

# AGENDA BERWYN CITY COUNCIL

REGULAR MEETING  
MARCH 24, 2015  
8:00 PM

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

- A. Pledge of Allegiance and Moment of Silence
- B. Open Forum
- C. Approval of Minutes
  - 1. Regular Council Meeting, Public Hearing and COW held on March 10, 2015 Pg 2
- D. Bid Openings
- E. Berwyn Development Corp., Berwyn Township/Health District
- F. Reports from the Mayor
  - 1. Insurance Renewal Pg 7
  - 2. Resignation of Ethics Commission Pg 8
  - 3. Appointment of Frank Amaro to the Ethics Commission Pg 9
- G. Reports from the Clerk
  - 1. Handicap Parking Responsibility from Parking Division to City Clerk's Office/Ordinance Pg 10
- H. Zoning Boards of Appeals
- I. Reports from the Aldermen, Committees and Board
  - 1. Alderman Polashek – Handicap Application #928 – 1935 Wesley Ave. – Override, Approve Pg 16
- J. Reports from the Staff
  - 1. Assistant City Administrator – Natural Gas Purchasing Pg 24
  - 2. Assistant City Administrator – Electricity Supply Contract, Direct Energy Pg 25
  - 3. Assistant City Administrator – Issuance of Seasonal Planting Watering RFP Pg 38
  - 4. Public Works Director – Request to Solicit Bids – Landscape Contractors Pg 57
  - 5. City Attorney/Traffic Engineer – Revisions to section 484.04 Visitor Parking Passes/Ordinance Pg 85
  - 6. Police Chief – Request to Waive Bid Process for Professional Services Pg 91
  - 7. Berwyn Public Library – Hiring an Architectural Firm, StudioGC Pg 99
  - 8. Berwyn Public Library – Hiring the Consulting Firm, John Keister and Associates Pg 100
  - 9. Berwyn Public Library – Advertise and Hire Library Associate, 2 positions (16 hrs each) Pg 101
  - 10. Berwyn Public Library – Advertise and Hire Library Page (15 hours) Pg 102
  - 11. Berwyn Public Library – Hoopla Subscription for Berwyn Library cardholders Pg 103
  - 12. Director of Recreation – Baseball Resolution Pg 107
  - 13. Finance Director - Ordinance for the Additional Abatement of Taxes levied for General Obligation Bonds for the Year 2014 Pg 109
  - 14. Administrative Assistant to the Mayor and City Administrator – Recent Grant Awards – Informational Pg 112
- K. Consent Agenda
  - 1. Payroll – 3/11/15 \$1,150,940.97 Pg 116
  - 2. Payables – 3/24/15 \$474,184.98 Pg 117
  - 3. Collection & Licensing for the month of February, 2015 Pg 123
  - 4. Piper School PTA – Spring Fundraiser 5/2/15 RD 5/16/15 Pg 128
  - 5. Oak Street Health – City Hall Solicitation 3/23, 3/27, 3/30 & 4/3 of 2015 Pg 131
  - 6. UCP Sequin – Food Drive through 4/27/15 Pg 132

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

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MINUTES  
BERWYN CITY COUNCIL  
March 10, 2015

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto. Absent: None.
2. The Pledge of Allegiance was recited and a moment of silence was given for the men and women protecting our safety on the streets of Berwyn, in the Armed Forces and for all Veterans.
3. The open forum portion of the meeting was announced. Alderman Laureto invited all to attend the Green Mile Pub Crawl on Roosevelt Road 5-10 p.m. on Friday, March 13, 2015.
4. Minutes of the regular Berwyn City Council meeting and the Committee of the Whole held February 24, 2015, were submitted. Thereafter, Avila made a motion, seconded by Chapman, to concur, approve as submitted and place same on file for audit. The motion carried by a voice vote.
5. The Berwyn Development Corporation submitted a communication regarding an amendment to Berwyn Gateway Plaza II Redevelopment Agreement with an attached ordinance entitled:

**AN ORDINANCE APPROVING A CERTAIN LETTER AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH BERWYN GATEWAY PARTNERS II LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS**

The Mayor recognized Berwyn Development Corporation Executive Director, Anthony Griffin who reviewed same. Thereafter, Avila made a motion, seconded by Polashek, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

6. The City Clerk submitted a communication regarding the updating and codification of ordinances with an attached ordinance entitled:

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

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

BERWYN CITY COUNCIL MINUTES  
February 10, 2015

7. The City Clerk submitted a communication requesting the approval of Closed Committee of the Whole Minutes of January 13, 2015 and January 27, 2015. Thereafter, Avila made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a voice vote.
8. Alderman Paul submitted a communication requesting the approval of the Parking and Traffic Committee meeting minutes of June 17, 2014, November 13, 2014, and March 5, 2015. Thereafter, Paul made a motion, seconded by Polashek, to accept as informational. The motion carried by a voice vote.
9. Alderman Paul submitted a communication regarding the recommendation to provide free vehicle parking sticker to active duty military and reservists as well as Honorable Discharged member of the United States Armed Forces and Reserves. Thereafter, Paul made a motion, seconded by Polashek, to refer the matter to the Business, License and Taxation Committee. The motion carried by a voice vote. The motion carried by a voice vote.
10. The Finance Director submitted a communication regarding the 2015 Appropriation Ordinance and with an attached ordinance entitled:  
**AN ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR 2015**  
Boyajian made a motion, seconded by Chapman, to excuse Fejt from the vote. The motion carried by a voice vote. Thereafter, Chapman made a motion, seconded by Polashek, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by the following call of the roll: Yea: Chapman, Boyajian, Paul, Santoy, Polashek, Avila and Laureto. Excused: Fejt.
11. The Public Works Director submitted a communication requesting approval to proceed with the Request for Proposal for sewer and water maintenance. Thereafter, Boyajian made a motion, seconded by Chapman, to concur and grant permission. The motion carried by a voice vote.
12. The Public Works Director submitted a communication requesting the approval of the 2015 Motor Fuel Tax maintenance resolution. Thereafter, Boyajian made a motion, seconded by Chapman, to **adopt** the resolution as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried with a unanimous roll call vote.
13. The consent agenda, items K-1 through K-7 were submitted:
  1. Payroll – 2/25/2015 \$1,042,418.37 - Approved
  2. Payables – 3/10/2015 \$1,124,439.64 – Approved
  3. Building and Local Improvement Permits for the month February, 2015
  4. Chicago International Christian Church- Fundraising, 3/21/15

BERWYN CITY COUNCIL MINUTES

February 10, 2015

5. Salvation Army Donut Days 5/29, 5/30 6/5 & 6/6, 2015; Red Kettle Campaign 11/6-12/24/2015 (Monday thru Saturday)
6. St. Mary of Celle – Way of the Cross procession 4/3/15
7. North Berwyn Park District – Easter Parade/16<sup>th</sup> Street Closure 4/4/15

Thereafter, Avila made a motion, seconded by Laureto, to concur and approve by omnibus vote designation. The motion carried by a voice vote.

14. Building, Zoning and Planning Committee called for March 23, 2015 at 5:30 pm. Building Director invited.
15. Business License and Taxation Committee meeting called for March 23, 2015 at 6:30 pm.
16. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:11 p.m. The motion carried by a voice vote.

Respectfully submitted,

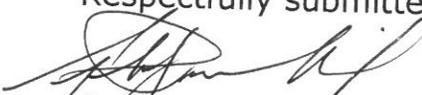


Thomas J. Pavlik, CMC  
City Clerk

**MINUTES  
BERWYN CITY COUNCIL  
COMMITTEE OF THE WHOLE  
MARCH 10, 2015**

1. Mayor Lovero called the Committee of the Whole to order at 6:30 p.m.; upon the call of the roll the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto. Absent: None.
2. Youth Leadership Presentation: The Mayor recognized the young men and women from Youth Crossroads Youth Leadership Program who gave a Power Point presentation regarding the Youth Leadership Program, their past service trip to South Dakota and their upcoming service trip to Washington, D.C. April 5-15, 2015. Thirteen youth leaders and two staff members will be participating where they will learn about homelessness, poverty and justice issues in the Washington, D.C. area by serving meals, providing tutoring, distribute groceries, assisting with health education and leading activities for children. Participant's will be staying and working with the Steinbruck Center for Urban Studies, also working with Habitat for Humanity, N Street Village, a community empowerment and recovery for homeless and low-income women and with Bread for the City, an organization that provides food, clothing, medical care, legal and social services in an atmosphere of dignity and respect. Each youth participant is responsible for paying or fund raising \$385 to cover the cost of the trip. Alderman Laureto spoke in support of the program as a former Board President of Youth Crossroads and asked for donations on their behalf. Anyone interested in donating or has any questions regarding this service trip can contact Youth Crossroads at (708) 484-7400.
3. The Mayor asked if there were any questions on agenda items, there being none, the Mayor entertained a motion to close the Committee of the Whole for Pending Litigation and Real Estate. Thereafter, Avila made a motion, seconded by Boyajian, to close the Committee of the Whole at 6:43 p.m. The motion carried.
4. A motion was made in closed session by Polashek, seconded by Boyajian, to re-open the Committee of the Whole at 7:06 p.m. Motion carried.
5. A motion was made by Santoy, seconded by Laureto, to adjourn the Committee of the Whole at 7:06 p.m. The motion carried.

Respectfully submitted,

  
Thomas J. Pavlik, CMC  
City Clerk

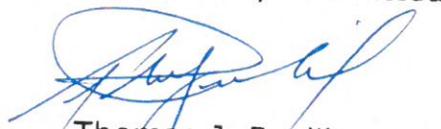
MINUTES  
PUBLIC HEARING  
March 10, 2015

PUBLIC HEARING

2015 PROPOSED BUDGET  
& APPROPRIATION ORDINANCE

1. The Public Hearing for the 2015 proposed Budget and Appropriation Ordinance was called to order at 5:45 p.m. by Mayor Lovero. City Officials and Department Heads in attendance: Aldermen Chapman, Boyajian, Paul, Fejt, Polashek, Avila, Laureto, Treasurer Kroc, City Administrator Pabst, Asst. City Administrator Summers, City Attorney Bertuca, Finance Director Jones, Asst. Finance Director Daish, Building Director Lazzara, Police Div. Commander O'Halloran and P/W Director Schiller.
2. Clerk Pavlik read the legal notice into record and provided an affidavit of certification of publication. Copies of the proposed 2015 Budget and Appropriations Ordinance were available for the public.
3. Finance Director Rasheed Jones presented the proposed 2015 Budget and Appropriation Ordinance for the City of Berwyn and was available for questions.
4. Comments and Discussion: The Mayor asked if there were any questions or comments from the Aldermen and the general public, there were none.
5. There being no comments or discussions, the Public Hearing was adjourned at the hour of 5:52 p.m.

Respectfully submitted,



Thomas J. Pavlik, CMC  
City Clerk



**A Century of Progress with Pride**

March 24, 2015

To: City Council  
From: Mayor Robert J. Lovero

RE: Insurance Renewal

Council Members:

Please concur with the recommendation made by the city's insurance broker as per the presentation of the committee of the whole in approving the health insurance renewal.

Respectfully,

Robert J. Lovero  
Mayor



Robert J. Lovero  
Mayor

A Century of Progress with Pride

Date: March 24, 2015

To: Members of City Council

Re: **Resignation from Ethics Commission**

Recently, I have received a notice of resignation from Bonnie Buonicore from her position as Ethics Commissioner. Please join me in thanking Ms. Buonicore for her service.

Sincerely,

Robert J. Lovero  
Mayor



Robert J. Lovero  
Mayor

A Century of Progress with Pride

Date: March 24, 2015

To: Members of City Council

Re: **Appointment of Frank Amaro to the Ethics Commission**

With the recent vacancy in the Ethics Commission, I have tapped the skills of Frank Amaro as a well-qualified replacement.

I ask that you concur with my recommendation to appoint Mr. Frank Amaro as a commissioner of the Ethics Commission filling the vacancy with the term ending on July 23, 2016.

Respectfully,

Robert J. Lovero  
Mayor

G-1

The City of Berwyn



Thomas J. Pavlik  
City Clerk

**A Century of Progress with Pride**

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

Date: March 18, 2015

To: Mayor and Members of City Council

From: Tom Pavlik, City Clerk

Re: Transfer of Handicap Parking Responsibility from Parking Division of Berwyn Police Department (Metro Revenue) to City Clerk's Office and an Ordinance amending same.

After extensive discussion with the Mayor, Traffic Engineer, Public Works Director, Police Division Commander Santangelo, Police CSO Raimondi/Handicapped Parking Investigator, it would be my recommendation to streamline the Handicap Parking Application process by transferring the clerical responsibilities to the City Clerk's Office.

It shall become the City Clerk and staff's responsibility to:

1. Distribute applications to residents. (The paperwork will direct applicants to return their completed forms to the City Clerk's Office).
2. Become the point-of-contact with residents and the Handicap Parking team.
3. Forward the packets to the corresponding Alderman for "Approval" or "Denial" determination after the Police Department completes their investigative portion of the process and the documents have been signed off by Public Works and the Traffic Engineer.
4. Prepare all documents for City Council.
5. Send out the final decision letter sent to residents.
6. Assign permit numbers.
7. Coordinate with Public Works to install/remove signs.
8. Organize and remit renewals.
9. Signage fees, including renewals, will be collected at the Collectors Office at City Hall.
10. Maintain hard copies of files in office and electronic files stored in shared folder.
11. Handle complaints of Abuse: Non-use, Misuse, and/or Removal for non-compliance on existing spaces, forward all inquiries to Police Division Commander to investigate, as necessary.

I respectfully ask for your concurrence on the above recommendations and the attached ordinance amending sections of Chapter 484.05 accordingly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Pavlik".

Thomas J. Pavlik, CMC

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

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

**AN ORDINANCE AMENDING CHAPTER 484.05: RESERVATION OF STREET PARKING FOR PERSONS WITH DISABILITIES, FROM THE CODIFIED ORDINANCES, CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

**Robert J. Lovero, Mayor**  
**Thomas J. Pavlik, City Clerk**

**Nona Chapman**  
**Jeffrey Boyajian**  
**Margaret Paul**  
**Robert Fejt**  
**Cesar Santoy**  
**Theodore Polashek**  
**Rafael Avila**  
**Nora Laureto**  
**Aldermen**

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this \_\_\_ day of March, 2015.

ORDINANCE \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 484.05: RESERVATION OF STREET PARKING FOR PERSONS WITH DISABILITIES, FROM THE CODIFIED ORDINANCES, 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 and City Council (collectively, the “Corporate Authorities”) have determined that it is in the best interests of the City and its residents to amend sections of the Codified Ordinances (the “Code”) that it has deemed necessary; and

**WHEREAS**, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the City and its residents to amend Chapter 484.05 of the Code as set forth below.

**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.** Sections of Chapter 484.05 Reservation of Street Parking for Persons with Disabilities, of the Code is hereby amended as follows, by underlining sections to be stricken and sections to be added are *bolded and italicized*.

**Section 3.** 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 amendment contemplated by 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 effective ten (10) calendar days after a full, true and complete copy of this Ordinance is published in pamphlet form as provided by the Illinois Municipal Code, as amended.

484.05 RESERVATION OF STREET PARKING FOR PERSONS WITH DISABILITIES.

(B)

(1) An application on a form to be prescribed by the Police Department Parking Division City Clerk's Office has been completed, and verified by the signature of the applicant;

(4) The person who is permanently disabled or a disabled veteran as defined under state law must be a lawful resident of the city at the address for which the installation of the reserved parking sign is requested. Written evidence of the residency must be provided to the Parking Division City Clerk's Office at the time the application is submitted;

(C) Applications shall be reviewed by the Director of the Parking Division, City Clerk, Police Department Investigating Officer, Traffic Engineer and Director of Public Works. Each determining whether or not additional information or investigation is necessary, reporting their recommendations for approval or denial of the application and the reasons upon which the recommendation is based to the City Council. The City Council shall be the final determiner of eligibility and grant or deny the application.

(E) All reserved parking space designations shall expire on October 1 of each year, but may be renewed upon the submission of a renewal application form to be prescribed by the Parking Division City Clerk, verified by the signature of the renewal applicant meeting the requirements herein and submitted to the Parking Division, along with any verification documentation called for by the renewal application form and the payment of a \$10 fee. The Director of Local Ordinance Enforcement City Clerk shall review each disabled parking sticker previously issued and all renewal applications, and determine whether or not the need for the sticker still exists.

(1) The holder of the disabled parking sticker shall have ten days from the date of the termination *final* notice to object to the action taken and submit to the Director City Clerk proof of the continuing need for the reserved parking privilege. All objections to the *final* termination notice must be made in writing and received within the ten-day period *of final notice*.

(2) Upon expiration of the ten-day period *of final notice* the Director City Clerk shall cancel and recall the disabled parking sticker previously issued. The Director of Public Works, upon expiration of the ten-day objection period, unless otherwise notified by the Director Clerk, shall remove all "Reserved Parking Only" signs posted and erected to accommodate the disabled parking sticker previously issued.

(F) It shall be the affirmative duty of the person with a permanent disability, their resident family member or caretaker to immediately notify the city if the individual in question no longer meets the requirements under this section or no longer resides at such location. Upon investigation by the Parking Division City Clerk's Office, Police Department Investigating Officer and *final* notification, the Director of Public Works or his designee shall cause the signs indicating reserved parking to be removed.

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this \_\_\_ day of March, 2015, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
<b>TOTAL</b>				

**APPROVED** this \_\_\_ day of March, 2015.

ATTEST:

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

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

Mayoral  
Robert J. Lovero



6th Ward Alderman  
Theodore Polashek

M E M O R A N D U M

March 16, 2015

TO: The Honorable Robert J. Lovero  
Members of the City Council

RE: Handicap Parking Application #928  
1935 Wesley Ave., Berwyn, IL 60402

Ladies and Gentlemen:

The attached application had been submitted to Council on January 27, 2015 with a denial as the outcome. Upon review and my personal investigation, at this time, I **override** the staff's prior recommendation and ask for your reconsideration to **approve** a parking space.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
1935 Wesley Ave	Suzanne Mannarino	928

Thank you very much,

Theodore Polashek  
6<sup>th</sup> Ward Alderman



# 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 : 1/7/2015  
Officer: M. Raimondi #192

Applicant Name: Suzanne Mannarino

Address: 1935 S. Wesley 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 type="checkbox"/> <input checked="" type="checkbox"/>	Walker / Cane:	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Oxygen:	<input type="checkbox"/>

Report # 15-00173

6th Ward Alderman: THEODORE POLASHEK

### Staff Recommendation

Approved

Denied

**OFFICIAL SWORN POLICE REPORT**

**Berwyn Police Department**

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

**Incident#: 15-00173**

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 15-00173
REPORT TYPE Incident Report	RELATED CAD # C15-000967	DOT #		HOW RECEIVED
WHEN REPORTED 01/07/2015 08:55		LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1935 S WESLEY AV Berwyn, IL 60402		
TIME OF OCCURRENCE 01/07/2015 08:55		STATUS CODE		STATUS DATE

**INVOLVED ENTITIES**

NAME MANNARINO, SUZANNE L		DOB	AGE	ADDRESS 1935 S Wesley AV - 2nd Berwyn, IL 60402		
SEX F	RACE White, Caucasian	HGT	WGT	HAIR	EYES	PHONE
SID #	DL #	FBI #			ALT PHONE	
CLOTHING						
UCR 9041 (Applicant File) - 0 count(s)			TYPE Reporting Party		RELATED EVENT #	

**INVOLVED VEHICLES**

VEH/PLATE # ZUSKA1	STATE IL	TYPE Van/Minivan	INVOLVEMENT	VIN #
YEAR 2008	MAKE Chrysler	MODEL Town and Country	COLOR Blue, Light	COMMENTS
OWNER MANNARINO, SUZANNE L				

**NARRATIVES**

**PRIMARY NARRATIVE**

Suzanne Mannarino, dob: \_\_\_\_\_, who resides at 1935 S. Wesley Ave, Berwyn IL, is requesting handicapped parking signs to be placed in front of her residence.

Ms. Mannarino suffers from \_\_\_\_\_ Ms. Mannarino is the homeowner; there is a garage on the premises, which is currently used for storage. There is one handicapped parking space on the block. There are many multi-unit buildings on the block, thus causing limited parking.

The information provided meets some, but not all of the criteria for eligibility, under Berwyn City Ordinance 484.05.

REPORTING OFFICER RAIMONDI, MARGO J	STAR # 192	APPROVED BY	STAR #
--	---------------	-------------	--------

## Handicapped Space/Zone Police Department Site Inspection

Police Department Designee C.S.O. Margo J. Raimondi

Application # 928

Comments: Garage on premises. Multi-unit buildings on block -  
Parking can be very limited in evenings -

Date: 1/2/2015

Police Report # 15-00173

## Handicapped Space/Zone Public Works Site Inspection

Public Works Director or Designee Bill Rice

Application # 928

Comments: No additional comments.

Meets Public Works Criteria:

Parking Space  
Parking Zone

Yes  
Yes


No  
No

X
X

Date: 1/6/2015

Police Report # 15-00173

## Handicapped Space/Zone Traffic Engineer Site Inspection

Traffic Engineer or Designee Nicole Campbell

Application # 928

Comments: No additional comments.

Meets Traffic Criteria for:

Parking Space	Yes	0	No	X
Parking Zone	Yes	0	No	X

Date: 1/6/2015

Police Report # 15-00173

Rec'd by City Clerk: 1/9/2015  
 To Alderman: 1/9/2015  
 To Council: 1/27/2015  
 Determination: DENIED  
 Notice to Applicant: 1/29/2015  
 Paid:  
 Sign #:

Rec'd by City Clerk: 3/16/2015  
 To Alderman: 3/16/2015  
 To Council: 3/24/2015  
 Determination: OVERRIDE TO APPROVE  
 Notice to Applicant:  
 Paid:  
 Sign #:

**Comments:**

**1/30/2015**

Suzanne called to question why she was denied. I explained to her that she did not fill all of the criteria of the Ordinance. She owns the 2-flat and has a 2-car garage on site that is currently being used for storage. Her front & rear elevations are equal, which would not warrant her utilizing the front door over the rear door. She was okay with explanation but asked to have Alderman call her. I emailed message. I also suggested a concrete slab next to garage to park on (obtaining permits, etc. first). Sandra Anderson 02/03/15.

**3/16/2015**

Teddy Polashek called to say he went to applicants house. She moved to basement of bldg

Re-opened 3-16-15  
6-29-2014 per Alderman Polashek

Robert J. Lovero  
Mayor



James D. Ritz  
Chief of Police

A Century of Progress with Pride

**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

SUZANNE L. MANNARINO ..... 1935 SOUTH WESLEY  
(Name of Handicapped Applicant)      (Date of Birth)      (Berwyn Address)

-Self- .....  
(Name of caregiver, or guardian if minor)      (Date of Birth)      (Telephone /Cell Phone Number)

Is there a garage on the property?  Yes / No      Are you the homeowner?  Yes / No

If so, what is the garage currently being used for? STORAGE

Driveway NO Carport NO

All Applicants must submit the Physicians form (A)

\*Renters must submit the Owner Consent form (B).

\*\*\*\*\*

**Vehicle Information**

CHRYSLER TOWN & COUNTRY VAN      LIGHT BLUE 2008  
(Vehicle make and model)      (Color / Year)

ZUSKA 1      8012  
(Illinois License Plate Number)      (Current City Vehicle Sticker Number)

N/A      CE 73953  
(Illinois Handicapped Plate)      (Illinois Permanent Handicap Placard Number)

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.

