



City of Berwyn

City Council Meeting

October 9, 2012

BERWYN CITY COUNCIL MEETING
OCTOBER 9, 2012

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 9/25/12 – COW - 9/25/12 - PUBLIC HEARING - 9/25/12
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC-TIF APPLICATION-BERWYN PARK DISTRICT, KARBAN PARK
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
 - 1. ZBA-ORDINANCE APPROVING A CONDITIONAL USE FOR A GROUP MEDICAL FACILITY IN A RETAIL OVERLAY DISTRICT IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT AT 3200 S. OAK PARK AVENUE/6801 W. STANLEY, BERWYN, IL
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES, OTHER BOARDS AND COMMISSIONS
- (J) STAFF REPORTS
 - 1. ASSISTANT FIRE CHIEF-PURCHASE OF A REPLACEMENT FIRE DEPARTMENT VEHICLE
 - 2. PUBLIC WORKS DIRECTOR-AUTHORIZATION TO REQUEST SEALED BIDS FOR DUMP BODY REPLACEMENT FOR M-18
 - 3. CITY ATTORNEY-SETTLEMENT OF CASE 11WC20958
 - 4. CITY ATTORNEY-SETTLEMENT OF CASE 11WC20959
 - 5. CITY ATTORNEY-INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BERWYN AND THE BERWYN PARK DISTRICT FOR THE FUNDING OF STORM WATER IMPROVEMENTS AT PROKSA PARK


BERWYN CITY COUNCIL MEETING
OCTOBER 9, 2012

6. CITY ATTORNEY-ORDINANCE AMENDING CHAPTER 888, SECTION 888.06, REGARDING TRANSFERS EXEMPT FROM TAX FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.
7. PUBLIC WORKS DIRECTOR-AUTHORIZATION TO REQUEST SEALED BIDS FOR THE SUPPLY AND INSTALLATION OF 12 INCH WATER VALVES ON CERMAK ROAD
8. PROJECT OPERATIONS MANAGER-2012 HOLIDAY DECORATION RFP

(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-9/26/12 - \$965,940.76
2. BUDGET CHAIR-PAYABLES-10/9/12- \$1,259,496.57
3. COLLECTIONS AND BUSINESS LICENSES ISSUED FOR SEPTEMBER, 2012
4. BUILDING AND LOCAL IMPROVEMENT PERMITS FOR SEPTEMBER, 2012
5. STICKNEY-FOREST VIEW LIONS CLUB-CANDY DAY-SOLICITING - 10-12-12 & 10-13/12
6. NORTH BERWYN PARK DISTRICT-REQUEST STREET & ALLEY WAY CLOSURES SURROUNDING BERWYN GARDENS PARK ON 10/20/12 FOR ANNUAL FALL FESTIVAL
7. BERWYN FIRE FIGHTERS LOCAL 506 CANCER DRIVE

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.




- **Table of Contents**

TABLE OF CONTENTS

ITEM(S)	PAGES
ROLL CALL	
A. Pledge of Allegiance – Moment of Silence	
B. <u>Open Forum</u>	
Topic must NOT be on the Agenda	
C. <u>Presentation of Previous Meeting Minutes for Approval</u>	
1. Minutes City Council –9/25/12	1- 3
2. Minutes Committee of Whole -9/25/12	1- 2
3. Public Hearing -9/25/12	1- 2
D. <u>Bid Opening – Tabulations</u>	
E. <u>Berwyn Development Corp-Berwyn Township/Health District</u>	
1. BDC-TIF Application – Berwyn Park District, Karban Park	1-17
F. <u>Reports and Communications from the Mayor</u>	
G. <u>Reports and Communications from the City Clerk</u>	
H. <u>Communications from (Zoning) Board of Appeals</u>	
1. ZBA-Ordinance Approving a Conditional use for a Group Medical Facility in a Retail Overlay District in the C-2 General Commercial Zoning District at 3200 S. Oak Park Avenue/6801 W. Stanley, Berwyn, Illinois	1-24
I. <u>Reports and Communications from Aldermen, Committees, other Boards and Commissions</u>	
J. <u>Staff Reports</u>	
1. Assistant Fire Chief-Purchase of a Replacement Fire Department Vehicle	1- 1
2. Public Works Director-Authorization to Request Sealed Bids for Dump Body Replacement for M-18	1- 3
3. City Attorney-Settlement of Case # 11WC20958	1- 1
4. City Attorney-Settlement of Case# 11WC20959	1- 1
5. City Attorney-Intergovernmental Agreement between the City of Berwyn & the Berwyn Park District for the Funding of Storm Water Improvements at Proksa Park	1- 6
6. City Attorney-Ordinance amending Chapter 888, Section 888.06 Re: Transfers Exempt from Tax for the City of Berwyn, County of Cook, State of Illinois	1- 6
7. Public Works Dir. Authorization to request sealed bids for the supply and installation Of 12 inch water valves on Cermak Road	1- 1
8. Project Operations Manager-2012 Holiday Decoration RFP	1-21
K. <u>Consent Agenda</u>	
1. Budget Chair-Payroll-9/26/12-\$965,940.76	1- 1
2. Budget Chair-Payables-10/9/12-\$1,259,496.57	1- 7
3. Collections and Licensing for September, 2012	1- 7
4. Building and Local Improvement Permits for September, 2012	1- 8
5. Stickney-Forest View Lions Club-Candy Day-Soliciting-10/12/12 & 10/13/12	1- 1
6. N. Berwyn Park District- Request Street & Alley ways surrounding Berwyn Gardens Park on 10/20/12 for annual Fall Festival	1- 1
7. Berwyn Fire Fighters Local 506 Cancer Drive-10/27/12- 9am to 1pm	1- 1

- 
- 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
September 25, 2012

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajlan, Paul, Skryd, Santoy, Polashek, Avila and Laureto. Note: Minutes being taken by Deputy Clerk Ruth Waslukiewicz.
2. The Pledge of Allegiance was recited and a moment of silence was offered for the men and women patrolling our streets and for our nation's soldiers serving overseas.
3. The Open Forum portion was announced. Alderman Santoy reported on the City of Homes' Block Appeal Contest which runs until 5 p.m., October 8, 2012. Applications are available at City Hall and online at www.cityofhomes.org. Alderman Avila reported a meeting co-sponsored with Alderman Laureto for the 7th and 8th Wards to be held September 27th. Alderman Chapman expressed appreciation to all city departments and volunteers for a very successful Oktoberfest.
4. Minutes of the Berwyn City Council and the Committee of the Whole meetings held September 11, 2012 were submitted. Thereafter, Alderman Chapman made a motion, seconded by Skryd to approve the minutes as submitted. The motion carried by a voice vote.
5. Berwyn Development Corporation Executive Director Anthony Griffin presented a request to release a RFQ seeking design and construction engineering services for the Depot District with a due date of October 17, 2012. Thereafter, a motion by Chapman, seconded by Skryd to approve the release of BDC's RFQ was made and unanimously approved by a roll call vote.
6. Information submitted regarding the celebration of the 44th Houby Day Festival to be held October 5, 6 and 7, 2012. Berwyn Main Street is co-sponsoring the event with the Town of Cicero. A motion by Avila, seconded by Polashek, to approve the terms outlined in the cover letter from Berwyn Main Street dated September 20, 2012 requesting road closures and mutual cooperation between the police departments of Berwyn and Cicero, was made and unanimously approved by a roll call vote. A motion by Avila, seconded by Skryd, to approve the License Agreement between Berwyn Main Street and the City of Berwyn dated September 25, 2012, was made and unanimously approved per a roll call vote. A motion by Avila, seconded by Skryd, to adopt a Resolution dated September 25, 2012 "To Allow Berwyn Main Street to close Cermak Road for the Houby Day Parade," was made and unanimously approved per a roll call vote.
7. Mayor Lovero introduced representatives from School Districts 98, 100 and 201 and read a Proclamation honoring their commitment to the safety and health of children.

BERWYN CITY COUNCIL MINUTES
September 25, 2012

A motion by Skryd, seconded by Boyajian proclaiming October 3, 2012 as International Walk to School Day in Berwyn, was made and unanimously approved by a voice vote. Mayor Lovero presented a copy of the Proclamation to representatives from each district.

8. Mayor Lovero announced his recommendation of Gil Pena to serve on the Fire and Police Commission filling the vacancy created by Roger Montoro's resignation. A motion by Avila, seconded by Polashek to appoint Gil Pena to the Berwyn Fire and Police Commission to complete Roger Montoro's term which expires June 28, 2014 was made and unanimously approved per a roll call vote.
9. Mayor Lovero announced his recommendation of Alicia Ruiz to serve on Zoning Board of Appeals filling the vacancy created by Milton Persin's resignation. A motion by Avila, seconded by Laureto to appoint Alicia Ruiz to the Zoning Board of Appeals to complete Milton Persin's term which expires January 22, 2013 was made and unanimously approved per a roll call vote.
10. Alderman Paul reported on a meeting of the Parking and Traffic Committee held September 10, 2012. A correction on page two changed "hearing-impaired" to "vision-impaired" pedestrians. A motion by Paul, seconded by Boyajian to accept the corrected communication dated September 21, 2012 as informational only, was made and unanimously approved by a voice vote. The next committee meeting is scheduled for November 15, 2012.
11. Police Chief James Ritz introduced Paul Stepanovich, a citizen who assisted police in the apprehension of an offender. Mayor Lovero and Chief Ritz presented an Honorable Mention award commemorating Mr. Stepanovich's bravery and extended the City's gratitude.
12. A Public Works recommendation for awarding the bid to remove two underground storage tanks was received. A motion by Boyajian, seconded by Skryd to approve granting the bid award to Petroleum Technologies Equipment for \$41,750 plus a 20% contingency allowance totaling \$50,100 was made and unanimously approved per a roll call vote.
13. A communication from Library Director Tammy Clausen recommending the replacement of two library positions was received. A motion by Chapman, seconded by Skryd to approve replacements for Library Page and Librarian II for Youth Services, was made and unanimously approved per a roll call vote.
14. The following Consent Agenda items were submitted:

K1	Budget Chair	9/12/12 Payroll	\$ 1,132,485.54
K2	Budget Chair	9/25/12 Payables	\$ 668,309.22
K3	Handicap Sign	2614 Cuyler	Approve

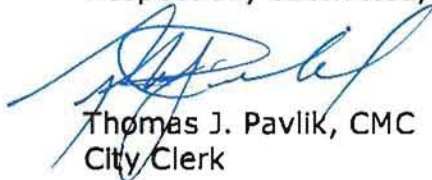
BERWYN CITY COUNCIL MINUTES
September 25, 2012

K4	Handicap Sign	2640 East	Approve
K5	Handicap Sign	1823 Scoville	Deny
K6	Handicap Sign	2125 Home	Approve
K7	Handicap Sign	1309 Oak Park	Approve
K8	Handicap Sign	6843 21 st Street	Deny
K9	Handicap Sign	1823 Grove	Approve
K10	Sidewalk Sale	Christian Life Center	Approve

Thereafter, a motion by Avila, seconded by Chapman to approve the consent agenda items as presented was made and unanimously approved per a roll call vote.

15. There being no further business, a motion by Laureto, seconded by Avila to adjourn the meeting at 8:20 p.m. was made and unanimously approved per a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk

As prepared by
Ruth Waslukiewicz
Deputy City Clerk

**MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
SEPTEMBER 25, 2012**

1. Mayor Lovero called the Committee of the Whole to order at 6:45 p.m. Upon the call of the roll the following responded present: Chapman, Boyajian, Paul, Skryd, Polashek, and Laureto. Absent: Avila. Thereafter, Alderman Santoy made a motion, seconded by Alderman Laureto, to excuse Alderman Avila. The motion carried by a voice vote. Note: Minutes being taken by Deputy Clerk Ruth Wasiukiewicz.
2. Mayor Lovero introduced Pamela Brookstein of Energy Impact Illinois (EI2) who gave a presentation about grant funds available to Chicago and suburban area homeowners for energy-saving home improvements. Ms. Brookstein stated significant energy savings is achieved by air-sealing and insulation. EI2 conducts an energy assessment to determine what steps should be taken and to estimate costs for the improvements. Up to \$1,750 per household may be granted, and low-interest loans are also available for more comprehensive projects. There are no income restrictions. The project is expected to end in May 2013. Ms. Brookstein stated "house-parties" are a great way to spread the word and the \$100 assessment fee is waived for the host. Mayor Lovero requested contact information so aldermen may share news about the program with their constituents.
3. Mayor Lovero introduced Executive Director Anthony Griffin of the Berwyn Development Corporation who presented information regarding a RFQ for the Depot Streetscape project. Mr. Griffin advised applications for several grants have been made including a Department of Transportation TIGER grant to which positive feedback was received. Mr. Griffin stated that when grant funds become available, it is important to be shovel-ready. Consequently, he recommends releasing the RFQ for design and engineering services while simultaneously pursuing grant funds. Mr. Griffin noted existing Depot District TIF funds could nearly cover the entire project in the event a grant is not obtained. Alderman Boyajian asked about improvements to railroad crossings and Mr. Griffin said such issues will be addressed by the design engineer. Alderman Polashek asked about a timeline and Mr. Griffin responded that an aggressive target date to break ground would be next summer. Mayor Lovero pointed out that funding may dictate the schedule.
4. There being no further business for the open meeting of the Committee of the Whole, the Mayor asked for a motion to enter a closed session for pending litigation. Thereafter, Chapman made a motion, seconded by Santoy to enter into a closed session at 7:12 p.m. The motion carried by a voice vote.

COMMITTEE OF THE WHOLE
September 11, 2012

5. A motion was made in closed session to re-open the meeting of the Committee of the Whole by Boyajian, seconded by Skryd, at 7:17 p.m. The motion carried by a voice vote.
6. A motion was made by Santoy, seconded by Polashek to adjourn the meeting of the Committee of the Whole at 7:17 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk

As prepared by
Ruth Wasiukiewicz
Deputy City Clerk

A public hearing held September 25, 2012 in Council Chambers at City Hall, 6700 26th Street, Berwyn, IL was called to order at 6 p.m. by Mayor Lovero. The purpose of the hearing was to recommend adoption of the Comprehensive Plan to City Council. Mayor Lovero noted the hearing was duly published in the Lawndale News and posted at City Hall.

Present were: Mayor Lovero and Aldermen Chapman, Paul and Laureto, Treasurer Joseph Kroc, Urban Planner Kurtis Pozsgay, and Sam Shenbaga from the Chicago Metropolitan Agency for Planning and members of the public.

Mr. Pozsgay stated a final draft of the Comprehensive Plan (the Plan,) is complete. It was noted the Plan should be regarded as a guide for future development and is the result of input from numerous community organizations. Economic factors, housing needs, natural resources, transportation, zoning regulations and existing land studies were among the many key elements considered in the development the Plan.

