



City of Berwyn

City Council Meeting

February 27, 2013

BERWYN CITY COUNCIL MEETING
FEBRUARY 27, 2013

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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REGULAR MEETING 2/12/13
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. PROCLAMATION- RAUL LOPEZ ON EAGLE SCOUT ACHIEVEMENT
 - 2. PROCLAMATION- RE: RESCUE MISSION - SAVING A STUDENTS LIFE
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES, OTHER BOARDS AND COMMISSIONS
 - 1. CHAPMAN-BUDGET COMMITTEE -BUDGET HEARINGS FOR THE DRAFT OF THE 2013 BUDGET
 - 2. POLASHEK-ORDINANCE- REQUEST SUPERZONE PARKING 1600 BLOCK OF ELMWOOD
- (J) STAFF REPORTS
 - 1. FINANCE DIRECTOR-2013 DRAFT BUDGET
 - 2. PROJECT OPERATIONS MANAGER-SEASONAL PLANTING INSTALLATION RFP
 - 3. PROJECT OPERATIONS MANAGER-SEASONAL PLANTING WATERING RFP
 - 4. CITY ATTORNEY-SETTLEMENT CASES #10 WC 15528 AND #11WC 17207
 - 5. ADMINISTRATIVE ASSISTANT TO THE MAYOR-CITY WIDE COMPETITION FOR THE DESIGN OF THE 2013-2014 CITY VEHICLE STICKERS
 - 6. LIBRARY DIRECTOR-REPLACEMENT OF LIBRARY ASSISTANT II AND BUILDING MAINTENANCE ASSISTANT
 - 7. CITY TRAFFIC ENGINEER-UPDATES TO STOP SIGN ORDINANCE 460.07

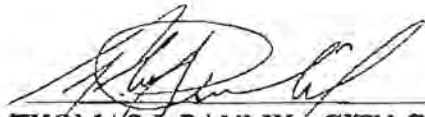
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8. CITY TRAFFIC ENGINEER-ORDINANCE 460.06 ESTABLISHING YIELD RIGHT-OF-WAY INTERSECTIONS
9. CITY TRAFFIC ENGINEER-ORDINANCE 460.11 ESTABLISHING THROUGH STREETS

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

1. BUDGET CHAIR-PAYROLL-2/13/13- \$1,094,075.88
2. BUDGET CHAIR-PAYABLES-2/27/13-\$495,985.27
3. COLLECTIONS AND BUSINESS LICENSES FOR JANUARY, 2013
4. ST. MARY OF CELLE-WAY OF THE CROSS PROCESSION-FRIDAY, MARCH 29, 2013

ITEMS SUBMITTED ON TIME 18



THOMAS J. PAVLIK - CITY CLERK


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




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K. <u>Consent Agenda</u> 1. Budget Chair-Payroll-2/13/13 - \$1,094,075.88 2. Budget Chair-Payables-2/27/13 - \$495,985.27 3. Collections and Business Licenses for January, 2013 4. St. Mary of Celle-Way of the Cross Procession-Friday, March 29, 2013	1- 1 1- 6 1- 8 1- 1

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- A Pledge of Allegiance-Moment of Silence**
 - B. Open Forum**
(Topic Must Not Be on The Agenda)



**C. Presentation of Previous
Meeting Minutes for Approval**

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

C-1
MINUTES
BERWYN CITY COUNCIL
FEBRUARY 12, 2013

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, Santoy, Polashek, Avila and Laureto. Absent: Skryd. Thereafter, Boyajian made a motion, seconded by Santoy, to excuse Aldermen Skryd. The motion carried by a voice vote.

2. The Pledge of Allegiance was recited and a moment of silence was had for the family of the deceased Elsie Gilbert, beloved mother of Berwyn Police Department Administrative Assistant Mary Drenth, Rogelio Villa Sr., Father of Berwyn Police Auxiliary Officer Rogelio Villa Jr. and Julia Aguirre, Grandmother of Officer Rogelio Villa Jr., Catherine Niersel, Grandmother-in-law of Police Sergeant Ray Ortiz, Paul Cokinis, Father of Berwyn Police Officer Joe Cokinis and for the Men and Women on the streets of Berwyn protecting our safety, along with the Men and Women in the Armed Forces.

NOTE: Alderman Skryd present at 8:01pm.

3. The Open Forum portion of the meeting was announced. Alderman Polashek commended the Fire Department and the Police Department regarding the recent fire on 14th and Gunderson.

4. The minutes of the Berwyn City Council meeting and the Committee of the Whole held on January 22, 2013 were submitted. Thereafter, Avila made a motion, seconded by Skryd, to concur and approve as presented. The motion carried by a voice vote.

5. Chapman made a motion, seconded by Skryd, to suspend the rules and bring forward item F-1. The motion carried by a voice vote. F-1 is a Proclamation from the Mayor congratulating Matthew Walden on his Eagle Scout achievement. Avila made a motion, seconded by Laureto, to adopt the Proclamation as presented. The motion carried by a voice vote. Thereafter, the Mayor recognized Matthew Walden and presented him with the Proclamation.

6. The Berwyn Development Corporation submitted a communication regarding a loan application for Tinnirello Chiropractic 2827 S. Harlem

**BERWYN CITY COUNCIL MINUTES
FEBRUARY 12, 2013**

Ave. The Mayor recognized Anthony Griffin, Executive Director of the Berwyn Development Corporation, who reviewed same. Thereafter, Paul made a motion, seconded by Boyajian, to concur, approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

7. The Mayor submitted a Communication regarding Resignation and Appointment of Members of the 9-1-1 Board. Thereafter, Avila made a motion, seconded by Skryd, to concur in the recommendation to accept the resignation of Shain Coon, with thanks and appoint Randy Jacklin to fill the vacancy. The motion carried by a voice vote.
8. Alderman Skryd submitted a communication regarding a handicap drop off zone application for 2426 East Avenue. Thereafter, Skryd made a motion, seconded by Polashek, to concur and grant permission. The motion carried by a unanimous roll call vote.
9. The Assistant Fire Chief submitted a communication regarding payments 2 & 3 for the 16th Street Station Parking Lot. Thereafter, Polashek made a motion, seconded by Avila, to concur and approve for payment in an amount not to exceed \$41,076.52. The motion carried by a unanimous roll call vote.
10. The City Administrator submitted a communication regarding Energy Audit Services Agreement-GSI Networks and Lyons-Pinner. The Mayor recognized Brian Pabst, City Administrator and Even Summers, Project Operation Manager who reviewed same. Thereafter, Avila made a motion, seconded by Boyajian, to concur, approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
11. The Project Operations Manager submitted a communication regarding a Municipal Aggregation Consultant-Illinois Energy Aggregation LLC and an ordinance entitled:

AN ORDINANCE AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH ILLINOIS ENERGY AGGREGATION LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS.

Thereafter, Chapman made a motion, seconded by Skryd 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 12, 2013

12. The Project Operations Manager submitted a communication regarding Harlem Metra Station Coffee Shop-Café Uno, Inc. and an ordinance entitled:

An ordinance Approving the Lease of Certain Real property to Anthony Ferraro D/B/A Café, for the City of Berwyn, County of Cook, State of Illinois

Thereafter, Chapman made a motion, seconded by Skryd, 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.

13. The Public Works Director submitted a communication regarding the Engineering Agreement with Frank Novotny & Associates for Design of East Avenue Reconstruction and a Resolution regarding MFT Section No. 09-00167-00-RS. Thereafter, Boyajlan made a motion, seconded by Chapman, to concur, **adopt** the resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

14. The Recreation Director submitted communication and a Resolution regarding the City of Berwyn Annual Baseball Parade to be held on April 27, 2013. Thereafter, Santoy made a motion, seconded by Avila, to concur and **adopt** the resolution as presented. The motion carried by a unanimous roll call vote.

15. The Consent agenda Items K-1 thru K-12 were submitted:

K-1 Budget Chair-Payroll-1/30/13 \$977,610.97-Approved
K-2 Budget Chair-Payables-2/12/13 \$1,703,484.51-Approved
K-3 Building and Local Improvement Permits for December, 2012
K-4 Building and Local Improvement Permits for January, 2013
K-5 Handicap Sign-#817-M. De Beccera-1228 S. Maple-Approved
K-6 Handicap Sign-#832-B. Zierden - 1941 Kenilworth - Approved
K-7 Handicap Sign-#833-C. Jannetto-1845 Home-Approved
K-8 Handicap Sign-#835-R. Salako- 1941 Home-Approved
K-9 Handicap Sign-#831-A. Gudino - 2405 Grove-Approved
K-10 Handicap Sign-#829-S. Martin - 3839 Home-Approved
K-11 Handicap Sign-#830-Z. Cerrillo - 3826 Wisconsin-Approved
K-12 Salvation Army-Donut Day 6/7 7 6/8/13 Red Kettle Campaign
11/15/13 through 12/24/13-Approved

BERWYN CITY COUNCIL MINUTES
FEBRUARY 12, 2013

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

16. Alderman Chapman called a Budget Committee meeting for Tuesday February 19, 2013 at 4:00 p.m. at City Hall in 2nd floor conference room.
17. Alderman Skryd called for an Administrative Committee meeting on Tuesday, February 19, 2013 at 5:30 p.m. at City Hall in the 2nd floor conference room.
18. There being no further business to come before the meeting, same was after a motion by Boyajian, seconded by Chapman, to adjourn at the hour of 8:29 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk



D. Bid Openings Tabulations



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



**F. Reports and Communications
From The Mayor**

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

PROCLAMATION

WHEREAS, Raul Lopez started along the path to earning the status of Eagle Scout as a Cub Scout with Pack 31 in Berwyn before transferring to Boy Scout Troop 31; and

WHEREAS, Raul Lopez, earned all the merit badges and scout ranks leading to Eagle Scout; and

WHEREAS, Raul Lopez is an active student at J.S. Morton West High School participating in the Morton Tennis Team and as a saxophonist in the Morton Band; and

WHEREAS, Raul Lopez in addition to participating in extracurricular activities at his school has learned work ethics at his place of employment at the Lake Street Theatre; and

WHEREAS, Raul Lopez is active in the St. Leonard's parish; and


WHEREAS, Raul Lopez after seeing the lack of benches by the tennis courts in Proksa Park chose, as his Eagle Scout Project, to build some offering a resting spot for local residents and athletes; and


WHEREAS, Raul Lopez is an excellent example for the youth of our community, representing the fine qualities the Boy Scouts strive to instill in young men;

NOW, THEREFORE, let it be proclaimed, that Mayor Robert J. Lovero and the City Council of Berwyn congratulate Raul Lopez on achieving the highest level of Eagle Scout and wish him the best of luck in all his future endeavors.