Applicant Signature

12-29-2014  
Date

Return the completed form to the Parking Division at the Berwyn Police Department

Robert J. Lovero  
Mayor



James D. Ritz  
Chief of Police

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(Signature of handicapped person or their legal guardian) *Suzanne Mammone* (Date) *12-10-2014*

## Physician Form (A)

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

Physician must state, by printing below, the nature of the patient's handicap

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the patient utilize any of the following? :

Walker \_\_\_\_\_ Wheel Chair \_\_\_\_\_ Cane \_\_\_\_\_ Oxygen \_\_\_\_\_

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person - Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

\_\_\_\_\_  
(Physician's Signature/Stamp)

*12/14/14*  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Physician's Name)

*10 WESTERN SPRINGS IL*  
\_\_\_\_\_  
(Address and Telephone Number) *60558*

Return the completed form to the Parking Division at the Berwyn Police Department  
6401 West 31<sup>st</sup> Street, Berwyn, Illinois

Robert J. Lovero  
Mayor



James D. Ritz  
Chief of Police

A Century of Progress with Pride

**Form B**  
**Owner Consent For Handicap Sign**  
**Placement/Drop-off Zone**

I SUZANNE MANNARINO, (owner) manager of the property at  
1935 SOUTH WESLEY, state as follows:

- 1) That \_\_\_\_\_ is a tenant at the above listed property.
- 2) That \_\_\_\_\_ has no access to any parking on the premises.
- 3) That if \_\_\_\_\_ is granted a handicapped sign or drop-off zone by the City of Berwyn, I have no objection to the placement of signs in front of this address.
- 4) I agree to notify the City of Berwyn if Suzanne Mannarino no longer resides on the premises.

\_\_\_\_\_  
Signature/Date

Name: SUZANNE MANNARINO  
Address: 1935 SOUTH WESLEY  
Phone#: (708) \_\_\_\_\_

Return the completed form to the Parking Division at the Berwyn Police Department  
6401 West 31<sup>st</sup> Street, Berwyn, IL 60404



A Century of Progress with Pride

Date: March 24, 2015

To: Mayor Robert J. Lovero  
Members of City Council

Re: **Natural Gas Purchasing**

In 2014, using the advice of Berwyn's energy broker Mark Nakayama, the City of Berwyn moved our pricing model from the Peoples Gas index to the more competitive National Gas Intelligence (NGI) index. This technical change allowed the City of Berwyn to save \$8,514.99 in utility costs for the year.

In 2015 and beyond, staff intends to extend the City's savings considerably. Currently, gas and oil prices have plummeted due to massive oversupply created through overproduction. It is anticipated that these low prices are only temporary. Utilizing a fixed price strategy, staff has developed a plan in conjunction with Mr. Nakayama to lock in savings that will mitigate risk through a two year contract with the following structure:

- Year 1: 100% fixed rate
- Year 2: 50% fixed/50% floating

It is anticipated that this innovative strategy should save the City \$27,242.05 in Year 1 alone based on historic data. Due to commodity prices constantly fluctuating, a Transaction Confirmation with current pricing will be presented to Council on March 24; it is anticipated that the fixed rate should not exceed \$0.41/therm.

**Recommendation:**

Execute a transaction confirmation for natural gas supply with the term structure as presented.

Respectfully submitted,

Evan K. Summers  
Assistant City Administrator

Germane to J-1



**Transaction Confirmation**  
**Transaction Type: Fixed**

This Transaction Confirmation sets forth the terms of the Transaction agreed to under Gas Sales Agreement, No. 100559 (the "Agreement"). Capitalized terms used and not otherwise defined in this Transaction Confirmation shall have the respective meanings ascribed to such terms in the Agreement. The terms of this Transaction Confirmation are binding on both Buyer and Seller unless disputed in writing per the Agreement.

**Buyer:** City of Berwyn  
**Buyer's Facilities:** See below  
**Seller:** CenterPoint Energy Services, Inc.  
**Seller Contact:** Vickie Farina  
**Seller Contact Email:** vickie.farina@centerpointenergy.com  
**Dodd-Frank Transaction Classification:** Forward Contract

**Contract Price and Volume Commitment**

April 2015 through March 2016 100% of the monthly volume fixed at \$0.3960/ therm  
April 2016 through March 2017 50% of the monthly volume fixed at \$0.3960/ therm

**Buyer's Facilities:**

<u>Facility Name</u>	<u>Account Number</u>	<u>Meter Number</u>	<u>Address</u>	<u>City</u>	<u>State</u>
City of Berwyn	1921570000	2630767	6700 26th St	Berwyn	IL
City of Berwyn	4530740000	2675184	6401 31st St	Berwyn	IL
City of Berwyn	0557470000	4072847	6430 Windsor Ave	Berwyn	IL
City of Berwyn	9301570000	3890945	6501 31st St	Berwyn	IL
City of Berwyn	5818876868	3890954	6615 16th St	Berwyn	IL
City of Berwyn	9699470000	2908497	2701 Harlem Ave	Berwyn	IL
City of Berwyn	9622770000	3890610	6420 16th St	Berwyn	IL
City of Berwyn	4801570000	4567700	6701 W 30th St	Berwyn	IL

**Seller: CenterPoint Energy Services, Inc.**

**Buyer: City of Berwyn**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**Transaction Confirmation**  
**Transaction Type: Index Price**

**Transaction Confirmation Number: 621770**  
**Gas Sales Agreement Number: 100559**

**Date: 03/04/2015**

This Transaction Confirmation sets forth the terms of the Transaction agreed to under Gas Sales Agreement, No. 100559 (the "Agreement"). Capitalized terms used and not otherwise defined in this Transaction Confirmation shall have the respective meanings ascribed to such terms in the Agreement. **The terms of this Transaction Confirmation are binding on both Buyer and Seller unless disputed in writing per the Agreement.**

**Buyer: City of Berwyn**  
**Buyer's Facilities: See below**  
**Seller: CenterPoint Energy Services, Inc.**  
**Seller Contact: Vickie Farina**  
**Seller Contact Email: vickie.farina@centerpointenergy.com**

**Dodd-Frank Transaction Classification: Forward Contract**

Contract Price and Volume Commitment	NGI's Bidweek Survey, "Midwest, Chicago Citygate" Index plus \$0.03/Therm for full requirements.
Additional Fees or Contract Price adjustments:	Applicable Taxes Utility Meter Read/Pooling: applicable meter read/pooling fees Telemetry installation and maintenance as needed for any applicable Utility rate requiring telemetry
Agency:	Buyer hereby appoints Seller to act as its limited agent for the following purposes, as deemed applicable by Seller to its performance of a Transaction: (a) making nominations to any Utility or Pipeline on Buyer's behalf; and (b) executing documents on Buyer's behalf as deemed necessary by Seller to provide natural gas to Buyer. Seller will provide Pipeline and/or Utility transport bill consolidation services to Buyer. Seller's invoice shall include Seller's charges and applicable Pipeline and/or Utility charges. Seller may terminate this bill consolidation service at any time for any reason.
Initial Period:	This Transaction Confirmation shall be in effect starting 04/01/2015 and will continue for 12 months ("Initial Period"), unless otherwise terminated in accordance with the Agreement.
Renewal Period:	This Transaction Confirmation shall be in effect for the Initial Period set forth above, and will automatically renew or extend for successive 12 month periods (each a "Renewal Period") unless either party terminates this Transaction Confirmation by providing the other party with written notice at least 30 days prior to the end of the Initial Period or any Renewal Period, as applicable, or otherwise terminated in accordance with the Agreement.
Delivery Point:	Utility Citygate - Nicor
Performance Obligation:	The delivery will be firm.
Billing Type:	As of the Initial Period, Buyer's Facilities are designated with the Billing Type of Deliveries. The Billing Type shall determine the methodology Seller shall use to calculate Buyer's monthly invoices.  For Facilities designated with the Billing Type "Usage", Buyer shall be invoiced based on natural gas usage as reported by Utility, plus an amount equal to the "Unaccounted For Factor" (as defined in Utility's applicable tariffs).  For Facilities designated with the Billing Type "Deliveries", Buyer shall be invoiced based on the cumulative total volume of gas nominated by Seller for Buyer's Facilities during the applicable month ("Gas Account"). Each month, any difference between Buyer's Gas Account, including adjustments for the Unaccounted For Factor, and Buyer's usage as reported by Utility, shall be injected or withdrawn from "Buyer's Utility Storage Account" (as defined in Utility's applicable tariffs), as applicable.  If Buyer's Utility Storage Account has a positive balance, and such balance has been invoiced by Seller and paid for by Buyer, then Seller agrees to provide Buyer with a credit for the remaining natural gas if a) this Transaction is terminated for any reason, b) the designated Billing Type is changed from Deliveries to Usage, or c) Buyer's Facilities do not maintain the required telemetry status with the Utility and such Utility converts the Facilities to a different rate schedule or class. Such credit shall be calculated according to the following formula: positive volume balance multiplied by the "Index Price" less a \$0.0035/therm administrative fee.  For purposes hereunder, Index Price is defined as the "First of Month Index via Chicago Citygate" as published in the <i>Natural Gas Intelligence</i> Bid Week Survey for the applicable month for which the credit

is calculated.

Buyer's Facilities:

Account numbers are accurate as of the Date above and may be modified by Utility/Pipeline

<u>Facility Name</u>	<u>Account Number</u>	<u>Meter Number</u>	<u>Address</u>	<u>City</u>	<u>State</u>
City of Berwyn	1921570000	2630767	6700 26th St	Berwyn	IL
City of Berwyn	4530740000	2675184	6401 31st St	Berwyn	IL
City of Berwyn	0557470000	4072847	6430 Windsor Ave	Berwyn	IL
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City of Berwyn	9622770000	3890610	6420 16th St	Berwyn	IL
City of Berwyn	4801570000	4567700	6701 W 30th St	Berwyn	IL

Seller: **CenterPoint Energy Services, Inc.**

Buyer: **City of Berwyn**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**A Century of Progress with Pride**

Date: March 24, 2015

To: Mayor Robert J. Lovero  
Members of City Council

Re: **Electricity Supply Contract – Direct Energy**

In Illinois, deregulation of utilities has allowed for energy suppliers to compete against each other and therefore drive down costs for the consumer. In order to reduce energy costs at City-owned facilities, staff is able to go out to bid and achieve the best possible rates.

Working with the City's energy broker, Mark Nakayama, the City solicited proposals for a variety of contract terms. Four companies responded with proposals which can be reviewed on the attached bid tabulation. The bids were all very competitive and staff has determined Direct Energy to be the lowest qualified bidder. Furthermore, it is determined that a 36-month contract with an estimated fixed-rate of \$0.05907/kWh will be in the best interest of the City.

An analysis performed by Mr. Nakayama is attached to this communication. Mr. Nakayama shows that the City of Berwyn has saved more than \$42,000 under our current fixed rate electricity contract when compared to the average ComEd electricity supply rate. Furthermore, under the proposed rate from Direct Energy, the City can anticipate saving an additional \$5,900 per year for the next three years.

**Recommendation:**

Staff requests permission to execute an energy sales agreement with Direct Energy for a contract term of 36-months.

Respectfully submitted,

Evan K. Summers  
Assistant City Administrator



# NavigatePower

2211 N. Elston Avenue, Suite 309  
Chicago, IL 60614  
(312) 698-9813

March 19, 2015

## **CITY OF BERWYN: ELECTRICITY AND NATURAL GAS PROGRAM OVERVIEW**

Navigate Power, LLC is a fully licensed and registered electricity and natural gas broker in Illinois. Navigate Power performed an energy review of the City of Berwyn's electricity and natural gas program. Our proposal for moving contracts moving forward is below.

### **Electricity:**

The City has been locked into a fixed electricity supply rate (\$0.06280/ kWh) for the past three years, protecting it from volatility in the marketplace. From May 2012 through April 2015, the City will have saved more than \$42,000 in electricity supply costs, versus the average ComEd electricity supply rate paid during that same period.

With electricity rates set to increase June 1, 2015, Navigate Power recommends the City lock into another fixed rate electricity program. The proposed electricity supply plan will secure a fixed rate below the current contracted price, and the following:

- 100% Fixed Rate
- Same ComEd delivery services
- No variable, enrollment or hidden fees
- One bill from ComEd
- ***36 month fixed rate, at a price not to exceed \$0.05907/ kWh***

***This plan will reduce the annual electricity supply costs by more than \$5,900, and protect the City from future rate increases.***

### **Natural Gas:**

The City has been on a market-following (variable) rate natural gas supply program from May 2012 through October 2014. It converted the variable rate into a fixed rate in November 2015 to protect itself from seasonal peak rates.

*Continued on next page.*



The average natural gas supply rate the City paid in 2014 was \$0.7051 per therm. Natural gas is coming out of a market low, and prices are very competitive. Navigate Power recommends the City lock into a fixed natural gas supply rate for 2015 and 2016. The proposed natural gas supply plan will secure a fixed rate below the current contracted price and the following:

- *100% of the City's natural gas supply will be fixed at \$.41/ therm or lower from May 2015 through April 2016.*
- *50% of the City's natural gas supply will be fixed at \$.41/ therm or lower from May 2016 through April 2017.*
- Same Peoples Energy delivery services
- No enrollment or hidden fees
- One bill from Peoples Energy
- 24 month fixed rate, at a price not to exceed \$0.41 therm.

*This plan will reduce the City's annual natural gas supply costs by more than \$28,000, and protect it from future rate increases.*

By following these recommendations, the City of Berwyn can reduced its energy supply costs by more than \$67,920 over the next two years.

Please review and let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Mark Nakayama".

Mark Nakayama  
Managing Partner, Navigate Power  
(630) 881-0621  
mnakayama@navigatepower.com



City of Berwyn  
6700 26th ST  
Berwyn IL 60402

Mark Nakayama  
(330) 881-0621  
[mnakayama@navigatepower.com](mailto:mnakayama@navigatepower.com)

Annual Usage (kWh) 1,471,000  
Projected Start Date May 1, 2015  
Current Average Rate (\$/kWh) 0.06280

Retail Energy Supplier	Contract Term (months)				Annual Usage (kWh)
	12	24	36	48	
<b>Direct Energy</b>					72
100% Fixed Rate (\$/kWh)	0.05887	0.05792	0.05792	0.05776	
Projected Annual Supply Costs (\$)	86,598	85,200	85,200	84,965	0
Projected Term Supply Costs (\$)	86,598	170,401	254,895		
Projected Annual Supply Costs Diff (\$)	<b>5,781.03</b>	<b>7,178.48</b>	<b>7,413.84</b>		
<b>Energy Me</b>					
100% Fixed Rate (\$/kWh)	0.06066	0.05982	0.05808		
Projected Annual Supply Costs (\$)	89,231	87,995	85,436		
Projected Term Supply Costs (\$)	89,231	175,990	256,307		
Projected Annual Supply Costs Diff (\$)	3,147.94	4,383.58	6,943.12		
<b>Oasis</b>					
100% Fixed Rate (\$/kWh)	0.06073	0.05994	0.05885		
Projected Annual Supply Costs (\$)	89,334	88,172	86,568		
Projected Term Supply Costs (\$)	89,334	176,343	259,705		
Projected Annual Supply Costs Diff (\$)	3,044.97	4,207.06	5,810.45		
<b>Kona Energy</b>					
100% Fixed Rate (\$/kWh)	0.06207	0.06172	0.06027		
Projected Annual Supply Costs (\$)	91,305	90,790	88,657		
Projected Term Supply Costs (\$)	91,305	181,580	265,972		
Projected Annual Supply Costs Diff (\$)	1,073.83	1,588.68	3,721.63		
<b>0</b>					
100% Fixed Rate (\$/kWh)	0.00095	0.00095	0.00095		
Projected Annual Supply Costs (\$)	1,397	1,397	1,397		
Projected Term Supply Costs (\$)	1,397	2,795	4,192		
Projected Annual Supply Costs Diff (\$)	90,981.35	90,981.35	90,981.35		
<b>0</b>					
100% Fixed Rate (\$/kWh)	0.00095	0.00095	0.00095		
Projected Annual Supply Costs (\$)	1,397	1,397	1,397		
Projected Term Supply Costs (\$)	1,397	2,795	4,192		
Projected Annual Supply Costs Diff (\$)	90,981.35	90,981.35	90,981.35		

Prepared For:

**City of Berwyn**

3/19/2015



**NavigatePower**

<b>Date:</b> March 19, 2015	<b>Product Code:</b> PJM_FP_AI_UCB_IL
	<b>DIRECT ENERGY BUSINESS, LLC</b> 1001 Liberty Avenue Pittsburgh, PA 15222 Phone: 1-888-925-9115 www.directenergy.com

**CUSTOMER INFORMATION**

<b>Customer Name:</b> City of Berwyn	<b>Billing Contact:</b>
<b>Contact Name:</b> Fabiola Amezcua	<b>Billing Address:</b>
<b>Address:</b> 6700 26th St, Berwyn, IL 60402	
<b>Telephone:</b> 7084105012	<b>Telephone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Email:</b>	

**ELECTRICITY TRANSACTION CONFIRMATION - ILLINOIS FIXED AI UCB (PJM)**

<p>This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated _____, _____, as may be amended. If the referenced Commodity Master Agreement is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such Commodity Master Agreement. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation.</p> <p>The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer to Customer to Seller to purchase the Commodity on the terms set forth in the Commodity Master Agreement. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and Commodity Master Agreement; and (ii) the earlier of execution of the Commodity Master Agreement and this Transaction Confirmation by Seller or written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.</p>	
<b>Delivery Period:</b>	<p>Term (# of months): <u>36 Months</u></p> <p>Service start date: <u>May 2015</u></p> <p>The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.</p> <p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.</p>
<b>Delivery Point:</b>	The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.
<b>Contract Quantity:</b>	Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.
<b>Tax Exemption Status:</b>	<p><input type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt</p> <p><b>If exempt, must attach certificate.</b></p>
<b>Purchase Price:</b>	The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Transaction Confirmation shall be that set forth on the Exhibit A. The Purchase Price includes applicable costs for Commodity; Ancillary Services; losses; the Illinois Energy Efficiency Fund Fee; Capacity (as mandated by the PJM OATT and Operating Agreement, or as modified by PJM or approved by FERC); any applicable network integration transmission service (NITS) charges, including Regional Transmission Expansion Planning (RTEP); applicable Renewable Portfolio Standard ("RPS") charges; any Reliability Must Run ("RMR") charges, as applicable; and the Services Fee.
<b>Bill type:</b>	Utility Consolidated Billing (External Bill Ready by ComEd)
	<p><b>"Ancillary Services"</b> means wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.</p> <p><b>"Capacity"</b> means the Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).</p> <p><b>"Energy"</b> means the combination of Commodity and Ancillary services and Transmission Services which are provided by Seller under this Agreement.</p> <p><b>"Exhibit A"</b> refers to the list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under</p>

**Definitions:**

the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

**"PJM"**

means the Pennsylvania New Jersey Maryland Interconnection, L.L.C.

**"Regional Transmission Expansion Planning" (RTEP)**

PJM's comprehensive annual process that examines the three (3) interrelated components of electric power system reliability: load, generation, and transmission.

**"Reliability Must Run" (RMR)**

is a unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.

**"Renewable Portfolio Standard (RPS)"**

is a regulation that requires the increased production of energy from renewable energy sources.

**"Services Fee"**

is the fee for the services provided by Seller to meet the Service Locations' load requirements, which is included in the Purchase Price to be paid by Buyer.

**Special Provisions:**

**1. Change in Utility Account Numbers:** The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

**2. Third Party Charges:** Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

**3. Buyer and Seller acknowledge that Seller does not intend to serve customers whose aggregate usage per Utility service area is less than 15,000 kWh's per year. Accordingly, Buyer represents and warrants that electrical usage, in aggregate, at all of Buyer's Service Locations within Utility's service area exceeds 15,000 kWh per year. Upon request Seller, Buyer shall provide evidence sufficient to prove that Buyer's usage within Utility's service area exceeds 15,000 kWh per year. If, at any time, usage at Buyer's locations within a Utility's service areas is in fact less than 15,000 kWh per year, Buyer is in material breach of this Agreement and Seller reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure. Buyer waives the requirements contained in 220 ILCS 5/16-115A (e) applicable to small commercial retail customers, which are defined by statute as "nonresidential retail customers ... consuming 15,000 [kWh] or less of electricity annually in [the Utility's service area]."**

**4. Without limiting anything in this Transaction Confirmation, as a condition to Seller's obligations hereunder, Buyer must be accepted by Seller and the Utility to receive a consolidated utility bill for both services and Energy provided by Seller and delivery services provided by the Utility.**

**5. Utility Consolidated Bill:** Without limiting Section 2 "Performance", as a condition precedent to Seller's acceptance of this Agreement, Buyer must be accepted by Seller and the Utility to receive a consolidated utility bill for both services as described herein, Energy (provided by Seller) and delivery services (provided by the Utility). Buyer will receive from Utility a monthly invoice, incorporating both the services provided under this Agreement and Utility charges, in accordance with the Utility's meter reading and billing cycle schedule. Seller shall have the right to assign to Utility all amounts due from Buyer to Seller and Buyer is to remit payment in full to the Utility. If Buyer fails to remit payment in full in any month, a late payment charge will be assessed at the same rate and in the same manner as Utility applies late payment charges to its unpaid charges. The Utility may, at its option, disconnect all services to Buyer for any failure by Buyer to make full payment of all amounts billed in accordance with Illinois' Commerce Commission rules for residential and non-residential service. In the case of such disconnection, Buyer shall be responsible for any and all charges required to reconnect service. If Buyer is disconnected, terminated, suspended, or withdraws from the utility consolidated program then it shall be in default and as such, this Agreement shall terminate and Buyer shall be responsible for any applicable Net Settlement Amount and/or Close-out Value. Notwithstanding the above and for termination not caused by disconnection by the Utility, Seller, may at its sole option continue to provide services as described herein and Energy in the case of early termination, suspension or withdrawal from such program. If so, the Agreement will not terminate and billing will proceed on a dual bill basis pursuant to Section 4.

Notwithstanding anything to the contrary of the above, if Buyer is enrolled or becomes enrolled in any net metering program, Buyer understands and agrees that Seller will modify Buyer's billing option to a dual bill option consistent with Section 4.

**6. Change in Law:** In Section 3 the third sentence is amended to "If Seller concludes that a change in any Law(s) or any changes to the utility consolidated bill program increase Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs."

**BUYER: City of Berwyn**

By:

Name:

Title:

Date:

**SELLER: Direct Energy Business, LLC**

By:

Name:

Title:

Date:

**EXHIBIT A PRICING ATTACHMENT**

**This Exhibit A is to the Transaction Confirmation dated March 19, 2015 between  
 DIRECT ENERGY BUSINESS LLC  
 and  
 City of Berwyn  
 for the meter read(s) May, 2015 to the meter read(s) May, 2018  
 PJM\_FP\_AI\_UCB\_IL**

Service Location	Utility	Account Number	Utility Rate Class	Purchase Price (cents/kWh)	Contract Quantity
DEFAULT ADDRESS ( City Of Berwyn )	Commonwealth Edison	0536775005	R74	5.719	950,117
DEFAULT ADDRESS ( City Of Berwyn )	Commonwealth Edison	4752754004	R73	5.719	49,646
DEFAULT ADDRESS ( City Of Berwyn )	Commonwealth Edison	4124083007	R73	5.719	75,296
DEFAULT ADDRESS ( City Of Berwyn )	Commonwealth Edison	3633121073	R73	5.719	200,362
DEFAULT ADDRESS ( City Of Berwyn )	Commonwealth Edison	0304109000	R73	5.719	236
DEFAULT ADDRESS ( City Of Berwyn )	Commonwealth Edison	0250008087	R73	5.719	14,158
6700 W. 26th St. ( City Of Berwyn )	Commonwealth Edison	6634036003	R73	5.719	2,220
6700 W. 26th St. ( City Of Berwyn )	Commonwealth Edison	4086355048	R73	5.719	30,252
DEFAULT ADDRESS ( City Of Berwyn )	Commonwealth Edison	5323022014	R84	5.719	64,576

**This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.**

Accepted and Agreed to:

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

**This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and City of Berwyn ("Buyer" or "Customer"), (each a "Party" and collectively, the "Parties") is entered into and effective as of March 19, 2015**

- 1. Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.
- 2. Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.
- 3. Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.
- 4. Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.
- 5. Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.
- 6. Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.
- 7. Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

## 8. Buyer's Usage Obligations:

**A. Material Usage Deviation** If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

**B. Balancing Charges:** For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

**C. Curtailments:** For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

**9. Force Majeure:** A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

**10. Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

**11. Default:** "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

**12. Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

**13. Representations and Warranties:** Each of the following are deemed to be repeated each time a Transaction is entered into:

**A.** Each Party represents that: **(a)** it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; **(b)** the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and **(c)** it is not Bankrupt.