Mr. Shenbaga gave a presentation outlining various phases followed in creating the plan which included evaluating the needs of the city with consideration for existing initiatives, identifying a vision of future goals and objectives, and a process to create and implement the Plan. Mr. Shenbaga detailed the means by which the Plan was developed which included public meetings, workshops, open houses and the guidance of a steering committee. Objectives included revitalization, preservation and overall community health.

Alderman Paul asked for an explanation of the term "nodes" to which Mr. Shenbaga responded: nodes are areas highlighted for specific goals and may be key intersections, mixed use zones or high density areas.

Discussion regarding community hubs and whether retail businesses and foot-traffic would be at odds with medical-types of businesses that usually close at 5 p.m. It was explained that medical offices would occupy upper-level floors and street-level space would be occupied by retail establishments. Mayor Lovero emphasized careful attention was given to the matter to ensure pedestrian traffic would not be discouraged.

Discussion as to why the Depot District received more focus than areas like Cermak or 26th Street to which the Mayor responded the primary reason was transportation factors.

Alderman Polashek stated the importance of parking availability.

Citizen Edward Karasek mentioned his long-time advocacy for thoughtful planning and development for the city and stated he would support more development on Roosevelt Road and the north end of Berwyn. He reminded all that long-term thinking would have to include such possibilities as gas/electric stations for vehicles. Mayor Lovero thanked Mr. Karasek for his

Mayor
ROBERT J. LOVERO

CITY OF BERWYN
CITY COUNCIL PUBLIC HEARING
SEPTEMBER 25, 2012

City Clerk
THOMAS J. PAVLIK

many contributions on this and other issues over the years and added that transportation and parking are very much important considerations.

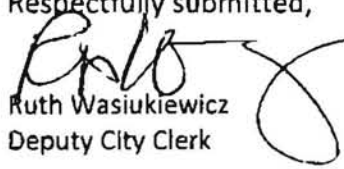
In closing, Mr. Shenbaga explained that once adopted the city zoning map will need to be reviewed. Mayor Lovero stated the Zoning Board may be restructured to serve more as a combined zoning and planning body.

The Plan may be viewed at www.cmap.illinois.gov/berwyn.

Aldermen Boyajian, Polashek, Santoy and Skryd arrived after the start of the meeting.

Mayor Lovero, hearing no further requests for comment, thanked the presenters and concluded the meeting at 6:44 p.m.

Respectfully submitted,


Ruth Wasiukiewicz
Deputy City Clerk



D. Bid Openings Tabulations



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

AMENDED E-1

October 9, 2012

**Mayor Robert J Lovero
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402**

Re: Amended TIF application letter – Berwyn Park District, Karban Park

Dear Mayor and City Council,

The Berwyn Development Corporation's (BDC) Board of Directors recommend approval of the below specified TIF monies regarding Berwyn Park District's project costs.

TIF assistance will be applied to creation of a dog park at the 9,800 sq. ft. green space. Berwyn Park District is creating a dog park at Karban Park. This was a project asked for by residents by petition. Total costs for the project are estimated at \$48,865.72. Only costs occurred and associated with the TIF district are under consideration. These costs include: water to site, directional boring, connecting fountain to water, lighting, electric pole, bringing electric to site, and a water meter. Berwyn Park District will cover remaining costs including fencing and a water fountain.

The BDC submitted a letter which incorrectly stated the BDC Board approved amount. Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$ \$19,975.72. The previously submitted letter stated a total cost of \$15,865.72, but did not include costs from Berwyn Western of \$4,110 to connect water services.

With the consent of City Council, Berwyn Park District can commence work on their project and contribute to the revitalization efforts taking place on Ogden Avenue.

Respectfully submitted for your consideration,

Anthony Griffin



E-1

October 9, 2012

**Mayor Robert J Lovero
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402**

Re: TIF application – Berwyn Park District, Karban Park

Dear Mayor and City Council,

The Berwyn Development Corporation's (BDC) Board of Directors recommend approval of the below specified TIF monies regarding Berwyn Park District's project costs.

TIF assistance will be applied to creation of a dog park at the 9,800 sq. ft. green space. Berwyn Park District is creating a dog park at Karban Park. This was a project asked for by residents by petition. Total costs for the project are estimated at \$48,865.72. Only costs occurred and associated with the TIF district are under consideration. These costs include: water to site, directional boring, connecting fountain to water, lighting, electric pole, bringing electric to site, and a water meter. Berwyn Park District will cover remaining costs including fencing and a water fountain.

Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$15,865.72.

With the consent of City Council, Berwyn Park District can commence work on their project and contribute to the revitalization efforts taking place on Ogden Avenue.

Respectfully submitted for your consideration,


Kurtis Pozsgay



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



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



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

H-1

CITY OF BERWYN

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONDITIONAL USE FOR A GROUP MEDICAL FACILITY IN A RETAIL OVERLAY DISTRICT IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT AT 3200 S. OAK PARK AVENUE/6801 W. STANLEY, BERWYN, ILLINOIS.

WHEREAS, a request seeking a conditional use to operate a group medical facility in a retail overlay district at 3200 S. Oak Park Avenue/6801 Stanley, Berwyn, Illinois, (the "Subject Property"), in the C-2 General Commercial Zoning District, was filed by Chicagoland Retinal Consultants, LLC (the "Applicant") with the City of Berwyn; and

WHEREAS, in certain circumstances within a retail overlay district, group medical facilities require a conditional use in the C-2 General Commercial Zoning District pursuant to Zoning Code of the City of Berwyn ("Zoning Code"); and

WHEREAS, the Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the application has been referred to the Zoning Board of Appeals of the City ("Board of Appeals") and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on September 18, 2012, the Board of Appeals held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Board of Appeals recommended approval of the Application by a vote of 6 in favor, 0 against and 0 absent, all as set forth in the Findings and Recommendation of the Board of Appeals in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, the City Council of the City have duly considered the Findings and Recommendation of the Board of Appeals, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards set forth in Section 1268.05 of the Zoning Code relating to conditional uses.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Berwyn, Cook County and State of Illinois, as follows:

Section 1: Incorporation. The foregoing recitals are incorporated into this Section 1 by reference as findings of the City Council.

Section 2: Approval of Conditional Use for a Group Medical Facility. The City Council, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves a conditional use permit for a group medical facility to locate within a retail overlay district in the C-2 General Commercial Zoning District on the Subject Property located at 3200 S. Oak Park Avenue/6801 Stanley, Berwyn, Illinois, legally described in **Exhibit A.**

Section 3: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the City shall be grounds for the immediate rescission by the City Council of the approvals made in this Ordinance.

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2012.

Robert J. Lovero, Mayor

ATTEST:

Thomas J. Pavlik, City Clerk

Published by me in pamphlet form this ____ day of _____, 2012.

Thomas J. Pavlik, City Clerk

EXHIBIT A

THAT PART OF LOTS 27 THROUGH 33 AND THE VACATED ALLEY LYING NORTHWESTERLY AND ADJACENT THERETO LYING ABOVE A HORIZONTAL PLANE BEING +29.00 FEET CCD AND LYING BELOW A HORIZONTAL PLANE BEING +41.00 FEET CCD, (EXCEPT THAT PART OF LOT 33 LYING WITHIN THE FOLLOWING DESCRIBED AREA: BEGINNING AT THE SOUTHWEST CORNER OF LOT 36; THENCE NORTH ALONG THE WEST LINE, 69.95 FEET; THENCE NORTH 74° 34'50" EAST, 75.58 FEET TO THE NORTHEAST CORNER OF A CONCRETE COLUMN; THENCE SOUTH 15°18'52" EAST, 67.39 FEET TO THE SOUTHEAST CORNER OF A CONCRETE COLUMN; THENCE WESTERLY ALONG THE SOUTHERLY LINE 93.97 FEET TO THE POINT OF BEGINNING) IN BLOCK 3 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PINS: 16-31-115-012 and 16-31-115-013 (part of)

COMMONLY KNOWN AS: 3200 S. OAK PARK AVENUE/6801 STANLEY, BERWYN, ILLINOIS (One of two commercial spaces facing Stanley and west of the commercial space at the corner of Oak Park and Stanley)

EXHIBIT B

**FINDINGS OF FACT
(ATTACHED)**

**FINDINGS OF FACT AND RECOMMENDATION OF THE
CITY OF BERWYN ZONING BOARD OF APPEALS TO
THE MAYOR AND CITY COUNCIL**

September 18, 2012

APPLICATION: For a Conditional Use to Allow for a Group Medical Facility in a Retail Overlay District at 3200 S. Oak Park Avenue/6801 W. Stanley, Berwyn, Illinois.

PETITIONER: Chicagoland Retinal Consultants, LLC
Medical Professional Building
7808 W. College Drive, Suite 3 SW
Palos Park, Illinois 60463

PROPERTY OWNER: Lakeside Bank, SPE, LLC

PROPERTY: 3200 S. Oak Park Avenue/6801 W. Stanley, Berwyn, Illinois (the "Property")

SUMMARY OF REQUEST AND RECOMMENDATION: The City of Berwyn has received a request from Petitioner Chicagoland Retinal Consultants, LLC ("Petitioner") for a conditional use to operate a group medical center on the first floor of a mixed use building in a retail overlay district within the C-2 General Commercial Zoning District at 3200 S. Oak Park Avenue/6801 W. Stanley. The Property is located in a retail overlay district within the C-2 General Commercial Zoning District, where a medical office is a regulated use that, under the circumstances present here, requires a conditional use in order to locate at the Property, pursuant to Section 1258.14 of the Zoning Code of the City of Berwyn ("Zoning Code").

Following a public hearing held on September 18, 2012, the Zoning Board of Appeals of the City of Berwyn ("ZBA") recommended approval of the requested conditional use on a vote of 6-0.

BACKGROUND: The Property, which was built in 2007, is a multi-story mixed-use facility. The commercial spaces on the first floor, with the exception of a bank, have remained vacant since the building was completed.

PUBLIC HEARING: At the public hearing held on September 18, 2012, representatives of Petitioner, in response to questioning from ZBA members, described their desire to relocate their existing office in Berwyn to the Property in order to accommodate their growing practice. They described why they picked the site (location, size of space), their ownership interest (letter of intent regarding execution of a 10-year lease which will be executed upon zoning approval), and their preference for the western-most retail space (closest to the bank). In response to questioning, the representatives of Petitioner

further discussed the nature of their practice (serious retinal problems), number of doctors in the practice (three, about to become four). Their practice has doubled in recent years, and they expect it to double again in the next five years. Each patient visit brings about 2.5 people to the office, as most patients are accompanied by friends or family members, who are interested in nearby restaurants, coffee shops and retail locations while they wait.

Representatives of Petitioner further stated that the area of the Property would benefit by their occupying space in a long-vacant building. The Property is visible to persons driving by and by train passengers on the adjacent commuter line.

Eighty percent (80%) of surgeries performed by the Petitioner's doctors will be done in the procedures room on the Property, with the remainder (more serious surgeries) performed at nearby MacNeal Hospital.

Petitioner's office will generally be closed after 5:00 p.m. Petitioner has secured eight (8) parking spaces at the surface lot on the Property that will be dedicated exclusively for use by Petitioner's patients during the day. It is anticipated that employees will park off-site in the new multi-story parking garage on Grove.

Petitioner's build-out of the Property is expected to cost \$500,000 to \$600,000. Petitioner will spend an additional \$800,000 to \$1,000,000 on equipment for the site. Petitioner employs twenty-eight people throughout its practice, fourteen or fifteen of whom are from Berwyn or the surrounding communities.

The various ZBA members asked a number of additional questions of Petitioner's representatives, including questions regarding parking, sound-proofing, number of patients per day, number of employees per shift, signage, Saturday hours, number of patients anticipated to be seen at the Subject Property per year, and about the number of exam rooms and patient flow. A member of the audience asked how many parking spaces currently exist in the surface lot.

Exhibits marked during the course of the Public Hearing included: 1) the Petitioner's letter of August 20, 2012 to the Executive Secretary of the Board of Appeals acknowledging receipt of a zoning denial letter and requesting a hearing before the ZBA; 2) architectural plans and related plans and notes regarding Petitioner's proposed office on the Subject Property; and 3) a letter dated July 20, 2012 to Petitioner from the property owner relative to proposed lease terms. The exhibits were marked as Exhibits 1, 2 and 3, respectively, and are attached hereto as **Exhibits 1, 2 and 3** and made a part hereof.

The Executive Secretary noted for the record that notice of the public hearing had been published on August 30, 2012, in accordance with the Zoning Code.

There being no further questions or members of the public wishing to speak on the application, the Public Hearing was closed.

The Area Investigator appointed in this matter was ZBA member Robert Fejt. Mr. Fejt discussed his investigation and recommended approval of the requested conditional use. The other members of the ZBA each then in turn expressed their support for recommending approval of the conditional use.

The ZBA unanimously recommended that the City Council approve the conditional use requested by Petitioner, 6-0.

FINDINGS: The ZBA makes the following Findings as to the proposed Conditional Use:

- (A) The proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community. The service is an important one to the community and will contribute to the general welfare of the neighborhood by filling a long-vacant space and bringing people into the area who may patronize other nearby businesses.
- (B) The proposed use and development will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. To the contrary, the use should benefit the general community and property values in the vicinity by providing a needed service, filling a long-vacant space and bringing people into the area who may patronize other nearby businesses.
- (C) The proposed use and development will be in harmony with the general and specific purposes for which the Zoning Code was enacted, and for which the regulations of the district in question were established, and with the general purpose and intent of the Official Comprehensive Plan.
- (D) The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations. The use will occupy only one of the three vacant commercial spaces at the Subject Property, and its presence may motivate other businesses to occupy the Subject Property.
- (E) The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries and schools, or the applicant will provide adequately for the services. The public facilities and services necessary to serve the Petitioner are already in place.
- (F) The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Patients will be spaced throughout the day, minimizing any risk that the use will cause traffic congestion.

- (G) The proposed use and development will be served by parking areas that are of adequate size, properly located and suitably screened from adjoining residential uses. The entrance and exit driveways to and from these parking areas shall be designed to prevent traffic hazards, eliminate nuisances and minimize traffic congestion in the public streets. The use will have eight (8) dedicated spaces for patient parking on the existing surface lot at the Subject Property. Staff will use remote public parking areas in order to ensure adequate parking near the use.
- (H) The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance. The proposed use will be in an existing vacant building and commercial space.
- (I) The proposed use and development will comply with the regulations and conditions specified in the Zoning Code for the use, and with the stipulations and conditions made a part of the authorization granted by Council.

RECOMMENDATIONS: Based upon the foregoing Findings, the ZBA, by a vote of 6-0, recommends to the Mayor and City Council that the conditional use requested by Petitioner Chicagoland Retinal Consultants for operation of a group medical facility in either of the commercial spaces facing onto Stanley Avenue on the Subject Property at 3200 S. Oak Park Avenue/6801 Stanley Avenue, Berwyn, Illinois, in the retail overlay district within the C-2 General Commercial Zoning District, be approved.