Entered upon the records of the City of Berwyn this 27th day of February 2013.




Robert J. Lovero
Mayor


Thomas J. Pavlik
City Clerk



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F-2

PROCLAMATION

WHEREAS, on January 27, 2013 at J.S. Morton West High School's swimming pool a near drowning occurred; and

WHEREAS, the involvement of many led to the rescue of a student; and

WHEREAS, nurses Mary Maloney and Patty Keefe, upon responding to the crisis, led the rescue procedures and turned the medical attention of the student over to the paramedics upon their arrival; and

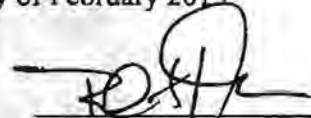
WHEREAS, physical education teacher Bernie Blinstrub directed the life guards and assisted in leading the emergency rescue; and

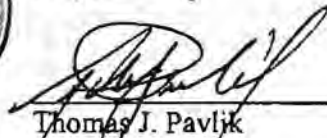
WHEREAS, a student's life was saved through the cooperation of student lifeguards Austin Green, Matt Svobeda, Francisco Suarez, Celine Vazquez, Abigale Janouch, and Daisy Felix in locating the victim, retrieving the victim from the pool, and performing chest compressions; and

NOW, THEREFORE, let it be proclaimed, that Mayor Robert J. Lovero and the City Council of Berwyn congratulate all those involved in this rescue mission which resulted in the saving of a student's life and thank them for coming to the aid of their fellow classmate.

Entered upon the records of the City of Berwyn this 27th day of February 2013





Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk



**G. Reports and Communication From
The City Clerk**



**H. Communications From (Zoning)
Board of Appeals**



**I. Reports and Communications From
Aldermen, Committees other Boards
and Commissions**

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

I-1

A Century of Progress with Pride

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

Nona Chapman
1st Ward Alderman

Date: 2-19-2013

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

Ladies and Gentlemen:

A meeting of the Budget Committee was held

On 2-19-2013 at City Hall Conference Room @ 4:00 p.m.

Those in attendance were: Alderman Nona Chapman, Alderman Jeff Boyajian
Alderman Ralph Avila, and see attached sign in sheet

The matter discussed was referral item# dated in regards to:
Budget Hearings for the Draft of the 2013 Budget

It is the recommendation of the committee that The Budget committee recommends
moving forward with the 2013 City of Berwyn budget, and recomends the Finance
Director to place it on the council agenda. Please accept as Informational.

Voting Aye: 3

Voting Nay: 0

Adjourned: 4:40 p.m.

Nona N. Chapman
Nona Chapman-Chairman
Rafael Avila-Member
Jeffrey Boyajian-Member

Budget

4:00 PM

Nona N. Chapman

David M. Jelonek

~~Joe Boy~~

Brian Pelt

P. N. Gorn

Rafael Avila

—

The City of Berwyn



Theodore J. Polashek
6th Ward Alderman

A Century of Progress with Pride

I-2
February 19, 2013

Dear Mayor and City Council,

The residents of 1600 block of Elmwood Ave have signed a petition requesting a Superzone parking on their block. Said petition was completed and previously submitted to the City.

Ladies and Gentlemen please find attached ordinance of the SUPERZONE PERMIT PARKING AND AMENDING CHAPTER 484 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN.

Thank you for your consideration.

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Theodore J. Polashek".

Sixth Ward Alderman

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING SUPERZONE PERMIT PARKING AND
AMENDING CHAPTER 484 OF THE TRAFFIC CODE OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN**

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

NONA N. CHAPMAN
JEFFREY G. BOYAJIAN
MARGARET PAUL
MICHELE D. SKRYD
CESAR A. SANTOY
THEODORE J. POLASHEK
RAFAEL AVILA
NORA LAURETO
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn, Illinois on
February 12, 2013

ORDINANCE NO.: _____

**AN ORDINANCE AMENDING SUPERZONE PERMIT PARKING AND AMENDING
CHAPTER 484 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE
CITY OF BERWYN**

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") has adopted a Traffic Code, which has been amended from time to time;

WHEREAS, the Corporate Authorities recognize that parking regulations are important to the fabric and safety of the community and must be upheld; 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: Section 484.02, Chapter 484, Superzone Decals is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

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

§ 484.02 SUPERZONE DECALS

(A) A resident who lives along the block directly adjacent to the particular sides of the streets in the blocks described in division (C) hereof, and who purchases a city vehicle license as required by Chapter 462, shall be furnished with a SuperZone parking permit decal to be devised and issued by the City Collector and which is to be distinctive for each described area or zone.

(B) SuperZone parking permit decals issued under this section shall be combined with the vehicle license (vehicle sticker) required by Chapter 462.

(C) The following shall be the particular and distinct areas or zones for which a SuperZone parking permit decal shall be issued to residents living in the areas or zones under this section:

(1) Residents living on Euclid Avenue from Thirty-Fourth Street to Ogden Avenue; Wesley Avenue from Windsor Avenue to Ogden Avenue; Thirty-Third Street from Euclid Avenue to Clarence Avenue; Thirty-Fourth Street from Oak Park Avenue to Clarence Avenue; and Thirty-Fourth Street from Oak Park Avenue to Euclid Avenue;

(2) Residents living on Grove Avenue from Thirty-First Street to Thirty-Second Street;

(3) Residents living on Home Avenue from Cermak Road to Riverside Drive;

(4) Residents living on the east side of Wesley Avenue and on the west side of Euclid Avenue, both from Fourteenth Street to Fifteenth Street, residents living on the east side of Maple Avenue from Fifteenth Street to Sixteenth Street, and residents living on the west side of the 1500 block of Maple Avenue from the alley south to Sixteenth Street (7133 W. Sixteenth Street);

(5) Residents living on the south side of Windsor Avenue from Harlem Avenue to Wenonah Avenue and on Maple, Wisconsin and Wenonah Avenues from Windsor Avenue to Thirty-Fourth Street;

(6) Residents living on Kenilworth Avenue from Windsor Avenue to Thirty-Fourth Street;

(7) Residents living at 6839 West Thirty-Fourth Street and at 6901 West Thirty-Fourth Street;

(8) Residents living at 3249 Kenilworth Avenue and 3251 Kenilworth Avenue;

(9) Residents living on both the east and west sides of Maple Avenue in the 1600, 1800, 1900 and 2100 blocks;

(10) Residents living on Wenonah Avenue from Fifteenth Street to the alley lying north of Sixteenth Street;

(11) SuperZone permit parking shall be provided on the west side of Grove Avenue from the alley north of 34th Street to 3326 Grove Avenue; and on the east side of Grove Avenue from the driveway north of 34th Street to the driveway 100 feet to the north (3347 South Grove Avenue); and

(12) Residents living on Clarence Avenue from Cermak Road to Twenty-Third Street.

(13) Residents living on Wesley Avenue from Twenty-Fifth Street to Twenty-Sixth Street.

(14) Residents living on Elmwood Avenue from Sixteenth Street to Eighteenth Street.

(D) There shall be restricted residential parking on the 1600 Block of Wesley Avenue from Sixteenth Street south to Eighteenth Street, and designated as "Resident Parking Only" with special zone stickers required for all cars parked on the street.

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 _____ 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Skryd				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK



J. Staff Reports

The City of Berwyn



David M. Jelonek
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 (708) 749-6539
www.berwyn-il.gov

To: City Council and Mayor Robert Lovero

From: David M. Jelonek

A handwritten signature in black ink that reads "David M. Jelonek". The signature is written in a cursive style.

Date: February 22, 2013

Subject: 2013 Draft Budget

I will be distributing at the February 27, 2013 meeting a 2013 draft budget document for your consideration. I request that you defer action on this document until the March 12, 2013 meeting and that a public hearing on the subject of the 2013 budget be called and noticed for 5:45 PM on March 12, 2013. A notice for the public hearing is attached.

Please feel free to contact me with any questions or comments prior to the public hearing. Thank you.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

- I. A public hearing on the proposed 2013 Appropriation Ordinance (Budget) for the City of Berwyn, Illinois for 2013 will be held on March 12, 2013 at 5:45 p.m. at the City Hall Council Chambers located at 6700 West 26th Street, Berwyn, Illinois 60402.
- II. The proposed 2013 Appropriation Ordinance will be available for public inspection at the office of the City Clerk, Berwyn City Hall, 6700 West 26th Street, Berwyn, Illinois 60402, during normal business hours Monday through Friday until March 12, 2013 or until said Appropriation Ordinance is passed by the Berwyn City Council.
- III. This notice is being published in compliance with Illinois law, 65 ILCS 5/8 2-9 as well as local ordinances. All interested parties are invited and encouraged to attend this Public Hearing. The Berwyn City Hall building is handicapped accessible and ADA compliant.

By Order of Mayor Robert J. Lovero and the Berwyn City Council

S:// Thomas J. Pavlik, City Clerk, City of Berwyn

February 27, 2013

The City of Berwyn



Evan K. Summers
Project Operations
Manager

J-2

A Century of Progress with Pride

Date: February 27, 2013

To: Mayor Robert J. Lovero
Members of City Council

Re: Seasonal Planting Installation RFP

Attached is the Seasonal Planting Installation RFP for the 2013 planter program. This year we are separating the watering aspect from the plant installation component in order to achieve a higher quality end result. The scope of work will cover Ogden Avenue, the Depot District and Cermak Road. It is my intention to award the contract at the next City Council meeting.

Recommendation:

Staff recommends the approval the attached RFP for the 2013 Seasonal Planting Installation.

Respectfully,

Evan K. Summers
Project Operations Manager

Seasonal Planting RFP - Installation | 2013

REQUEST FOR PROPOSAL

SEASONAL PLANTING INSTALLATION FOR THE CITY OF BERWYN, IL 2013

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

SEASONAL PLANTING INSTALLATION

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. 26th 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." **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

PROPOSALS ARE DUE NO LATER THAN: 9:30 a.m., on March 11, 2013. Proposers shall submit four (4) copies of their proposal.

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. Upon staff review, the winning bidder will be selected at the regularly scheduled City Council Meeting in accordance with the timeline.

QUESTIONS: Bidders shall register with the below representative to stay up-to-date on all amendments to the RFP. 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
Project Operations Manager
City of Berwyn
708-788-2660 x3252

TIMELINE:

Approval of RFP	February 27, 2013
Questions Due	March 7, 2013
Proposals Due	March 11, 2013
Open Bids	March 11, 2013
Award Contract	March 12, 2013
Plants Installed	June 12, 2013
Plants Removed	October 10, 2013

Seasonal Planting RFP - Installation | 2013

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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:

The City of Berwyn is soliciting proposals from qualified professional firms to provide the seasonal planting installation in accordance with the aforementioned timeline. The successful vendor will provide the planting material and planting product as described in the appendices.