**B.** Buyer represents and warrants that: **(a)** it is not a residential customer; **(b)** it will immediately notify Seller of any change in its ownership; **(c)** execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; **(d)** no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; **(e)** if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and **(f)** (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

**C.** Each Party acknowledges that: **(a)** this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); **(b)** this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; **(c)** Seller is not a "utility" as defined in the Code; **(d)** Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and **(e)** Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

**14. Other:**

**(a)** This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. **(b)** Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. **(c)** No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. **(d)** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. **(e)** Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. **(f)** NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. **(g)** All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. **(h)** If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (i) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC **(i)** No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. **(j)** Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. **(k)** This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. **(l)** Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. **(m)** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. **(n)** Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. **(o)** Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. **(p)** This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice;

provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

**IN WITNESS WHEREOF**, this CMA is entered into and effective as of the date written above.

**BUYER: CITY OF BERWYN**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SELLER: DIRECT ENERGY BUSINESS, LLC**

**DIRECT ENERGY BUSINESS MARKETING, LLC**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





A Century of Progress with Pride

Date: March 24, 2015

To: Mayor Robert J. Lovero  
Members of City Council

**Re: Issuance of Seasonal Planting Watering RFP**

Staff requests permission to issue the attached RFP for watering of the 2015 Seasonal Planting contract. City Council has previously voted to extend the materials contract with Violet Flower Shop.

**Recommendation:**

Authorize the issuance of the attached request for proposals for watering services.

Respectfully,

Evan K. Summers  
Assistant City Administrator



## A Century of Progress with Pride

March 24, 2015

### Seasonal Planting – Watering Contract

The City of Berwyn is soliciting proposals for the summer of 2015 seasonal planting watering at locations throughout the City. The summer plantings include stand-alone containers and in-ground flower beds. The watering sites are located throughout the City of Berwyn including Ogden Avenue, Cermak Road, Roosevelt Road and the Depot District. This contract shall begin May 26 and end October 12, 2015.

#### **Scope of Work**

The Bidder shall furnish all labor, supervision, water, supplies, tools, equipment and other means necessary or proper for performing and completing the work, and be responsible for compliance with all applicable laws. The Bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the City of Berwyn.

#### **List of Planters Summary:**

1. 20" Round Container: 98 Total
2. 32" Round Container: 144 Total
3. 36" Round Container: 40 Total
4. In-Ground Flower Beds: 29 Total

#### **List of Planting Locations and Quantities:**

1. Area I Cermak Road
  - a. 32" Round Containers: 123
  - b. 20" Round Containers: 87
2. Area II Ogden Ave
  - a. In-ground Planters: 9 total
3. Area III Depot District (Windsor Ave, Stanley Ave and Oak Park Ave)
  - a. 32" Round Containers: 21
  - b. 20" Round Containers: 11
4. Area IV Roosevelt Road (South Side of Street Only)
  - a. In-ground Planters: 20
  - b. 36" Round Containers: 40

#### **I. Specifications**

##### **a. Containers**

- i. Ensure adequate drainage of planter.

- ii. Water a minimum of 3 times per week or more often as necessary in order to maintain plant health during season.
  - iii. Apply weed control and hand weed as necessary.
  - iv. Weekly inspection of plantings and de-litter as necessary.
  - v. Fertilize at time of planting and twice monthly thereafter.
- b. In-ground Flower Beds**
- i. Remove and dispose of all debris, litter and dead plantings.
  - ii. Water a minimum of 3 times per week or more often as necessary in order to maintain plant health during the season
  - iii. Apply weed control and hand weed as necessary.
  - iv. Cultivate to define edges.
  - v. Fertilize at time of planting and twice monthly thereafter.
- c. Weeding / Fertilization / Cultivation:** All containers and in-ground flower beds shall be kept weed free. All weed control applications must be made by a licensed professional. Applications may be restricted to weekend or off-time hours. Cultivation of planting beds as required to control weed and define edges is required. Fertilize planting containers and in-ground flower beds as needed to maintain high vigor and good color. Fertilizer formulation shall not include pre or post emergent treatment unless pre-approved. The City of Berwyn shall be notified prior to application of any fertilization for material approval and scheduling.

**Additional Conditions and Instructions:**

- This contract is for the watering of plantings. A separate contract will be issued for the installation of plantings.
- The contractor awarded the installation contact shall coordinate installation with the watering contractor to ensure plant health.
- Water for the plants can be obtained via Berwyn Public Works at cost. If water is provided by the City, an invoice for the water will be sent to the contractor at the end of the contract.
- This is a lump sum contract. Additional water may be required during drought periods but is the sole responsibility of the contractor.
- Prospective bidders shall register with the City's representative in order to stay up to date with announcements and changes.
- City will pay 50% deposit upon acceptance of contract and 50% up successful completion of the planting cycle.

The City of Berwyn appreciates and encourages the use of local labor, services and goods.

The contract will cover one planting season. Watering should begin once plantings are installed and must continue until the plantings are removed. Plants are to be watered in a manner which preserves the health and vitality of the plantings, additional watering may be required (i.e. drought, high heat, etc.). The City will not reimburse contractor for additional required watering occurrences.

**Vendor's Proposal**

In accordance with the City of Berwyn RFP General Provisions, [Insert Company Name]  
\_\_\_\_\_ agrees to furnish the above request for Seasonal  
Planting Watering in an amount not to exceed \$ \_\_\_\_\_ to be paid in two equal  
payments.

Signed,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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# Request for Proposal - General Provisions | 2015

## REQUEST FOR PROPOSAL – General Provisions

CITY OF BERWYN, IL  
2015

**NOTICE TO PROPOSERS:** Sealed Proposals will be received by the Office of the City Clerk, until the time and date specified below, for:

### **SEASONAL PLANTING WATERING**

RFP packets are available at City Clerk's Office, City Hall, 6700 W. 26th Street, Berwyn, IL 60402.

**ADDRESS PROPOSALS TO:** Attention of the City Clerk's Office, City Hall, 6700 W. 26<sup>th</sup> Street, Berwyn IL 60402, on or before the Proposal due local time and date specified below. Proposals shall be sealed and clearly marked on the front, "Proposal for Seasonal Plantings - Watering." Faxed proposals will not be accepted.

**PROPOSALS ARE DUE NO LATER THAN:** 9:30 a.m., on April 8<sup>th</sup>, 2015. Proposers shall submit four (4) copies of their proposal.

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal must be submitted no later than 9:30 a.m. in accordance with the timeline, by e-mailing or calling the following City Representative:

Evan K. Summers  
Assistant City Administrator  
City of Berwyn  
708-788-2660 x6541

### **TIMELINE:**

Issuance of RFP	March 25, 2015
Questions Due	April 1, 2015
Proposals Due	April 8, 2015
Open Bids	April 8, 2015
Award Contract	April 22, 2015
Watering Begins	June 9, 2015
Watering Ends	October 10, 2015

### **INDEX:**

Section I	Request for Proposals
Section II	Specific Conditions and Instructions to this Proposal
Section III	General Conditions and Instructions to Proposers
Section IV	Company References
Section V	Company Information & Signature Sheet

**SECTION II**  
**SEPCIFIC CONDITION AND INSTRUCTIONS TO THIS PROPOSAL**

A. **SCOPE:**

[See attached cover sheet]

B. **PROPOSAL REQUIREMENTS:**

1. If any Bidder is in doubt as to the intent or meaning of any part of this Request for Proposal, the Bidder must e-mail or call the City's representative no later than as prescribed by the aforementioned timeline.
2. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a contractor implies the contractor's acceptance of the terms and conditions herein.
3. The Bidder is responsible for all cost related to the preparation of this proposal.
4. Any cost associated with the delivery or equipment not specifically set forth in this Request for Proposal will be the responsibility of the contractor, and is understood as to be included in the fees and charges.
5. The format of the Bidder's proposal must be consistent with the format described herein.
6. Proposed pricing and/of percentage discount shall be firm from the beginning date of the signed purchase order; this is a turn-key project in which the awarded amount is understood to cover the scope of work.
7. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
8. The City is in no way restricted from ordering services from other contractors as needed.
9. This proposal must be summarized in letter form on the contractor's letterhead. The letter must be signed by an officer of the contractor or a designated agent empowered to bind the firm in the contract offer. Acceptance to the terms must be noted in the letter.
10. The proposal may include a proposed alternate for the contract. The City will consider alternates that will achieve higher levels of practicality, intensity, effect or cost savings.
11. At least three (3) references from companies or agencies that have utilized your services for a similar scope of work. The company's name and address, a contact name, title and phone number or email, must be included with the reference information (Section IV).
12. A completed and signed Company Information & Signature Sheet (Section V); delivery information must also be completed in this section.

**NOTE: Proposers are required to submit the required information listed above. The City reserves the right reject any and all proposals without cause.**

**C. GENERAL REQUIREMENTS:**

1. Professional workmanship shall meet or exceed existing industry standards.
2. Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the contractor, upon notification and at their expense, shall replace the within seven (7) business days to the complete satisfaction of the City. The replacement of the material shall be made only at such time as shall be designated by the City as least detrimental to the operation of City business.  
Regardless of any statement to the contrary, the contractor agrees that implied warranty of merchantability and fitness for a specific purpose is not disclaimed.
3. Proposers shall guarantee delivery in accordance with the delivery requirements referenced herein.
4. Failure of the contractor to provide commodities within the time specified, unless extended in writing by the City, or failure to replace rejected commodities when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel, adjust the contract or seek damages; whichever is in the best interest of the City. In any event, the City may purchase in the open market commodities of comparable worth to replace the articles rejected or not delivered. On all such purchases the contractor shall reimburse the City within reasonable time specified by the City for any expense incurred is not cancelled, such purchases shall be deducted from the contract quantities. The City reserves the right to accept commodities delivered which do not meet specifications, or are substandard in quality, subject to an adjustment in price to be determined by the City.
5. The contractor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the contractor shall bear all risk for rejected commodities after notice of rejection. Rejected commodities shall be replaced by and at the expense of the contractor after written notification of rejection.  
  
Upon contractor's failure to replace commodities within seven (7) working days after the date of notification, the City may return the rejected commodities to the contractor at the contractor's risk and expense, or the City may dispose of them as its own property.
6. Final inspection of commodities shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities shall be made within a reasonable

time after delivery, but failure to inspect or reject commodities shall not impose liability on the City if such commodities are not in accordance with the specification. All commodities delivered to the City shall be accepted subject to inspection and physical count.

7. Bidders should register with the City representative to stay up-to-date on all amendments to the RFP.

**D. CONTRACT AWARD:**

1. The Contractor's proposal must be complete to be considered for award.
2. The City reserves the right to qualify, accept or reject any or all contractors and accept any proposal deemed to be in the best interest of the City. The City of Berwyn reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Berwyn reserves the right to accept or reject any exception taken by the contractor to the terms and conditions of the request for proposals.
3. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any Proposals responses which are received later than the date and time stated below.
4. Consideration may be given to, but not limited to, delivery time, the proposed material, warranty/product, reliability & functionality/product availability, references, delivery time, local bidders, and special pricing & volume discounts.
5. Award, if made, shall be in the form of a Purchase Order.
6. All prescriptions of this RFP shall be understood as a form of signed contract.

**E. EVALUATION PROCESS:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The City may conduct discussions with any Bidder that submits an acceptable or potentially acceptable proposal. Bidders shall be afforded fair treatment with respect to any opportunity for discussion and revision of proposals. The City's representative reserves the right to request the Bidder to provide additional information during this process.

**SECTION III**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

The general rules and conditions which follow apply to all proposals issued by the City, unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposer's own risk.

**REQUEST FOR PROPOSAL (RFP):** is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is NOT a Proposal and is not governed by State or Federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City and the proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

**A. CONDITIONS FOR PROPOSING**

1. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to proposal. The signed document shall constitute acceptance of the bidder to terms and conditions set forth herein but shall not bind the City until a purchase order is made.
2. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed proposals will not be accepted. Proposal shall be submitted in a sealed envelope clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

City Clerk's Office  
City of Berwyn  
6700 W 26<sup>th</sup> Street  
Berwyn, IL 60402

3. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever legal measures are necessary to ensure that the proposal reaches the office of the City Clerk on or before the local time and date specified. The City shall not be responsible for, and may not consider, any late proposal, amendment thereto, and request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal need not be opened and will not be considered for award by the City.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

4. **PROPOSALS BINDING 60 DAYS.** Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) days following proposal date, unless the proposer(s), at the City's request agrees in writing to an extension.
5. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Berwyn upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. The proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
6. **COLLUSIVE PROPOSING.** The City of Berwyn believes it is important to keep a fair and balanced marketplace, therefore the Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Prior compensated consulting shall not preclude a firm from bidding.

**B. INSURANCE**

1. **INSURANCE REQUIREMENTS.** The successful proposer shall provide insurance as follows:

- a. Certificate of Insurance; Cancellation of Modification

- (1). Before commencing work, the Proposer shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period.
- (2). The Proposer shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy of policies.

(3). Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.

b. Minimum Coverage

(1). Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Informal Project specs: Class I (under \$1M)

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined	
	<u>Single Limit</u>	
(1) Bodily Injury & Property Damage	\$500,000	

c. Worker’s Compensation Insurance as required by Illinois state law.

**The City requires that the Contractor’s Insurance carrier be “A” rated or better by A.M. Best.**

**WHEN ADDITIONALLY REQUIRED:**

Errors & Omissions	\$500,000
Fidelity Bond (minimum)	\$ 50,000

d. Hold Harmless: Endorsement Required

(1). The Proposer, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees, and agents from any and all liability, loss, cost, damage and expense (including reasonable attorney’s fees and court cost) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Proposer’s operations under this document.

(2). Proposer is not, and shall not be deemed to be, an agent or employee of the City of Berwyn.

(3). Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that is not intended by any of the provisions of any

part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

e. **Additional Insurance Requirements**

Owner's Insurance shall include coverage for losses or damage caused by the negligent act or omissions of Contractor or Subcontractors, or for damage to material or equipment while under the control of or stored by Contractor or Subcontractor prior to installation or prior to inclusion of such material or equipment in construction. Contractor shall maintain appropriate insurance for such risks or occurrences and name the City of Berwyn as an additional insured.

Contractor shall be responsible for the owner's deductible on the owner's builder's risk.

C. **SPECIFICATIONS**

1. **FORMAL SPECIFICATIONS.** The proposer shall propose by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, etc., shall be construed as the minimum requirements of the specifications. Site visits to review existing conditions are encouraged for proper bidding.
2. **PROPOSED ALTERNATE.** When an item is identified in the Proposal document by a manufacture's name or catalog number, it is understood that the Bidder proposes to furnish the commodity and/or service so identified by the City unless the Bidder specifically proposes an alternate. In Bidding on a proposed alternate, the Bidder shall clearly state on his/her Proposal exactly what he/she proposes to furnish, and forward with his/her Proposal, a complete description of the proposed alternate, including brand, model number, drawings performance and test date, references, and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any charges in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof on the merit of the proposed alternate material in upon the proposer. The City's decision to approve or disapprove of a proposed alternate shall be final.
3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The proposer shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the proposal. The proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contract person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made within addendum. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes

shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date.

D. **SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS**. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The city also reserves the right to reject a similar nature, or proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful proposer is selected. Criteria for selection will include but not limited to:
  - Ability to provide the type and quality of service that best meets the needs of the City.
  - Organization, size, management and structure of the firm to provide service.
  - Experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments.
  - Satisfactory reference checks of clients on similar projects.
  - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the proposer's employment practices.
  - Whether the proposer is in arrears to the City, in dept on a contract or is a defaulter on a surety or other agreement with the City.
  - If a reasonable doubt arises as to proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.
  - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.
  - The use of local labor or businesses.

Once the City has reached an agreement with the Proposer, a purchase order will be issued upon award. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. **CORRECTIONS TO SUBMITTED PROPOSALS**. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.
4. **PRICING REQUIREMENTS**. All pricing submitted by the Bidder shall be indicated in both words and figures. (Ex. \$200.00, two hundred dollars).

5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the city.

Formal presentations will be scored and evaluated by the Public Works Director who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project.
7. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. **GENERAL CONTRACT PROVISIONS**

1. **CONTRACT AWARD.** Upon City's selection and satisfactory between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in binding contract without further action by either party. The contract shall be on forms provided by the City; or if the proposer's contract document is used, the City reserves the right to modify and document to conform to the request for proposal and to do so in the light most favorable to the City.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent for appropriations available to each project. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriation for the following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variables in the terms of a contact shall be valid or binding upon the City unless authorized in writing by both parties.
5. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
6. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
  - a. The contract life shall be from award to project close out; insurance shall extend until December 31 of the contract year.
  - b. Extended upon written authorization of the city and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.

- c. Terminated due to the default, as described below.
  - d. The City reserves the right to cancel the Contract without reason by giving 30 days notice to Contractor.
8. **DEFAULT.** The Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period of during which to cure or remedy the default, which cure period shall be included in the written notice to default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the contract terminated without further notice. Lack of knowledge by the contractor will in no way be cause for relief from responsibility. In the event of detrimental default, the City reserves the right to file suit against the Contractor. Any legal proceedings shall take place in the County of Cook, IL.
9. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either. Proposer is not, and shall not be deemed to be, an agent or employee of the City of Berwyn.  
Proposer further agrees to:
- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or uncopyright composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
  - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Illinois and the Federal Government including the Prevailing Wage Act.
10. **NON DISCRIMINATION.** Proposer shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual statement, sexual orientation or otherwise commit an unfair employment practice. Proposer further agrees that this non-discriminatory agreement shall be incorporated by the Proposer in all contracts entered into with suppliers of commodities and/or services, contractors and subcontractors, and all labor organizations furnishing skilled,

unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

F. **PAYMENT PROVISIONS**

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City. City Council meets bi-monthly and therefore adequate time must be given by the contractor for City staff to review, authorize and submit to City Council for approval.

2. **INVOICING.** Following acceptance of each payment term, payment shall be made within forty five (45) calendar days from receipt of itemized invoice. Before the City will pay any invoice, the invoice must include a detailed description of all charges, the proposal number, department name, dollar amount, quantity of hours worked, and any other pertinent information. All reimbursable expenses (meals, travel, etc.) must be accompanied by a copy of the contractor's receipt. Submit invoice in duplicate to:

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

3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitation imposed by the Federal Government shall govern.

4. **TAXES.** The City of Berwyn is exempt from all Federal, State of Illinois and other State Taxes on the purchase of commodities and services used by the City of Berwyn within the State of Illinois. The Finance Department shall provide tax exemption certification to out-of-state taxes imposed on purchases of commodities and/or services which are which are used within another state are applicable and subject to payment.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

**SECTION IV**  
**REFERENCES**

The contractor must complete the required reference information listed below. The contractor must provide at least three (3) references from companies or agencies that have purchased the proposed (or similar) services from your company. The company's name and address, a contact name, title, and phone number, must be included with the reference information.

1. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** Additional reference may be included with the Contractor's proposal.

**SECTION V**  
**COMPANY INFORMATION & SIGNATURE SHEET**

Contractors must include with their submitted proposal this completed and signed Company Information & Signature Sheet and a price list for the proposed summer flower rotation required for this contract.

The undersigned Bidder, having examined and determined the scope of this Request for Proposal, hereby proposes to supply and delivery the proposed commodities as described in the proposal documents at the prices set forth within.

The undersigned Bidder states that this Proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the contractor's proposal and the Request for Proposal prepared by the City of Berwyn, and the City's Request for Proposal shall prevail.

The undersigned Bidder certifies that this proposal is made in good faith and without collusion or connection with any other persona or persons Bidder on the project.

Name of Firm: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

**Addenda Form:**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**A Century of Progress with Pride**

Date: March 24, 2015

To: Mayor Robert J. Lovero  
Members of City Council

**Re: Request to Solicit Bids – Landscape Contractors**

I am seeking approval to solicit bids from qualified landscape contractors for the upkeep and maintenance of the following commercial districts:

- Ogden Avenue
- The Depot District
- Cermak Road
- Roosevelt Road

These services are budgeted through the various TIFs and General Fund.

Respectfully submitted,

Bob Schiller  
Public Works Director

RS/eks



A Century of Progress with Pride

March 24, 2015

**Landscape Maintenance – Ogden Avenue**

The City of Berwyn is seeking Bids for Landscaping Maintenance for Ogden Avenue (both sides and approximately 100 feet (to the far side of each service alley)) north and south of Ogden Avenue on all cross streets from Harlem Avenue to Lombard Avenue. The Maintenance Contract begins April 20th and continues through November 13th, 2015. The City reserves the right to award different corridors to different contractors if deemed in the best interest of the City.

**Scope of Work**

- Weekly grass cutting, string trimming and edging from April 20th through July 10<sup>th</sup>, bi-weekly from July 20<sup>th</sup> through August 21st, then weekly from August 24th through November 13th, 2015. As a part of each grass cutting event all yard waste is to be picked up and properly disposed of by the contractor. (all debris must be picked up prior to grass cutting)
- Trimming and bi-weekly weeding of trees, shrubs and bushes.
- Removal of weeds and monthly application of vegetation killer in all city owned brick and concrete walkway areas.
- Spraying lawn area's with fertilizer and weed control three times per season (notify Public Works when completed)
- All garbage cans shall be emptied weekly on Tuesdays and Fridays during the duration of the contract.

All supplies necessary for the execution of this contact are incidental to this contract.

Contractor must provide all insurance, license and bond required by the City of Berwyn and State of Illinois. This RFP and related contract shall be subject to the attached Request for Proposal - General Provisions.

**Total Cost for Services \$ \_\_\_\_\_ to be paid in six equal payments**

**OPTIONAL ADDITIONAL SERVICES**

**Supply and spread double shredded hardwood mulch (dyed brown) \_\_\_\_\_ per yard.**



**A Century of Progress with Pride**

March 24, 2015

**Landscape Maintenance – Depot District**

The City of Berwyn is seeking Bids for Landscaping Maintenance for the Depot District Area as indicated on the attached map. The Maintenance Contract begins April 20th through November 13th, 2015. The City reserves the right to award different corridors to different contractors if deemed in the best interest of the City.

**Scope of Work**

- Weekly grass cutting, string trimming and edging from April 20th through July 10<sup>th</sup>, bi-weekly from July 20<sup>th</sup> through August 21st, then weekly from August 24th through November 13th, 2015. As a part of each grass cutting event all yard waste is to be picked up and properly disposed of by the contractor. (all debris must be picked up prior to grass cutting)
- Trimming and bi-weekly weeding of trees, shrubs and bushes planted in planters and planter boxes.
- Removal of waste and debris from all trees, planters and planter boxes.
- Fertilizing weed control and watering of all grass and plants to ensure healthy growth. (notify Public Works when completed)
- Removal of weeds and monthly application of vegetation killer in all paver bricks and concrete walkway areas as indicated on the attached map.
- Emptying all public trash receptacles on Monday and Friday of each week.