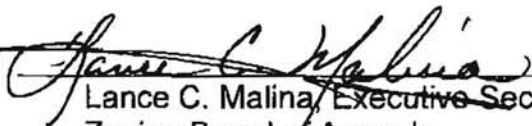
Signed: 
Lance C. Malina, Executive Secretary
Zoning Board of Appeals
City of Berwyn

EXHIBIT 1

AUGUST 20, 2012 LETTER

REQUESTING HEARING BEFORE ZONING BOARD OF APPEALS



CHICAGOLAND RETINAL CONSULTANTS LLC

866 738 3621 FAX: 708 442 2339
www.chicagolandretinal.com

Ahmed Abdelsalam, M.D., FACS.
Wendewessen Amde, M.D.
Robert Pearlman, M.D.

Millennium Park/Loop Office
Kemper Building
1 E Wacker Drive
Suite 3150
Chicago, Illinois, 60601
312-527-1880

MacNeal Office
MacNeal Professional Building
3722 S Harlem Avenue
Suite LL 10
Riverside, Illinois, 60546
708-442-0797

Swedish Covenant Office
Swedish Covenant Professional Building
8374 N Lincoln Avenue
Suite 205
Chicago, Illinois, 60659
773-539-2437

Palos Office
Medical Professional Building
7808 W. College Dr.
Suite 3 SW
Palos Heights, Illinois, 60463
708-671-1009

August 20, 2012

Lance C. Malina
Klein, Thorpe, and Jenkins Ltd.
20 N. Wacker Drive
Suite 1660
Chicago, IL 60606

Dear Mr. Malina,

This letter is to inform you that Chicagoland Retinal Consultants (CRC) has received your denial letter. We would like to appeal your decision and request an opportunity to appear before the Zoning Board as soon as possible.

CRC would like to build a medical office to accommodate the relocation of our current office that has flooded several times in the MacNeal Professional Building, to Century Station at 3200 South Oak Park in Berwyn. Our practice must stay in the community in order to continue providing superior and specialized eye care to the residents of Berwyn.

We serve approximately 7,000 Medicare patients in which most are elderly and in need of transportation, in addition to a close provider for their care. If we are no longer in the vicinity, these patients will have to go to Oak Park, Oak Lawn, or an office much farther. We also provide specialized retina services to around 1,500 patients with Medicaid who will be left stranded with almost no other viable alternatives if we are forced to leave the area.

In addition, there is no other space available in Berwyn that is large enough to accommodate the amount of square feet we require or has the specifications needed for our medical purposes.

We have been solid and good citizens of the community for the last ten years and we look forward to continuing to do the same, as well as doing what we can to help the city develop and prosper in the many years to come.

Thank you in advance for your time and consideration.

Best regards,

Kelly Kuras
Assistant Practice Manager
Chicagoland Retinal Consultants, LLC

Exh. 1

EXHIBIT 2

ARCHITECTURAL PLANS AND RELATED NOTES

GENERAL NOTES

- 1) INCLUDE REMOVAL FROM SITE ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATION.
- 2) ALL WORK SHALL BE DONE TO COMPLY WITH ALL APPLICABLE GOVERNMENTAL BUILDING CODES AND REQUIREMENTS OF THE LATEST EDITION OF THE ILLINOIS ACCESSIBILITY STANDARDS.
- 3) CONTRACTOR / SUBCONTRACTOR / BIDDER SHALL VISIT SITE W/ OWNER TO FAMILIARIZE HIMSELF W/ EXISTING CONDITIONS PRIOR TO BIDDING.
- 4) FINISHES SHALL BE AS FOLLOWS:
 VINYL BASE THROUGHOUT U.O.N. SEE FINISH SCHEDULE.
 WOOD BASE PROVIDE W/ WOOD FLOORING. SEE FINISH SCHEDULE.
 OPERATIONS SEE WALL DETAILS ON SHEET SWD2, WALL TAGS ON SWD3.
 PAINTING PROVIDE PRIME TO PAINT THE ENTIRE OFFICE. FIELD PAINT P-1 ON ALL WALLS EXCEPT AS NOTED BELOW.
 PROVIDE PRIME TO PAINT ONE ACCENT WALL (P-2) IN EACH EXAM ROOM, OFFICE, BREAK ROOM AND RECEPTION/WAITING.
 FRAMES TO BE PAINTED P-1 SEMI-GLOSS. REFER TO FINISH SCHEDULE.
 PROVIDE ONE BASE COAT AND ONE FINISH COAT ON ALL PARTITIONS (BOTH SIDES).
 COUNTER/ISLAND/WORK - RECEPTION 101 AND WAITING 100 PROVIDE 110,000 ALLOWANCE FOR RECEPTION DESK AND \$2,500 FOR AQUARIUM ENCLOSURE.
 COUNTER/ISLAND/WORK - BREAK ROOM 108 2" PLASTIC LAMINATE COUNTER W/ 4" BACK SPLASH & SIDE SPLASH, BASE CABINETS, & 11" OVERHEAD CABINETS. WILSONART OR EQUAL.
 ISLAND/WORK/SHELVING - STORAGE 116 & 118 PLASTIC LAMINATE SHELVES ON HEAVY DUTY STANDARDS AND BRACKETS.
 ISLAND/WORK/SHELVING - COAT CLOSET 123 PLASTIC LAMINATE MAT SHELF AND COAT ROD.
 CARPET PROVIDE CARPET IN ALL CORRIDORS AND OFFICE AREAS UNLESS NOTED OTHERWISE NOTED. REFER TO FINISH SCHEDULE.
 VINYL COMPOSITION TILE REFER TO FINISH SCHEDULE.
 PORCELAIN TILE PROVIDE AT STAFF TOILET 109 & PATIENT TOILET 110.
 PROVIDE 1 7/8" 18" PORCELAIN FLOOR TILE, WALL TILE @ WET WALL TO 4" AFF, AND MATCHING 4" BASE AT OTHER 3 WALLS.
 MANUFACTURER AND COLOR TBD - PROVIDE \$6.00/SF MATERIAL ONLY ALLOWANCE. (MATERIAL ALLOWANCE DOES NOT COVER FLIGHT, ADMISSE, SUB MARK UP, OR TAX).
 DROOD FLOORING REFER TO FINISH SCHEDULE.
 ACOUSTICAL CEILING PROVIDE NEW SUSPENDED CEILING TILE & GRID THROUGHOUT UNLESS OTHERWISE NOTED. REFER TO FINISH SCHEDULE.
 5) CONTRACTOR SHALL PRICE ALL MATERIALS, LABOR, & SERVICES AS NECESSARY FOR A COMPLETE AND OPERATING LIGHTING & ELECTRICAL SYSTEM. CONTRACTOR WILL VERIFY THE ADEQUACY OF ALL EXISTING ELECTRICAL FEEDS. ALL WORK IS TO COMPLY WITH THE NATIONAL ELECTRICAL CODE AND ALL OTHER APPLICABLE CODES. CONTRACTOR SHALL REMOVE AND TERMINATE ALL EXISTING ELECTRICAL, TELEPHONE & COMMUNICATIONS DEVICES NOT CURRENTLY IN USE.
 6) LOCATION OF CONTROLS, DISPENSER AND RECEPTACLES SHALL FOLLOW THE REQUIREMENTS OF THE ILLINOIS ACCESSIBILITY STANDARDS. PROVIDE PRICE TO RELOCATE ANY DEVICES THAT DO NOT COMPLY WITH CURRENT REQUIREMENTS.
 7) ELECTRICAL, DATA AND PHONE PROVIDE ELECTRICAL, VOICE AND DATA DISTRIBUTION AS INDICATED ON POWER PLAN UNLESS OTHERWISE NOTED.
 PROVIDE TYPICAL ELECTRICAL, VOICE AND DATA DISTRIBUTION FOR PRIVATE OFFICES, EXAM ROOMS AS SHOWN ON ELECTRICAL PLAN.
 8) LIGHTING PROVIDE FOCAL POINT LUMA 2x2 and 2x4 RECESSED FLUORESCENT FEATURE WITH STEEL PERFORATED BASKET AND 7-YR 32W LAMPS, THROUGHOUT, U.O.N.

- 4"0 RECESSED COMPACT FLUORESCENT DOWNLIGHT FEATURE AT RECEPTION 101.
- 2x4 & 2x4 RECESSED FLUORESCENT FEATURE W/ ACRYLIC LENS & W/ 7-YR 32W LAMPS W/ SENSOR/TELO 107 AND STORAGE 118.
- 9) LIGHT SWITCHES PROVIDE PRICING TO INSTALL OCCUPANCY SENSOR SWITCHES W/ MANUAL OVERRIDE & W/WHITE PLATE COVERS IN ALL ROOMS.
- 10) GENERAL PURPOSE RECEPTACLES 20A 120V DUPLEX ELECTRICAL WALL-MOUNTED OUTLETS WITH WHITE PLATES AND W/ CONDUIT AND WIREL. U.O.N.
- 11) DIRT SIGNS EDGE LIGHT FLUORESCENT TYPE HUNG FROM CEILING OR MOUNTED ON WALL OVER DOOR. REMOVE SALVAGED SIGNS WHERE POSSIBLE.
- 12) EMERGENCY LIGHTING PROVIDE EMERGENCY LIGHTING, BATTERY POWERED BACK-UP LIGHTING, LIFE SAFETY SPEAKERS, AND SMOKEALERS PER LOCAL CODE.
- 13) LIFE SAFETY PROVIDE (2) 5 LB. ABC FIRE EXTINGUISHERS.
- 14) HANDWARE DOOR HANDWARE TO BE SCHLAGE D SERIES LEVER HANDLES. LOCK SETS AT OFFICES, SERVER ROOM AND STORAGE ROOMS. LATCH SETS AT EXAM AND PROCEDURE ROOMS.
- 15) DOORS & FRAMES PROVIDE & INSTALL NEW 36"x72" SOLID CORE FLUSH PANEL QUARTER SLICED RED OAK VENEER DOORS WITH FACTORY PRE-FINISHED HANDICAPPED STAIR.
- 16) CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR & SERVICES AS NECESSARY FOR A COMPLETE & OPERATING HEATING, VENTILATING & AIR-CONDITIONING SYSTEM IN COMPLIANCE WITH ALL APPLICABLE CODES. CONTRACTOR SHALL VISIT THE SITE TO DETERMINE EXACT LOCATIONS & ELEVATIONS OF EXISTING ROOFS, DUCTWORK, PIPING, ETC. & SHALL BE RESPONSIBLE FOR REMOVAL AND/OR RENOVATION OF EXISTING ITEMS AS NECESSARY TO ACCOMMODATE NEW LAYOUT.
- 17) MECHANICAL CONTRACTOR TO PROVIDE NEW, LOW PROFILE DIFFUSERS & DIGITAL THERMOSTATS AS REQUIRED FOR NEW LAYOUT.
- 18) PROVIDE PRICE FOR NATURAL STONE COUNTERS W/ UNDERMOUNT SINKS & CHICAGO ELECTRONIC FAUCETS AT TOILET ROOMS.
- 19) PROVIDE PRICING FOR BRADLEY TOILET ACCESSORIES - OR EQUAL - GRAB BARS, SOAP DISPENSERS, TOILET PAPER DISPENSERS, & PAPER TOWEL DISPENSERS.
- 20) PROVIDE PRICE FOR BLACK OUT SHADES AT PROCEDURE & IMAGING ROOMS.
- 21) PROVIDE \$1,500 ALLOWANCE FOR INTERIOR SIGNAGE.
- 22) PLUMBING PROVIDE PRICING FOR LOW FLOW FLOOR-MOUNT WATER CLOSET WITH SENSOR ACTIVATED FLUSH VALVE @ 109 & 110.
 PROVIDE NEW 10 GALLON 2.5HP WATER HEATER @ BREAK ROOM 108.
 PROVIDE NEW MOP SINK @ JANITOR 111.
 PROVIDE NEW FLOOR DRAINS @ 109, 110, 100 AT AQUARIUM, & 108.
 PROVIDE NEW LAYIN SINGLE BOWL ADA COMPLIANT SINK AND FAUCET @ BREAK ROOM 108.
 23) EXISTING SPRINKLER PIPING AS REQUIRED THROUGHOUT FOR INSTALLATION OF NEW CONCEALED SPRINKLER HEADS IN EACH ROOM FOR FULLY FUNCTIONING CODE-COMPLIANT SPRINKLER SYSTEM.
 24) PROVIDE EXHAUST FANS AT SERVER 107 AND TOILET ROOMS 109 & 110.