All specified planting containers and in-ground flower beds shall be planted with summer annuals as specified by the City of Berwyn. Type, size, and quantity of plant material shall be determined by the City of Berwyn prior to installation. All planting containers and in-ground flower beds are required to be weeded and initially cleaned. All planting containers and in-ground flower beds will be watered under a separate and concurrent contract. Both the installation contractor and the watering contractor shall work together to ensure plant health.

The selected Bidder and the City must cooperate in order to successfully complete the planting by this deadline. The City will designate a representative to work with the selected Bidder's representative. It is understood that plant substitutions may be required due to availability. If any plant species or plant sizes specified herein are not available, then the selected Bidder will submit a substitution list to be approved by the City prior to order and installation.

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 vendor implies the vendor's acceptance of the terms and conditions herein.
3. The proposer is responsible for all cost related to the preparation of this proposal.
4. Any cost associated with the delivery and installation of plants not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges Proposal herein.
5. The format of the vendor's proposal must be consistent with the format of the specifications listed in Attachment B.
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 plantings from other vendors as needed.

9. This proposal must be summarized in letter form on the vendor's letterhead. The letter must be signed by an officer of the vendor 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 (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 to 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 vendor shall unconditionally guarantee the materials and workmanship of all plant material and plants. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the vendor, upon notification and at their expense, shall replace the material and plantings (within seven (7) business days) to the complete satisfaction of the City. The replacement of the material and or plants 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 vendor 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 in Section II of Attachment A.
4. Failure of the vendor 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 vendor 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 Vendor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the

vendor shall bear all risk for rejected commodities after notice of rejection. Rejected commodities shall be replaced by and at the expense of the vendor after written notification of rejection.

Upon Vendor's failure to replace commodities within seven (7) working days after the date of notification, the City may return the rejected commodities to the vendor at the vendor'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.

D. **CONTRACT AWARD:**

1. The vendor's proposal must be complete to be considered for award.
2. The City reserves the right to qualify, accept or reject any or all vendors 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 vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to, delivery time, the proposed plant material and plantings, warranty/product, reliability & functionality/product availability, references, delivery time, local bidders, and special pricing & volume discounts.
4. Award, if made, shall be in the form of a Purchase Order.
5. 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 offeror that submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The City's representative reserves the right to request the offeror to provide additional information during this process.

SPECIFIC CONDITIONS AND INSTRUCTIONS:

- This contract is for the installation of plantings. A separate contract will be issued for the watering of plantings.
- The contractor awarded the installation contact shall coordinate installation with the watering contractor to ensure plant health.
- Prospective bidders shall register with the City's representative in order to stay up to date with announcements and changes.

The above conditions and instructions clarify this specific proposal document, but are in addition to the attached GENERAL CONDITONS AND INSTRUCTIONS TO PROPOSERS (Section III).

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 26th 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

Seasonal Planting RFP - Installation | 2013

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**

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(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		
	<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 arising 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/size of in-ground planters 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 of the merit of the proposed alternate 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. **SECTION 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 debt 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.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. 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 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.
7. **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.
8. **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.
9. **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 thirty (30) 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 vendor's receipt. Submit invoice in duplicate to:

City of Berwyn
Mayor's Office
6700 W. 26th Street
Berwyn, IL 60402
3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens 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.

1. SECTION IV REFERENCES

The vendor must complete the required reference information listed below. The vendor 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 vendor's proposal.

A. SECTION V COMPANY INFORMATION & SIGNATURE SHEET

Vendors 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 vendor'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.

Delivery: Upon receipt of a purchase order from the City of Berwyn, the vendor guarantees delivery and installation of the proposed planting material and plants within 15 days or as stipulated in the RFP.

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

**City of Berwyn Summer Flower Installation
2013**

I. Scope of Work

The City of Berwyn is soliciting proposals for the summer of 2013 seasonal planting at locations throughout the city. The summer planting installation includes stand-alone containers and in-ground flower beds. The installation sites are located throughout the City of Berwyn, including Ogden Avenue and the Depot District.

The Proposal shall include the following tasks:

The Bidder shall furnish all labor, supervision, 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:

1. 20" Round Container
2. 32" Round Container
3. In-Ground Flower Beds

List of Planting Locations:

1. Area I Cermak Road
 - a. 32" Round Containers: 123 total
 - b. 20" Round Containers: 87 total
2. Area II Ogden Ave
 - a. In-ground Planters: 9 total
3. Area III Depot District
 - a. 32" Round Containers: 21 total
 - b. 20" Round Containers: 9 total

II. Specifications

a. Containers

- i. Remove and dispose of all debris, litter, and dead plantings.
- ii. Remove a minimum of ¼ of the existing planting medium, haul away, and replace with new potting soil. Potting soil to be CM66 as supplied by Midwest Trading or other firm.
- iii. Ensure adequate drainage of planter.
- iv. Add Soil Moist® to containers as prescribed by manufacturer
- v. Plant annuals according to the specifications in Attachment C.

b. In-ground Flower Beds

- i. Remove and dispose of all debris, litter and dead plantings.
- ii. Amend soil in planting beds with a 2" layer of One Step Soil Conditioner as supplied by Midwest Trading.

ATTACHMENT A
Pricing

- iii. Plant annuals in center sections of Ogden Avenue planters according to Attachment C.
- iv. Apply weed control and hand weed as necessary.
- v. Cultivate to define edges.
- vi. Install mulch to bed areas that are not planted with annuals.
- c. **Spring Clean Up:** Remove all accumulated debris and leaves from containers and in-ground flower beds in the areas of Cermak Road, Ogden Avenue, and the Depot District.
- d. **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.
- e. **Bed upkeep of these area will be comprised of the following procedures:**
 - i. De-litter and weed areas upon installation. Inspect plants for health / damage and replace / correct as necessary.
 - ii. Fertilize planting containers and in-ground flower beds as needed to maintain high vigor and good color.
- f. **Fall Clean Up:** Remove summer flower rotation plantings and debris from containers and in-ground flower beds.
- g. **Planter Placement, Upkeep, and Material Rotation:** The following are staffing requirements for submission of proposal for the summer flower rotation:
 - i. Experience in commercial area landscape designs and maintenance.
 - ii. Ability to meet and work with City staff and business community representatives within 48 hours of notices.
 - iii. CLT on staff, staff capable of planter placement, filling, planting and maintenance, including off-hours delivery and set-up. Bidder must submit copy of certificate with bid. (The use of subcontracted staff must be declared). If no CLT is on staff, the contractor must have previously completed above average work for the City; the City's agents reserve the right to make this determination with full indemnity.
 - iv. Previous experience with commercial and municipal business district landscape maintenance and design.

The contractor is required to supply all planting material and plants. All plant material must be contract grown specifically for the City of Berwyn. When possible, plantings should be green housed in their specific container and grown accordingly to ensure adequate root growth and cascading effect. The contractor is responsible for installation, upkeep and removal of plantings.

ATTACHMENT A
Pricing

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

The contract will cover one planting season.

The following appendix (Appendix B) bid sheet must be completed and submitted in full:

Attachment 8
Pricing

Appendix B
Proposal Prices

Planting	Minimum Size	Quantity	Unit Price	Total
Sweet Potato Ipomea 'Sweet Caroline Light Green'	4"	174		\$ -
Marigolds Talshan 'Yellow'	4"	600		\$ -
Whopper Series 'Red/Bronze Leaf' Begonias	6"	270		\$ -
Pennisetum 'Fireworks'	1gal	9		\$ -
Supertunia 'Royal Magenta'	4"	36		\$ -
Supertunia 'Raspberry Blast'	4"	36		\$ -
Solanum Jasminoides 'Aurea'	6"	18		\$ -
King Tut Grass	1gal	21		\$ -
Supertunia 'Royal Velvet'	6"	105		\$ -
Supertunia 'Bourdeaux'	6"	105		\$ -
Caliope Ivy Geranium 'Dark Red'	6"	42		\$ -

*Note these are installed prices

Total Plant Material Cost Installed: \$ -

Maintenance/Installation	Occurrences	Price	Total
Weeding/Fertilization/Cultivation	14		\$ -
Spring Clean-up/Soil Exchange	1		\$ -
Fall Clean-up	1		\$ -

Total Maintenance Cost

\$ -

Installation Materials	Units	Price/Unit	Total
Shredded Hardwood Mulch	9		\$ -
Soil Conditioner/Removal	39		\$ -
Container Fill/Removal - (CM66)	39		\$ -

Total Installation Material Cost: \$ -

Total Cost: \$ -

I hereby declare these prices to be true and accurate and, on the behalf of my company and subcontractors, agree to comply with the 2013 Seasonal Planting RFP as issued by the City of Berwyn. The following signatures are hereby enforceable by all pertaining laws:

Signature:

Name of Contact:

Company Name:

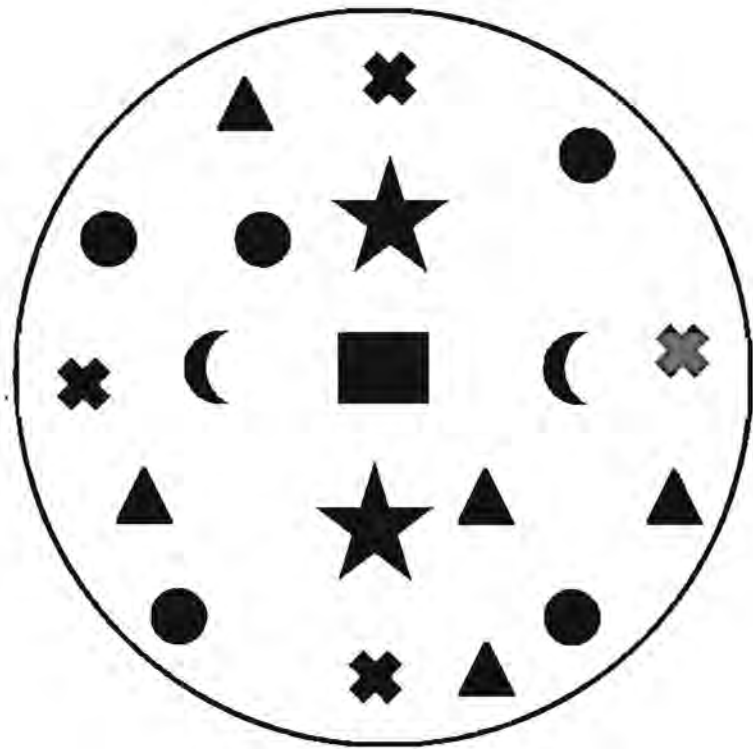
Company Address:

Title of Contact:

Phone Number:

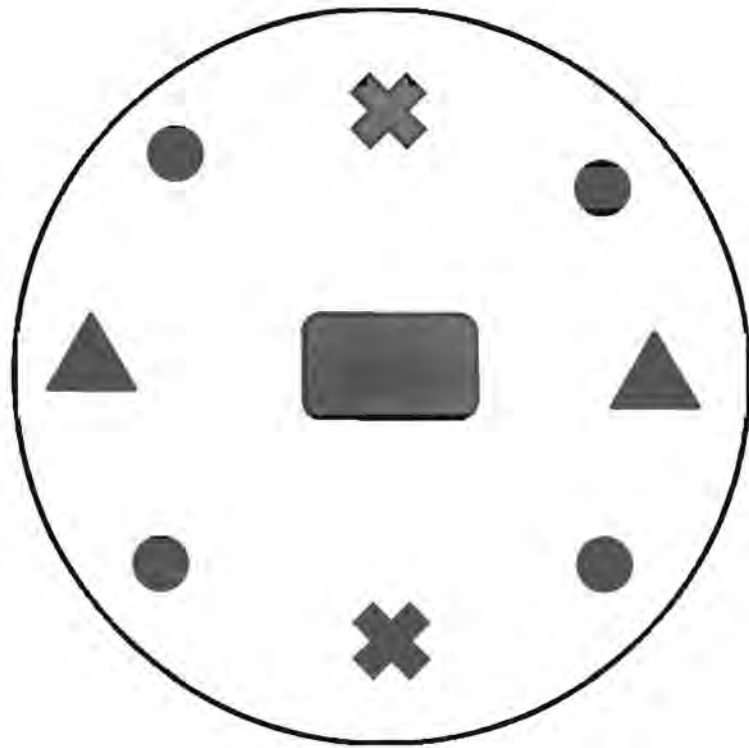
Date:

32" Round Containers (21)



- 1 – 1gal King Tut Grass
- ✕ 4 – 4" Sweet Potato Vine Ipomeea 'Sweet Caroline Light Green'
- 5 – 6" Supertunia 'Royal Velvet'
- ▲ 5 – 6" Supertunia 'Bourdeaux'
- ★ 2 – 6" Caliope Ivy Geranium 'Dark Red'
- ☾ 2 – 6" Marigolds Taishan 'Yellow'

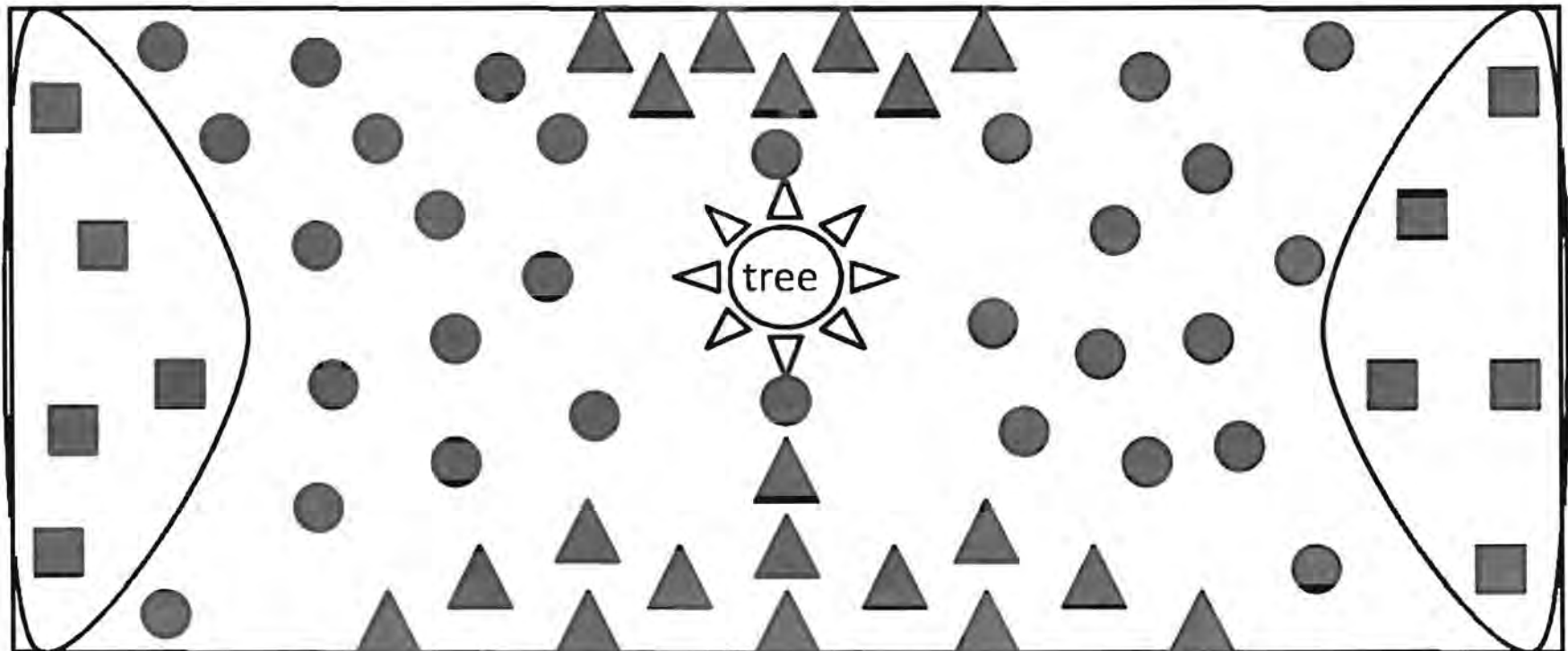
20" Round Container (9)



-  1 – 1gal Pennisetum 'Fireworks'
-  4 – 4" Supertunia 'Royal Magenta'
-  2 – 4" Supertunia 'Raspberry Blast'
-  2 – 6" Solanum Jasminoides 'Aurea'

Ogden Planter Boxes (9)

- – 10 – 4" Sweet Potato Vine Ipomea 'Sweet Caroline Light Green'
- ▲ – 20 – 4" Marigolds Taishan 'Yellow'
- – 30 – 6" Whopper Series 'Red/Bronze Leaf' Begonias



The City of Berwyn



Evan K. Summers
Project Operations
Manager

J.3

A Century of Progress with Pride

Date: February 27, 2013

To: Mayor Robert J. Lovero
Members of City Council

Re: Seasonal Planting Watering RFP

Attached is the Seasonal Planting Watering RFP for the 2013 planter program. The RFP is designed to be a lump sum contract similar to last year's contract which, due to the drought we experienced, saved the City a considerable amount of money. The associated and separate seasonal planting installation RFP will be issued under separate cover.

Recommendation:

Staff recommends the approval the attached RFP for the 2013 Seasonal Planting Watering contract.

Respectfully,

A handwritten signature in black ink, appearing to read 'E. K. Summers', written over a horizontal line.

Evan K. Summers
Project Operations Manager

Seasonal Planting RFP - Watering | 2013

REQUEST FOR PROPOSAL

SEASONAL PLANTING WATERING FOR THE CITY OF BERWYN, IL 2013

NOTICE TO PROPOSERS: Sealed Proposals will be received at 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. 26th 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." **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

PROPOSALS ARE DUE NO LATER THAN: 9:30 a.m., on March 11, 2013. Proposers shall submit four (4) copies of their proposal.

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. Upon staff review, the winning bidder will be selected at the regularly scheduled City Council Meeting in accordance with the timeline.

QUESTIONS: Bidders shall register with the below representative to stay up-to-date on all amendments to the RFP. 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
Project Operations Manager
City of Berwyn
708-788-2660 x3252

TIMELINE:

Approval of RFP	February 27, 2013
Questions Due	March 7, 2013
Proposals Due	March 11, 2013
Open Bids	March 11, 2013
Award Contract	March 12, 2013
Watering Begins	June 12, 2013
Watering Ends	October 10, 2013

Seasonal Planting RFP - Watering | 2013

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Section IV

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Company Information & Signature Sheet

SECTION II SEPCIFIC CONDITION AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE:

The City of Berwyn is soliciting proposals from qualified professional firms to provide the seasonal planting watering in accordance with the aforementioned timeline. The successful vendor will provide watering services as described herein.

All specified planting containers and in-ground flower beds shall be watered as specified by the City of Berwyn. The installation of plantings shall be completed under a separate contract. All planting containers and in-ground flower beds will be watered as specified herein or as-needed or requested at a unit price to maintain plant health and attractive appearance between the installation date and the removal date. Both the installation contractor and the watering contractor shall work together to ensure plant health.

The selected Bidder and the City must cooperate in order to successfully complete the planting by this deadline. The City will designate a representative to work with the selected Bidder's representative.

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 vendor implies the vendor's acceptance of the terms and conditions herein.
3. The proposer is responsible for all cost related to the preparation of this proposal.
4. Any cost associated with the delivery of water or watering equipment not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges Proposal herein.
5. The format of the vendor'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 vendors as needed.
9. This proposal must be summarized in letter form on the vendor's letterhead. The letter must be signed by an officer of the vendor 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 vendor shall unconditionally guarantee the materials and workmanship of all plant material and plants. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the vendor, upon notification and at their expense, shall replace the material and plantings (within seven (7) business days) to the complete satisfaction of the City. The replacement of the material and or plants 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 vendor 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 vendor 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 vendor 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 Vendor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the vendor shall bear all risk for rejected commodities after notice of rejection. Rejected commodities shall be replaced by and at the expense of the vendor after written notification of rejection.

Upon Vendor's failure to replace commodities within seven (7) working days after the date of notification, the City may return the rejected commodities to the vendor at the vendor'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.

D. **CONTRACT AWARD:**

1. The Vendor's proposal must be complete to be considered for award.
2. The City reserves the right to qualify, accept or reject any or all vendors 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 vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to, delivery time, the proposed plant material and plantings, warranty/product, reliability & functionality/product availability, references, delivery time, local bidders, and special pricing & volume discounts.
4. Award, if made, shall be in the form of a Purchase Order.
5. 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 offeror that submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The City's representative reserves the right to request the offeror to provide additional information during this process.

SPECIFIC 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 contract 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.

The above conditions and instructions clarify this specific proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section III).