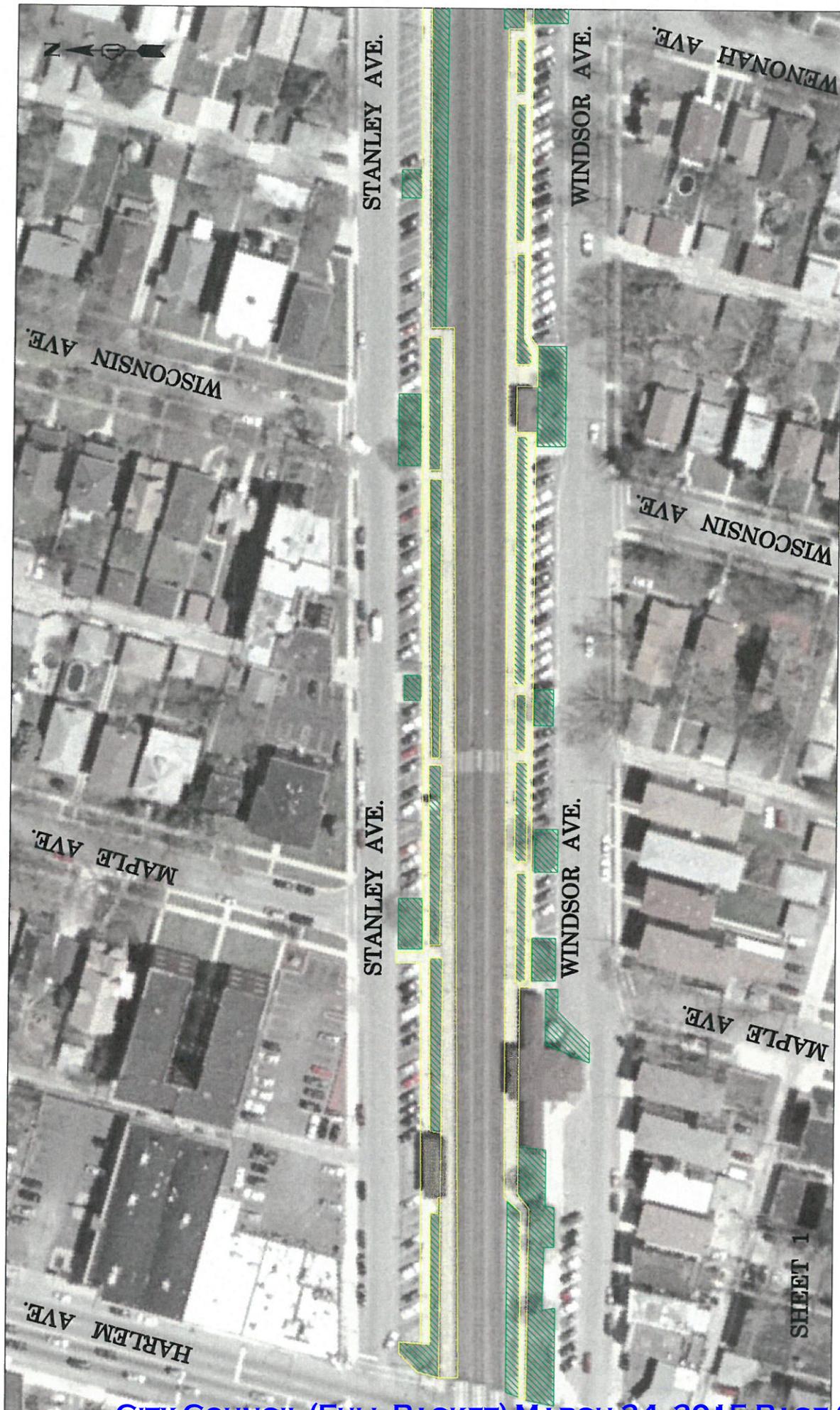
All supplies necessary for the execution of this contact are incidental to this contract.

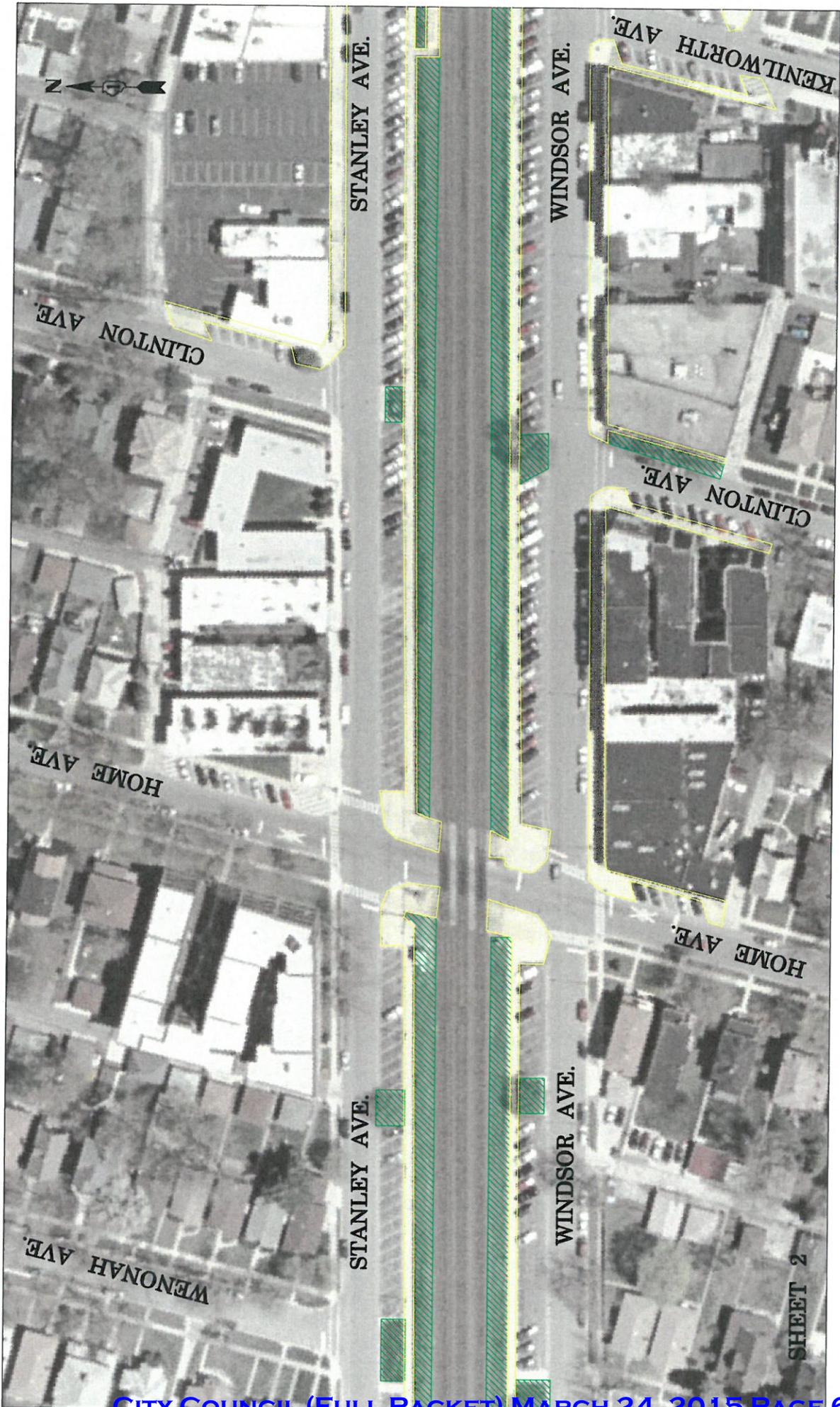
Contractor must provide all insurance, license and bond required by the City of Berwyn and State of Illinois. This RFP and related contract shall be subject to the attached Request for Proposal - General Provisions.

**Total Cost for Services \$ \_\_\_\_\_ to be paid in six equal installments.**

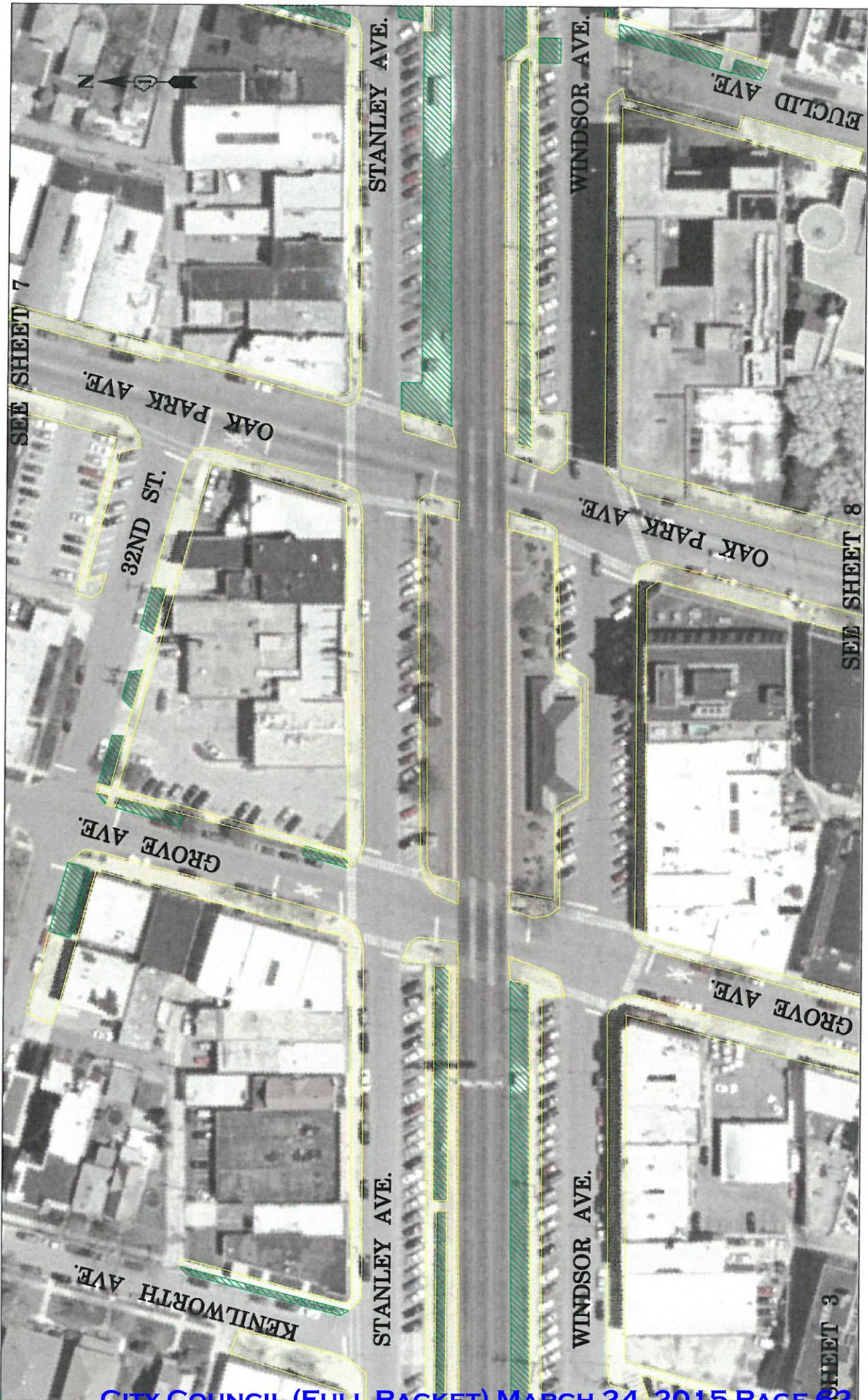
**OPTIONAL ADDITIONAL SERVICES**

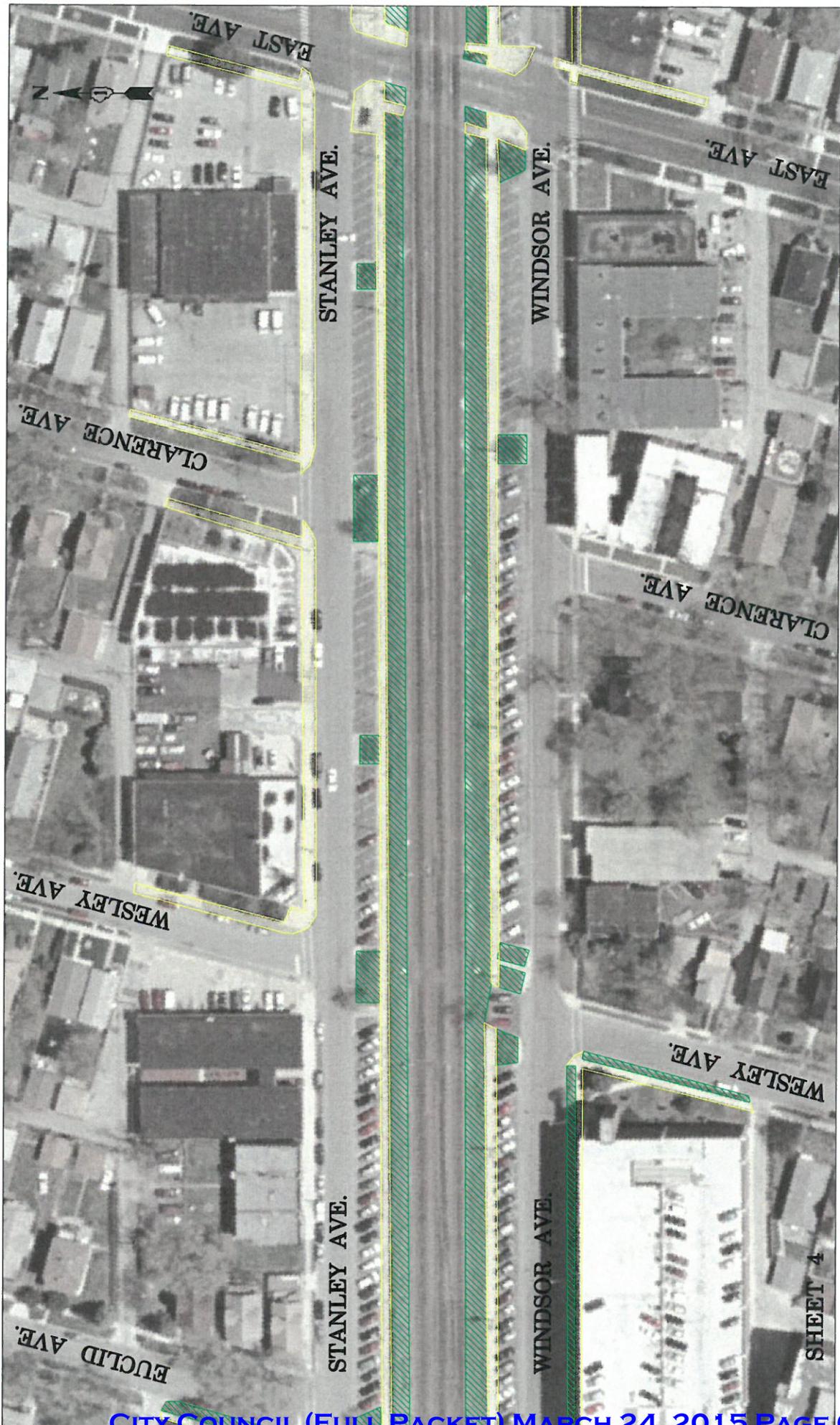
**Supply and spread double shredded hardwood mulch (dyed brown) \_\_\_\_\_ per yard.**



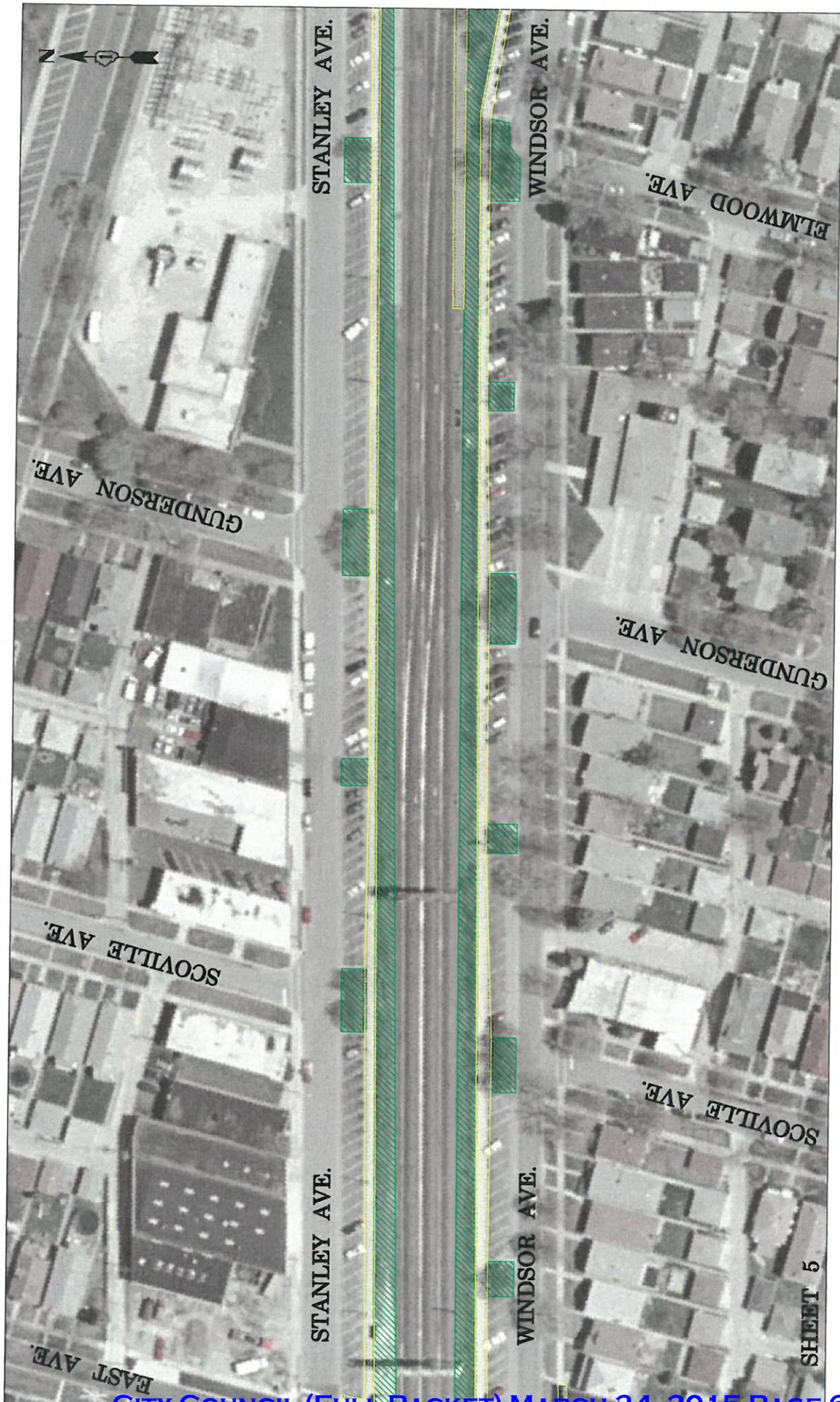


SHEET 2





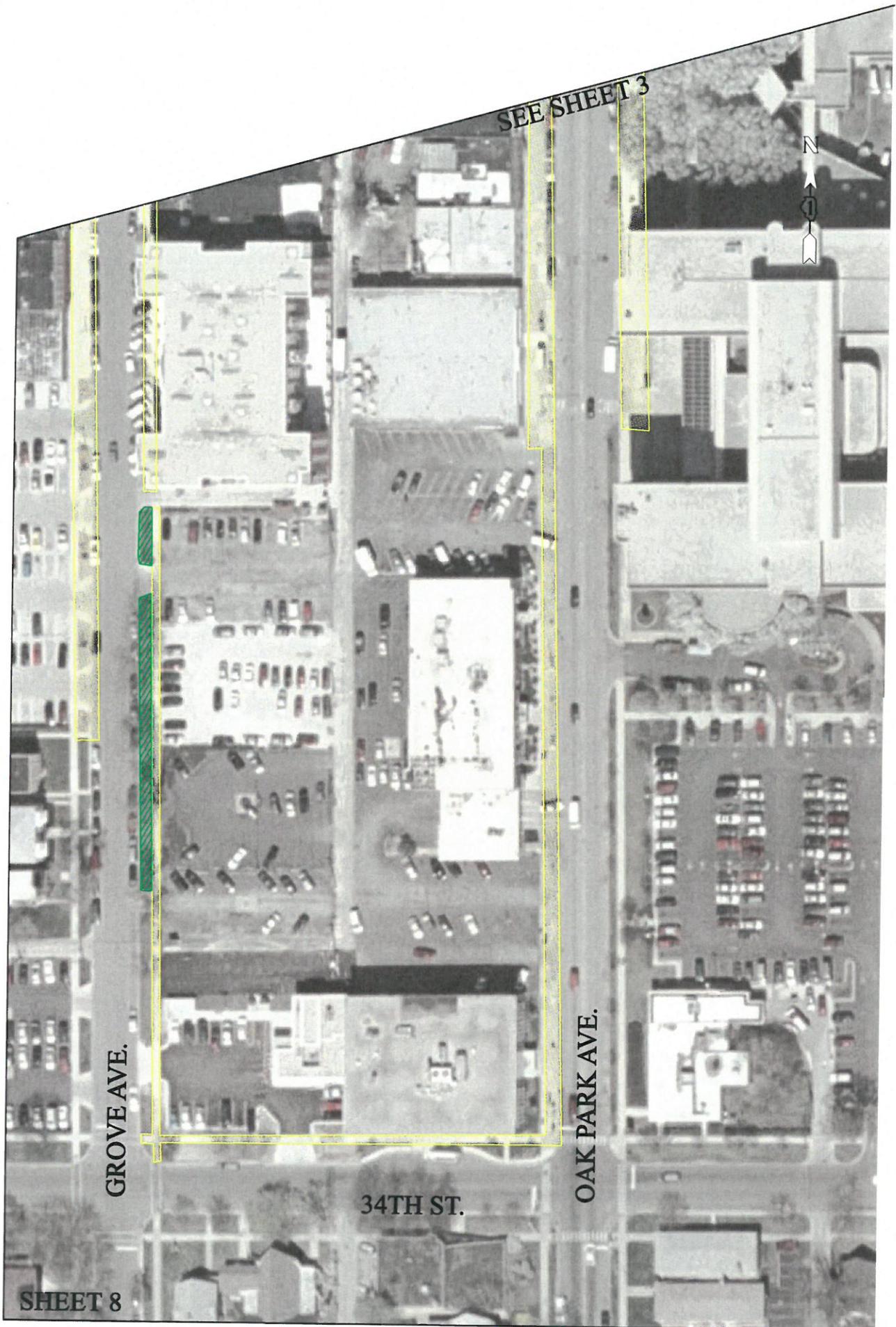
SHEET 4



SHEET 5









A Century of Progress with Pride

March 24, 2015

**Landscape Maintenance – Cermak Road**

The City of Berwyn is seeking Proposals for Landscape Maintenance for Cermak Road (both sides and center median planters from Harlem Avenue to Lombard Avenue). The parkway north of Cermak on East Avenue (both sides), from Cermak to Vacin Fairway (El Strip), shall also be maintained. The Maintenance Contract begins April 20th through November 13th, 2015. The City reserves the right to award different corridors to different contractors if deemed in the best interest of the City.