FINISH SCHEDULE

NO	MATERIAL	MANU. / MANUF. SPEC.	REMARKS/LOCATION
P-1	GENERAL PAINT	BENJAMIN MOORE COLOR: CLOUD NINE DC-119 FINISH: EGGSHELL LAYER	THROUGHOUT PROJECT AREA.
P-2	ACCENT PAINT	BENJAMIN MOORE CLASSIC COLORS COLOR: KINGSPOUT GRAY HC-86 FINISH: EGGSHELL LAYER	@ DOOR FRAMES.
P-3	ACCENT PAINT	BENJAMIN MOORE COLOR: CLOUD NINE DC-119 FINISH: SEMI-GLOSS LAYER	
C-1	CARPET (BRAD LOOM)	CAMBRIDGE COMMERCIAL CARPETS STYLE: BANGORLEX COLOR: 07	FIELD CARPET THROUGHOUT, EXCEPT WHERE NOTED.
C-2	ACCENT CARPET (BRAD LOOM)	PARADES PMA COMMERCIAL STYLE: CAPITAL III BL. 54280 COLOR: MAJORITY #2001	1" CARPET BORDER AT CORRIDOR 112 & WAITING 100.
VCT-1	VINYL COMPOSITION TILE	ARMSTRONG COLOR: ESPGO CARNIVAL WHITE	PROVIDE VCT IN BREAK ROOM 108, SERVER ROOM 107, EXAM ROOMS 115, 117, 120 AND 123, SCREENING 113 AND 114, PROCEDURE 121 AND IMAGING 119 AND STORAGE 118. CENTER TILES IN EACH ROOM.
W-1	WOOD FLOORING	TO MARKET PRESERVE RAMBOD FLOORING SOLUTIONS/VERTICAL/AGENCY TM #B 7002-72 WITH HIGH GLOSS FINISH	DOCTORS' OFFICE 109, WAITING 100, STORAGE 118, STORAGE 119, STORAGE 120, STORAGE 121, STORAGE 122, STORAGE 123, STORAGE 124, STORAGE 125, STORAGE 126, STORAGE 127, STORAGE 128, STORAGE 129, STORAGE 130, STORAGE 131, STORAGE 132, STORAGE 133, STORAGE 134, STORAGE 135, STORAGE 136, STORAGE 137, STORAGE 138, STORAGE 139, STORAGE 140, STORAGE 141, STORAGE 142, STORAGE 143, STORAGE 144, STORAGE 145, STORAGE 146, STORAGE 147, STORAGE 148, STORAGE 149, STORAGE 150, STORAGE 151, STORAGE 152, STORAGE 153, STORAGE 154, STORAGE 155, STORAGE 156, STORAGE 157, STORAGE 158, STORAGE 159, STORAGE 160, STORAGE 161, STORAGE 162, STORAGE 163, STORAGE 164, STORAGE 165, STORAGE 166, STORAGE 167, STORAGE 168, STORAGE 169, STORAGE 170, STORAGE 171, STORAGE 172, STORAGE 173, STORAGE 174, STORAGE 175, STORAGE 176, STORAGE 177, STORAGE 178, STORAGE 179, STORAGE 180, STORAGE 181, STORAGE 182, STORAGE 183, STORAGE 184, STORAGE 185, STORAGE 186, STORAGE 187, STORAGE 188, STORAGE 189, STORAGE 190, STORAGE 191, STORAGE 192, STORAGE 193, STORAGE 194, STORAGE 195, STORAGE 196, STORAGE 197, STORAGE 198, STORAGE 199, STORAGE 200, STORAGE 201, STORAGE 202, STORAGE 203, STORAGE 204, STORAGE 205, STORAGE 206, STORAGE 207, STORAGE 208, STORAGE 209, STORAGE 210, STORAGE 211, STORAGE 212, STORAGE 213, STORAGE 214, STORAGE 215, STORAGE 216, STORAGE 217, STORAGE 218, STORAGE 219, STORAGE 220, STORAGE 221, STORAGE 222, STORAGE 223, STORAGE 224, STORAGE 225, STORAGE 226, STORAGE 227, STORAGE 228, STORAGE 229, STORAGE 230, STORAGE 231, STORAGE 232, STORAGE 233, STORAGE 234, STORAGE 235, STORAGE 236, STORAGE 237, STORAGE 238, STORAGE 239, STORAGE 240, STORAGE 241, STORAGE 242, STORAGE 243, STORAGE 244, STORAGE 245, STORAGE 246, STORAGE 247, STORAGE 248, STORAGE 249, STORAGE 250, STORAGE 251, STORAGE 252, STORAGE 253, STORAGE 254, STORAGE 255, STORAGE 256, STORAGE 257, STORAGE 258, STORAGE 259, STORAGE 260, STORAGE 261, STORAGE 262, STORAGE 263, STORAGE 264, STORAGE 265, STORAGE 266, STORAGE 267, STORAGE 268, STORAGE 269, STORAGE 270, STORAGE 271, STORAGE 272, STORAGE 273, STORAGE 274, STORAGE 275, STORAGE 276, STORAGE 277, STORAGE 278, STORAGE 279, STORAGE 280, STORAGE 281, STORAGE 282, STORAGE 283, STORAGE 284, STORAGE 285, STORAGE 286, STORAGE 287, STORAGE 288, STORAGE 289, STORAGE 290, STORAGE 291, STORAGE 292, STORAGE 293, STORAGE 294, STORAGE 295, STORAGE 296, STORAGE 297, STORAGE 298, STORAGE 299, STORAGE 300, STORAGE 301, STORAGE 302, STORAGE 303, STORAGE 304, STORAGE 305, STORAGE 306, STORAGE 307, STORAGE 308, STORAGE 309, STORAGE 310, STORAGE 311, STORAGE 312, STORAGE 313, STORAGE 314, STORAGE 315, STORAGE 316, STORAGE 317, STORAGE 318, STORAGE 319, STORAGE 320, STORAGE 321, STORAGE 322, STORAGE 323, STORAGE 324, STORAGE 325, STORAGE 326, STORAGE 327, STORAGE 328, STORAGE 329, STORAGE 330, STORAGE 331, STORAGE 332, STORAGE 333, STORAGE 334, STORAGE 335, STORAGE 336, STORAGE 337, STORAGE 338, STORAGE 339, STORAGE 340, STORAGE 341, STORAGE 342, STORAGE 343, STORAGE 344, STORAGE 345, STORAGE 346, STORAGE 347, STORAGE 348, STORAGE 349, STORAGE 350, STORAGE 351, STORAGE 352, STORAGE 353, STORAGE 354, STORAGE 355, STORAGE 356, STORAGE 357, STORAGE 358, STORAGE 359, STORAGE 360, STORAGE 361, STORAGE 362, STORAGE 363, STORAGE 364, STORAGE 365, STORAGE 366, STORAGE 367, STORAGE 368, STORAGE 369, STORAGE 370, STORAGE 371, STORAGE 372, STORAGE 373, STORAGE 374, STORAGE 375, STORAGE 376, STORAGE 377, STORAGE 378, STORAGE 379, STORAGE 380, STORAGE 381, STORAGE 382, STORAGE 383, STORAGE 384, STORAGE 385, STORAGE 386, STORAGE 387, STORAGE 388, STORAGE 389, STORAGE 390, STORAGE 391, STORAGE 392, STORAGE 393, STORAGE 394, STORAGE 395, STORAGE 396, STORAGE 397, STORAGE 398, STORAGE 399, STORAGE 400, STORAGE 401, STORAGE 402, STORAGE 403, STORAGE 404, STORAGE 405, STORAGE 406, STORAGE 407, STORAGE 408, STORAGE 409, STORAGE 410, STORAGE 411, STORAGE 412, STORAGE 413, STORAGE 414, STORAGE 415, STORAGE 416, STORAGE 417, STORAGE 418, STORAGE 419, STORAGE 420, STORAGE 421, STORAGE 422, STORAGE 423, STORAGE 424, STORAGE 425, STORAGE 426, STORAGE 427, STORAGE 428, STORAGE 429, STORAGE 430, STORAGE 431, STORAGE 432, STORAGE 433, STORAGE 434, STORAGE 435, STORAGE 436, STORAGE 437, STORAGE 438, STORAGE 439, STORAGE 440, STORAGE 441, STORAGE 442, STORAGE 443, STORAGE 444, STORAGE 445, STORAGE 446, STORAGE 447, STORAGE 448, STORAGE 449, STORAGE 450, STORAGE 451, STORAGE 452, STORAGE 453, STORAGE 454, STORAGE 455, STORAGE 456, STORAGE 457, STORAGE 458, STORAGE 459, STORAGE 460, STORAGE 461, STORAGE 462, STORAGE 463, STORAGE 464, STORAGE 465, STORAGE 466, STORAGE 467, STORAGE 468, STORAGE 469, STORAGE 470, STORAGE 471, STORAGE 472, STORAGE 473, STORAGE 474, STORAGE 475, STORAGE 476, STORAGE 477, STORAGE 478, STORAGE 479, STORAGE 480, STORAGE 481, STORAGE 482, STORAGE 483, STORAGE 484, STORAGE 485, STORAGE 486, STORAGE 487, STORAGE 488, STORAGE 489, STORAGE 490, STORAGE 491, STORAGE 492, STORAGE 493, STORAGE 494, STORAGE 495, STORAGE 496, STORAGE 497, STORAGE 498, STORAGE 499, STORAGE 500, STORAGE 501, STORAGE 502, STORAGE 503, STORAGE 504, STORAGE 505, STORAGE 506, STORAGE 507, STORAGE 508, STORAGE 509, STORAGE 510, STORAGE 511, STORAGE 512, STORAGE 513, STORAGE 514, STORAGE 515, STORAGE 516, STORAGE 517, STORAGE 518, STORAGE 519, STORAGE 520, STORAGE 521, STORAGE 522, STORAGE 523, STORAGE 524, STORAGE 525, STORAGE 526, STORAGE 527, STORAGE 528, STORAGE 529, STORAGE 530, STORAGE 531, STORAGE 532, STORAGE 533, STORAGE 534, STORAGE 535, STORAGE 536, STORAGE 537, STORAGE 538, STORAGE 539, STORAGE 540, STORAGE 541, STORAGE 542, STORAGE 543, STORAGE 544, STORAGE 545, STORAGE 546, STORAGE 547, STORAGE 548, STORAGE 549, STORAGE 550, STORAGE 551, STORAGE 552, STORAGE 553, STORAGE 554, STORAGE 555, STORAGE 556, STORAGE 557, STORAGE 558, STORAGE 559, STORAGE 560, STORAGE 561, STORAGE 562, STORAGE 563, STORAGE 564, STORAGE 565, STORAGE 566, STORAGE 567, STORAGE 568, STORAGE 569, STORAGE 570, STORAGE 571, STORAGE 572, STORAGE 573, STORAGE 574, STORAGE 575, STORAGE 576, STORAGE 577, STORAGE 578, STORAGE 579, STORAGE 580, STORAGE 581, STORAGE 582, STORAGE 583, STORAGE 584, STORAGE 585, STORAGE 586, STORAGE 587, STORAGE 588, STORAGE 589, STORAGE 590, STORAGE 591, STORAGE 592, STORAGE 593, STORAGE 594, STORAGE 595, STORAGE 596, STORAGE 597, STORAGE 598, STORAGE 599, STORAGE 600, STORAGE 601, STORAGE 602, STORAGE 603, STORAGE 604, STORAGE 605, STORAGE 606, STORAGE 607, STORAGE 608, STORAGE 609, STORAGE 610, STORAGE 611, STORAGE 612, STORAGE 613, STORAGE 614, STORAGE 615, STORAGE 616, STORAGE 617, STORAGE 618, STORAGE 619, STORAGE 620, STORAGE 621, STORAGE 622, STORAGE 623, STORAGE 624, STORAGE 625, STORAGE 626, STORAGE 627, STORAGE 628, STORAGE 629, STORAGE 630, STORAGE 631, STORAGE 632, STORAGE 633, STORAGE 634, STORAGE 635, STORAGE 636, STORAGE 637, STORAGE 638, STORAGE 639, STORAGE 640, STORAGE 641, STORAGE 642, STORAGE 643, STORAGE 644, STORAGE 645, STORAGE 646, STORAGE 647, STORAGE 648, STORAGE 649, STORAGE 650, STORAGE 651, STORAGE 652, STORAGE 653, STORAGE 654, STORAGE 655, STORAGE 656, STORAGE 657, STORAGE 658, STORAGE 659, STORAGE 660, STORAGE 661, STORAGE 662, STORAGE 663, STORAGE 664, STORAGE 665, STORAGE 666, STORAGE 667, STORAGE 668, STORAGE 669, STORAGE 670, STORAGE 671, STORAGE 672, STORAGE 673, STORAGE 674, STORAGE 675, STORAGE 676, STORAGE 677, STORAGE 678, STORAGE 679, STORAGE 680, STORAGE 681, STORAGE 682, STORAGE 683, STORAGE 684, STORAGE 685, STORAGE 686, STORAGE 687, STORAGE 688, STORAGE 689, STORAGE 690, STORAGE 691, STORAGE 692, STORAGE 693, STORAGE 694, STORAGE 695, STORAGE 696, STORAGE 697, STORAGE 698, STORAGE 699, STORAGE 700, STORAGE 701, STORAGE 702, STORAGE 703, STORAGE 704, STORAGE 705, STORAGE 706, STORAGE 707, STORAGE 708, STORAGE 709, STORAGE 710, STORAGE 711, STORAGE 712, STORAGE 713, STORAGE 714, STORAGE 715, STORAGE 716, STORAGE 717, STORAGE 718, STORAGE 719, STORAGE 720, STORAGE 721, STORAGE 722, STORAGE 723, STORAGE 724, STORAGE 725, STORAGE 726, STORAGE 727, STORAGE 728, STORAGE 729, STORAGE 730, STORAGE 731, STORAGE 732, STORAGE 733, STORAGE 734, STORAGE 735, STORAGE 736, STORAGE 737, STORAGE 738, STORAGE 739, STORAGE 740, STORAGE 741, STORAGE 742, STORAGE 743, STORAGE 744, STORAGE 745, STORAGE 746, STORAGE 747, STORAGE 748, STORAGE 749, STORAGE 750, STORAGE 751, STORAGE 752, STORAGE 753, STORAGE 754, STORAGE 755, STORAGE 756, STORAGE 757, STORAGE 758, STORAGE 759, STORAGE 760, STORAGE 761, STORAGE 762, STORAGE 763, STORAGE 764, STORAGE 765, STORAGE 766, STORAGE 767, STORAGE 768, STORAGE 769, STORAGE 770, STORAGE 771, STORAGE 772, STORAGE 773, STORAGE 774, STORAGE 775, STORAGE 776, STORAGE 777, STORAGE 778, STORAGE 779, STORAGE 780, STORAGE 781, STORAGE 782, STORAGE 783, STORAGE 784, STORAGE 785, STORAGE 786, STORAGE 787, STORAGE 788, STORAGE 789, STORAGE 790, STORAGE 791, STORAGE 792, STORAGE 793, STORAGE 794, STORAGE 795, STORAGE 796, STORAGE 797, STORAGE 798, STORAGE 799, STORAGE 800, STORAGE 801, STORAGE 802, STORAGE 803, STORAGE 804, STORAGE 805, STORAGE 806, STORAGE 807, STORAGE 808, STORAGE 809, STORAGE 810, STORAGE 811, STORAGE 812, STORAGE 813, STORAGE 814, STORAGE 815, STORAGE 816, STORAGE 817, STORAGE 818, STORAGE 819, STORAGE 820, STORAGE 821, STORAGE 822, STORAGE 823, STORAGE 824, STORAGE 825, STORAGE 826, STORAGE 827, STORAGE 828, STORAGE 829, STORAGE 830, STORAGE 831, STORAGE 832, STORAGE 833, STORAGE 834, STORAGE 835, STORAGE 836, STORAGE 837, STORAGE 838, STORAGE 839, STORAGE 840, STORAGE 841, STORAGE 842, STORAGE 843, STORAGE 844, STORAGE 845, STORAGE 846, STORAGE 847, STORAGE 848, STORAGE 849, STORAGE 850, STORAGE 851, STORAGE 852, STORAGE 853, STORAGE 854, STORAGE 855, STORAGE 856, STORAGE 857, STORAGE 858, STORAGE 859, STORAGE 860, STORAGE 861, STORAGE 862, STORAGE 863, STORAGE 864, STORAGE 865, STORAGE 866, STORAGE 867, STORAGE 868, STORAGE 869, STORAGE 870, STORAGE 871, STORAGE 872, STORAGE 873, STORAGE 874, STORAGE 875, STORAGE 876, STORAGE 877, STORAGE 878, STORAGE 879, STORAGE 880, STORAGE 881, STORAGE 882, STORAGE 883, STORAGE 884, STORAGE 885, STORAGE 886, STORAGE 887, STORAGE 888, STORAGE 889, STORAGE 890, STORAGE 891, STORAGE 892, STORAGE 893, STORAGE 894, STORAGE 895, STORAGE 896, STORAGE 897, STORAGE 898, STORAGE 899, STORAGE 900, STORAGE 901, STORAGE 902, STORAGE 903, STORAGE 904, STORAGE 905, STORAGE 906, STORAGE 907, STORAGE 908, STORAGE 909, STORAGE 910, STORAGE 911, STORAGE 912, STORAGE 913, STORAGE 914, STORAGE 915, STORAGE 916, STORAGE 917, STORAGE 918, STORAGE 919, STORAGE 920, STORAGE 921, STORAGE 922, STORAGE 923, STORAGE 924, STORAGE 925, STORAGE 926, STORAGE 927, STORAGE 928, STORAGE 929, STORAGE 930, STORAGE 931, STORAGE 932, STORAGE 933, STORAGE 934, STORAGE 935, STORAGE 936, STORAGE 937, STORAGE 938, STORAGE 939, STORAGE 940, STORAGE 941, STORAGE 942, STORAGE 943, STORAGE 944, STORAGE 945, STORAGE 946, STORAGE 947, STORAGE 948, STORAGE 949, STORAGE 950, STORAGE 951, STORAGE 952, STORAGE 953, STORAGE 954, STORAGE 955, STORAGE 956, STORAGE 957, STORAGE 958, STORAGE 959, STORAGE 960, STORAGE 961, STORAGE 962, STORAGE 963, STORAGE 964, STORAGE 965, STORAGE 966, STORAGE 967, STORAGE 968, STORAGE 969, STORAGE 970, STORAGE 971, STORAGE 972, STORAGE 973, STORAGE 974, STORAGE 975, STORAGE 976, STORAGE 977, STORAGE 978, STORAGE 979, STORAGE 980, STORAGE 981, STORAGE 982, STORAGE 983, STORAGE 984, STORAGE 985, STORAGE 986, STORAGE 987, STORAGE 988, STORAGE 989, STORAGE 990, STORAGE 991, STORAGE 992, STORAGE 993, STORAGE 994, STORAGE 995, STORAGE 996, STORAGE 997, STORAGE 998, STORAGE 999, STORAGE 1000.
B-1	VINYL BASE	FORBO WALL BASE COLOR: C48 HIMALAYA	4" STRAIGHT BASE AT CARPET FLOORING
B-2	WOOD BASE	TO MARKET PRESERVE RAMBOD BASEBOARD-HORIZONTAL HONEY TM #B-1H	AT WOOD FLOOR, 7/16" x 3-1/2" x 3/4"
B-3	VINYL BASE	FORBO WALL BASE COLOR: C14 CHAMADA	4" COVE BASE AT VCT
ACT-1	CEILING TILE & GRID	ARMSTRONG 2'x2' CIBUS HIGH CAC #572, ANGLED REGULAR EDGE W/ PRELUDE "M" EXPOSED TEE GRID.	THROUGHOUT OFFICE
PT-1	PORCELAIN TILE	12"x18" TILES COLOR: T80	TOILET ROOMS 109 & 110