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 26th 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

Seasonal Planting RFP - Watering | 2013

(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		
	<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/size of in-ground planters 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 of the merit of the proposed alternate 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. **SECTION 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 to the awardee. 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 with out 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.
7. **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.
8. **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.
9. **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 thirty (30) 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 vendor's receipt. Submit invoice in duplicate to:

City of Berwyn
Mayor's Office
6700 W. 26th Street
Berwyn, IL 60402

3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and

liens 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.

Seasonal Planting RFP - Watering | 2013

I. SECTION IV REFERENCES

The vendor must complete the required reference information listed below. The vendor 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 Vendor's proposal.

A. SECTION V COMPANY INFORMATION & SIGNATURE SHEET
Vendors 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 vendor'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.

Delivery: Upon receipt of a purchase order from the City of Berwyn, the vendor guarantees delivery and application of water as stipulated in the RFP.

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

ATTACHMENT A
Pricing

**City of Berwyn Summer Flower Installation
2013**

I. Scope of Work

The City of Berwyn is soliciting proposals for the summer of 2013 seasonal planting watering at locations throughout the City. The summer planting installation includes stand-alone containers and in-ground flower beds. The watering sites are located throughout the City of Berwyn, including Ogden Avenue, Cermak Road and the Depot District.

The Proposal shall include the following tasks:

The Bidder shall furnish all labor, supervision, 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:

1. 20" Round Container
2. 32" Round Container
3. In-Ground Flower Beds

List of Planting Locations:

1. Area I Cermak Road
 - a. 32" Round Containers: 123 total
 - b. 20" Round Containers: 87 total
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 total
 - b. 20" Round Containers: 9 total

II. 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.

ATTACHMENT A
Pricing

- 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.
- d. **Watering:** Water all planters as necessary to maintain plant health throughout length of contract at specified unit price.
- e. **Bed upkeep of these area will be comprised of the following procedures:**
 - i. Inspect plants for health / damage and replace / correct as necessary.
 - ii. Water all planting containers and in-ground beds as necessary to maintain plant health throughout contract period.
 - iii. Fertilize planting containers and in-ground flower beds as needed to maintain high vigor and good color.

The contractor is required to supply all water, watering equipment and labor. The contractor is responsible for upkeep of plantings.

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.

The following appendix (Appendix B) bid sheet must be completed and submitted in full:

Attachment B
Pricing
Appendix B
Proposal Prices

Watering	Occurrences	Unit Price	Total
Watering (additional may be required but will not be paid)	54		\$ -
Total Maintenance Cost			\$ -

I hereby declare these prices to be true and accurate and, on the behalf of my company and subcontractors, agree to comply with the 2013 Seasonal Planting RFP as issued by the City of Berwyn. The following signatures are hereby enforceable by all pertaining laws:

Signature:

Name of Contact:

Company Name:

Company Address:

Title of Contact:

Phone Number:

Date:

J-4
The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

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

February 26, 2013

Thomas J. Pavlik
City Clerk
City of Berwyn
6700 W. 26th Street
Berwyn, Illinois 60402

Re: 10 WC 15528 & 11 WC 17207

Dear Mr. Pavlik:

Please put this item on the February 26, 2013 agenda authorizing the settlement of the above referenced matters for the total of \$94,500.00, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca
City Attorney

The City of Berwyn



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

J-5

A Century of Progress with Pride

February 27, 2013

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

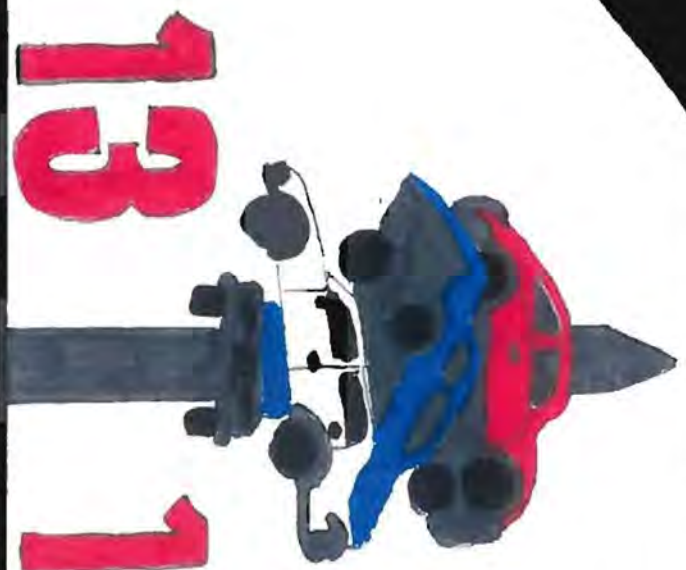
Re: City-wide Competition for the Design of the 2013-2014 City Vehicle Stickers

With permission of Council, the Mayor's Office organized a city-wide competition for the design of the 2013-2014 city vehicle sticker. This competition was for children in grades five through eight that reside within the City of Berwyn. A review panel made up of residents, artists, teachers, and City employees came to the decision to announce the winner as Pedro Lopez, an 8th grade student from Lincoln Middle School (his design is attached.) At a future council meeting, we will present Pedro with a plaque displaying his artwork. I would like to thank all those who participated in this competition.

Respectfully,

Ruth E. Volbre
Administrative Assistant to
Mayor and City Administrator

CITY OF BERWYN



THE CITY OF HOMES



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

February 2, 2012

Re: Replacement of a Library Assistant II – Youth Services,
20 hours
Replacement of Building Maintenance Assistant, 20 hours

Mayor Robert Lovero & Berwyn City Council
6700 W. 26th Street
Berwyn, IL 60402

Dear Mayor Lovero and members of the Berwyn City Council:

Please approve the replacements of two essential job vacancies. The positions are accounted in the 2012 and proposed 2013 budgets. The job circulars are attached.

Library Assistant II – Youth Services (20 hours)

\$12.50

This position was held by Marissa Garcia who is in the last semester of her Masters in Library Science studies and was promoted to fill the Youth Services' professional librarian vacancy in December 2012. The position was approved for rehire by the library board on February 19, 2013. This is a position which serves children birth through 12 years.

Building Maintenance Assistant (20 hours)

\$11.75

This position was held by Sally Beaumont. She took a full time job that offered benefits. The position was approved for rehire by the library board on February 19, 2013. This is a maintenance position responsible for lower level building repairs and upkeep.

Thank you for your consideration of this request.

Respectfully yours,

A handwritten signature in cursive script, appearing to read 'Tammy Clausen'.

Tammy Clausen
Library Director

The City of Berwyn

JM



Nicole L. Campbell
Traffic Engineer

A Century of Progress with Pride

February 27, 2013

To: Mayor Robert J. Lovero & City Council Members

From: Nicole Campbell, City Traffic Engineer

Re: Updates to Stop Sign Ordinance 460.07 and Yield Right-of-Way Intersection Ordinance 460.06

Stop sign ordinance (460.07) and yield right-of-way intersections (460.06) have been updated to list the stop locations and yield locations that are warranted per the Manual of Uniform Traffic Control Devices (MUTCD). Intersections are reviewed as part of new signing projects; as traffic counts are collected in the area; or per request. Traffic counts, accident records, intersection geometry, sight distance triangles, pedestrian routes and driver behavior are all analyzed as part of an intersection study. Intersections throughout the City will continue to be reviewed and analyzed as traffic data is collected.

Recommendations

It is my recommendation to approve the updated ordinances as presented to Council.

Sincerely,

Nicole Campbell, Traffic Engineer

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

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

February 27, 2013

To: Mayor Robert J. Lovero & City Council Members

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

Re: Updated Ordinance for Stop Signs

Ordinance 460.07 regarding stop controlled streets has been updated per the studies performed by the traffic engineer. Attached is the ordinance for Council approval.

Sincerely,

A handwritten signature in black ink that reads "Anthony T. Bertuca". The signature is written in a cursive, flowing style.

Anthony T. Bertuca, City Attorney

A handwritten signature in black ink that reads "Nicole Campbell". The signature is written in a cursive, flowing style.

Nicole Campbell, Traffic Engineer

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING SECTION 460.07 OF THE CODIFIED
ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
REGARDING STOP CONTROLLED STREETS**

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

NONA N. CHAPMAN
JEFFREY G. BOYAJIAN
MARGARET PAUL
MICHELE D. SKRYD
CESAR A. SANTOY
THEODORE J. POLASHEK
RAFAEL AVILA
NORA LAURETO
Aldermen

ORDINANCE NO.: _____

**AN ORDINANCE AMENDING SECTION 460.07 OF THE CODIFIED ORDINANCES
OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING STOP
CONTROLLED STREETS**

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*") has adopted a Traffic Code, which has been amended from time to time; and

WHEREAS, the Corporate Authorities have further decided to enact the traffic regulation identified herein; 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 460.07 Stop Signs is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

460.07 STOP SIGNS

Whenever authorized stop signs have been erected it shall be unlawful for the driver of any vehicle to proceed into the intersection without first bringing such vehicle to a full stop.

The following streets and parts of street within the city are hereby declared to be stop intersections with the stop sign or stop signs posted to stop traffic traveling in the directions indicated:

~~19th Street and Gunderson Avenue: All northbound traffic on Gunderson Avenue shall come to a complete stop at the intersection of 19th Street and Gunderson Avenue.~~

Lombard Avenue and 27th Street, all way stop controlled

Lombard Avenue and 28th Street, all way stop controlled

Lombard Avenue southbound at 29th Street

Lombard Avenue northbound at 31st Street

Lombard Avenue southbound at Park Avenue

Lombard Avenue eastbound at 32nd Street

Lombard Avenue eastbound at 33rd Street

Lombard Avenue and 34th Street, all way stop controlled

Lombard Avenue southbound at 35th Street

Lombard Avenue southbound at 36th Street

Lombard Avenue and 37th Street, all way stop controlled

Lombard Avenue southbound at 38th Street

Harvey Avenue northbound at 27th Street

Harvey Avenue northbound at 28th Street

Harvey Avenue northbound at 34th Street

Harvey Avenue northbound at 35th Street

Harvey Avenue northbound at 36th Street

Harvey Avenue northbound at 37th Street

Harvey Avenue northbound at 38th Street

Highland Avenue northbound at 27th Street

Highland Avenue northbound at 28th Street

Highland Avenue and 35th Street, all way stop controlled

Highland Avenue and 36th Street, all way stop controlled

Highland Avenue and 37th Street, all way stop controlled

Highland Avenue and 38th Street, all way stop controlled

Cuyler Avenue northbound at 27th Street

Cuyler Avenue northbound at 35th Street

Cuyler Avenue northbound at 36th Street

Cuyler Avenue northbound at 37th Street

Cuyler Avenue northbound at 38th Street

Elmwood Avenue southbound at 13th Street
Elmwood Avenue southbound at 18th Street
Elmwood Avenue northbound at 36th Street