**Scope of Work**

- Weekly grass cutting, string trimming and edging from April 20th through July 10<sup>th</sup>, bi-weekly from July 20<sup>th</sup> through August 21st, then weekly from August 24th through November 13th, 2015. As a part of each grass cutting event all yard waste is to be picked up and properly disposed of by the contractor. (all debris must be picked up prior to grass cutting)
- Trimming and bi-weekly weeding of trees, shrubs and bushes planted in planter boxes
- Trimming and bi-weekly weeding of center median planters
- Removal of waste and debris from all planters and planter boxes and center median planters.
- Fertilizing weed control and watering of grass and plants to ensure healthy growth.
- Removal of weeds and monthly application of vegetation killer in all paver bricks and concrete walkway areas.
- Irrigation systems shall be energized and remain operational throughout the length of this contract. The irrigation system must be “winterized” at the conclusion of this contract (coordinate with Water Department Foreman). Any malfunction of the irrigation system shall be repaired by the contractor. The City shall reimburse the contractor for any/all parts necessary to keep the irrigation system operational. (All broken or malfunctioning parts shall be returned to the City)
- Emptying all public trash receptacles and replacing trash bags on Monday and Friday of each week

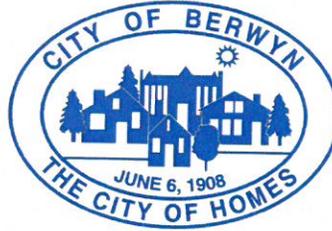
All supplies necessary for the execution of this contract are incidental to this contract.

Contractor must provide all insurance, license and bond required by the City of Berwyn and State of Illinois. This RFP and related contract shall be subject to the attached Request for Proposal - General Provisions.

**Total Cost for Services \$ \_\_\_\_\_ to be paid in six equal payments**

**OPTIONAL ADDITIONAL SERVICES**

**Supply and spread double shredded hardwood mulch (dyed brown) \_\_\_\_\_ per yard.**



A Century of Progress with Pride

March 24, 2015

### **Landscape Maintenance – Roosevelt Road**

The City of Berwyn is seeking Bids for Landscape Maintenance for Roosevelt Road (South side and approximately 100 feet (to the far side of south service alley)) south of Roosevelt Road on all cross streets from Harlem Avenue to Lombard Avenue. The Maintenance Contract begins April 20<sup>th</sup> through November 13<sup>th</sup>, 2015. The City reserves the right to award different corridors to different contractors if deemed in the best interest of the City.

#### **Scope of Work**

- Trimming and bi-weekly weeding of trees, tree grates, planters, shrubs and bushes.
- Removal of weeds and monthly application of vegetation killer in all city owned brick and concrete walkway areas and dead ends.
- All garbage cans within the area referenced above, shall be emptied weekly on Tuesdays and Fridays during the duration of the contract.

All supplies necessary for the execution of this contact are incidental to this contract.

Contractor must provide all insurance, license and bond required by the City of Berwyn and State of Illinois. This RFP and related contract shall be subject to the attached Request for Proposal - General Provisions.

**Total Cost for Services \$ \_\_\_\_\_ to be paid in six equal installments.**

# Request for Proposal - General Provisions | 2015

**REQUEST FOR PROPOSAL – General Provisions**  
**CITY OF BERWYN, IL**  
**2015**

**NOTICE TO PROPOSERS:** Sealed Proposals will be received by the Office of the City Clerk, until the time and date specified below, for:

**Landscape Maintenance: Ogden Avenue, Depot District, Cermak Road, Roosevelt Road**

RFP packets are available at City Clerk's Office, City Hall, 6700 W. 26th Street, Berwyn, IL 60402.

**ADDRESS PROPOSALS TO:** Attention of the City Clerk's Office, City Hall, 6700 W. 26<sup>th</sup> Street, Berwyn IL 60402, on or before the Proposal due local time and date specified below. Proposals shall be sealed and clearly marked on the front, "**Proposal for Landscape Maintenance [Ogden Ave, Depot District, Cermak Road, and/or Roosevelt Road]**." Faxed proposals will not be accepted.

**PROPOSALS ARE DUE NO LATER THAN:** 9:30 a.m., on **April 8<sup>th</sup>**, 2015. Proposers shall submit four (4) copies of their proposal.

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal must be submitted no later than 9:30 a.m. in accordance with the timeline, by e-mailing or calling the following City Representative:

Robert Schiller  
Public Works Director  
City of Berwyn  
(708) 749-6510

**TIMELINE:**

Issuance of RFP	March 25, 2015
Questions Due	April 1, 2015
Proposals Due	April 8, 2015
Open Bids	April 8, 2015
Award Contract	April 14, 2015
Maintenance Begins	April 20, 2015
Maintenance Ends	November 13, 2015

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**SECTION II**  
**SEPCIFIC CONDITION AND INSTRUCTIONS TO THIS PROPOSAL**

A. **SCOPE:**

[See attached cover sheet]

B. **PROPOSAL REQUIREMENTS:**

1. If any Bidder is in doubt as to the intent or meaning of any part of this Request for Proposal, the Bidder must e-mail or call the City's representative no later than as prescribed by the aforementioned timeline.
2. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a contractor implies the contractor's acceptance of the terms and conditions herein.
3. The Bidder is responsible for all cost related to the preparation of this proposal.
4. Any cost associated with the delivery or equipment not specifically set forth in this Request for Proposal will be the responsibility of the contractor, and is understood as to be included in the fees and charges.
5. The format of the Bidder's proposal must be consistent with the format described herein.
6. Proposed pricing and/of percentage discount shall be firm from the beginning date of the signed purchase order; this is a turn-key project in which the awarded amount is understood to cover the scope of work.
7. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
8. The City is in no way restricted from ordering services from other contractors as needed.
9. This proposal must be summarized in letter form on the contractor's letterhead. The letter must be signed by an officer of the contractor or a designated agent empowered to bind the firm in the contract offer. Acceptance to the terms must be noted in the letter.
10. The proposal may include a proposed alternate for the contract. The City will consider alternates that will achieve higher levels of practicality, intensity, effect or cost savings.
11. At least three (3) references from companies or agencies that have utilized your services for a similar scope of work. The company's name and address, a contact name, title and phone number or email, must be included with the reference information (Section IV).
12. A completed and signed Company Information & Signature Sheet (Section V); delivery information must also be completed in this section.

**NOTE: Proposers are required to submit the required information listed above. The City reserves the right reject any and all proposals without cause.**

**C. GENERAL REQUIREMENTS:**

1. Professional workmanship shall meet or exceed existing industry standards.
2. Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the contractor, upon notification and at their expense, shall replace the within seven (7) business days to the complete satisfaction of the City. The replacement of the material shall be made only at such time as shall be designated by the City as least detrimental to the operation of City business.  
Regardless of any statement to the contrary, the contractor agrees that implied warranty of merchantability and fitness for a specific purpose is not disclaimed.
3. Proposers shall guarantee delivery in accordance with the delivery requirements referenced herein.
4. Failure of the contractor to provide commodities within the time specified, unless extended in writing by the City, or failure to replace rejected commodities when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel, adjust the contract or seek damages; whichever is in the best interest of the City. In any event, the City may purchase in the open market commodities of comparable worth to replace the articles rejected or not delivered. On all such purchases the contractor shall reimburse the City within reasonable time specified by the City for any expense incurred is not cancelled, such purchases shall be deducted from the contract quantities. The City reserves the right to accept commodities delivered which do not meet specifications, or are substandard in quality, subject to an adjustment in price to be determined by the City.
5. The contractor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the contractor shall bear all risk for rejected commodities after notice of rejection. Rejected commodities shall be replaced by and at the expense of the contractor after written notification of rejection.  
  
Upon contractor's failure to replace commodities within seven (7) working days after the date of notification, the City may return the rejected commodities to the contractor at the contractor's risk and expense, or the City may dispose of them as its own property.
6. Final inspection of commodities shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities shall be made within a reasonable

time after delivery, but failure to inspect or reject commodities shall not impose liability on the City if such commodities are not in accordance with the specification. All commodities delivered to the City shall be accepted subject to inspection and physical count.

7. Bidders should register with the City representative to stay up-to-date on all amendments to the RFP.

**D. CONTRACT AWARD:**

1. The Contractor's proposal must be complete to be considered for award.
2. The City reserves the right to qualify, accept or reject any or all contractors and accept any proposal deemed to be in the best interest of the City. The City of Berwyn reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Berwyn reserves the right to accept or reject any exception taken by the contractor to the terms and conditions of the request for proposals.
3. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any Proposals responses which are received later than the date and time stated below.
4. Consideration may be given to, but not limited to, delivery time, the proposed material, warranty/product, reliability & functionality/product availability, references, delivery time, local bidders, and special pricing & volume discounts.
5. Award, if made, shall be in the form of a Purchase Order.
6. All prescriptions of this RFP shall be understood as a form of signed contract.

**E. EVALUATION PROCESS:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The City may conduct discussions with any Bidder that submits an acceptable or potentially acceptable proposal. Bidders shall be afforded fair treatment with respect to any opportunity for discussion and revision of proposals. The City's representative reserves the right to request the Bidder to provide additional information during this process.

**SECTION III**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

The general rules and conditions which follow apply to all proposals issued by the City, unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposer's own risk.

**REQUEST FOR PROPOSAL (RFP):** is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is NOT a Proposal and is not governed by State or Federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City and the proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

**A. CONDITIONS FOR PROPOSING**

1. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to proposal. The signed document shall constitute acceptance of the bidder to terms and conditions set forth herein but shall not bind the City until a purchase order is made.
2. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed proposals will not be accepted. Proposal shall be submitted in a sealed envelope clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

City Clerk's Office  
City of Berwyn  
6700 W 26<sup>th</sup> Street  
Berwyn, IL 60402

3. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever legal measures are necessary to ensure that the proposal reaches the office of the City Clerk on or before the local time and date specified. The City shall not be responsible for, and may not consider, any late proposal, amendment thereto, and request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal need not be opened and will not be considered for award by the City.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

4. **PROPOSALS BINDING 60 DAYS.** Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) days following proposal date, unless the proposer(s), at the City's request agrees in writing to an extension.
5. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Berwyn upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. The proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
6. **COLLUSIVE PROPOSING.** The City of Berwyn believes it is important to keep a fair and balanced marketplace, therefore the Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Prior compensated consulting shall not preclude a firm from bidding.

**B. INSURANCE**

1. **INSURANCE REQUIREMENTS.** The successful proposer shall provide insurance as follows:

- a. **Certificate of Insurance; Cancellation of Modification**

- (1). Before commencing work, the Proposer shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period.
- (2). The Proposer shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy of policies.

(3). Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.

**b. Minimum Coverage**

(1). Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Informal Project specs: Class I (under \$1M)

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<b>a. Comprehensive General Liability</b>		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
<b>b. Automobile Liability</b>		
	<u>Combined Single Limit</u>	
(1) Bodily Injury & Property Damage	\$500,000	

c. Worker’s Compensation Insurance as required by Illinois state law.

**The City requires that the Contractor’s Insurance carrier be “A” rated or better by A.M. Best.**

**WHEN ADDITIONALLY REQUIRED:**

Errors & Omissions	\$500,000
Fidelity Bond (minimum)	\$ 50,000

**d. Hold Harmless: Endorsement Required**

(1). The Proposer, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees, and agents from any and all liability, loss, cost, damage and expense (including reasonable attorney’s fees and court cost) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Proposer’s operations under this document.

(2). Proposer is not, and shall not be deemed to be, an agent or employee of the City of Berwyn.

(3). Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that is not intended by any of the provisions of any

part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

e. **Additional Insurance Requirements**

Owner's Insurance shall include coverage for losses or damage caused by the negligent act or omissions of Contractor or Subcontractors, or for damage to material or equipment while under the control of or stored by Contractor or Subcontractor prior to installation or prior to inclusion of such material or equipment in construction. Contractor shall maintain appropriate insurance for such risks or occurrences and name the City of Berwyn as an additional insured.

Contractor shall be responsible for the owner's deductible on the owner's builder's risk.

C. **SPECIFICATIONS**

1. **FORMAL SPECIFICATIONS**. The proposer shall propose by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, etc., shall be construed as the minimum requirements of the specifications. Site visits to review existing conditions are encouraged for proper bidding.
2. **PROPOSED ALTERNATE**. When an item is identified in the Proposal document by a manufacture's name or catalog number, it is understood that the Bidder proposes to furnish the commodity and/or service so identified by the City unless the Bidder specifically proposes an alternate. In Bidding on a proposed alternate, the Bidder shall clearly state on his/her Proposal exactly what he/she proposes to furnish, and forward with his/her Proposal, a complete description of the proposed alternate, including brand, model number, drawings performance and test date, references, and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any charges in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof on the merit of the proposed alternate material in upon the proposer. The City's decision to approve or disapprove of a proposed alternate shall be final.
3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES**. The proposer shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the proposal. The proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contract person.
4. **ADDENDUM TO SPECIFICATIONS**. Any substantive interpretation, correction or change of the proposal documents shall be made within addendum. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes

shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date.

D. **SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS**. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The city also reserves the right to reject a similar nature, or proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful proposer is selected. Criteria for selection will include but not limited to:
  - Ability to provide the type and quality of service that best meets the needs of the City.
  - Organization, size, management and structure of the firm to provide service.
  - Experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments.
  - Satisfactory reference checks of clients on similar projects.
  - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the proposer's employment practices.
  - Whether the proposer is in arrears to the City, in dept on a contract or is a defaulter on a surety or other agreement with the City.
  - If a reasonable doubt arises as to proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.
  - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.
  - The use of local labor or businesses.

**Once the City has reached an agreement with the Proposer, a purchase order will be issued upon award. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.**

3. **CORRECTIONS TO SUBMITTED PROPOSALS**. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.
4. **PRICING REQUIREMENTS**. All pricing submitted by the Bidder shall be indicated in both words and figures. (Ex. \$200.00, two hundred dollars).

5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the city.

Formal presentations will be scored and evaluated by the Public Works Director who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project.
7. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. **GENERAL CONTRACT PROVISIONS**

1. **CONTRACT AWARD.** Upon City's selection and satisfactory between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in binding contract without further action by either party. The contract shall be on forms provided by the City; or if the proposer's contract document is used, the City reserves the right to modify and document to conform to the request for proposal and to do so in the light most favorable to the City.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent for appropriations available to each project. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriation for the following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.
5. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
6. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
  - a. The contract life shall be from award to project close out; insurance shall extend until December 31 of the contract year.
  - b. Extended upon written authorization of the city and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.

- c. Terminated due to the default, as described below.
  - d. The City reserves the right to cancel the Contract without reason by giving 30 days notice to Contractor.
8. **DEFAULT.** The Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period of during which to cure or remedy the default, which cure period shall be included in the written notice to default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the contract terminated without further notice. Lack of knowledge by the contractor will in no way be cause for relief from responsibility. In the event of detrimental default, the City reserves the right to file suit against the Contractor. Any legal proceedings shall take place in the County of Cook, IL.
9. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either. Proposer is not, and shall not be deemed to be, an agent or employee of the City of Berwyn. Proposer further agrees to:
- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or uncopyright composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
  - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Illinois and the Federal Government including the Prevailing Wage Act.
10. **NON DISCRIMINATION.** Proposer shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual statement, sexual orientation or otherwise commit an unfair employment practice. Proposer further agrees that this non-discriminatory agreement shall be incorporated by the Proposer in all contracts entered into with suppliers of commodities and/or services, contractors and subcontractors, and all labor organizations furnishing skilled,

unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

F. **PAYMENT PROVISIONS**

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City. City Council meets bi-monthly and therefore adequate time must be given by the contractor for City staff to review, authorize and submit to City Council for approval.

2. **INVOICING.** Following acceptance of each payment term, payment shall be made within forty five (45) calendar days from receipt of itemized invoice. Before the City will pay any invoice, the invoice must include a detailed description of all charges, the proposal number, department name, dollar amount, quantity of hours worked, and any other pertinent information. All reimbursable expenses (meals, travel, etc.) must be accompanied by a copy of the contractor's receipt. Submit invoice in duplicate to:

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

3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitation imposed by the Federal Government shall govern.

4. **TAXES.** The City of Berwyn is exempt from all Federal, State of Illinois and other State Taxes on the purchase of commodities and services used by the City of Berwyn within the State of Illinois. The Finance Department shall provide tax exemption certification to out-of-state taxes imposed on purchases of commodities and/or services which are which are used within another state are applicable and subject to payment.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

**SECTION IV**  
**REFERENCES**

The contractor must complete the required reference information listed below. The contractor must provide at least three (3) references from companies or agencies that have purchased the proposed (or similar) services from your company. The company's name and address, a contact name, title, and phone number, must be included with the reference information.

1.     Company Name: \_\_\_\_\_  
       Company Address: \_\_\_\_\_  
       Company Contact: \_\_\_\_\_  
       Title of Contact: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_
  
2.     Company Name: \_\_\_\_\_  
       Company Address: \_\_\_\_\_  
       Company Contact: \_\_\_\_\_  
       Title of Contact: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_
  
3.     Company Name: \_\_\_\_\_  
       Company Address: \_\_\_\_\_  
       Company Contact: \_\_\_\_\_  
       Title of Contact: \_\_\_\_\_  
       Phone Number: \_\_\_\_\_

**Note:** Additional reference may be included with the Contractor's proposal.

**SECTION V**  
**COMPANY INFORMATION & SIGNATURE SHEET**

**Contractors must include with their submitted proposal this completed and signed Company Information & Signature Sheet and a price list for the proposed summer flower rotation required for this contract.**

The undersigned Bidder, having examined and determined the scope of this Request for Proposal, hereby proposes to supply and delivery the proposed commodities as described in the proposal documents at the prices set forth within.

The undersigned Bidder states that this Proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the contractor's proposal and the Request for Proposal prepared by the City of Berwyn, and the City's Request for Proposal shall prevail.

The undersigned Bidder certifies that this proposal is made in good faith and without collusion or connection with any other persona or persons Bidder on the project.

Name of Firm: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

**Addenda Form:**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

J-5

The City of Berwyn



Anthony T. Bertuca  
City Attorney

**A Century of Progress with Pride**

March 24, 2015

To: Mayor Robert J. Lovero & City Council Members

From: Anthony Bertuca, City Attorney  
Nicole Campbell, City Traffic Engineer

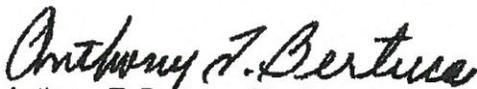
Re: Revisions to section 484.04 Visitor Parking Passes

During past Parking and Traffic Committee meetings, staff has informed the committee of reports and observations of the misuse of visitor passes. The committee had a discussion on how to prevent the misuse of visitor passes. The suggestion agreed upon by committee members was to eliminate the free visitor pass offered to households. Staff further recommends that households within a superzone are issued one free hangtag and one parking pass booklet instead of two free visitor's passes. All households within the City will be able to purchase visitor pass booklets for their guests. If Council concurs with these recommendations, the visitor pass ordinance has been updated and included with this communication.

Recommendation:

Staff recommends that the attached ordinance is approved to include the above recommendations to the distribution of visitor passes.

Sincerely,

  
Anthony T. Bertuca, City Attorney

  
Nicole Campbell, Traffic Engineer

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

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**ORDINANCE**  
**NUMBER**

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**AN ORDINANCE AMENDING SECTION 484.04 OF THE CODIFIED  
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS  
REGARDING VISITOR PARKING PASSES**

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**ROBERT J. LOVERO, Mayor**  
**THOMAS J. PAVLIK, City Clerk**

**NONA N. CHAPMAN**  
**JEFFREY G. BOYAJIAN**  
**MARGARET PAUL**  
**ROBERT FEJT**  
**CESAR A. SANTOY**  
**THEODORE J. POLASHEK**  
**RAFAEL AVILA**  
**NORA LAURETO**  
**Aldermen**

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Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn, Illinois on  
March 24, 2015

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

**AN ORDINANCE AMENDING SECTION 484.04 OF THE CODIFIED ORDINANCES  
OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING VISITOR  
PARKING PASSES**

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

**WHEREAS**, the Mayor and the City Council of the City of Berwyn (the “Corporate Authorities”) find that the regulation of parking on its streets is a matter pertaining to its government and affairs; and

**WHEREAS**, the Corporate Authorities recognize the need for visitor parking; and

**WHEREAS**, the Corporate Authorities determine that it is in the best interests of the residents of the City to amend the Codified Ordinances as set forth below.

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

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

**Section 2:** Section 484.04 of the Codified Ordinances of the City of Berwyn, Cook County, Illinois is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

## § 484.04 VISITOR PARKING PASSES

(A) Visitor parking passes may be obtained by ~~city residents.~~ households in areas where parking is restricted to residents only 24 hours a day 7 days a week or superzones. These households will be issued one annual visitor parking pass and one visitor pass parking booklet, at no charge, as described in § 484.04B.

(B) Passes will be issued and made available at the Parking Division of the City Police Department and at City Hall.

(C) Each visitor's pass shall be clearly identified as a city visitor parking pass and contain the following information when issued:

- (1) The address at which it is to be used;
- (2) A security number;
- (3) The date upon which it expires.

(4) It is advised but not required that the acts of misuse as itemized in § [484.04\(I\)](#) be listed on the back side of the visitor's parking pass;

(5) The format of the visitor parking pass shall be in hangtag form and the color of the visitor parking pass must change for each new year; and

(D) Residency must be shown by proof of purchase of a current vehicle sticker. If the resident is not a vehicle owner, the Parking Division must require whatever additional identification it deems appropriate to prove city residency.

(E) The parking pass year shall run from July 1 to June 30. All visitor parking passes shall expire on June 30 of each year and the color of the visitor parking pass must change for each new year to clearly distinguish it from the previous year's parking pass.

(F) A visitor displaying a valid visitor's pass may park on either side of the street of the block upon which the resident lives and whose address appears on the visitor's pass.

(G) The visitor pass is to be displayed from the rearview mirror of the vehicle where it may be visible from the exterior of the vehicles.

(H) ~~Each household, outside of a 24 hour 7 day a week parking restricted area or superzone, shall be issued one visitor pass per parking pass year. Households in areas where parking is restricted to residents only 24 hours a day 7 days a week or superzones, will be issued two annual visitor parking passes.~~ Households in need of a pass for a regularly scheduled visitor such as a, but not limited, to a child-care, elder-care or social worker provider, can

**register that visitor with the Parking Division at the Police Department. The Parking Division will request that the necessary identification and documentation is presented confirming the need of a pass.**

**(J)** Any household desiring additional visitor parking passes shall obtain parking passes pursuant to § [484.04B](#) of this code.

**(K)**—~~(I)~~—Any person who does any of the following shall be fined \$200 per day. A separate offense shall be deemed committed each day during or on which a violation occurs or continues:

- (1) Provides false or misleading information to obtain the issuance of a visitor parking pass;
- (2) Sells, assigns, rents or leases any visitor parking pass, or charges a fee for the use thereof;
- (3) Duplicates or attempts to duplicate a visitor parking pass;
- (4) Uses a visitor parking pass not properly issued by the city;
- (5) Uses the visitor parking pass to avoid the purchase of a resident parking permit (vehicle sticker); or
- (6) Uses the visitor parking pass to avoid having to register a vehicle to a city address.

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

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

**Adopted** by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2015, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
<b>TOTAL</b>				

**Approved** by the Mayor of the City of Berwyn, Cook County, Illinois on this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

ATTEST:

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

✓ 6



Mayor  
Robert J. Lovero

**BERWYN POLICE DEPARTMENT**  
"Serving with Pride"



Chief of Police  
James D. Ritz

March 19, 2015

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

RE: Request to Waive Bid Process for Professional Services

Ladies and Gentlemen:

The Berwyn Police Department is looking to engage the services of **Administrative Consulting Specialists (ACS)** for Policy/Procedure Development and Management, Grant Development and Management and additional services as needed

Administrative Consulting Specialists is a full service administrative support system which provides unlimited Policy and Procedural development , grant research, writing, maintenance and support 24/7 365 days a year by exploring federal, state and private funding opportunities and working with the department to establish it as a viable candidate for future grants.

In today's economically challenged environment, it is essential to find outside resources to help fund necessary functions of our department. The Police Department is currently working on the revision of our Policy and Procedure Manual which is a monumental project. **ACS** would allow supervisors to focus on other administrative issues.

This expenditure has also been approved by the US Department of Justice Asset Forfeiture Section as a allowable expense under the "Contracting for Services" category of permissible uses and will be paid for with asset forfeiture funds.