BASE BUILDING WORK

- 1) PROVIDE 200 AMP ELECTRICAL PANEL
- 2) PROVIDE ZONED MECHANICAL SYSTEM
- 3) PROVIDE WATER SUPPLY AND WASTE AT LOCATIONS INDICATED
- 4) PROVIDE INSULATED FINISHED PERIMETER WALL, SEE WALL TYPE A
- 5) PROVIDE DEMISING WALL, SEE WALL TYPE B

**** ISSUED FOR PRICING
NOT FOR CONSTRUCTION**



Fitzgerald Earles Architects and Associates
566 West Lake St., Suite 100, Chicago, Illinois 60661
312.491.9840 (F) 312.491.9844 www.fzaarchicago.com

CLIENT: CHICAGO RETINAL CONSULTANTS - 3200 S OAK PARK AVE, BERWYN, IL RCF: N/A
 SKETCH NO: SK01 GENERAL NOTES PROJECT NO: 12184.00
 FILE NAME: 12184.00_ZDD.DWG DRAWN BY: MMK DATE: 5.1.2012

Group
Exh. 2

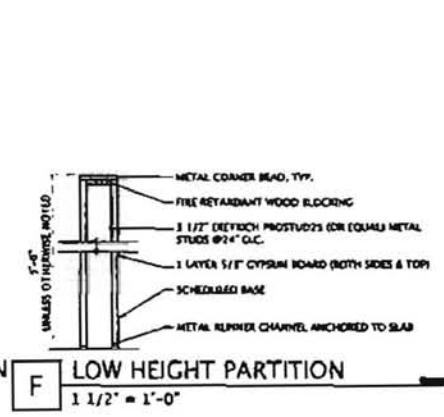
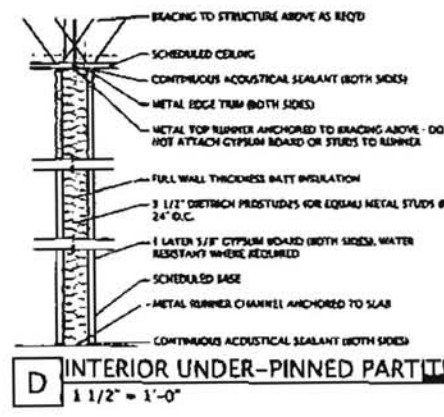
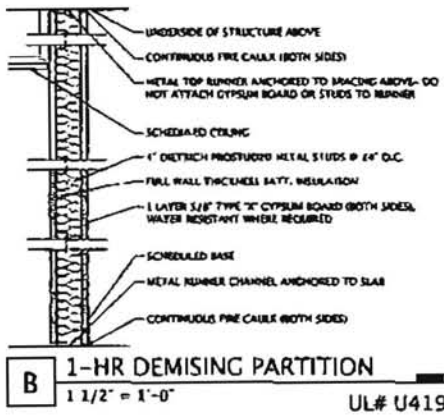
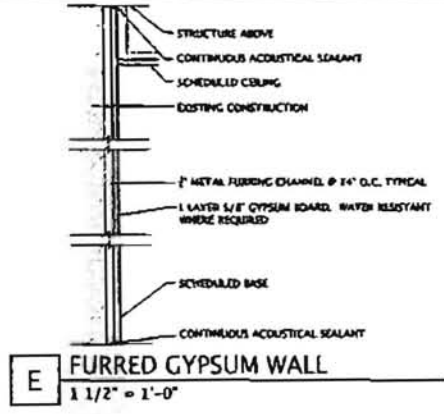
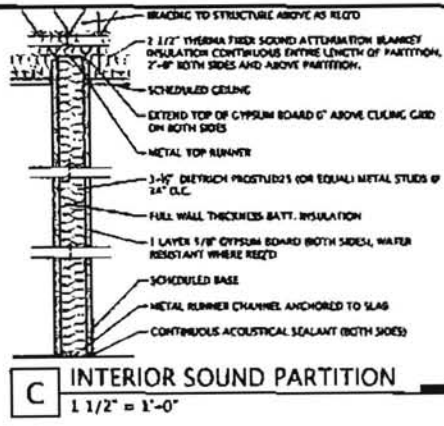
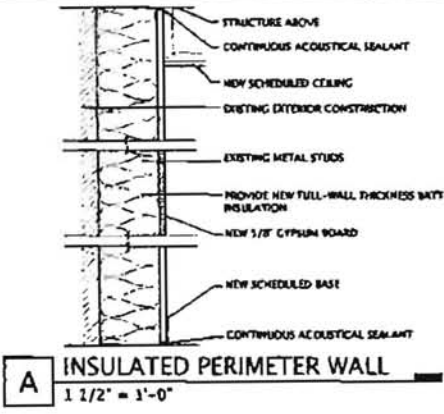
**ARCHITECTURAL/ELEC/
VOICE/DATA LEGEND**

- INDICATES EXISTING PARTITION TO REMAIN
- INDICATES NEW INTERIOR PARTITION
- INDICATES NEW LOW HEIGHT PARTITION
- INDICATES NEW DOOR
- INDICATES EXISTING DOOR TO REMAIN
- N INDICATES NEW
- DUPLEX OUTLET
- QUAD/DUPLEX OUTLET
- COMB. TELE/DATA CABLE JACK
- DATA JACK
- TELEPHONE JACK
- CEILING MOUNTED POWER/VOICE/DATA
- CEILING MOUNTED TV CABLE
- JUNCTION BOX

RCP LEGEND

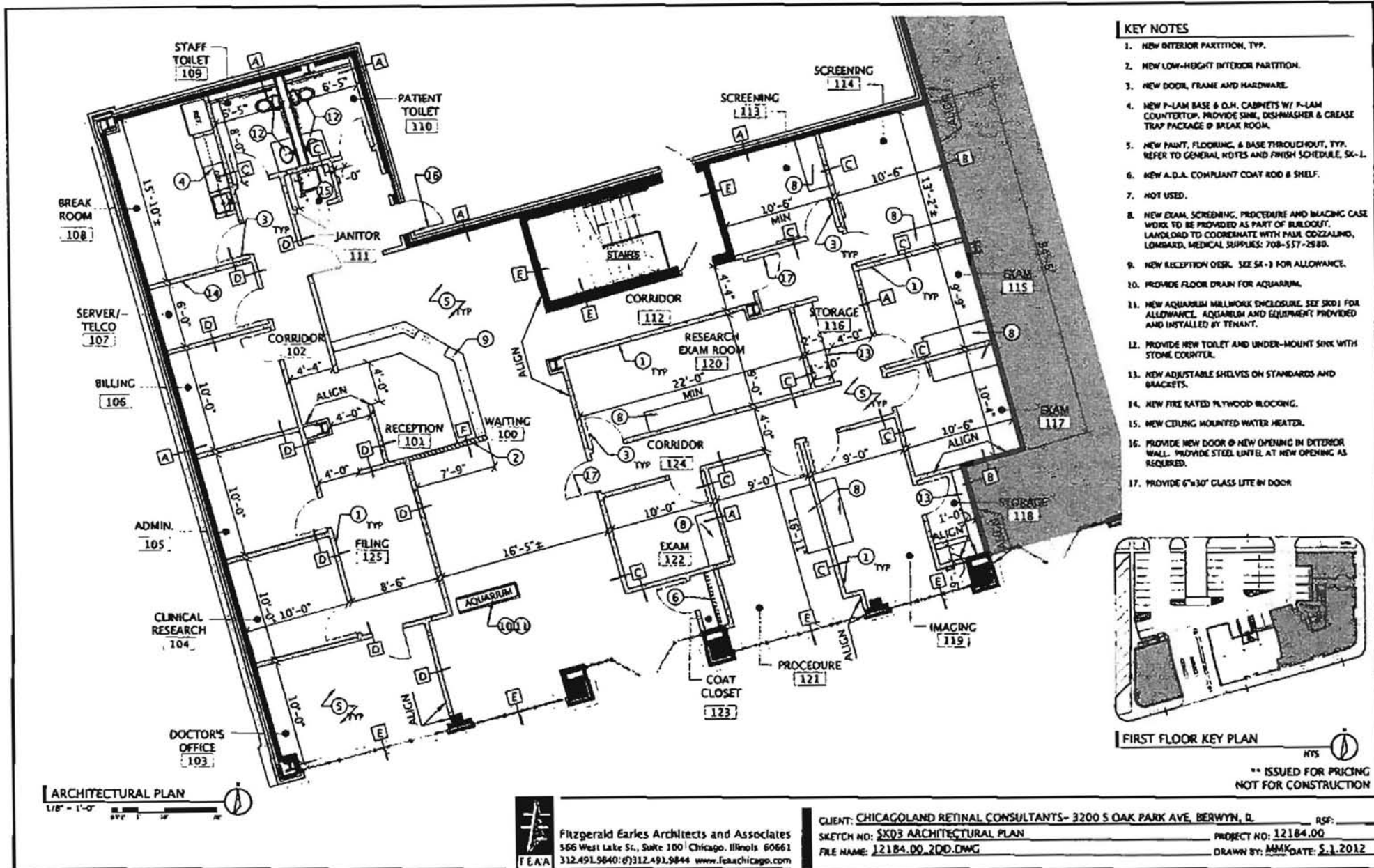
- CEILING GRID & TILES
- NEW 2x4 LIGHT FIXTURE
- NEW 2x2 LIGHT FIXTURE
- NEW RECESSED DOWNLIGHT
- SPEAKER
- OCCUPANCY SENSOR SWITCH
- PENDANT FIXTURE
- WALL SCONCE

** ISSUED FOR PRICING
NOT FOR CONSTRUCTION

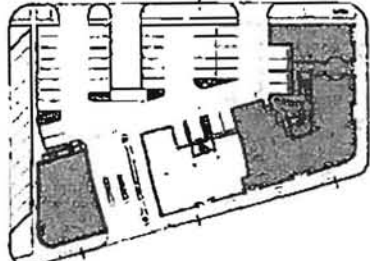


Fitzgerald Earles Architects and Associates
586 West Lake St., Suite 100, Chicago, Illinois 60661
312.491.9840 / 312.491.9844 www.feaaarchicago.com

CLIENT: CHICAGO RETINAL CONSULTANTS - 3200 S OAK PARK AVE BERWYN, IL RSF: N/A
SKETCH NO: SK02 LEGENDS AND WALL TYPES PROJECT NO: 12184.00
FILE NAME: 12184.00_20D.DWG DRAWN BY: MM DATE: 5.1.2012



- ### KEY NOTES
1. NEW INTERIOR PARTITION, TYP.
 2. NEW LOW-HIGHT INTERIOR PARTITION.
 3. NEW DOOR, FRAME AND HARDWARE.
 4. NEW P-LAM BASE & D.H. CABINETS W/ P-LAM COUNTERTOP, PROVIDE SINK, DISHWASHER & GREASE TRAP PACKAGE @ BREAK ROOM.
 5. NEW PAINT, FLOORING, & BASE THROUGHOUT, TYP. REFER TO GENERAL NOTES AND FINISH SCHEDULE, SK-L.
 6. NEW A.D.A. COMPLIANT COAT ROD & SHELF.
 7. NOT USED.
 8. NEW EXAM, SCREENING, PROCEDURE AND IMAGING CASE WORK TO BE PROVIDED AS PART OF BUILDOUT. LANDLORD TO COORDINATE WITH PAUL COZZALINO, LOMBARD, MEDICAL SUPPLIES: 708-557-2880.
 9. NEW RECEPTION DESK. SEE SK-3 FOR ALLOWANCE.
 10. PROVIDE FLOOR DRAIN FOR AQUARIUM.
 11. NEW AQUARIUM MILLWORK ENCLOSURE. SEE SK01 FOR ALLOWANCE. AQUARIUM AND EQUIPMENT PROVIDED AND INSTALLED BY TENANT.
 12. PROVIDE NEW TOILET AND UNDER-MOUNT SINK WITH STONE COUNTERTOP.
 13. NEW ADJUSTABLE SHELVES ON STANDARDS AND BRACKETS.
 14. NEW FIRE RATED PLYWOOD BLOCKING.
 15. NEW CEILING MOUNTED WATER HEATER.
 16. PROVIDE NEW DOOR @ NEW OPENING IN EXTERIOR WALL. PROVIDE STEEL LINTEL AT NEW OPENING AS REQUIRED.
 17. PROVIDE 6"x30" CLASS LITE BY DOOR.