Gunderson Avenue northbound at 14th Street
Gunderson Avenue northbound at 19th Street
Gunderson Avenue and 36th Street, all way stop controlled

Scoville Avenue southbound at 13th Street
Scoville Avenue southbound at 15th Street
Scoville Avenue southbound at 23rd Street
Scoville Avenue northbound and southbound at 38th Street

Clarence Avenue northbound at 36th Street
Clarence Avenue northbound at 38th Street

Grove Avenue southbound at 19th Street
Grove Avenue northbound and southbound at 27th Street

Kenilworth Avenue and 19th Street, all way stop controlled
Kenilworth Avenue northbound at 27th Street
Kenilworth Avenue northbound at 38th Street

Clinton Avenue southbound at 19th Street
Clinton Avenue northbound and southbound at 27th Street

Home Avenue and 27th Street, all way stop controlled

Maple Avenue and 28th Street, all way stop controlled

Vacin Fairway eastbound and westbound at Grove Avenue
Vacin Fairway eastbound and westbound at Oak Park Avenue
Vacin Fairway eastbound and westbound at Euclid Avenue
Vacin Fairway eastbound and westbound at Wesley Avenue
Vacin Fairway eastbound and westbound at Clarence Avenue
Vacin Fairway eastbound and westbound at East Avenue
Vacin Fairway eastbound and westbound at Scoville Avenue
Vacin Fairway eastbound and westbound at Gunderson Avenue
Vacin Fairway eastbound and westbound at Elmwood Avenue
Vacin Fairway eastbound and westbound at Ridgeland Avenue
Vacin Fairway eastbound and westbound at Cuyler Avenue
Vacin Fairway eastbound and westbound at Highland Avenue
Vacin Fairway eastbound and westbound at Harvey Avenue
Vacin Fairway eastbound at Lombard Avenue

24th Street eastbound at Clinton Avenue

Park Avenue eastbound at Lombard Avenue

34th Street westbound at Highland Avenue

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 _____ 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Skryd				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

J-8
The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

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

February 27, 2013

To: Mayor Robert J. Lovero & City Council Members

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

Re: Ordinance establishing yield right-of-way intersections

Ordinance 460.06 regarding yield right-of-way intersections has been created based on the studies performed by the traffic engineer. Attached is the ordinance for Council approval.

Sincerely,

Anthony T. Bertuca

Anthony T. Bertuca, City Attorney

Nicole Campbell

Nicole Campbell, Traffic Engineer

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE ESTABLISHING YIELD RIGHT-OF-WAY INTERSECTIONS
AND AMENDING CHAPTER 460 OF THE TRAFFIC CODE OF THE
CODIFIED ORDINANCES OF THE CITY OF BERWYN**

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

NONA N. CHAPMAN
JEFFREY G. BOYAJIAN
MARGARET PAUL
MICHELE D. SKRYD
CESAR A. SANTOY
THEODORE J. POLASHEK
RAFAEL AVILA
NORA LAURETO
Aldermen

ORDINANCE NO.: _____

**AN ORDINANCE ESTABLISHING YIELD RIGHT-OF-WAY INTERSECTIONS AND
AMENDING CHAPTER 460 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES
OF THE CITY OF BERWYN**

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*") has adopted a Traffic Code, which has been amended from time to time; and

WHEREAS, the Corporate Authorities have further decided to enact the traffic regulation identified herein; 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: The Codified Ordinances of the City of Berwyn, Cook County, Illinois is hereby amended by adding the following new Section to read as follows:

460.06 YIELD SIGNS

Whenever authorized yield signs have been erected vehicles facing these signs shall yield the right of way to vehicles in the intersection and to vehicles approaching from the right or left.

The following streets and parts of street within the city are hereby declared to be yield right of way intersections:

Clinton Avenue southbound at 37th Street

Grove Avenue southbound at 37th Street

Clarence Avenue northbound at 14th Street

Cuyler Avenue northbound at 28th Street

Highland Avenue southbound at 13th Street

Highland Avenue southbound at 14th Street

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 _____ 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Skryd				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

J-9
The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

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www.berwyn.il.gov

February 27, 2013

To: Mayor Robert J. Lovero & City Council Members

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

Re: Ordinance establishing through streets

Ordinance 460.11 regarding through streets has been created which lists the existing collector and arterial routes that traverse the City. Attached is the ordinance for Council approval.

Sincerely,

Anthony T. Bertuca, City Attorney

Nicole Campbell, Traffic Engineer

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE ESTABLISHING THROUGH STREETS AND AMENDING
CHAPTER 460 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES
OF THE CITY OF BERWYN**

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

NONA N. CHAPMAN
JEFFREY G. BOYAJIAN
MARGARET PAUL
MICHELE D. SKRYD
CESAR A. SANTOY
THEODORE J. POLASHEK
RAFAEL AVILA
NORA LAURETO
Aldermen

ORDINANCE NO.: _____

AN ORDINANCE ESTABLISHING THROUGH STREETS AND AMENDING CHAPTER 460 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN

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*") has adopted a Traffic Code, which has been amended from time to time; and

WHEREAS, the Corporate Authorities have further decided to enact the traffic regulation identified herein; 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: The Codified Ordinances of the City of Berwyn, Cook County, Illinois is hereby amended by adding the following new Section to read as follows:

460.11 THROUGH STREETS

The streets and parts of streets designated in this section are hereby declared to constitute through streets. It shall be unlawful to drive any vehicle into a through street without first bringing such vehicle to a full stop before entering any of the following streets or parts of streets, unless directed by a traffic officer or a traffic control signal.

Roosevelt Road

16th Street

Cermak Road

26th Street

Riverside Drive

31st Street

Stanley Avenue

Windsor Avenue

34th Street

Ogden Avenue

Pershing Road

Harlem Avenue

Oak Park Avenue

East Avenue

Ridgeland Avenue

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 _____ 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Boyajian				
Paul				
Skryd				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
TOTAL				

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK



K. Consent Agenda

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

K-1

A Century of Progress with Pride

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

February 21, 2013

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

SUBJECT: Payroll February 13, 2013

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the February 27, 2013 meeting.

Payroll: February 13, 2013 in the amount of \$1,094,075.88.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Nona N. Chapman".

Nona N. Chapman
Budget Committee Chairman

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

K-2

A Century of Progress with Pride

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

www.berwyn-il.gov

February 21, 2013
Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

SUBJECT: Payables February 27, 2013

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the February 27, 2013 meeting.

Total Payables: February 27, 2013 in the amount of \$495,985.27.

Respectfully Submitted,

A handwritten signature in black ink that reads "Nona N. Chapman". The signature is written in a cursive, flowing style.

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 2/23/2012 - To Payment Date: 2/25/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
21088	02/11/2013	Open			Accounts Payable	AT & T	\$2,766.02		
21089	02/11/2013	Open			Accounts Payable	G.G Development Corp.	\$20,000.00		
21090	02/11/2013	Open			Accounts Payable	New World Systems	\$1,200.00		
21091	02/11/2013	Open			Accounts Payable	Robert J. Lovero	\$202.57		
21092	02/11/2013	Open			Accounts Payable	McGrath Lexus of Westmont	\$1,485.99		
21093	02/12/2013	Open			Accounts Payable	Sears Home Service	\$2,583.00		
21094	02/25/2013	Open			Accounts Payable	1st Source America	\$512.92		
21095	02/25/2013	Open			Accounts Payable	Abbey Paving Co. Inc.	\$41,076.52		
21096	02/25/2013	Open			Accounts Payable	ABC Automotive Electronics	\$981.30		
21097	02/25/2013	Open			Accounts Payable	ABC Automotive Electronics	\$6,463.40		
21098	02/25/2013	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$3,663.00		
21099	02/25/2013	Open			Accounts Payable	Airelite Home Improvement	\$1,565.00		
21100	02/25/2013	Open			Accounts Payable	Alrgas North Central	\$120.64		
21101	02/25/2013	Open			Accounts Payable	Alliance Entertainment	\$1,157.79		
21102	02/25/2013	Open			Accounts Payable	AM Realty Management, Inc.	\$1,475.00		
21103	02/25/2013	Open			Accounts Payable	Amazon.com	\$215.18		
21104	02/25/2013	Open			Accounts Payable	American Cancer Society	\$100.00		
21105	02/25/2013	Open			Accounts Payable	American Legal Publishing Corporation	\$299.00		
21106	02/25/2013	Open			Accounts Payable	Ancel Glink,Diamond,Bush DiCianni & Kraflhefer PC	\$838.85		
21107	02/25/2013	Open			Accounts Payable	Antique & Art Restoration Center	\$4,500.00		
21108	02/25/2013	Open			Accounts Payable	AT & T	\$13,708.10		
21109	02/25/2013	Open			Accounts Payable	AT& T	\$3,970.17		
21110	02/25/2013	Open			Accounts Payable	AT& T Long Distance	\$23.80		
21111	02/25/2013	Open			Accounts Payable	AudioGo	\$297.12		
21112	02/25/2013	Open			Accounts Payable	AWESOME Pest Service	\$725.00		
21113	02/25/2013	Open			Accounts Payable	B & B Wholesale Distributors	\$158.85		
21114	02/25/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$453.24		
21115	02/25/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$4,628.25		
21116	02/25/2013	Open			Accounts Payable	Barbara Ziemba	\$68.11		
21117	02/25/2013	Open			Accounts Payable	Barge Terminal & Trucking	\$1,674.17		
21118	02/25/2013	Open			Accounts Payable	Bayscan Technologies	\$521.00		
21119	02/25/2013	Open			Accounts Payable	Berwyn Ace Hardware	\$120.46		
21120	02/25/2013	Open			Accounts Payable	Berwyn Park District	\$425.00		
21121	02/25/2013	Open			Accounts Payable	Berwyn Park District	\$375.00		
21122	02/25/2013	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$1,618.60		
21123	02/25/2013	Open			Accounts Payable	CablesAndKits.com	\$1,258.76		
21124	02/25/2013	Open			Accounts Payable	Calli Leventis	\$500.00		
21125	02/25/2013	Open			Accounts Payable	Cardinal Tracking, Inc.	\$1,779.29		
21126	02/25/2013	Open			Accounts Payable	Carla Gomez	\$400.00		
21127	02/25/2013	Open			Accounts Payable	Cassidy Tire	\$935.94		
21128	02/25/2013	Open			Accounts Payable	CDW Government, Inc.	\$1,149.82		
21129	02/25/2013	Open			Accounts Payable	CenterPoint Energy Services,Inc.	\$7,215.62		
21130	02/25/2013	Open			Accounts Payable	Chicago International Trucks, LLC	\$631.35		
21131	02/25/2013	Open			Accounts Payable	Chicago Office Technology Group	\$1,172.00		
21132	02/25/2013	Open			Accounts Payable	Chicago Public Library	\$30.00		