I am requesting your approval to waive the bid process as these professional services are proprietary, and allow us enter into a agreement with **Administrative Consulting Specialists** at a cost of \$25,000.00.

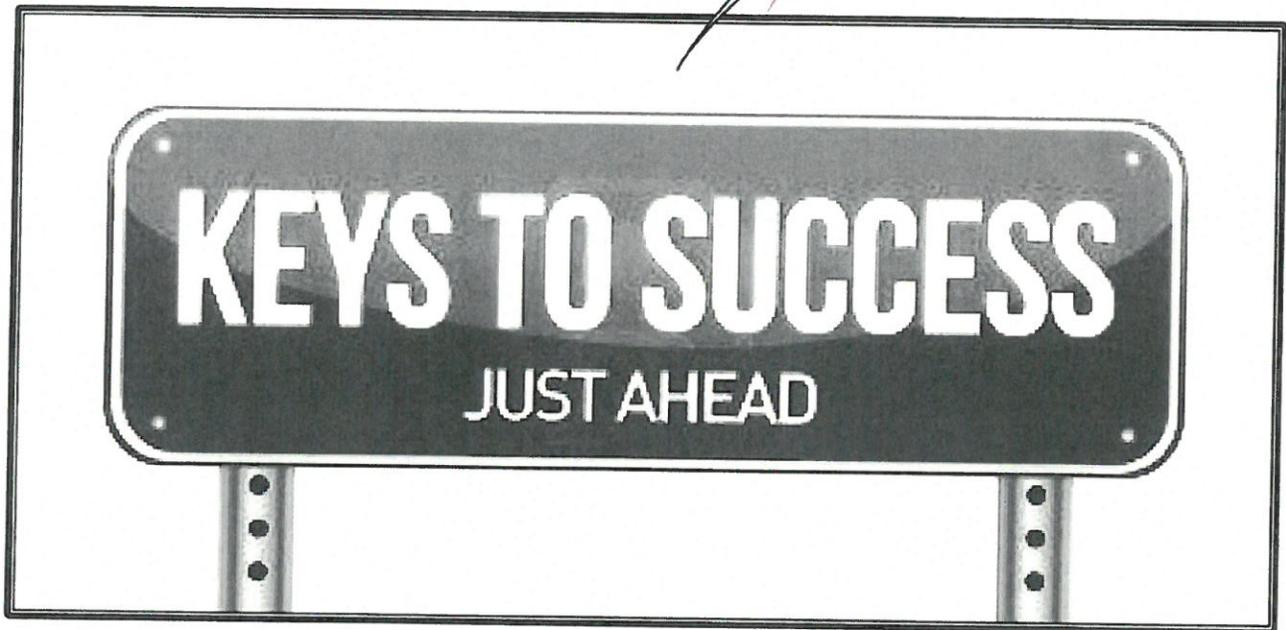
Respectfully,

James D. Ritz  
Chief of Police

Attachments: ACS Proposal  
ACS Contract

6401 West 31<sup>st</sup> Street Berwyn, Illinois 60402 – Emergency 9-1-1 – (708) 795-5600 – Fax (708) 795-5627  
[www.berwynpolicedepartment.com](http://www.berwynpolicedepartment.com)

# ADMINISTRATIVE CONSULTING SPECIALISTS



Focusing On Your Administrative Needs  
And Funding Solutions

A.C.S.



## A.C.S. – Our Story and Mission

This company was originally created to assist local law enforcement, fire, schools, municipalities, corporate entities and non-profit organizations with any and all issues related to federal, state, private and foundational grants. Unique in nature, A.C.S. provides grant research, writing, maintenance and support to our clients 24/7, 365 days a year. Our goal with any of our clients is to provide funding solutions through cost savings measures. The impact of our services is immediately seen through our low contractual fees, success in locating grants and our overall ability to allow our clients to focus on other administrative and leadership issues. It has been 10 years since we partnered with our first client and since then Administrative Consulting Specialists has evolved into a full service administrative support system for government, educational, corporate and private agencies. With clients in Cook, DuPage, Kane, Lake and McHenry counties along with Colorado, Ohio and Arizona, A.C.S. now provides a myriad of full-time administrative services at far less than part-time costs.

### Grant Related Services - Additional Benefits to Outsourcing with A.C.S.

- Enabling your organization, whether large or small, to make the best impression on funding entities as its capacity is presented in the most professional way possible.
- Relieving work overload on your staff.
- Eliminating last minute deadlines and piecemeal grant proposals.
- Enabling administrative staff to concentrate on leadership issues - not on the time consuming, tedious writing of a grant proposal or progress reports.
- Reducing the cost of a salaried writer but gaining the same level of professional support and service through one time grant proposal development and retainer-based service activities

### CONNECTING YOUR AGENCY TO THE ADMINISTRATIVE RESOURCES YOU NEED THROUGH OUTSOURCING IS THE KEY TO FINANCIAL SUCCESS

In today's society, no organization is immune to the economically challenged environment that currently exists. Administrators are now forced to cut budgets by any and all necessary measures. With limited state, federal and private funding available, it is difficult to designate an employee(s) to locate, research, prepare and (if awarded) maintain the monthly, quarterly and annual budget requirements for your grant. Administrative Consulting Specialists will provide these and many other services for your organization.

- **Accreditation** – apply, prepare and oversee the process
- **Pension Management** – financial advisory, management and strategies
- **Media Relations** – prepare news release, stage, announce and oversee news conferences
- **Policy/Procedure Overview** – revise, update, create and maintain
- **Ordinance Overview** – create, revise, update and maintain
- **School Safety** – vulnerability assessments, security audits, lockdown training, and strategic plan development
- **NIMS Training** – for staff 100, 200, 700 and 800
- **Testing Process** – Oversee and coordinate the orientation, written and physical agility test for entry-level officers
- **Emergency Operations Planning** – Develop an emergency/disaster plan for your city/village (includes; vulnerability assessments, manual development, table top exercises, certification and county registration)
- **Salary Survey & Pay Rate Comparison** – Determine a grouping of comparable communities that are used to compare the salary and positions of client vs.

## OUR SOLUTIONS = YOUR SUCCESS

### RESEARCH –

You can substantially increase your chance of receiving a grant award if you pursue grants that have certain characteristics.

*Our grant research services provide our clients with a strategic plan detailing which high yield grants they should pursue in the coming year and what to avoid.*

### TRAINING –

Grant writing training represents one of the best investments your agency could ever make.

*Don't waste your time with generic workshops and webinars. Use our effective grant writer mentoring and customized training services instead.*

### EVALUATION –

We let you focus on your vision.

*Receiving a grant award is only the first of many steps as you work with A.C.S. to build your agency's capacity. Let us handle all of the paperwork, reporting and additional maintenance as you concentrate on growing your vision through federal, state and private funded solutions.*



### A.C.S. STRATEGIES & SOLUTIONS

- Offers the development of a **Fiscal Needs Assessment** report that aligns identified financial and programming needs of the agency with upcoming grant opportunities from relevant federal, state, and private funding sources.
- Offers training for your employees on a variety of grant-related programming and development topics, which includes:
  - A. Locating the proper grant for your agency
  - B. Strategic planning & proposal development
  - C. Funding strategies: what and how much to ask for
  - D. Required budget/narrative reports (monthly, quarterly, annually)
- Offers full service grant writing - which includes complete proposal development (including forms and budget maintenance), submission, and follow-up.
- We hold over an 85% grant approval rate, and our certified grant writers have a minimum of 15 years grant writing experience.
- There are many benefits to contracting the services of Administrative Consulting Specialists. Instead of paying for the high cost of a full-time grant writer, with an average salary range of anywhere from \$65,000 to over \$150,000 per year, "outsourcing" services when you need them could quickly save you thousands of dollars. It is also extremely hard to find professional writers. By contracting with A.C.S., you are guaranteed to work with professionals that have a wealth of knowledge and experience in this field.

A.C.S.

By contracting with Administrative Consulting Specialists, you will only pay for relevant, appropriate services that are most likely to result in relevant, sustainable grant awards for your organization. Our ability to locate and develop alternative funding solutions for you will ultimately determine our company's success.

We do hope that you can become more familiar and take advantage of the services we offer. Hopefully, you have been able to evaluate the cost savings that "outsourcing" your grant and other administrative services can provide to your agency. In this time of economic unrest, with budgets shrinking and administrators demanding more for less, Administrative Consulting Specialists invites you to take a look and see the multiple ways we can assist your agency

We look forward to discussing our services in greater length with you. Please contact our office to set up a free consultation or to go over any other questions you may have.



ADMINISTRATIVE CONSULTING



SPECIALISTS, LLC

3710 White Deer Drive  
Algonquin, IL 60102  
847-727-9771  
[www.administrativeconsultingspecialists.com](http://www.administrativeconsultingspecialists.com)

ACS is a professional grant writing organization that provides affordable, full service grant searching, writing, evaluation, budget maintenance, audit assistance and grant consulting services for municipalities.

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**Grants Applied for and Obtained:**

AFG	Small Equipment	STEP
	Fire Personnel	LED
	Apparatus	
		ILEAS
Cook County JAG Grant		Video Surveillance
Neighborhood Gang Interdiction		PODS
		Building Security
		Gen Comm 9-1-1
CEDAP – Equipment		Communications – Police Radios
		StarCom
		Thermal Imager
DCEO		IEMA
Clean Energy Grants		School Security Grant
ILEEDS – LED		Intermodal
Community Enhancement		Illinois Risk Fund
Foundational Grants – Private		Police Safety Equipment
All State		
Bank of America		Illinois Attorney General’s Office
Chicago Community Trust		VCVA – DV SW
Firehouse Subs		
Hamburger Helper		Illinois Department of Natural Resources
Home Depot		OSLAD
Met Life		PARKS
FEMA (Fire Department) –		
SAFER		United States Department of Agriculture
		City/Village Hall Renovation
Illinois Criminal Justice Authority:		
MDC		US Department of Education
In-Car Video		Safe Schools / Healthy Families
VOCA		Project SERV
Technology Research		REMS
Squad Car		Mentoring
Illinois Dept. of Transportation		
IMAGE Program		US Department of Justice
MINI Program		Bullet Proof Vest Program
Traffic Law Enforcement Program		COPS - Technology
Safe Routes to Schools		COPS – Secure Our School
ITEP – Street/sidewalk repair		COPS - SRO
		COPS Hiring Grants

GWC4you@comcast.net

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

3710 White Deer Dr. ♦ Algonquin, Illinois 60102  
(847) 727-9771

ADMINISTRATIVE CONSULTING SPECIALISTS, LLC

Juvenile Accountability Grants  
Law Enforcement Technology

Other:

NTOA - 6 programs  
EOC - Homeland Security  
ITTF Narrow Banding  
CEDAP - RKB – Tracking  
Cy Press - 9-1-1 Refund  
CERT - Grant  
I-CLEAR  
Homeland Security Grant – Buffer Zone  
Protection, UASI  
ITTF – Shovel Ready Projects  
Alcohol Intervention grant  
NIXLE - Calling system  
AED Grant  
Alternative Fuel Grants  
CDBG – Community Development Grants  
EPA – Environmental  
EAB – Diseased Trees  
IKE - Disaster Recovery  
IGIG – Green Infrastructure

GWC4you@comcast.net  
[www.administrativeconsultingspecialists.com](http://www.administrativeconsultingspecialists.com)  
3710 White Deer Dr. ♦ Algonquin, Illinois 60102  
(847) 727-9771

**Berwyn Police Department**

Chief James D. Ritz  
6401 W 31st Street  
Berwyn, IL 60402

**A.C.S. Service Contract**

▪ **Contract Description**

For a period of one year from the date of the execution of this contract, Administrative Consulting Specialists (A.C.S.) will provide proposal development, and submission on potential funding opportunities (in the form of Federal, State, Private, & Foundational grants) for the Berwyn Police Department. A.C.S. will explore all federal, state and private funding opportunities along with working with the department to establish itself as a viable candidate for future grant opportunities. A.C.S. will attend required meetings, prepare monthly, quarterly and annual reports and be available to the department (via phone/email) 24/7. Additional services included in this agreement; Policy development & maintenance, media relations assistance (prepare relevant News Releases as requested by client), Cook County Mitigation development & maintenance and point of contact for any department related funding initiative/project. All grants and administrative work prepared by A.C.S. are property of the department and will remain with Berwyn after this contract is over. There is no overage charge associated with this contract therefore; there is no cap or limit to the amount of grants awarded during this contract period.

**The annual service fee due for this contract is \$25,000.00.**

This Contract may be terminated with 30 days notice by the City/Village to A.C.S. If this Contract is cancelled by the City, then the City shall be entitled to a pro rata refund of the annual service fee based on the length of the annual period that remains after the effective date of the cancellation. In the event that there is a breach of this agreement, or payment is not timely made and collection actions are necessary, A.C.S. will be entitled to recover all costs of litigation, including attorneys' fees and court costs.

**Contract period – 04/01/2015 to 03/31/2016**

**Payments on all financial commitments will be received within 30 days of the signed contract.**

This Contract was executed this \_\_\_\_\_ day of \_\_\_\_\_, **2015**

Signature: \_\_\_\_\_

Administrative Consulting Specialists, LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

City/Village Clerk

J-7



2701 S. Harlem Avenue  
Berwyn, IL 60402-2140  
(708) 795-8000  
Fax (708) 795-8101  
www.berwynlibrary.org

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March 17, 2015

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

Dear Mayor Lovero and Members of City Council:

The Library Board of Trustees asks for your concurrence in hiring the architectural firm of StudioGC to provide architectural design, structural design, administer bidding and provide construction administration for floor reinforcement. This project, which will reinforce the 2<sup>nd</sup> floor to accommodate code required shelving loads (150psf), is funded in part by a \$125,000 grant from the Illinois State Library. The Board voted to enter into a contract with StudioGC for this work at their regular meeting last night.

Matching funds for this expenditure is included in the FY 2015 budget. Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

A handwritten signature in blue ink that reads "Marilyn Borla".

Marilyn Borla  
Interim Library Director

J-8



2701 S. Harlem Avenue  
Berwyn, IL 60402-2140  
(708) 795-8000  
Fax (708) 795-8101  
www.berwynlibrary.org

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March 17, 2015

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

Dear Mayor Lovero and Members of City Council:

The Library Board of Trustees asks for your concurrence in hiring the consulting firm of John Keister and Associates to coordinate the search for a new library director at a cost of \$14,800. Last evening, the Library Board of Trustees interviewed three consultants for this work and selected Keister.

Funding for this expenditure is included in the FY 2015 budget. Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

A handwritten signature in blue ink that reads "Marilyn Boria".

Marilyn Boria  
Interim Library Director

J-9



2701 S. Harlem Avenue  
Berwyn, IL 60402-2140  
(708) 795-8000  
Fax (708) 795-8101  
www.berwynlibrary.org

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March 17, 2015

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

Dear Mayor Lovero and Members of City Council:

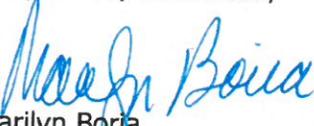
The Library Department is requesting authorization to advertise and replace library staff to fill a vacancy due to a resignation.

Jasmine Brown, a 24-hour per week Library Associate in the Outreach Department has resigned to take a full-time job at another library. Because of the work required of this position, the Library Board has approved eliminating the 24-hour per week position and creating two 16-hour per week Library Associates positions.

Eliminate Library Associate (24 hours)  
Approve Library Associate – 2 positions (16 hours), \$14.00

Funding for these positions is included in the FY 2015 budget. The Library Board of Trustees reviewed and approved this request at their March 16, 2015 regular meeting. Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

  
Marilyn Boria  
Interim Library Director

J-10



2701 S. Harlem Avenue  
Berwyn, IL 60402-2140  
(708) 795-8000  
Fax (708) 795-8101  
[www.berwynlibrary.org](http://www.berwynlibrary.org)

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March 17, 2015

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

Dear Mayor Lovero and Members of City Council:

The Library Department is requesting authorization to advertise and replace library staff to fill a vacancy due to a resignation.

Library Page (15 hours), \$8.00 - \$8.25

This position was held by Joe Daly. It is a minimum wage shelving position that is most often held by a student.

Funding for this position is included in the FY 2015 budget. The Library Board of Trustees reviewed and approved the replacement at their March 16, 2015 regular meeting. Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

  
Marilyn Boria  
Interim Library Director

J-11



2701 S. Harlem Avenue  
Berwyn, IL 60402-2140  
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Fax (708) 795-8101  
[www.berwynlibrary.org](http://www.berwynlibrary.org)

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March 17, 2015

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

Dear Mayor Lovero and Members of City Council:

Last night, at their regular meeting, the Library Board of Trustees approved purchasing a Hoopla subscription for Berwyn Library cardholders. With Hoopla, our residents will have access to more than 200,000 music albums; 12,000 audiobooks; and more than 10,000 video titles which can be instantly streamed on most mobile devices or PC computers. Future plans for Hoopla include adding Disney titles as well as e-books. Many libraries in the area are participating in this service. (See attached Chicago Tribune article.)

Hoopla is designed specifically with libraries in mind. It allows for simultaneous access for Berwyn cardholders to the same title with no wait time. There are no late fees because titles expire when the loan period ends. The Library pays a fully refundable initial deposit, and every time a cardholder streams a selection, the cost is deducted from the Library's account.

Funds for this expenditure are included in the FY 2015 budget. Your consideration of this request is appreciated.

Respectfully submitted,

  
Marilyn Boria  
Interim Library Director

## Public libraries in Chicago, suburbs offering online streaming

Chicago Tribune June 25, 2014

By Bob McCoppin Tribune reporter

Try to check out a hot new book or movie at your local library, and you're likely to get put on a long waiting list.

Libraries in the Chicago area are trying to change that by offering a new online checkout service. Instead of having a limited number of each book or movie, they can now offer unlimited access to titles — sometimes on the day they're released in stores.

The service is called hoopla digital and it's available through a mobile app or web browser at the [Chicago Public Library](#) and 23 suburban libraries. It first came online last year and is now in 300 libraries nationwide, including opening June 23 in Oak Park and an expected Aug. 1 launch in Palatine.

It marks an evolution in how libraries are trying to reach younger audiences who are used to getting content online rather than at a local library.

Hoopla officials say they charge a fee each time an item is used, from 99 cents to \$2.99. The library pays the fee, so it's free to a cardholder — just enter an identification number on the library web site to access a catalog of books, movies, music and audio books. The company plans to add e-books at a later date.

The items can be streamed, or downloaded for later use. They have an automatic return date, generally from three days for a movie to three weeks for a book, so there are no late fees.

The system marks a departure from the recent model in which libraries pay a subscription or license fee for limited use of an item. For example, they might be able to virtually lend a maximum of three copies of each title.

But streaming services can offer access to an unlimited number of simultaneous uses of any title. There are still limits, however. Each library card holder is typically restricted to a set number of downloaded or streamed items. In the case of Chicago, it's four per month.

This week, Chicago also received a \$400,000 Knight Foundation Grant to check out portable wi-fi devices for patrons to use. Officials hope to also check out laptops or tablets for use in lower income areas that don't get much broadband service.

It's all part of an effort to improve access and reach online customers, especially young adults, industry consultants say.

Chicago has 2,200 patrons using hoopla since it launched in April, and has budgeted \$75,000 to pay for the use through its foundation. The library has done business for years with hoopla's owner, Midwest Tape LLC in Holland, Ohio, and hoopla has been successful in other locations like Seattle and Los Angeles, library spokesman Patrick Molloy said.

"It's groundbreaking service," Molloy said. "There's a movement in libraries to reach teens more than ever."

Library officials say the hoopla catalog of 200,000 titles is not as current as [Netflix](#), but includes releases from Universal Pictures, NBC, MGM, National Geographic, fitness videos from [Jillian Michaels](#), the new album from the [Black Lips](#), best-selling authors and critically acclaimed new books like, "I Am Having So Much Fun Here Without You," by Courtney Maum.

James Larue, a library consultant from Castle Rock, Colo., said he has some concerns about streaming services, but expects that consumers will find value in it.

"On the one hand, it's an interesting and reasonable offering in today's library market," he said. "On the other, it's part of the continuing trend to move the content of our culture into private hands, and move it just a little farther from the public."

Here's a list of Illinois libraries that offer hoopla:

Addison Public Library (Addison)  
Arlington Heights Memorial Library (Arlington Heights)  
Barrington Public Library District (Barrington)  
Bloomington Public Library (Bloomington)  
Brookfield Public Library (Brookfield)  
Champaign Public Library (Champaign)  
Chicago Public Library (Chicago)  
Cook Memorial Public Library District (Libertyville)  
Ela Area Public Library (Lake Zurich)  
Elmhurst Public Library (Elmhurst)  
Franklin Park Public Library (Franklin Park)  
Glen Ellyn Public Library (Glen Ellyn)  
Highland Park Public Library (Highland Park)  
Ida Public Library (Belvidere)  
Indian Prairie Public Library (Darien)  
Indian Trails Library District (Wheeling)  
La Grange Public Library (La Grange)  
Lisle Library District (Lisle)  
Morton Grove Public Library (Morton Grove)  
Oak Park Public Library (Oak Park)  
Park Ridge Public library (Park Ridge)  
Prospect Heights Public Library (Prospect Heights)  
Rockford Public Library (Rockford)  
Riverside Public Library (Riverside)  
St Charles Public Library (St. Charles)

J-12

**CITY OF BERWYN  
RECREATION DEPARTMENT**

6501 W. 31ST STREET BERWYN, IL 60402  
PHONE 708/788-2010 FAX 708/788-2657  
www.BerwynRecreation.com



March 16, 2015

To: Thomas J. Pavlik, City Clerk  
From: Anthony Martinucci, Director of Recreation  
RE: Baseball Resolution



Dear Tom Pavlik,

Attached is the Resolution for the City of Berwyn Baseball Parade. Please enter the resolution to city council on Tuesday March 24, 2015.



Thank you,

Anthony Martinucci  
Director of Recreation



**ROBERT J. LOVERO**

Mayor

**ANTHONY MARTINUCCI**

Director

**JOE BELCASTER**

Program Supervisor

**RESOLUTION**

**WHEREAS,** the Berwyn Playground Recreation Commission will hold their Annual Baseball Parade on Saturday April 25, 2015, beginning at 9:00 a.m.; and

**WHEREAS,** the Berwyn City Council voted to grant permission for the aforesaid activity on Tuesday March 24, 2015; and

**WHEREAS,** the baseball players and coaches will assemble at the El Strip between East and Elmwood Avenue, proceed south on Elmwood Ave., to Cermak Road; west to East Avenue, south on East Avenue to Baseball Alley proceed to the Bronco Field where all teams will assemble in the outfield: and

**WHEREAS,** the Berwyn Police Department will have officers controlling traffic on the scheduled route with special attention to the major intersections.

**NOW THEREFORE,** be it resolved by the Mayor and members of the Berwyn City Council to grant permission for this annual event and to extend to all the boy's and girl's participating in the baseball program our best wishes for good weather and a successful baseball season.

Entered upon the records of the City of Berwyn, this 24<sup>th</sup> day of March 2015.

\_\_\_\_\_  
**ROBERT J. LOVERO – MAYOR**

Attest:

\_\_\_\_\_  
**THOMAS J. PAVLIK – CITY CLERK**



**A Century of Progress with Pride**

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

To: City Council and Mayor Robert Lovero  
From: Rasheed Jones   
Date: March 20, 2015  
Subject: Ordinance for the Additional Abatement of Taxes levied for General Obligation Bonds for the Year 2014

Attached is a tax levy abatement ordinance for the 2014 tax levy. The abatement ordinance reflects reductions in the amounts that would have otherwise been levied for the purpose of debt service payments due for the 2002A, 2007A, 2007B, 2010 and 2011 bond issues. The abated portions of these debt service payments will be made from other sources such as TIF funds, the utility fund or a 2015 bond refunding.