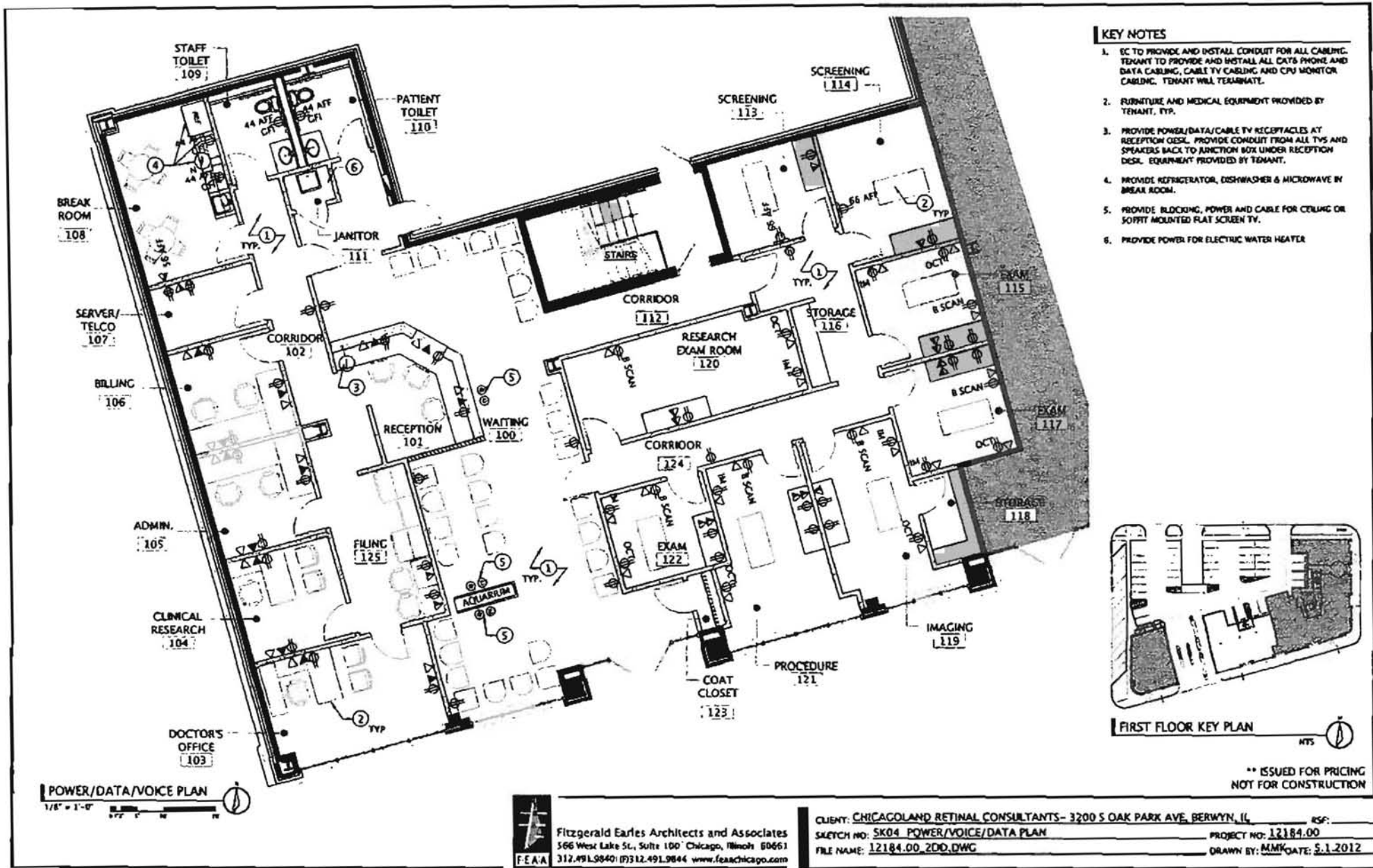
FIRST FLOOR KEY PLAN

** ISSUED FOR PRICING NOT FOR CONSTRUCTION

ARCHITECTURAL PLAN
1/8" = 1'-0"

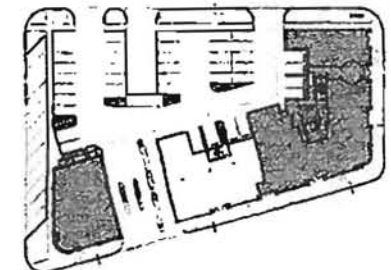
F.E.A.A.
Fitzgerald Earles Architects and Associates
566 West Lake St., Suite 100 | Chicago, Illinois 60661
312.491.9840 | 312.491.9844 www.feaa.chicago.com

CLIENT: CHICAGOLAND RETINAL CONSULTANTS- 3200 S OAK PARK AVE, BERWYN, IL RSF:
SKETCH NO: SK03 ARCHITECTURAL PLAN PROJECT NO: 12184.00
FILE NAME: 12184.00_2DD.DWG DRAWN BY: MMK DATE: 5.1.2012



KEY NOTES

1. EC TO PROVIDE AND INSTALL CONDUIT FOR ALL CABLING. TENANT TO PROVIDE AND INSTALL ALL CAT5 PHONE AND DATA CABLING, CABLE TV CABLING AND CPU MONITOR CABLING. TENANT WILL TERMINATE.
2. FURNITURE AND MEDICAL EQUIPMENT PROVIDED BY TENANT, TYP.
3. PROVIDE POWER/DATA/CABLE TV RECEPTACLES AT RECEPTION DESK. PROVIDE CONDUIT FROM ALL TVS AND SPEAKERS BACK TO JUNCTION BOX UNDER RECEPTION DESK. EQUIPMENT PROVIDED BY TENANT.
4. PROVIDE REFRIGERATOR, DISHWASHER & MICROWAVE BY BREAK ROOM.
5. PROVIDE BLOCKING, POWER AND CABLE FOR CEILING OR SOFFIT MOUNTED FLAT SCREEN TV.
6. PROVIDE POWER FOR ELECTRIC WATER HEATER



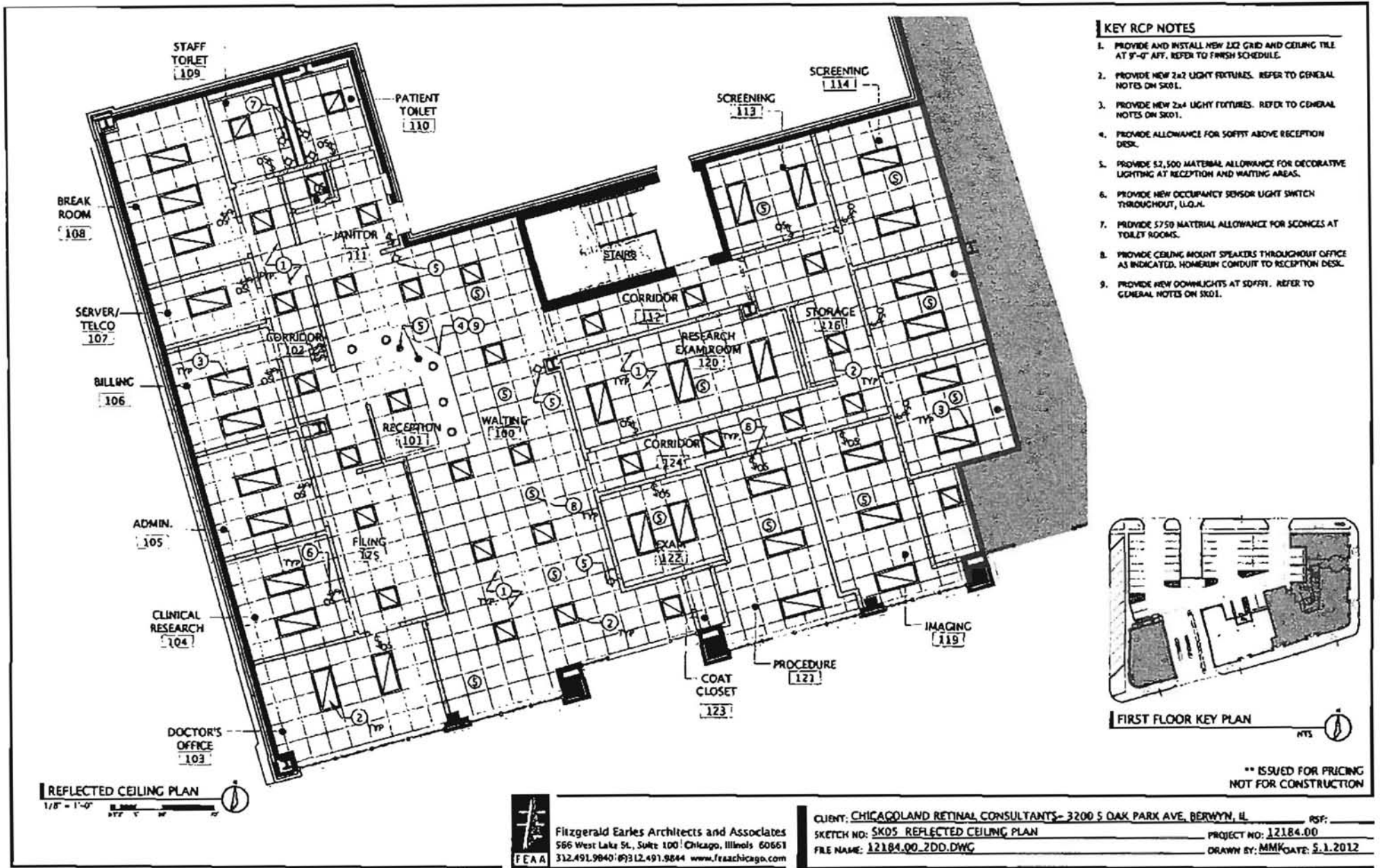
FIRST FLOOR KEY PLAN

** ISSUED FOR PRICING
NOT FOR CONSTRUCTION

POWER/DATA/VOICE PLAN
1/8" = 1'-0"

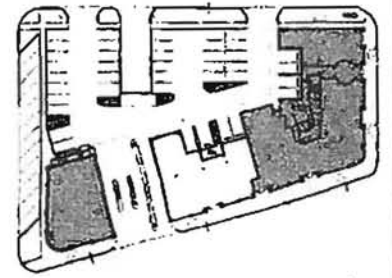
F.E.A.A.
Fitzgerald Earles Architects and Associates
566 West Lake St., Suite 100 Chicago, Illinois 60661
312.491.9840 (F)312.491.9844 www.feaschicago.com

CLIENT: CHICAGOLAND RETINAL CONSULTANTS- 3200 S OAK PARK AVE, BERWYN, IL RSF: _____
 SKETCH NO: SK04_POWER/VOICE/DATA PLAN
 FILE NAME: 12184.00_2DD.DWG
 PROJECT NO: 12184.00
 DRAWN BY: MMK/DATE: 5.1.2012



KEY RCP NOTES

1. PROVIDE AND INSTALL NEW 2X2 GRID AND CEILING TILE AT 9'-0" AFF. REFER TO FINISH SCHEDULE.
2. PROVIDE NEW 2x2 LIGHT FIXTURES. REFER TO GENERAL NOTES ON SK01.
3. PROVIDE NEW 2x4 LIGHT FIXTURES. REFER TO GENERAL NOTES ON SK01.
4. PROVIDE ALLOWANCE FOR SOFFIT ABOVE RECEPTION DESK.
5. PROVIDE \$2,500 MATERIAL ALLOWANCE FOR DECORATIVE LIGHTING AT RECEPTION AND WAITING AREAS.
6. PROVIDE NEW OCCUPANCY SENSOR LIGHT SWITCH THROUGHOUT, U.O.A.
7. PROVIDE \$750 MATERIAL ALLOWANCE FOR SCONCES AT TOILET ROOMS.
8. PROVIDE CEILING MOUNT SPEAKERS THROUGHOUT OFFICE AS INDICATED. HOMERUN CONDUIT TO RECEPTION DESK.
9. PROVIDE NEW DOWNLIGHTS AT SOFFIT. REFER TO GENERAL NOTES ON SK01.



FIRST FLOOR KEY PLAN

** ISSUED FOR PRICING
NOT FOR CONSTRUCTION

REFLECTED CEILING PLAN
1/8" = 1'-0"

FEAA
Fitzgerald Earles Architects and Associates
586 West Lake St., Suite 100 | Chicago, Illinois 60661
312.491.9840 | 312.491.9844 www.feaa.com

CLIENT: CHICAGOLAND RETINAL CONSULTANTS- 3200 S OAK PARK AVE, BERYWN, IL
PROJECT NO: 12184.00
SKETCH NO: SK05 REFLECTED CEILING PLAN
FILE NAME: 12184.00_2DD.DWG
DRAWN BY: MMPC DATE: 5.1.2012

EXHIBIT 3

JULY 20, 2012 LETTER RE PROPOSED LEASE TERMS

VIA EMAIL (ahmedmd@pol.net)

July 20, 2012

Dr. Ahmed Abdelsalam
Chicagoland Retinal Consultants
1 E. Wacker Drive, Suite 3150

RE: 3200 S Oak Park Avenue
Berwyn, Illinois (see Exhibit A, Legal Description)

Dear Dr. Abdelsalam:

The terms and conditions of the proposed lease are as follows:

LANDLORD: 6600 Stanley, Lakeside Bank, SPE, LLC

TENANT: Chicagoland Retinal Consultants, LLC
C/O Ahmed Abdelsalam, MD, FACS

PREMISES: Approximately 3702 square feet of space identified on Exhibit B ("Premises"). The location of the Premises is depicted on the attached site plan. The exact dimensions of the Premises will be determined according to the final site plan to be attached to the Lease.

PERMITTED USE: Medical and Retinal Eye Care Center

LEASE TERM: Primary Term: A ten (10) year period commencing on the date of Rent Commencement.

Extended Terms: Two (2) five (5) year terms, each commencing on the expiration date of the immediately preceding Primary Term or Extended Term.

Tenant will give Landlord one hundred eighty (180) days prior notice of its intent to extend the term.

Buildout allowance: Tenant and Landlord shall split build out cost of \$104 per square foot, 50/50, it being understood that Tenant's 50% share is already amortized and included in the rental rate described below. Any costs in excess of \$104 per square foot shall be shared between Landlord and Tenant, 50/50, with Tenant's share being amortized and included in the rental rate and the rate will be adjusted accordingly. **LANDLORD TO APPROVE AND PERFORM CONSTRUCTION**

AA

July 20, 2012

RENT: \$20.00 per square foot. Years 1-5
\$21.00 per square foot. Years 6-10

RENTAL INCREASES: 2.5% Increase every year of the five year renewal term. Base of rent for each five year renewal term will be 95% of the market rate at the time of the renewal. Market rate can be agreed upon by tenant and landlord or a broker they both choose at time of renewal

REAL ESTATE TAXES: Estimated at \$9.00 per square foot

CAM CHARGES: Estimated at \$2.00 per square foot

SECURITY DEPOSIT: Subject to financials

**RENT
COMMENCEMENT
DATE:**

The Rent Commencement Date will be the date that Landlord delivers space to Tenant, upon completion of all construction work and space is ready to be used for its Intended use.