Payment Register

From Payment Date: 2/23/2012 - To Payment Date: 2/25/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
21133	02/25/2013	Open			Accounts Payable	Chromate Corporation	\$708.23		
21134	02/25/2013	Open			Accounts Payable	Comcast Cable	\$139.65		
21135	02/25/2013	Open			Accounts Payable	ComEd	\$3,699.92		
21136	02/25/2013	Open			Accounts Payable	Communication Revolving Fund	\$439.15		
21137	02/25/2013	Open			Accounts Payable	Complete Temperature Systems, Inc.	\$10,398.10		
21138	02/25/2013	Open			Accounts Payable	Conserv FS, Inc.	\$674.04		
21139	02/25/2013	Open			Accounts Payable	Constellation New Energy, Inc.	\$645.04		
21140	02/25/2013	Open			Accounts Payable	Cook Engineering Group	\$2,777.05		
21141	02/25/2013	Open			Accounts Payable	Crystal Vela	\$10.00		
21142	02/25/2013	Open			Accounts Payable	Cuda Law Offices, LTD	\$5,653.75		
21143	02/25/2013	Open			Accounts Payable	David Green	\$98.99		
21144	02/25/2013	Open			Accounts Payable	Deece Automotive	\$1,811.00		
21145	02/25/2013	Open			Accounts Payable	Del Galdo Law Group, LLC	\$20,793.38		
21146	02/25/2013	Open			Accounts Payable	Demco Educational Corporation	\$35.54		
21147	02/25/2013	Open			Accounts Payable	Diamond Graphics, Inc.	\$1,937.00		
21148	02/25/2013	Open			Accounts Payable	Easypermit Postage	\$10,000.00		
21149	02/25/2013	Open			Accounts Payable	Eddiberto Morales	\$750.00		
21150	02/25/2013	Open			Accounts Payable	Emily Belmontez	\$200.00		
21151	02/25/2013	Open			Accounts Payable	Enterprise Rent-a-Car	\$104.88		
21152	02/25/2013	Open			Accounts Payable	Eric Olson	\$100.00		
21153	02/25/2013	Open			Accounts Payable	Erca Hammerschmidt	\$68.00		
21154	02/25/2013	Open			Accounts Payable	Federal Express Corporation	\$233.66		
21155	02/25/2013	Open			Accounts Payable	Felco Vending, Inc.	\$8.00		
21156	02/25/2013	Open			Accounts Payable	Felipe & Rebeca Salas	\$1,475.00		
21157	02/25/2013	Open			Accounts Payable	Fiore Buccieri	\$57.50		
21158	02/25/2013	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$780.00		
21159	02/25/2013	Open			Accounts Payable	Flash Electric Company	\$1,340.00		
21160	02/25/2013	Open			Accounts Payable	Frank Novotny & Associates	\$77.50		
21161	02/25/2013	Open			Accounts Payable	GALE	\$305.88		
21162	02/25/2013	Open			Accounts Payable	Gaylord Bros, Inc.	\$130.76		
21163	02/25/2013	Open			Accounts Payable	Genesis Home Remodel	\$600.00		
21164	02/25/2013	Open			Accounts Payable	Grainger	\$384.00		
21165	02/25/2013	Open			Accounts Payable	Grey House Publishing	\$419.15		
21166	02/25/2013	Open			Accounts Payable	Gryphon Training Group, Inc.	\$130.00		
21167	02/25/2013	Open			Accounts Payable	Gurtner Plumbing, Inc.	\$464.00		
21168	02/25/2013	Open			Accounts Payable	Hajji Al-Ugdah	\$100.00		
21169	02/25/2013	Open			Accounts Payable	HD Supply Waterworks, LTD	\$23,538.64		
21170	02/25/2013	Open			Accounts Payable	Home Depot Credit Services	\$579.37		
21171	02/25/2013	Open			Accounts Payable	Horizon Screening	\$5,611.50		
21172	02/25/2013	Open			Accounts Payable	Illinois Association of Park Districts	\$864.17		
21173	02/25/2013	Open			Accounts Payable	Illinois Brick Company	\$280.00		
21174	02/25/2013	Open			Accounts Payable	Illinois Paper & Copier Company	\$2,231.33		
21175	02/25/2013	Open			Accounts Payable	Illinois Workers' Compensation Commission	\$3,385.01		
21176	02/25/2013	Open			Accounts Payable	Ingram Library Services	\$5,315.27		
21177	02/25/2013	Open			Accounts Payable	J. Nardulli Concrete, Inc.	\$48,211.38		
21178	02/25/2013	Open			Accounts Payable	J. Sterling Morton High School	\$5,000.00		
21179	02/25/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$1,294.60		
21180	02/25/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$23.97		
21181	02/25/2013	Open			Accounts Payable	James Frank	\$110.38		

Payment Register

From Payment Date: 2/23/2012 - To Payment Date: 2/25/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
21182	02/25/2013	Open			Accounts Payable	JNC Consulting, Inc.	\$1,700.00		
21183	02/25/2013	Open			Accounts Payable	John Tarullo	\$3,210.00		
21184	02/25/2013	Open			Accounts Payable	Johnson, Roberts & Associates	\$149.20		
21185	02/25/2013	Open			Accounts Payable	K's Quality Construction, Inc.	\$4,065.00		
21186	02/25/2013	Open			Accounts Payable	KB Lawn and Mulch	\$990.00		
21187	02/25/2013	Open			Accounts Payable	Key Equipment Finance	\$2,226.00		
21188	02/25/2013	Open			Accounts Payable	L - K Fire Extinguisher Service	\$764.30		
21189	02/25/2013	Open			Accounts Payable	Lawdale News	\$237.24		
21190	02/25/2013	Open			Accounts Payable	Linda Rios	\$200.00		
21191	02/25/2013	Open			Accounts Payable	Little Village Printing	\$101.47		
21192	02/25/2013	Open			Accounts Payable	Lyons Tree Service, Inc.	\$8,050.00		
21193	02/25/2013	Open			Accounts Payable	M. K. Sports	\$2,262.00		
21194	02/25/2013	Open			Accounts Payable	Maria lu Serrano	\$1,012.50		
21195	02/25/2013	Open			Accounts Payable	Marissa Garcia	\$216.18		
21196	02/25/2013	Open			Accounts Payable	Martin McGowan	\$50.00		
21197	02/25/2013	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		
21198	02/25/2013	Open			Accounts Payable	McGuire's II, LLC	\$130.00		
21199	02/25/2013	Open			Accounts Payable	Menards	\$104.95		
21200	02/25/2013	Open			Accounts Payable	Menards	\$132.21		
21201	02/25/2013	Open			Accounts Payable	Meiro Staffing	\$1,076.76		
21202	02/25/2013	Open			Accounts Payable	Micro Marketing, LLC	\$252.27		
21203	02/25/2013	Open			Accounts Payable	Mid-Town Petroleum,	\$3,346.76		
21204	02/25/2013	Open			Accounts Payable	Midwest Tape	\$659.66		
21205	02/25/2013	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
21206	02/25/2013	Open			Accounts Payable	Mike & Sons	\$5,082.33		
21207	02/25/2013	Open			Accounts Payable	Mirabelle Rivera	\$1,475.00		
21208	02/25/2013	Open			Accounts Payable	Monroe Truck Equipment, Inc.	\$145.00		
21209	02/25/2013	Open			Accounts Payable	Morning Noon & Night Plumbing	\$1,000.00		
21210	02/25/2013	Open			Accounts Payable	Municipal Clerks of SW Suburbs	\$25.00		
21211	02/25/2013	Open			Accounts Payable	MVM, Inc.	\$1,278.96		
21212	02/25/2013	Open			Accounts Payable	NAEIR	\$190.50		
21213	02/25/2013	Open			Accounts Payable	National Seed	\$2,309.60		
21214	02/25/2013	Open			Accounts Payable	New World Systems	\$14,250.00		
21215	02/25/2013	Open			Accounts Payable	Newegg Business	\$45.02		
21216	02/25/2013	Open			Accounts Payable	Nora Laureto	\$600.00		
21217	02/25/2013	Open			Accounts Payable	Norma Sandoval	\$200.00		
21218	02/25/2013	Open			Accounts Payable	North American Salt Company	\$46,796.19		
21219	02/25/2013	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$1,559.00		
21220	02/25/2013	Open			Accounts Payable	Office Depot	\$662.36		
21221	02/25/2013	Open			Accounts Payable	Office Equipment Sales	\$3,633.39		
21222	02/25/2013	Open			Accounts Payable	Ogden Carwash	\$16.50		
21223	02/25/2013	Open			Accounts Payable	Otis Elevator Company	\$100.00		
21224	02/25/2013	Open			Accounts Payable	Overdrive	\$6,000.00		
21225	02/25/2013	Open			Accounts Payable	Patrick Engineering	\$4,390.50		
21226	02/25/2013	Open			Accounts Payable	Pepsi Beverages Co.	\$100.00		
21227	02/25/2013	Open			Accounts Payable	Phil Passen	\$250.00		
21228	02/25/2013	Open			Accounts Payable	Pioneer Athletics	\$1,545.00		
21229	02/25/2013	Open			Accounts Payable	Pitney Bowes	\$2,313.00		
21230	02/25/2013	Open			Accounts Payable	R.D.V. Electric, Inc.	\$1,015.00		