Please approve the attached ordinance at the March 24, 2015, meeting

Thank you.



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

Section One: The 2014 levies be abated as follows leaving the remaining amount to be levied:

<u>Issue</u>	<u>Remaining Levy</u>	<u>Current Abatements</u>	<u>Final Levy</u>
Series 2002A Bonds	\$410,000.00	(\$410,000.00)	\$0.00
Series 2007A Bonds	\$355,450.00	(\$355,450.00)	\$0.00
Series 2007B Bonds	\$2,676,968.00	(\$100,847.00)	\$2,576,121.00
Series 2010A Bonds	\$227,219.00	(\$227,219.00)	\$0.00
Series 2011A Bonds	\$112,836.00	(\$100,973.50)	\$11,862.50

Section Two: A certified copy hereof shall be filed with the County Clerk of Cook County who shall abate the noted portion of the 2014 levy for each of the Bonds.

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

**ADOPTED** this 24<sup>th</sup> day of March, 2015 pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

**APPROVED** this 24th day of March, 2015.

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

ATTEST:

\_\_\_\_\_  
Thomas Pavlik, City Clerk

STATE OF ILLINOIS )  
)  
COUNTY OF COOK )

No. \_\_\_\_\_

**ORDINANCE FOR THE ADDITIONAL ABATEMENT OF TAXES LEVIED FOR GENERAL OBLIGATION BONDS FOR THE YEAR 2014**

WHEREAS, the City of Berwyn, Cook County, Illinois (the "City") adopted ordinances on the following dates for the issuance of the following referenced bonds (collectively, the "Bonds"):

<u>Date</u>	<u>Issue</u>
February 26, 2002	General Obligation Corporate Purpose Bonds, Series 2002A ("Series 2002A Bonds")
July 31, 2007	General Obligation Bonds, Series 2007A (the "Series 2007A Bonds")
July 31, 2007	Taxable General Obligation Bonds, Series 2007B (the "Series 2007B Bonds")
October 12, 2010	General Obligation Bonds, Series 2010A (the "Series 2010A Bonds")
September 27, 2011	General Obligation Bonds, Series 2011A (the "Series 2011A Bonds")
October 8, 2013	General Obligation Bonds, Series 2013A (the "Series 2013A Bonds")

WHEREAS, said ordinances levied taxes sufficient to produce funds for the tax year 2014 to pay principal and interest on the Bonds and the City has previously abated such taxes leaving the remaining levy as follows:

<u>Issue</u>	<u>Original Levy</u>	<u>Previous Abatements</u>	<u>Remaining Levy</u>
Series 2002A Bonds	\$410,000.00	\$0.00	\$410,000.00
Series 2007A Bonds	\$1,408,250.00	(\$1,052,800.00)	\$355,450.00
Series 2007B Bonds	\$2,676,968.00	\$0.00	\$2,676,968.00
Series 2010A Bonds	\$600,968.76	(\$373,749.76)	\$227,219.00
Series 2011A Bonds	\$317,687.50	(\$235,349.50)	\$82,338.00
Series 2013A Bonds	\$285,250.00	(\$49,532.00)	\$235,718.00

WHEREAS, the City of Berwyn now has or will have on hand before the due date of the debt payments, on deposit from sources other than taxation, sufficient funds which are available to be used to pay the principal and interest on the Ordinance; and

WHEREAS, since it is no longer necessary that the City of Berwyn to receive the total amount of the remaining tax levy previously provided, the City of Berwyn desires that a portion of the remaining levies for the Bonds for 2014 be abated.

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

Section One: The 2014 levies be abated as follows leaving the remaining amount to be levied:

<u>Issue</u>	<u>Remaining Levy</u>	<u>Current Abatements</u>	<u>Final Levy</u>
Series 2002A Bonds	\$410,000.00	(\$410,000.00)	\$0.00
Series 2007A Bonds	\$355,450.00	(\$355,450.00)	\$0.00
Series 2007B Bonds	\$2,676,968.00	(\$100,847.00)	\$2,576,121.00
Series 2010A Bonds	\$227,219.00	(\$227,219.00)	\$0.00
Series 2011A Bonds	\$82,338.00	(\$82,338.00)	\$0.00
Series 2013A Bonds	\$235,718.00	(\$18,635.50)	\$217,082.50

Section Two: A certified copy hereof shall be filed with the County Clerk of Cook County who shall abate the noted portion of the 2014 levy for each of the Bonds.

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

**ADOPTED** this 24<sup>th</sup> day of March, 2015 pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
<b>TOTAL</b>				

**APPROVED** this 24th day of March, 2015.

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

ATTEST:

\_\_\_\_\_  
Thomas Pavlik, City Clerk

J-1A  
The City of Berwyn



Ruth E. Volbre  
Admin. Asst. to City  
Administrator & Mayor

A Century of Progress with Pride

Date: March 24, 2015

To: Mayor Robert J. Lovero  
Members of City Council

**Re: Recent Grant Awards - Informational**

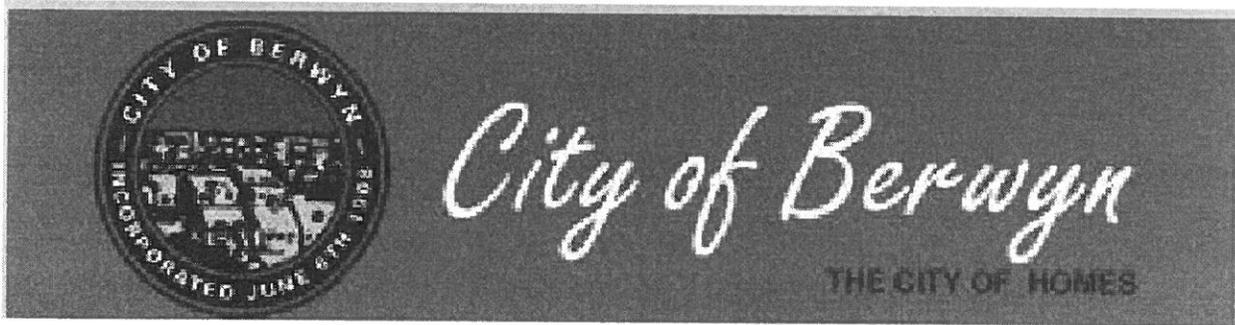
Mayor and Members of City Council:

The Illinois Department of Commerce and Economic Opportunity is currently reviewing past grants. In order to comply with the terms of agreement, the State of Illinois is requiring updates to the *City of Berwyn's Policy Against Discrimination and Harassment in the Workplace*. The Law Department has assisted in updating the policy to comply with the State of Illinois. I have attached a copy of the updated policy with changes shown in color.

Respectfully submitted as informational,

Ruth E. Volbre

Ruth E. Volbre  
Administrative Assistant to the Mayor and City Administrator



## CITY OF BERWYN

### POLICY AGAINST DISCRIMINATION AND HARASSMENT IN THE WORKPLACE

The City of Berwyn believes that our employees should be able to work in an atmosphere free from all forms of unlawful discrimination and unlawful harassment. Therefore, it is our policy to prohibit all types of discrimination and/or harassment, including but not limited to discrimination or harassment based on: sex/gender, sexual orientation or sexual preference, race, color, religion, national origin, age, disability, handicap, citizenship, marital status, pregnancy, child birth or related medical conditions, –veteran status or any other basis prohibited by law. This policy extends to each and every level of our operations. Accordingly, harassment, whether by a fellow employee, a resident, guest, or a member of management, will not be tolerated. Activities of this nature are unlawful and serve no legitimate purpose; they have a disruptive effect on your ability to perform your job and they undermine the integrity of the employment relationship.

Harassment is verbal or physical conduct relating to an individual's sex/gender, sexual orientation or sexual preference, race, color, religion, national origin, age, disability, citizenship, marital status, pregnancy, child birth or related medical conditions, veteran status or other protected status when this conduct: (a) has the purpose or effect of creating an intimidating, hostile or offensive working environment; (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely affects an individual's employment opportunities. Some examples of conduct that may constitute prohibited harassment include: slurs, jokes, cartoons, stereotypes, statements, etc. based upon sex/gender, sexual orientation or sexual preference, race, color, religion, national origin, age, disability, citizenship, marital status, pregnancy, child birth or related medical conditions, veteran status or any other basis prohibited by law.

Specifically, acts considered to constitute **SEXUAL HARASSMENT** include, but are not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) an individual's submission to or rejection of such conduct is used as a basis for an employment decision

affecting that individual; or (c) the purpose or the effect of such conduct is to substantially interfere with the affected individual's work performance or to create an intimidating, hostile or offensive work environment. Some examples of unwelcome behavior that can be construed as sexual harassment include, but are not limited to: sexual advances; propositions; sexually suggestive gestures; sexual jokes; off-color language; vulgar language; touching; physical assault; possessing, distributing or posting sexually explicit or suggestive magazines, pictures, posters, objects or material; derogatory comments about gender; references to a person's body parts; requests for sexual activity; and/or sexually explicit conversation.

Although the above defines "unlawful" harassment, it is also a violation of this policy to commit or engage in any unprofessional or inappropriate conduct based on any protected characteristic, whether or not such conduct rises to the level of "unlawful" harassment.

We take allegations of harassment very seriously. If you believe that you are the victim of harassment by anyone (including supervisors, co-workers, residents or visitors), you should do the following:

1. If possible, document or otherwise record each incident of alleged harassment, including the date, time, place, what was said or done, and the surrounding circumstances.
2. If you are comfortable doing so, clearly and directly communicate to the offending individual that his/her conduct is unwelcome, and request that the offensive behavior stop.
3. At the same time, you should immediately bring the matter to the attention of your supervisor. If your supervisor is somehow involved in the harassment, or if you are uncomfortable talking to him or her, you should report this matter to any other member of management or directly to the Department Head (i.e., Police Chief, Fire Chief, etc.) or his/her designee.
4. You may also report incidents of harassment directly to the City Administrator.

Managers and supervisors **must** report immediately to the Department Head or the City Administrator any incidents that they hear about or observe that may constitute a violation of this policy.

For additional information regarding employee rights and responsibilities, please see our poster called "Equal Employment Opportunity is the Law". No supervisor or manager has the authority to condition any tangible job benefit on an employee's putting up with or agreeing to any conduct that may violate this policy. **If** an employee believes that he or she has been deprived of any job benefit or that he or she has been threatened, he or she should immediately report it to one of the individuals listed above.

Because of their sensitive nature, all complaints of discrimination and/or harassment will be investigated with care, and the privacy of the complaining person and the person accused of harassment will be respected to the extent possible and appropriate. The City will actively investigate all discrimination and/or harassment complaints, and if it is determined that

discrimination or harassment has occurred, management will take appropriate disciplinary action against the offending party, up to and including discharge.

While we hope to be able to resolve any complaints of harassment within the City, we acknowledge your right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 Randolph Street, Suite 10-100, Chicago, Illinois 60601, about filing a formal complaint. The IDHR will investigate your complaint, and if it determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365th and the 395th day.

Retaliation against any person who has complained about discrimination or harassment, filed a charge of discrimination or harassment, or who otherwise participated in an investigation of discrimination or harassment will **not** be tolerated. Furthermore, **no** supervisor, manager or other City official has the authority to require you to tolerate or agree to **any** conduct that violates this policy in order to receive any job benefit, including compensation, duties, assignments, promotions, etc. Such activities are unlawful under Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(B)(5)) and will result in severe discipline, up to and including discharge.

Finally, the City also has a policy of providing reasonable accommodations to individuals with a mental or physical disability (or handicap) and to pregnant employees in order to assist the employee in performing his/her essential job functions. If you are in need of such an accommodation, we encourage you to notify your Supervisor to discuss this further. In most cases, we encourage an in person meeting so that we can have an interactive dialogue with you about the best way to address the situation and reasonably accommodate our disabled and pregnant employees.

K-1

**The City of Berwyn**



**Nona N. Chapman**  
**1<sup>st</sup> Ward Alderman**

**A Century of Progress with Pride**

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

March 20, 2015

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

SUBJECT: Payroll: March 11, 2015

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the March 24, 2015 meeting.

1. Payroll: March 11, 2015 in the amount of \$1,150,940.97

Respectfully Submitted,

*Nona N. Chapman*

Nona N. Chapman  
Budget Committee Chairman

K-2

**The City of Berwyn**



**Nona N. Chapman**  
**1<sup>st</sup> Ward Alderman**

**A Century of Progress with Pride**

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

March 20, 2015

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

SUBJECT: Payables March 24, 2015

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the March 24, 2015 meeting.

Total Payables: March 24, 2015 in the amount of \$474,184.98

Respectfully Submitted,

*Nona N. Chapman*

Nona N. Chapman  
Budget Committee Chairman

# Payment Register

From Payment Date: 3/21/2014 - To Payment Date: 3/25/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash Check									
30886	03/06/2015	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$5,326.65		
30887	03/06/2015	Open			Accounts Payable	Cassidy Tire	\$703.75		
30888	03/06/2015	Open			Accounts Payable	Chicago Office Products Co.	\$399.99		
30889	03/06/2015	Open			Accounts Payable	Jewel Food Stores	\$51.74		
30890	03/06/2015	Open			Accounts Payable	Jorge Barrera	\$400.00		
30891	03/06/2015	Open			Accounts Payable	KB Lawn and Mulch	\$1,050.00		
30892	03/06/2015	Open			Accounts Payable	Municipal Clerks of Illinois	\$50.00		
30893	03/06/2015	Open			Accounts Payable	Total Parking Solutions, Inc.	\$339.00		
30894	03/06/2015	Open			Accounts Payable	PNC Equipment Finance	\$319.09		
30895	03/06/2015	Open			Accounts Payable	Thomas N. Soto	\$212.00		
30896	03/11/2015	Open			Accounts Payable	Sanchez Paving Company, Inc.	\$128,315.00		
30897	03/12/2015	Open			Accounts Payable	Brad Weston Experience	\$275.00		
30898	03/12/2015	Open			Accounts Payable	Youth Crossroads	\$2,875.00		
30899	03/13/2015	Open			Accounts Payable	Easypermit Postage	\$1,532.00		
30900	03/13/2015	Open			Accounts Payable	Interstate Battery System of Central Chicago	\$719.70		
30901	03/13/2015	Open			Accounts Payable	The Counts of NWI	\$265.00		
30902	03/17/2015	Open			Accounts Payable	AI Warren Oil Company	\$72,385.35		
30903	03/18/2015	Open			Accounts Payable	Rose's Catering	\$250.00		
30904	03/25/2015	Open			Accounts Payable	A Freedom Flag Co.	\$216.95		
30905	03/25/2015	Open			Accounts Payable	ABC Automotive Electronics	\$2,822.47		
30906	03/25/2015	Open			Accounts Payable	Access Search Contract Services, LLC	\$1,837.50		
30907	03/25/2015	Open			Accounts Payable	Algor Plumbing and heating Supply	\$103.35		
30908	03/25/2015	Open			Accounts Payable	Alliance Entertainment	\$63.99		
30909	03/25/2015	Open			Accounts Payable	Amerigas-Cicero	\$278.04		
30910	03/25/2015	Open			Accounts Payable	APWA	\$358.00		
30911	03/25/2015	Open			Accounts Payable	Associated Tire and Battery AT & T	\$273.00		
30912	03/25/2015	Open			Accounts Payable	Associated Tire and Battery	\$5,078.02		
30913	03/25/2015	Open			Accounts Payable	AT & T	\$673.79		
30914	03/25/2015	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$78.73		
30915	03/25/2015	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$2,061.12		
30916	03/25/2015	Open			Accounts Payable	Barge Terminal & Trucking	\$2,061.12		
30917	03/25/2015	Open			Accounts Payable	Benny's Pizza	\$101.60		
30918	03/25/2015	Open			Accounts Payable	Berwyn Historical Society	\$10,000.00		
30919	03/25/2015	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$1,354.00		
30920	03/25/2015	Open			Accounts Payable	Berwyn's Violet Flower Shop	\$50.00		
30921	03/25/2015	Open			Accounts Payable	Blackstone AudioBooks, Inc.	\$50.00		
30922	03/25/2015	Open			Accounts Payable	BSN Sports	\$2,163.45		
30923	03/25/2015	Open			Accounts Payable	Cardiac Science Corporation	\$2,299.40		
30924	03/25/2015	Open			Accounts Payable	Carl Reina Jr.	\$1,061.61		
30925	03/25/2015	Open			Accounts Payable	Carl Reina Jr.	\$1,061.61		
30926	03/25/2015	Open			Accounts Payable	CDW Government, Inc.	\$213.40		
30927	03/25/2015	Open			Accounts Payable	Center Point Large Print	\$2,209.92		
30928	03/25/2015	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$9,566.68		
30929	03/25/2015	Open			Accounts Payable	Cermak Animal Clinic	\$173.00		
30930	03/25/2015	Open			Accounts Payable	Chicago Office Products Co.	\$475.67		
30931	03/25/2015	Open			Accounts Payable	Chicago Police Department	\$1,971.00		
30931	03/25/2015	Open			Accounts Payable	Chicago Uniform Co.	\$1,955.55		

# Payment Register

From Payment Date: 3/21/2014 - To Payment Date: 3/25/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
30932	03/25/2015	Open			Accounts Payable	Chromate Industrial Corporation	\$955.52		
30933	03/25/2015	Open			Accounts Payable	Collaboration Solutions, LLC	\$162.00		
30934	03/25/2015	Open			Accounts Payable	Comcast Cable	\$305.50		
30935	03/25/2015	Open			Accounts Payable	ComEd	\$1,118.77		
30936	03/25/2015	Open			Accounts Payable	Constellation New Energy, Inc.	\$1,327.50		
30937	03/25/2015	Open			Accounts Payable	Continental Research Corporation	\$838.94		
30938	03/25/2015	Open			Accounts Payable	COTG	\$657.50		
30939	03/25/2015	Open			Accounts Payable	Cuda Law Offices, LTD	\$3,845.50		
30940	03/25/2015	Open			Accounts Payable	D & K Sheet Metal, Inc.	\$190.00		
30941	03/25/2015	Open			Accounts Payable	Deece Automotive	\$775.00		
30942	03/25/2015	Open			Accounts Payable	Del Gaido Law Group, LLC	\$19,932.72		
30943	03/25/2015	Open			Accounts Payable	Dell Marketing, LP	\$7,199.97		
30944	03/25/2015	Open			Accounts Payable	Demco Educational Corporation	\$219.87		
30945	03/25/2015	Open			Accounts Payable	Diamond Graphics, Inc.	\$235.00		
30946	03/25/2015	Open			Accounts Payable	Diane Jensen	\$100.00		
30947	03/25/2015	Open			Accounts Payable	Don Morris Architects, PC	\$13,692.04		
30948	03/25/2015	Open			Accounts Payable	Elite Document Solutions	\$300.89		
30949	03/25/2015	Open			Accounts Payable	Empire Cooler Service, Inc.	\$92.00		
30950	03/25/2015	Open			Accounts Payable	ERLA, Inc., dba EMSAR, Inc	\$150.00		
30951	03/25/2015	Open			Accounts Payable	Federal Express Corporation	\$61.12		
30952	03/25/2015	Open			Accounts Payable	Federal Publishing	\$298.50		
30953	03/25/2015	Open			Accounts Payable	Felco Vending, Inc.	\$161.00		
30954	03/25/2015	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$435.74		
30955	03/25/2015	Open			Accounts Payable	Gale / Cengage	\$257.15		
30956	03/25/2015	Open			Accounts Payable	Gallagher Materials, Inc.	\$2,687.40		
30957	03/25/2015	Open			Accounts Payable	Gina Stager	\$150.00		
30958	03/25/2015	Open			Accounts Payable	Global Emergency Products	\$1,374.80		
30959	03/25/2015	Open			Accounts Payable	Hallagan Business Machines	\$500.00		
30960	03/25/2015	Open			Accounts Payable	High PSI, LTD	\$2,797.00		
30961	03/25/2015	Open			Accounts Payable	Home Depot Credit Services	\$89.80		
30962	03/25/2015	Open			Accounts Payable	HRdirect	\$69.99		
30963	03/25/2015	Open			Accounts Payable	Illinois Fire Inspectors Association	\$550.00		
30964	03/25/2015	Open			Accounts Payable	Illinois Office of the State Fire Marshal	\$165.00		
30965	03/25/2015	Open			Accounts Payable	Illinois Paper & Copier Company	\$2,055.00		
30966	03/25/2015	Open			Accounts Payable	Industrial Organizational Solutions, Inc.	\$2,557.50		
30967	03/25/2015	Open			Accounts Payable	Ingram Library Services	\$3,887.34		
30968	03/25/2015	Open			Accounts Payable	Innovation Experts	\$775.00		
30969	03/25/2015	Open			Accounts Payable	J & L Uniforms	\$312.37		
30970	03/25/2015	Open			Accounts Payable	J. R. Carpet, Inc.	\$2,760.00		
30971	03/25/2015	Open			Accounts Payable	Jack's Rental, Inc.	\$3,205.14		
30972	03/25/2015	Open			Accounts Payable	Jim Ritz	\$20.00		
30973	03/25/2015	Open			Accounts Payable	JNC Consulting, Inc.	\$5,250.40		
30974	03/25/2015	Open			Accounts Payable	Joe Rizza Ford	\$40.00		
30975	03/25/2015	Open			Accounts Payable	Just Tires	\$323.52		
30976	03/25/2015	Open			Accounts Payable	K's Quality Construction, Inc.	\$2,127.00		
30977	03/25/2015	Open			Accounts Payable	Kiwanis Club of Berwyn	\$50.00		
30978	03/25/2015	Open			Accounts Payable	Klein, Thorpe and Jenkins, LTD.	\$462.09		
30979	03/25/2015	Open			Accounts Payable	Konica Minolta Business Solutions	\$780.00		