COMMON AREAS:

Tenant will have a non exclusive right to use the common areas, appurtenances and easements to support its intended use of the Premises and will have access to such portions of the Building outside the Premises as are necessary to enable it to exercise its rights under the Lease.

Landlord is responsible for all exterior and structural conditions of the Building and Premises, including, but not limited to the roof and building façade), sidewalks, lighting, landscaping, and common areas.

Parking:

Tenant will have the exclusive right to use 8 parking spots during the following hours: Monday thru Friday 8:00 am to 5:00 pm and Saturday 8:00 am to 11:00 am (which hours shall be posted on all signage), in the surface parking lot at no extra cost and that will be included in the rent. Please see attached Exhibit C for specific parking spots assigned. Parking spots are an integral part of this lease and cannot be changed, reposed or altered in anyway by landlord or any other entity that may control the building in the future

**ASSIGNMENT/
SUBLETTING:**

Tenant shall seek and obtain Landlord's consent, nor shall Landlord be entitled to any consideration in connection with, any assignment or subletting:

- (1) to a parent, subsidiary, affiliate, franchisee, licensee, or similarly related entity;
- (2) in connection with the sale of Tenant's corporate stock or assets.
- (3) In addition, Tenant shall be responsible for any of Landlord's legal/attorney fees related to Tenant's subletting or assigning.

AA

July 20, 2012

**INSURANCE:
WAIVER OF CLAIMS
AND SUBROGATION:**

Tenant and Landlord will each maintain prudent levels of commercial general liability and property damage and insurance. Each party will waive against the other property damage claims that are to be covered by the property damage insurance it maintains and will cause its insurer to waive subrogation claims.

SIGNAGE:

Tenant may install in and on the Premises its pro-rata share, standard sign(s) and awning(s) package to the maximum extent permitted by local authorities. Tenant will also have the right at no additional rent to place its sign on any monument/pylon sign that exist, now or in the future.

Tenant will also be permitted to hang its pre-opening banners, including, but not limited to "Coming Soon", "Now Hiring" and "Finally Open".

Tenant will submit sign and awning elevations to Landlord for reasonable approval prior to or concurrent with lease execution.

TRASH REMOVAL:

Tenant's responsibility.

UTILITIES:

Tenant will contract directly with local utility companies.

QUIET ENJOYMENT:

So long as the Lease is in full force and effect, Tenant may lawfully and quietly hold, occupy and enjoy the Premises during the term without disturbance by Landlord or by any person claiming title paramount to Landlord's title or by any person claiming by, through or under Landlord.

AGREED AND ACCEPTED this 1ST
day of AUGUST, 2012.
Landlord

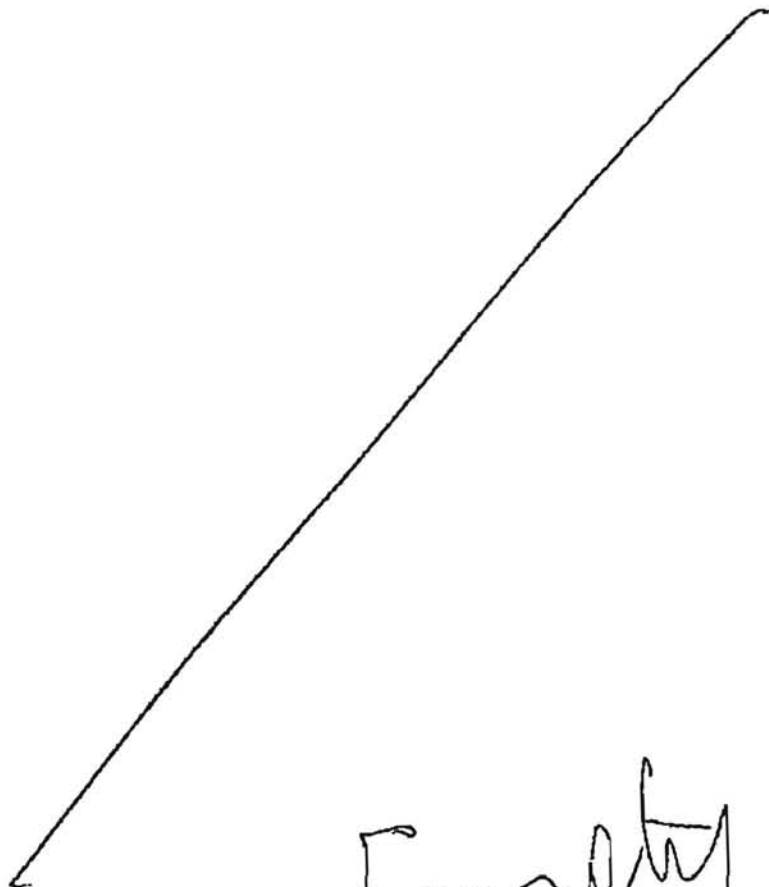
By: [Signature]
Name: Peter C. Cacciatore
Its: agent

AGREED AND ACCEPTED this 24th
day of July, 2012.
Tenant: ChicagoLand Retinal Consultants, LLC.

By: [Signature]
Name: Dr. Ahmed Abdelsalam
Its: [Signature]

pu
This letter is intended
To Be Non-Binding. There will be
no agreement between the Landlord and Tenant
until both parties have executed and delivered
a definitive, legally binding, written lease agreement.

EXHIBIT A
LEGAL DESCRIPTION



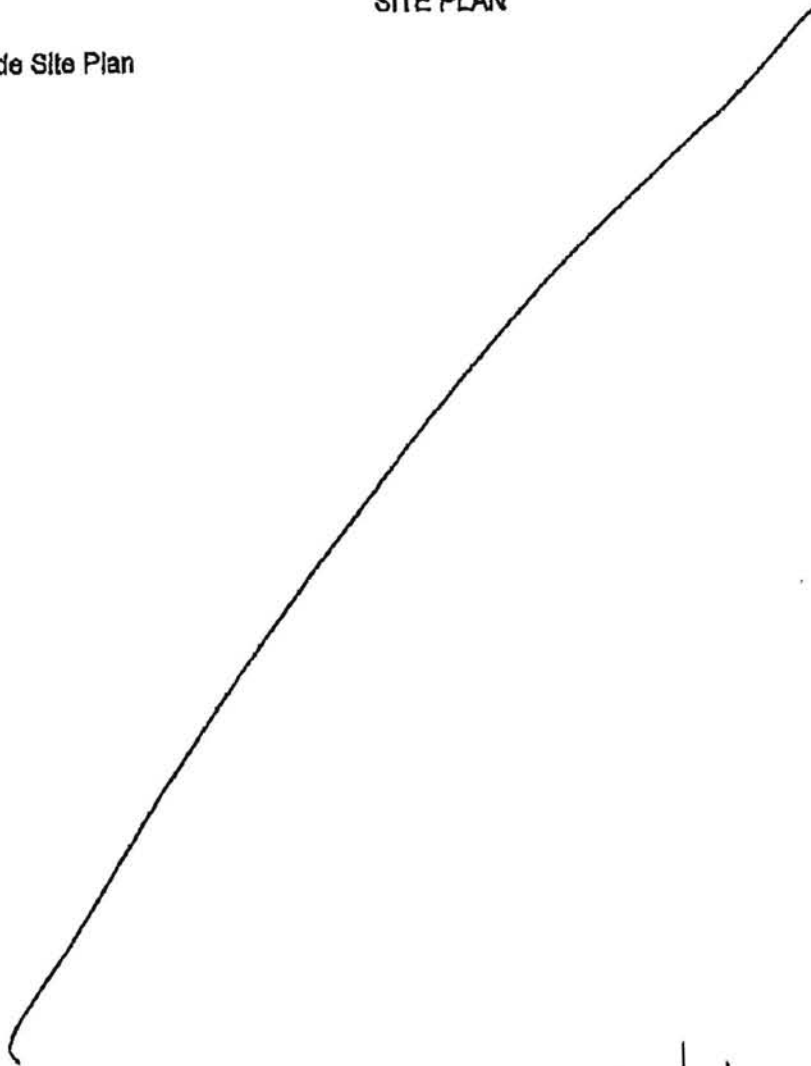
Empty

AA

EXHIBIT B

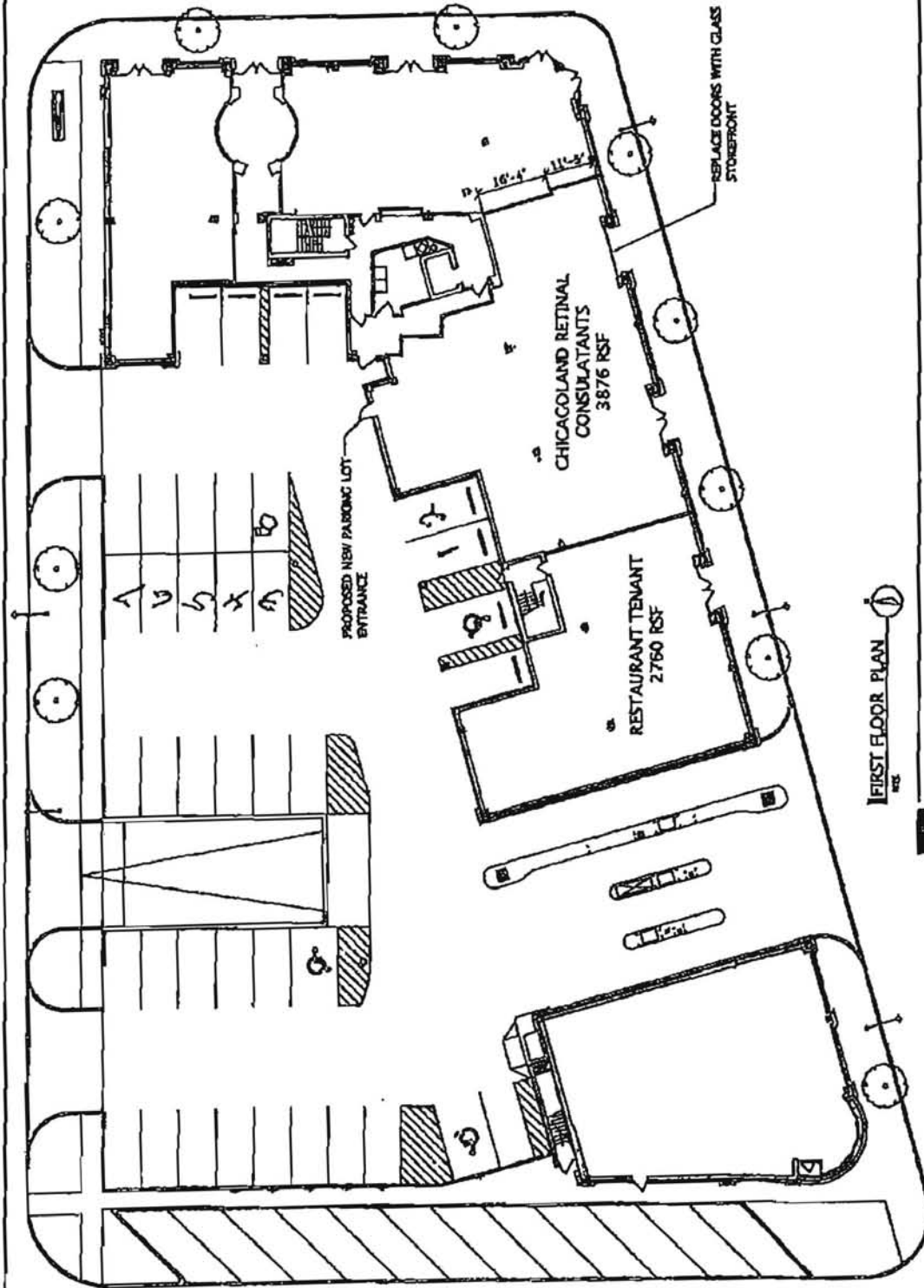
SITE PLAN

Please Provide Site Plan



~~Empty~~
AA.

EXHIBIT C EXCLUSIVE PARKING



FIRST FLOOR PLAN

CURR: CHICAGO LAND RETINAL CONSULTANTS - 2200 S. OAK PARK, BERNITA, IL
 SKETCH NO: 22184.01
 PROJECT NO: 22184.01
 FILE NAME: 22184_01_1SF.DWG
 DRAWN BY: DL DATE: 7.27.2013

Fitzgerald Burke Architects and Associates
 546 West Lake St., Suite 1100 Chicago, Illinois 60601
 312.692.6800 | 312.692.6844 | www.fitzburke.com





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



J. Staff Reports



J-1

BERWYN FIRE DEPARTMENT

6700 W. 26th Street • Berwyn, IL 60402-0701
708.788.2660 ext 3281
FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

Denis O'Halloran
Fire Chief
do'halloran@ci.berwyn.il.us

Sam Molinaro
Assistant Fire Chief
smolinaro@ci.berwyn.il.us

October 5, 2012

To: Mayor Robert Lovero and Members of City Council

From: Assistant Chief Sam Molinaro

Re: Purchase of a Replacement Fire Department Vehicle

Honorable Mayor Lovero and Members of City Council,

I am requesting permission to enter into a contract to purchase a new command vehicle for the Berwyn Fire Department to replace a 2008 Ford Expedition. This purchase has been researched, and it has been concluded that this vehicle best suits the Departments needs. We will be using the Joint Purchasing Program for Local Government agencies (The Suburban Purchasing Cooperative). This program complies with the necessary bid process requirements, as the contract has already been competitively bid throughout the state. If approved, the vehicle will be purchased from Landmark Ford in Springfield, Illinois (contract # 117A).

It is my recommendation that we purchase a 2013 Ford Expedition EL 4-door 4 X 4. The cost of the vehicle is \$31,194.00. The vehicle must be equipped with emergency lighting, siren, opti-com, radio accessories and other electronics. In addition, the vehicle needs to be lettered, numbered, and striped with the Berwyn Fire Department logos. These required emergency vehicle accessories would be provided and installed by several different vendors utilized by the Fire Department for current Department vehicles. These items will bring an additional cost of \$16,000.00 which brings the total projected cost for this replacement vehicle to \$47,194.00.

As you may or may not be aware, it has been a past practice for the Fire Department to replace older front line vehicles and move the replaced vehicle to a less vital role. In this instance, the current command vehicle will be utilized in a dual role as both the backup command vehicle and the Fire Prevention vehicle for daily use. Ultimately, a 1992 Chevy Suburban 4 X 4 will either be sold, or given to another department within the City which doesn't require the vehicle to be used for emergency purposes.

This future expenditure has been planned for and approved in the 2012 Budget in the Capital Outlay line item. Thank you for your consideration in this matter.