Payment Register

From Payment Date: 2/23/2012 - To Payment Date: 2/25/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
21231	02/25/2013	Open			Accounts Payable	Rachael Singer Gordon	\$225.00		
21232	02/25/2013	Open			Accounts Payable	Research Technology International	\$514.95		
21233	02/25/2013	Open			Accounts Payable	Restore Construction, Inc.	\$1,617.00		
21234	02/25/2013	Open			Accounts Payable	Robert R. Andreas & Sons	\$1,488.50		
21235	02/25/2013	Open			Accounts Payable	Robert Rodriguez	\$150.00		
21236	02/25/2013	Open			Accounts Payable	Roscoe Company	\$652.59		
21237	02/25/2013	Open			Accounts Payable	Rose's Catering	\$895.00		
21238	02/25/2013	Open			Accounts Payable	Sam's Club / GECRB	\$222.93		
21239	02/25/2013	Open			Accounts Payable	Sam's Club / GECRB	\$133.35		
21240	02/25/2013	Open			Accounts Payable	Sensit Technologies	\$27.36		
21241	02/25/2013	Open			Accounts Payable	Shane's Office Supply Company	\$39.24		
21242	02/25/2013	Open			Accounts Payable	Sharon Lorenzi	\$37.82		
21243	02/25/2013	Open			Accounts Payable	Simmons Pest Control	\$150.00		
21244	02/25/2013	Open			Accounts Payable	Solutions for Care	\$150.00		
21245	02/25/2013	Open			Accounts Payable	Special Events Management	\$2,500.00		
21246	02/25/2013	Open			Accounts Payable	Sprint	\$1,142.87		
21247	02/25/2013	Open			Accounts Payable	State Industrial Products	\$413.00		
21248	02/25/2013	Open			Accounts Payable	Storino, Ramello & Durkin	\$3,930.90		
21249	02/25/2013	Open			Accounts Payable	Strictly Sewers	\$2,000.00		
21250	02/25/2013	Open			Accounts Payable	Suburban Life Publications	\$44.00		
21251	02/25/2013	Open			Accounts Payable	Sunbelt Rentals	\$1,672.95		
21252	02/25/2013	Open			Accounts Payable	Tammy R. Clausen	\$13.98		
21253	02/25/2013	Open			Accounts Payable	Tazman Construction	\$335.00		
21254	02/25/2013	Open			Accounts Payable	Ted Pappas	\$70.05		
21255	02/25/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$2.95		
21256	02/25/2013	Open			Accounts Payable	Terminal Supply Co.	\$13.26		
21257	02/25/2013	Open			Accounts Payable	Texor World Fuel Services	\$585.78		
21258	02/25/2013	Open			Accounts Payable	The AV Cafe	\$124.50		
21258	02/25/2013	Open			Accounts Payable	The New York Times	\$830.68		
21260	02/25/2013	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$2,859.30		
21261	02/25/2013	Open			Accounts Payable	U.S. Cellular	\$423.66		
21262	02/25/2013	Open			Accounts Payable	Unique Management Services, Inc.	\$53.70		
21263	02/25/2013	Open			Accounts Payable	Unique Plumbing	\$34,417.74		
21264	02/25/2013	Open			Accounts Payable	United Parcel Service	\$26.17		
21265	02/25/2013	Open			Accounts Payable	United Radio Comm, Inc.	\$96.00		
21266	02/25/2013	Open			Accounts Payable	US Gas	\$114.80		
21267	02/25/2013	Open			Accounts Payable	US Healthworks Med Group of II, PC	\$130.00		
21268	02/25/2013	Open			Accounts Payable	USIC Locating Services, Inc.	\$1,347.00		
21268	02/25/2013	Open			Accounts Payable	USP Trans, Inc.	\$682.22		
21270	02/25/2013	Open			Accounts Payable	Verizon Wireless	\$76.04		
21271	02/25/2013	Open			Accounts Payable	Vikki Green	\$500.00		
21272	02/25/2013	Open			Accounts Payable	Violet Flower Shop	\$100.00		
21273	02/25/2013	Open			Accounts Payable	Weimer Machine	\$1,758.99		
21274	02/25/2013	Open			Accounts Payable	West Payment Center	\$296.10		
21275	02/25/2013	Open			Accounts Payable	Widaman Signs	\$975.00		
21276	02/25/2013	Open			Accounts Payable	Willowbrook Ford / Kia	\$410.35		
21277	02/25/2013	Open			Accounts Payable	Zee Medical, Inc.	\$65.45		
Type Check Totals:									
01 - General Cash Totals									
							190 Transactions	\$495,985.27	

Checks	Status	Count	Transaction Amount	Reconciled Amount
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Payment Register

From Payment Date: 2/23/2012 - To Payment Date: 2/25/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	190	\$495,985.27	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	190	\$495,985.27	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	190	\$495,985.27	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	190	\$495,985.27	\$0.00	
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	190	\$495,985.27	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	190	\$495,985.27	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	190	\$495,985.27	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	190	\$495,985.27	\$0.00	

Grand Totals:

Robert J. Lovero
Mayor



Collections and
Licensing

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

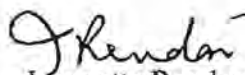
February 6, 2013

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

Dear Mayor and Council Members:

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

Respectfully,


Jeannette Rendon
For David Jelonek
Finance Director

Application Review

Business Name	Address	Last Update	Phone	ID #
<i>Raymond's Tacos and Burritos</i> 6401 W. 34th Street	Berwyn IL 60402	7/8/2010	(708)	12365
Total Businesses				1

Application Pending

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

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
Adelin's Bakery 6807 W. Ogden Ave.	Berwyn IL 60402	1/17/2013	(708) 637-4541	14448
Berwyn Credit Restoration 6601 W. Roosevelt Rd.	Berwyn IL 60402	2/4/2013	(888) 550-6570	14472
Berwyn Liquidators 6609 W. Stanley Ave.	Berwyn IL 60402	2/21/2012	(708) 355-0790	13036
Botanica Orisha Ile Ifa Inc. 2617 S. Ridgeland Ave.	Berwyn IL 60402	12/18/2012	(708) 795-8300	14405
Bride's Palace Inc. 6907 W. Cermak Rd.	Berwyn IL 60402	4/13/2012	(708) 637-5138	13162
Diamond Realtors Group 6328 W. 26 th St.	Berwyn IL 60402	1/28/2013	(708) 749-3220	14458
Enterprise Rent -a- Car 6301 W. Ogden Avenue	Berwyn IL 60402	3/16/2012	(708) 749-2000	12778
Fernando Fuentes D.B.A. Roberto's Place 3244 S. OakPark Avenue	Berwyn IL 60402	2/1/2012		13011
Health Source Pharmacy 6723 W. Cermak Rd.	Berwyn IL 60402	1/8/2013		14428
K ' Natural Inc. 6610 W. Cermak Rd.	Berwyn IL 60402	6/9/2011	(708) 788-7900	12533
La Esperanza Mini Mart 2140 S. Highland Ave.	Berwyn IL 60402	1/10/2013		14437
Loan Today 6226 W. Cermak Rd.	Berwyn IL 60402	10/23/2012		13565
Los Corrales Taqueria & Restaurante 6711-13 W. 26 th St.	Berwyn IL 60402	2/4/2013	(708) 484-9863	14466
Luis Marin 6733 W. 26 th St.	Berwyn IL 60402	1/16/2013	(708) 484-4026	14447
Munoz Medical Center LLC 3100 South Oak Park Avenue	Berwyn IL 60402	8/22/2011	(708) 484-2600	12702
Nationwiede Income Tax Services Inc. 6626 W. Cermak Road	Berwyn IL 60402	1/21/2011	(800) 567-0757	10837
Nutri Max Fitness # 4 6508 W. 16 th St.	Berwyn IL 60402	11/14/2012		13612
Ogden Motors Inc. 6516 W. Ogden Ave.	Berwyn IL 60402	11/8/2012	(708) 674-4544	13606
Pav Realtors 6308 W. Cermak Road	Berwyn IL 60402	4/1/2011	(708) 795-7100	10965
Peques Wiggles & Giggles Learning Ctr. 6416 W. Ogden Avenue	Berwyn IL 60402	2/5/2013		14475

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>Release Dance Productions</i> 6803 W. Roosevelt Rd.	Berwyn IL 60402	7/10/2012	(708) 513-5662	13331
<i>Taqueria El Palenque Inc.</i> 1547 S. Oak Park Ave.	Berwyn IL 60402	2/23/2012		13049
<i>Union Arms Company</i> 6340 W. 26th Street	Berwyn IL 60402	8/30/2010	(708) 646-5605	12366
<i>Upscale Audio Exchange</i> 3225 S. Harlem Ave.	Berwyn IL 60402	12/26/2012	(708) 484-2694	14413
Total Businesses				24

BERWYN BUSINESSES - LICENSED IN JANUARY, 2013 (STOREFRONTS)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME AND/OR OWNERS NAME</u>	<u>COMMENTS</u>
CAFÉ LATION	6241 W. CERMAK RD	CAFÉ LATION LLC DARIO L. SOLANO & SANDRA SOLANO	RESTAURANT

BERWYN BUSINESSES - LICENSED IN JANUARY, 2013 (PHONE USE ONLY)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME AND/OR OWNERS NAME</u>	<u>COMMENTS</u>
BEST DAY EVER CREATIONS CO.	6431 W 16TH STREET	BEST DAY EVER CREATION CORP. DORIAN MATOS	WEDDING CONSULANT

BUSINESS LICENSES ISSUED IN JANUARY, 2013 OUT OF TOWN CONTRACTORS

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME AND/OR OWNERS NAME</u>	<u>COMMENTS</u>
ECO - LIFE DESIGNIN	CICERO, IL	ECO - LIFE DESIGNING LLC	GENERAL
AAA EXPERT HGT & COOLING	DOWNERS GROVE, IL	AAA EXPERT HEATING & COOLING	HEATING & AIR CONDITIONING
AWNING EXPRESS	CHICAGO, IL	JAVIER ORTEGA & VERONICA DEGOLLADO	AWNING INSTALLER
ARROW HEATING & COOLING	BATAVIA, IL	ARROW HEATING & COOLING, INC	HEATING & AIR CONDITIONING
ESSENTIAL PLUMBING & SEWER	WINFIELD, IL	ESSENTIAL PLUMBING & SEWER, INC	PLUMBING
JACKNOW CONSTRUCTION	FOREST PARK,IL	JACKNOW CONSTRUCTION, INC	GENERAL

Thomas J. Pavlik

From: St. Mary of Celle [smcrectory@sbcglobal.net]
Sent: Friday, February 15, 2013 11:53 AM
To: Thomas J. Pavlik
Subject: Request from St. Mary of Celle parish

K-4

Dear Mr. Pavlik,

Our pastor, Fr. Bill Stenzel, has asked me to contact you with a special request for Good Friday, March 29th. On that date, St. Mary of Celle is having a Way of the Cross procession and would like permission to walk around the block in the streets that border parish property: 14th, 15th, Wesley and Euclid. The event would take place between 1:00 pm and 3:00 pm. Please let me know if there is any paperwork to be completed or a particular way that the parish should submit the request. Thank you.

Sincerely,

Meg McKinley
Business Manager
St. Mary of Celle
1428 S. Wesley Ave.
Berwyn, IL 60402
(708) 788-0876