# Payment Register

From Payment Date: 3/21/2014 - To Payment Date: 3/25/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
30980	03/25/2015	Open			Accounts Payable	Lexisnexis Risk & Information Analytics Group	\$350.00		
30981	03/25/2015	Open			Accounts Payable	Martissa Garcia	\$35.09		
30982	03/25/2015	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
30983	03/25/2015	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$3,843.49		
30984	03/25/2015	Open			Accounts Payable	Menards	\$165.20		
30985	03/25/2015	Open			Accounts Payable	Menards	\$72.88		
30986	03/25/2015	Open			Accounts Payable	MES - Illinois	\$331.08		
30987	03/25/2015	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$212.00		
30988	03/25/2015	Open			Accounts Payable	Midwest Tape	\$676.67		
30989	03/25/2015	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
30990	03/25/2015	Open			Accounts Payable	Mike & Sons	\$1,551.00		
30991	03/25/2015	Open			Accounts Payable	Morrone Truck Equipment, Inc.	\$114.08		
30992	03/25/2015	Open			Accounts Payable	Morning Noon & Night Plumbing	\$6,050.00		
30993	03/25/2015	Open			Accounts Payable	Nicor Gas	\$4,886.81		
30994	03/25/2015	Open			Accounts Payable	O.D. Sports	\$3,128.00		
30995	03/25/2015	Open			Accounts Payable	Oba William D. King	\$435.00		
30996	03/25/2015	Open			Accounts Payable	Odelson & Slerk, LTD	\$536.25		
30997	03/25/2015	Open			Accounts Payable	OFFICE DEPOT	\$275.81		
30998	03/25/2015	Open			Accounts Payable	Ogden Carwash	\$23.97		
30999	03/25/2015	Open			Accounts Payable	Orland Fire Protection District	\$2,460.00		
31000	03/25/2015	Open			Accounts Payable	Par-A-Dice Hotel/ Casino	\$1,408.80		
31001	03/25/2015	Open			Accounts Payable	Paramount Restoration Group, Inc.	\$2,460.00		
31002	03/25/2015	Open			Accounts Payable	Patrick Engineering	\$1,000.00		
31003	03/25/2015	Open			Accounts Payable	Patrick N. Murray	\$1,750.00		
31004	03/25/2015	Open			Accounts Payable	Penquin Random House, Inc.	\$93.75		
31005	03/25/2015	Open			Accounts Payable	Personalized Awards	\$5,690.35		
31006	03/25/2015	Open			Accounts Payable	Pills News	\$12.00		
31007	03/25/2015	Open			Accounts Payable	Pitney Bowes	\$810.61		
31008	03/25/2015	Open			Accounts Payable	Pitney Bowes	\$476.40		
31009	03/25/2015	Open			Accounts Payable	PNC Equipment Finance	\$19.09		
31010	03/25/2015	Open			Accounts Payable	Recorded Books, LLC	\$2,706.83		
31011	03/25/2015	Open			Accounts Payable	Red Wing Shoe Store	\$251.98		
31012	03/25/2015	Open			Accounts Payable	Reliable Materials-Lyons LLC	\$3,846.00		
31013	03/25/2015	Open			Accounts Payable	Robert J. Lovero	\$80.26		
31014	03/25/2015	Open			Accounts Payable	Robert R. Andreas & Sons	\$1,375.00		
31015	03/25/2015	Open			Accounts Payable	Romeoville Fire Academy	\$975.00		
31016	03/25/2015	Open			Accounts Payable	Roscoe Company	\$1,314.19		
31017	03/25/2015	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$350.17		
31018	03/25/2015	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$172.50		
31019	03/25/2015	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$506.21		
31020	03/25/2015	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$36.25		
31021	03/25/2015	Open			Accounts Payable	Schultz Supply Company, Inc.	\$310.95		
31022	03/25/2015	Open			Accounts Payable	Scout Electric Supply	\$600.11		
31023	03/25/2015	Open			Accounts Payable	Security Unlimited, Inc.	\$54.50		
31024	03/25/2015	Open			Accounts Payable	Sherwin Williams Company	\$220.00		
31025	03/25/2015	Open			Accounts Payable	Simplex Ginnell	\$82.56		
31026	03/25/2015	Open			Accounts Payable	Sirchie Finger Print Laboratories	\$2,520.25		
31027	03/25/2015	Open			Accounts Payable		\$938.11		

# Payment Register

From Payment Date: 3/21/2014 - To Payment Date: 3/25/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31028	03/25/2015	Open			Accounts Payable	South Berwyn School District 100	\$107.08		
31029	03/25/2015	Open			Accounts Payable	Special Events Management	\$3,000.00		
31030	03/25/2015	Open			Accounts Payable	Sprint	\$1,230.80		
31031	03/25/2015	Open			Accounts Payable	Standard Equipment Company	\$1,667.37		
31032	03/25/2015	Open			Accounts Payable	Storino, Ramello & Durkin	\$3,685.90		
31033	03/25/2015	Open			Accounts Payable	Suburban Laboratories, Inc.	\$170.00		
31034	03/25/2015	Open			Accounts Payable	Superior Lamp Inc.	\$1,983.18		
31035	03/25/2015	Open			Accounts Payable	Target Auto Parts	\$61.78		
31036	03/25/2015	Open			Accounts Payable	Tele-Tron Ace Hardware	\$535.79		
31037	03/25/2015	Open			Accounts Payable	The Lakota Group	\$5,843.20		
31038	03/25/2015	Open			Accounts Payable	Thomas J. Pavlik	\$36.78		
31039	03/25/2015	Open			Accounts Payable	Thomson Reuters- West	\$326.46		
31040	03/25/2015	Open			Accounts Payable	Thyssenkrupp Elevator Corporation	\$695.06		
31041	03/25/2015	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$960.10		
31042	03/25/2015	Open			Accounts Payable	Truckpro - Chicago	\$58.49		
31043	03/25/2015	Open			Accounts Payable	Tryad Automotive	\$187.53		
31044	03/25/2015	Open			Accounts Payable	Unique Management Services, Inc.	\$89.50		
31045	03/25/2015	Open			Accounts Payable	Unique Plumbing	\$16,617.42		
31046	03/25/2015	Open			Accounts Payable	US Gas	\$401.60		
31047	03/25/2015	Open			Accounts Payable	USIC Locating Services, Inc.	\$1,263.23		
31048	03/25/2015	Open			Accounts Payable	Vanguard Security Co.	\$3,224.00		
31049	03/25/2015	Open			Accounts Payable	Veritek Legal Solutions	\$328.10		
31050	03/25/2015	Open			Accounts Payable	Verizon Wireless - LeHigh	\$1,643.54		
31051	03/25/2015	Open			Accounts Payable	Vintage Tech LLC	\$1,542.30		
31052	03/25/2015	Open			Accounts Payable	Walgreens Company	\$1,52.93		
31053	03/25/2015	Open			Accounts Payable	Weimer Machine	\$3,482.25		
31054	03/25/2015	Open			Accounts Payable	Zee Medical, Inc.	\$116.25		
31055	03/25/2015	Open			Accounts Payable	Douglas Swanson	\$1,475.00		
31056	03/25/2015	Open			Accounts Payable	Felicita Wojtasik & Anna Lopez	\$1,475.00		
31057	03/25/2015	Open			Accounts Payable	Frank Magallon	\$3,500.00		
31058	03/25/2015	Open			Accounts Payable	Illinois MajiC, LLC- Berwyn Series	\$1,475.00		
31059	03/25/2015	Open			Accounts Payable	Illinois MajiC, LLC- Berwyn Series	\$1,475.00		
31060	03/25/2015	Open			Accounts Payable	Jose Cabrera	\$1,475.00		
31061	03/25/2015	Open			Accounts Payable	Kathleen Doherty	\$3,500.00		
31062	03/25/2015	Open			Accounts Payable	Matthew Benjamin	\$46.26		
31063	03/25/2015	Open			Accounts Payable	Refugio Marin	\$1,475.00		

# Payment Register

From Payment Date: 3/21/2014 - To Payment Date: 3/25/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:									
01 - General Cash Totals									
					178 Transactions				
					\$474,184.98				

Grand Totals:

Checks		Status	Count	Transaction Amount	Reconciled Amount
All		Open	178	\$474,184.98	\$0.00
		Reconciled	0	\$0.00	\$0.00
		Voided	0	\$0.00	\$0.00
		Stopped	0	\$0.00	\$0.00
		Total	178	\$474,184.98	\$0.00
Checks		Open	178	\$474,184.98	\$0.00
		Reconciled	0	\$0.00	\$0.00
		Voided	0	\$0.00	\$0.00
		Stopped	0	\$0.00	\$0.00
		Total	178	\$474,184.98	\$0.00
All		Open	178	\$474,184.98	\$0.00
		Reconciled	0	\$0.00	\$0.00
		Voided	0	\$0.00	\$0.00
		Stopped	0	\$0.00	\$0.00
		Total	178	\$474,184.98	\$0.00

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**Robert J. Lovero**  
**Mayor**



**Collections and**  
**Licensing**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910  
www.berwyn-il.gov

March 19, 2015

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

Dear Mayor and Council Members:

Attached please find a list of business licenses which were issued by the Collection and Licensing Department for the month of February, 2015. Included are storefronts & phone use only businesses. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending as well as businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Jeannette Rendon  
For Rasheed Jones  
Finance Director

***Application Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>Andies Investment</i></b>			<b>(708) 795-2909</b>	<b>12367</b>
6847 W. Cermak Road	Berwyn IL 60402	7/8/2010		
<b><i>Lagniappe, LLC</i></b>			<b>(312) 651-2037</b>	<b>11541</b>
2905 S. Ridgeland Avenue	Berwyn IL 60402	7/8/2010		
<b>Total Businesses . . . . .</b>				<b>2</b>

***Inspections Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<i>Alliance Staffing Firm Inc.</i>	6310 W. Cermak Road Berwyn IL 60402	3/10/2015		15935
<i>Berwyn Credit Restoration</i>	<i>Unit B</i> 6601 W. Roosevelt Road Berwyn IL 60402	2/4/2013	(888) 550-6570	14472
<i>Botanica Orisha Ile Ifa Inc.</i>	2617 S. Ridgeland Ave. Berwyn IL 60402	12/18/2012	(708) 795-8300	14405
<i>C and D Market</i>	2619 S. Ridgeland Avenue Berwyn IL 60402	1/20/2015	(708) 744-0408	15851
<i>Cancun Auto Sales</i>	6245 W. Bus_Street Berwyn IL 60402	12/10/2013	(708) 484-4800	15124
<i>Carmen Hernandez d/b/a/ Nutrivida</i>	<i>2nd Floor Suite C</i> 3108 S. Oak Park Avenue Berwyn IL 60402	1/16/2015	(773) 691-6670	15844
<i>Chicagoland Retinal Consultants</i>	<i>Suite B</i> 6801 W. Stanley Avenue Berwyn IL 60402	6/5/2014	(708) 484-8500	15178
<i>Community Nutrition Network &amp; Snr. Svc's</i>	<i>Suite 202</i> 3239 S. Bus_Street Berwyn IL 60402	2/4/2014	(312) 207-5290	15197
<i>Consumer Law Group LLC</i>	<i>d/b/a/ Los Guardianes Del Pueblo</i> 6339 S. Cermak Road Berwyn IL 60402	1/14/2015	(312) 925-9300	15838
<i>Diamond Realtors Group</i>	6328 W. 26 th Street Berwyn IL 60402	1/28/2013	(708) 749-3220	14458
<i>Enterprise Rent -a- Car</i>	6301 W. Ogden Avenue Berwyn IL 60402	3/16/2012	(708) 749-2000	12778
<i>Fernando Fuentes D.B.A. Roberto's Place</i>	3244 S. OakPark Avenue Berwyn IL 60402	2/1/2012		13011
<i>Ferrentino and Saikas Atty. LLC</i>	6616 W. Cermak Road Berwyn IL 60402	11/12/2013	(773) 647-1519	15080
<i>Genesis Graphics and Signs</i>	2723 S. Ridgeland Avenue Berwyn IL 60402	2/12/2015	(708) 513-1665	15895
<i>Jacinta Theobald</i>	<i>d/b/a/ Jaci's Re-Sale Shop</i> 6502 W. Cermak Road Berwyn IL 60402	1/15/2015	(708) 689-7172	15842
<i>Jelly Jam Pancake House # 2</i>	3205 S. Harlem Aveue Berwyn IL 60402	7/21/2014	(708) 777-1967	15436
<i>Jose Mera d/b/a/ Oasis Green</i>	<i>Suite A</i> 6907 W. Cermak Road Berwyn IL 60402	3/2/2015	(708) 856-4399	15915
<i>Juan Manzo d.b.a. Farmers Insurance</i>	6226 W. Cermak Road Berwyn IL 60402	2/19/2014	(708) 317-5921	15218
<i>K ' Natural Inc.</i>	6610 W. Cermak Road Berwyn IL 60402	6/9/2011	(708) 788-7900	12533
<i>La Fleur Spa Inc.</i>	6830 W. Windsor Avenue Berwyn IL 60402	3/5/2015	(708) 906-1883	15919

***Inspections Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>Las Quecas</i></b>	<i>Suite A</i>			<b>15633</b>
6311 W. Cermak Road Berwyn	IL 60402	9/17/2014		
<b><i>Liberty Tax Service</i></b>			<b>(708) 749-0250</b>	<b>15867</b>
3108 S. Oak Park Avenue Berwyn	IL 60402	1/26/2015		
<b><i>Macz and H Tax Service</i></b>			<b>(773) 474-0144</b>	<b>15937</b>
6912 W. 16th Street Berwyn	IL 60402	3/12/2015		
<b><i>Mi Huerta Grocery</i></b>			<b>(708) 369-3408</b>	<b>15896</b>
6512 1/2 Cermak Road Berwyn	IL 60402	2/16/2015		
W.				
<b><i>Mil Artes</i></b>				<b>15934</b>
6306 W. 26 th Street Berwyn	IL 60402	3/10/2015		
<b><i>Munoz Medical Center LLC</i></b>			<b>(708) 484-2600</b>	<b>12702</b>
3100 South Oak Park Avenue Berwyn	IL 60402	8/22/2011		
<b><i>Nationwiede Income Tax Services Inc.</i></b>			<b>(800) 567-0757</b>	<b>10837</b>
6626 W. Cermak Road Berwyn	IL 60402	1/21/2011		
<b><i>Pav Realtors</i></b>			<b>(708) 795-7100</b>	<b>10965</b>
6308 W. Cermak Road Berwyn	IL 60402	4/1/2011		
<b><i>Play It Retro LLC</i></b>				<b>15912</b>
3142 S. Oak Park Avenue Berwyn	IL 60402	2/26/2015		
<b><i>Surestaff Inc.</i></b>				<b>15670</b>
6320 W. 26 th Street Berwyn	IL 60402	9/25/2014		
<b><i>Taqueria El Palenque Inc.</i></b>				<b>13049</b>
1547 S. Oak Park Ave. Berwyn	IL 60402	2/23/2012		
<b><i>The Math Spot LLC.</i></b>			<b>(708) 484-6284</b>	<b>14625</b>
6834- A Bus_Street Berwyn	IL 60402	4/22/2013		
W.				
<b><i>Zelluland Ltd.</i></b>			<b>(708) 970-8614</b>	<b>15806</b>
6835 W. Cermak Road Berwyn	IL 60402	12/1/2014		
<b>Total Businesses . . . . .</b>				<b>33</b>

**BERWYN BUSINESSES - LICENSED IN FEBRUARY, 2015 (STOREFRONTS)**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
Play it Retro	3142 Oak Park Avenue	Dave Whiteman	(630) 388-9348
Mil Artes	6306 26th Street	Marina	(708) 355-1074
Alliance Staffing Firm, Inc	6310 Cermak Road	Yajaira Estevez	(708) 205-3832
V-Bar	2711 Ridgeland Avenue	Zoran Strbinovski	(708) 705-7177
Mi Huerta Grocery	6512 1/2 Cermak Road	Jose Camarillo	(708) 369-3408
Genesis Graphics and Signs	2723 Ridgeland Avenue	Jesus Baldemar Sandeval	(708) 513-1665
Leyla Home Furniture Corp.	6719 Cermak Road	Ribhi Jibawi	(773) 370-3918

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**Piper School PTA  
Spring Fundraiser – Community Rummage & Craft Sale**

**Contact: Piper PTA Fundraising Co-Chair – Jolene Fiscella, 708-484-4684,  
j.fiscella@sbcglobal.net**

**When: Saturday, May 2, 2015. Rain Date: Saturday, May 16, 2015**

**Time: Set up from 7:00 – 9:00 a.m., Event from 9:00 a.m. – 3:00 p.m.**

**Where: Piper Elementary School  
2435 Kenilworth Ave.  
Berwyn, IL 60402**

- The Sale will take place outdoors on the paved, asphalt playground area. The space is fenced in. It is located on the north side of Piper School
- The Piper School PTA holds an annual spring fundraiser. Funds are used to support the students and teachers at our school. Our goal is to run a fundraiser that does not involve asking our students to do any selling. Additionally we want to support our healthy lifestyles initiative at Piper School by running a fundraiser that does not include selling unhealthy foods such as candy bars, cookie dough, or other junk foods.
- The Piper School PTA will hold a flea market style “rummage & craft sale” as our spring fundraising event.
- The PTA will rent rummage sale “spaces” to the parents of students as well as the general public. Cost will be \$20 for PTA members and \$25 for non-PTA members for a 10’ x 10’ space on the paved playground area.
- The PTA will keep 100% of the fees from spaces rented at the rummage & craft sale. Sellers will keep 100% of the profits they earn.
- The Piper PTA Spring Fundraiser Rummage and Craft Sale will not require any streets or sidewalks to be closed off for this event. We will only block off the teacher’s parking lot the evening before the sale to ensure a place for sellers to unload their vehicles & park for the event.
- In an effort to be a good neighbor, the PTA will notify all residents living on Kenilworth Ave., near the school, of the upcoming Rummage & Craft Sale.
- The Piper PTA requests permission to post signs around the neighborhood to promote the rummage sale the evening before the event and throughout the day of the event. At the end of the event on Saturday May 2, the Piper PTA will remove all signs.

# Piper School PTA

# Rummage & Craft Sale

**Spring Cleaning!**  
Time to clean out your attic & basement!

Do you sew or knit? Do you make jewelry, soap, or other handmade items?

Do you sell Avon, Tupperware, Books, or Bags?



**Rent A Space**

**Sell Your Stuff**

**Keep 100% of What You Make!**

**Saturday, May 2  
9:00 a.m. – 3:00 p.m.**

**Piper School Playground  
2435 S. Kenilworth Ave., Berwyn**

-----  
**RESERVE YOUR RUMMAGE SALE SPACE TODAY!**

10' x 10' space.....\$20 PTA Member or \$25 Non PTA Member

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_

Number of spaces desired: \_\_\_\_\_ PTA Member? Yes No Total Amount Enclosed: \$ \_\_\_\_\_

Description of Items You are Selling: \_\_\_\_\_

•Send payment and reservation form to Piper School . We accept cash or check made payable to "Piper PTA."  
•Please drop off in the Piper School office, or mail this form & check payable to "Piper PTA" to:  
**Piper School**  
**Attn: PTA Rummage Sale**  
**2435 Kenilworth Ave.**  
**Berwyn, IL 60402**

•All spaces are on the asphalt playground. Sellers must bring their own tables, etc.  
•Set up from 7 a.m. – 9 a.m., Saturday, May 2. Doors open to public at 9:00 a.m. Rain date: 5/16/15  
•For more information or to help the PTA with this event: contact Jolene at [piperpta100@gmail.com](mailto:piperpta100@gmail.com)

All proceeds from space rentals go to the Piper PTA and benefit our Students & teachers!

PTA – Junta de Padres y Maestros de la Escuela Piper

# Venta de Objetos Usados y Artesanías

¿Tiene used armarios llenos?

¿Demasiadas cosas en su sótano, ático, o garage?

¿Es usted un artesano o un artista que vende cosas hechas a mano?

¿Vende usted productos Avon o Tupperware?



¡Compre un espacio para vender sus cosas!

¡Conserve todo el dinero que usted gane!

## Sábado, 2 de mayo

9:00 de la mañana – 3:00 de la tarde

Patio de Recreo de la Escuela Piper  
2435 S. Kenilworth Ave., Berwyn, IL

**¡RESERVE SU ESPACIO PARA VENDER, HOY!**

El espacio de 10' x 10' .....\$20 para miembros de PTA - \$25 para no miembros

Nombre: \_\_\_\_\_

Domicilio: \_\_\_\_\_

Teléfono: \_\_\_\_\_ Correo electrónico: \_\_\_\_\_

Cantidad de espacios: \_\_\_\_\_ ¿Miembro de PTA? Si o No Cantidad de dinero adjuntado: \$ \_\_\_\_\_

Envíe el pago (efectivo or cheque a nombre de "Piper PTA") y el formulario de inscripción a la Escuela Piper con su niño/a, llévalos a la oficina, o envíe ambos por correo a:

**Piper School PTA –Attn: Rummage Sale**  
2435 Kenilworth Ave.  
Berwyn, IL 60402

- Todos los espacios están en el patio de asfalto. Los vendedores deben traer sus propias mesas, etc.
- Instalación de mesas desde 7 a.m. – 9 a.m., Sábado, 2 de mayo. Las puertas abren al público a las 9:00 a.m.
- Otra fecha, por si llueve: 16 de mayo
- Para obtener más información o para ayudar en este evento:
- contacte a Jolene de PTA de Piper: [piperpta100@gmail.com](mailto:piperpta100@gmail.com)

¡100% de las ganancias por cobro de inscripción va a PTA de la Escuela Piper y beneficia a nuestros estudiantes y maestros!

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**Lillian A. Guerrier**

---

**From:** Sally Holian [sally.holian@oakstreethealth.com]  
**Sent:** Tuesday, March 10, 2015 4:38 PM  
**To:** Lillian A. Guerrier  
**Cc:** Stefan Lindsay  
**Subject:** Early Voting at Berwyn Village Hall

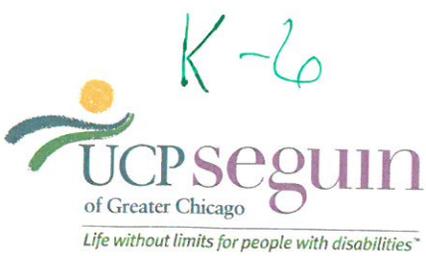
Deputy City Clerk, Lillian Guerrier,

Thank you both Lillian and Mr. Pavlik for speaking with me last week as the Community Liaison for Oak Street Health for Seniors at 7000 W. Cermak. Our objective is to let the Seniors of Berwyn know where our Medical Center is located and the services we provide. We all believe many Seniors will take advantage of the 2 weeks offered at Berwyn Village Hall to vote early. We are requesting to stand out side and provide them information only about our center and invite them in for a visit and tour. There is absolutely nothing political in this information. I left you a copy of the literature we would be distributing. The 4 dates would be Monday and Friday March 23rd and 27th. In addition Monday March 30th and Friday April 3rd. Our Out Reach associates are always friendly, engaging and most importantly respectful. Please allow us to pass out Oak Street Health information outside Village Hall on the above dates.

Thank You For Your Consideration,

Sally Holian  
Community Liaison  
Oak Street Health

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UCP Seguin of Greater Chicago  
Administrative Offices/Carr Center  
3100 South Central Avenue  
Cicero, Illinois 60804-3987  
Tel 708.863.3803  
Fax 708.863.3863  
TTY 708.863.7653  
www.ucpseguin.org  
www.ucpnet.org

Infinitec Southwest  
7550 West 183rd Street  
Tinley Park, Illinois 60477  
Tel 708.444.8460  
Fax 708.429.3981

Board of Directors  
Steven V. Napolitano  
Board Chairman

Stuart Gaines  
Board Vice Chairman

Paul Behrman  
Board Treasurer

Ronald G. Kenny  
Board Secretary

Bradford Bryndal  
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Alejandro Godinez  
Alan Goldberg  
Eric Hardman  
Thomas Horenkamp  
Roxanne G. Kovacevich  
Michael Maher  
Beth A. Mannino, CFA  
Stanley F. Patek  
Patrice A. Riebel  
Thomas J. Wodniak, DDS

John Voit  
President/CEO

City of Berwyn,

I am writing this letter to your township for consideration for a solicitors permit for a group of adults with developmental disabilities. As the coordinator for the Community Connections Program at UCP Seguin, it is my responsibility to find opportunities for our participants to work and/or volunteer around their surrounding communities. Thus, we partnered with a food pantry to collect food donations for a food drive. Our group plans to pass out flyers in the surrounding communities to enlist the help of the community member's food pantry. We would pass out the flyers (attaching them to banisters or door knobs) on Mondays, in March through April 27. We will be picking up any donations on the Thursday of the same week between the same period. Our adult participants will be distributing the flyers; they will have staff with them. I have attached the flyer that will be passed out. We plan on having more than one food drive throughout the year. I look forward to working with your city.

Thank you for your consideration and time

Diana Silva  
Life Skill Coordinator  
UCP Seguin  
3100 S Central  
Cicero, IL  
773-863-3803 (ext: 4842)

## Help Stock the Community Pantry

UCP/Seguin Community Connections is holding a community food drive for the Oak Park River Forest Food Pantry, to collect non-perishable items such as:

### Food Items:

- Beans
- Peanut Butter
- Soup
- Cereal
- Pasta
- Condiments
- Tuna/Salmon
- Canned Fruit
- Tea /Coffee

### Other non-food items:

- Dish Soap
- Laundry Detergent
- Baby Formula
- Diapers
- Soap
- Shampoo/conditioner
- Lotions

We will collect your generous donations by Thursday during the morning hours. Please leave your items in bags with this flyer attached at your front door/step. Let's help those less fortunate. THANK YOU!!