Respectfully Submitted,

Sam Molinaro, Assistant Fire Chief



J-2

A Century of Progress with Pride

Date: October 10, 2012

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

Re: Authorization to request sealed bids for Dump Body Replacement for M-18

The City of Berwyn is requesting authorization request sealed proposals to replace the dump body on M-18. This is a 2000 Sterling tandem axle dump truck and while performing maintenance last week we identified severe rusting in the inner dump body as indicated by the attached photos. By replacing this dump body, this truck will continue to be a quality front line vehicle for several more years. This will be funded from the Public Works budget.

Respectfully,

Robert Schiller
Director of Public Works





The City of Berwyn



Anthony T. Bertuca
City Attorney

J-3

A Century of Progress with Pride

October 9, 2012

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

Re: 11WC20958

Dear Mr. Pavlik:

Please put this item on the October 9, 2012 agenda, authorizing the settlement of the above referenced matter for the total of \$14,191.22, based upon the City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-4

A Century of Progress with Pride

October 9, 2012

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

Re: 11WC20959

Dear Mr. Pavlik:

Please put this item on the October 9, 2012 agenda, authorizing the settlement of the above referenced matter for the total of \$34,633.78, based upon the City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

The City of Berwyn

J-5



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

October 9, 2012

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

Re: Intergovernmental Agreement between the City of Berwyn and the Berwyn Park District for the
Funding of Storm Water Improvements at Proksa Park

Ladies and Gentlemen:

Enclosed please find the corrected version of the above noted agreement. In Section 3, of this document, the monetary figure was changed to \$85,000 from \$55,000.

The Mayor's Office as well as the Law Department are requesting your concurrence in the approval of this Intergovernmental Agreement.

Respectfully Submitted,

Anthony T. Bertuca
City Attorney

ATB:kmc

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BERWYN
AND THE BERWYN PARK DISTRICT FOR THE FUNDING OF STORM
WATER IMPROVEMENTS AT PROKSA PARK**

This Agreement entered into this day of , 2012 (the "Effective Date"), by and between the City of Berwyn, a municipal corporation of the County of Cook, State of Illinois, (the "City"), and the Berwyn Park District, a municipal corporation of the County of Cook, State of Illinois, (the "Park District").

WITNESSETH:

WHEREAS, the Park District is the owner of certain real estate of approximately 13.33 acres, commonly known as Proksa Park, in the City of Berwyn, Cook County, Illinois, hereinafter referred to as "the Park"; and

WHEREAS, there presently exists within the Park a storm water drainage system that discharges into the combined City storm sewer system; and

WHEREAS, the existing storm water drainage and discharge system within the Park is deficient and in need of repair, upgrade and replacement; and

WHEREAS, the Park District intends to design, construct, own and maintain certain of the storm water drainage improvements, consisting of a detention facility and associated drains and piping within the Park (the "Improvements") in conjunction with other drainage improvements and its improvement of the recreational facilities within the Park; and

WHEREAS, the Improvements can be designed, sized, and constructed so as to reduce the rate and volume of storm water discharge into the City's existing storm water system, and help reduce the present potential for flooding in the residential areas around the Park; and

WHEREAS, in order to encourage the Park District to design, size and construct the Improvements so as to reduce the potential for flooding in the residential areas around the Park and thereby provide a benefit to the City, the City is willing to make a financial contribution toward the Improvements; and

WHEREAS, it is in the public interest that the City and the Park District control storm water run-off into the area around the Park to the greatest extent financially and practically feasible; and

WHEREAS, the parties desire to cooperate with one another, and take the necessary and appropriate steps to enable the project to be successfully completed; and

WHEREAS, the Park District and City are authorized by Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to jointly exercise, combine, or transfer any power, privilege or authority which may be

exercised by a unit of local government individually, and to enter into intergovernmental contracts for the performance of governmental services, activities and undertakings involving cooperative ventures between them.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed by and between the parties, as follows:

Section 1: Incorporation. The recitals set forth above are incorporated by reference into this Section 1 as material terms.

Section 2: Design and Construction of Improvements.

- a. Within thirty (30) days of the Effective Date, the Park District will commission the design of the Improvements so as to include an underground storm water detention facility and associated drains, pipes, connections and other facilities, within the Park, sized to retain approximately 5,507 cubic feet (0.126 acre-feet) of water, and capable of maintaining a release of storm water into the City's storm sewer system through an outlet not to exceed six inches, and at a constant discharge rate not to exceed a projected 3-year storm rate. The design of the Improvements shall substantially conform to approved plans and specifications for the 2012 Proksa Park Improvements-prepared by Frank R. Novotny & Associates, dated May , 2012, on file with the Park District (the "Plans").
- b. The Park District shall promptly notify the City of its receipt of the Plans from Novotny & Associates. The City and the Park District shall then have up to fourteen days to review and approve the Plans. If either party does not approve the Plans within said period, this Agreement shall become null and void.
- c. Within thirty (30) days after approval of the Plans by the City and the Park District, the Park District shall prepare and advertise bids for the construction of the Improvements. The Park District shall award the contract in accordance with Park District purchasing policies and applicable law, based on the lowest responsive bid by a responsible bidder; provided however, the Park District shall have the right to reject all bids if it determines that it is in the best public interest to do so. The bidding process shall be consistent with the bidding process employed by the City.

Section 3: Cost Sharing. As between the City and the Park District, the Park District shall be responsible for the first eleven thousand dollars (\$11,000.00) of the cost of the design and construction of the Improvements. The City shall be responsible for cost of the construction of the Storm Water Retention Improvements, provided the City's share of the cost shall not exceed eighty -five thousand dollars \$85,000.00. The City shall deliver its share of the final contract price to the Park District not less than seven (7) days before the final payment to the contractor is due, provided the Park District has expended all

DCEO Grant funds appropriated for this project.

Section 4: The parties further agree that during the term of this Intergovernmental Agreement, and any extension(s) thereof, neither party will take any action which materially interferes with the proper operation and functioning of the Improvements. The City agrees to lend its technical knowledge and expertise in relation to future maintenance and possible expansion of the detention system.

Section 5: Maintenance and Repair.

- a. The Park District shall all times during the term of this Agreement and any extensions thereof:
 - (i) at its sole expense maintain the Improvements located within the Park and keep them in good and safe repair, so as to allow for the proper functioning of the Improvements, and so as to comply with all applicable state, federal and/or local rules, regulation, ordinances or statues applicable to storm water retention facilities, if any; and
 - (ii) at its sole expense maintain and restore any turf and plantings disrupted as a result of the maintenance and repair of the Improvements within the Park.

- b. The City shall all times during the term of this Agreement and any extensions thereof:
 - (i) at its sole expense maintain the storm water control facilities that interconnect with the Improvements and are located beyond the Park, including the storm sewers, inlet and outlet structures, and keep them in good and safe repair, so as to allow for the proper functioning of the Improvements, and so as to comply with all applicable state, federal and/or local rules, regulation, ordinances or statues applicable to storm water retention facilities, if any; and
 - (ii) at its sole expense maintain and restore any turf and plantings disrupted as a result of the maintenance and repair of the storm water control facilities that interconnect with the Improvements and are located beyond the Park.

Section 6: To the fullest extent permitted by law, each party to this Agreement shall protect, indemnify, save, defend and hold harmless the other party, including its officers, officials, employees, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees), which the other party and for which its officers, officials, employees, and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, arising indirectly or directly in

connection with or under, or as a result of this Agreement, but only to the extent such liability is caused by any negligent act or omission of the indemnifying party.

Section 7: Notice. Notice to any party shall be in writing and shall be delivered / personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

Mayor
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

and

Director of Public Works
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

If to the Park District:

Executive Director
Berwyn Park District
3701 S. Scoville Avenue
Berwyn, Illinois 60402

or to such other address as any party may from time to time designate in a written notice to the other parties.

Section 8: Miscellaneous.

- a. The term of this agreement shall be for a period of twenty-five (25) years from the Effective Date, unless extended by mutual written agreement authorized by the corporate authorities of both parties.
- b. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement.

- c. The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions, and provisions shall remain in full force and effect, unless one or both of the parties can no longer perform the Agreement.
- d. This Agreement constitutes the entire understanding between the Park District and the City with respect to the subject matter contained herein, and supersedes any and all prior understandings and/or agreements between the parties, whether written, oral, or otherwise. Any and all representations, agreements, promises and/or understandings not expressly set forth herein are hereby null, void, and of no legal effect.
- e. Both parties represent that they have taken all actions required of the City and the Park District for the authorization and execution of this Agreement.

Berwyn Park District

City of Berwyn

By: _____

By: _____

ATTEST: _____

ATTEST: _____

The City of Berwyn

J-6



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

October 9, 2012

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

Re: An Ordinance Amending Chapter 888, Section 888.06, of the Codified Ordinances Regarding
Transfers Exempt from Tax for the City of Berwyn, County of Cook, State of Illinois

Ladies and Gentlemen:

I am submitting the attached Ordinance for your consideration. The Ordinance as amended will clear up any confusion that existed when a property transfer involved a governmental body.

The Mayor's Office as well as the Law Department and the Collector's Office are requesting your concurrence in the approval of this Ordinance.

Respectfully Submitted,

Anthony T. Bertuca
City Attorney

ATB:kmc

THE CITY OF BERWYN
THE CITY OF BERWYN, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING CHAPTER 888, SECTION 888.06,
OF THE CODIFIED ORDINANCES REGARDING TRANSFERS
EXEMPT FROM TAX FOR THE CITY OF BERWYN, COUNTY OF
COOK, STATE OF ILLINOIS.**

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 _____

**AN ORDINANCE AMENDING CHAPTER 888, SECTION 888.06, OF THE
CODIFIED ORDINANCES REGARDING TRANSFERS EXEMPT FROM
TAX FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF
ILLINOIS.**

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

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) have determined that it is in the best interests of the City and its residents to limit the number of transactions exempt from the obligation to pay transfer taxes; and

WHEREAS, to ensure that proper policies and procedures are followed, the Corporate Authorities have determined that it is necessary for the public health, safety and welfare to amend the Codified Ordinances (the “Code”) to establish procedures regarding the foregoing; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the City and its residents to amend Chapter 888, Section 888.06, of the Code as set forth below.

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

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

Section 2. Chapter 888, Section 888.06, of the Code is hereby amended as follows:

Subject to the requirements of § 888.04, the following transfers are exempt from the tax imposed by this chapter:

(A) Transfers involving real property acquired ~~by or~~ from any governmental body; acquired from any corporation, society, association, foundation or institution organized and operated exclusively for charitable, religious or educational purposes; or acquired by any international organization not subject to local taxes under applicable law; notwithstanding the foregoing, in the event the federal Department of Housing and Urban Development (HUD) is the seller of the real property being transferred, then the purchaser, grantee, assignee or other transferee shall be responsible for paying the transfer tax imposed by Section 888.03 of the Berwyn Real Property Transfer Tax Ordinance.

Section 3. The officers, employees and/or agents of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendment contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the amendments contemplated by this Ordinance.

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

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

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

Section 7. This Ordinance shall be effective ten (10) calendar days after a full, true and complete copy of this Ordinance is published in pamphlet form as provided by the Illinois Municipal Code, as amended.

ADOPTED by the City Council of the City of Berwyn, County of Cook, State of

Illinois on this 9th day of October 2012, pursuant to a roll call vote, as follows:

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

APPROVED this 9th day of October 2012.

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

J-9



A Century of Progress with Pride

Date: October 10, 2012

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

Re: Authorization to request sealed bids for the supply and installation of 12 inch water valves on Cermak Road.

The City of Berwyn Public Works Department is requesting authorization to request sealed proposals to supply and install between six and eight water valves for the 12 inch watermain on Cermak Road. This summer we experienced a substantial watermain break on Cermak road near Harlem Avenue. While attempting to shut down the main for repair, I discovered there are no shut off valves on this watermain from Harlem Avenue to Oak Park Avenue. Staff had to turn off over twenty valves to reduce the water flow so the main could be repaired. This project allows the ability to provide an uninterrupted supply of water to more residents and businesses in the event that another shut down is needed. In addition it allows repairs to the system to be completed more quickly and with less inconvenience to the business and residential community. This project is funded from Cermak TIF Public Works Projects.

Recommended Action: *Authorize the Public Works Director to seek sealed bids for the supply and installation of water valves for Cermak Rd.*

Respectfully,

Robert Schiller
Director of Public Works

The City of Berwyn

J-8



Evan K. Summers
Project Operations Manager

A Century of Progress with Pride

October 9, 2012

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

Re: **2012 Holiday Decoration RFP**

Dear Mayor and Council:

Attached is a copy of the proposed 2012 Holiday Decoration Request for Proposal (RFP). The scope is similar to last year's with the only noteworthy change being made to Roosevelt Road's design. With the new streetscape completed, we will be wrapping every commercial pole in garland and ribbon.

Upon your approval, I will publish the RFP and administer the bidding process. The Ogden, Depot and Roosevelt TIF districts will be the respective funding source for this project; Cermak's decorations will be paid for out of the City's General Fund. All expected costs have been budgeted for.

Recommendation: Approve and issue the attached RFP.

Respectfully submitted for your consideration,

Evan K. Summers
Project Operations Manager

REQUEST FOR PROPOSAL

2012 HOLIDAY DECORATIONS FOR THE CITY OF BERWYN, IL

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

HOLIDAY LIGHT DECORATIONS

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 bid opening local time and date specified below. Proposals shall be sealed and clearly marked on the front "**Proposal for Holiday Decorations**" **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

PROPOSALS ARE DUE NO LATER THAN: 1:00 pm, on October 17, 2012. Proposers shall submit four (4) copies of their proposal.

The RFP process shall following the timeline laid out below.

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 bid responses which are received later than the date and time stated above.

QUESTIONS: All questions and clarifications regarding this Request for Proposal must be submitted no later than October 16, 2012 by e-mailing or calling the following City Representative:

Evan K. Summers
Project Operations Manager
City of Berwyn
esummers@ci.berwyn.il.us
(708) 749-6541

TIMELINE:

Issuance of RFP	October 9, 2012
Questions Due	October 16, 2012
Proposals Due – 1:00pm	October 17, 2012
Open Bids – 2:00pm	October 17, 2012
Award Contract	October 23, 2012
Begin Decoration Install	November 14, 2012
Complete Decoration Install	November 21, 2012
Begin Decoration Removal	January 2, 2013
Complete Decoration Removal	January 5, 2013

INDEX:

Section I
Section II
Section III
Section IV
Section V

Request for Proposals
Specific Conditions and Instructions to this Proposal
General Conditions and Instructions to Proposers
Company References
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 Holiday Outdoor Light Decorations for a period beginning in accordance with the aforementioned timeline. The successful vendor will provide the light decorations and mounting hardware needed to decorate street light poles as described in Attachment A.

The holiday decorations must be new. All decorations and lighting must be in accordance with the aforementioned timeline and removed in accordance with the aforementioned timeline.

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 Representative no later than specified in the notice for proposals
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, unless otherwise stated. The vendor selected shall constitute this document (RFP) as binding and shall hold the full force of contractual obligations.
3. The proposer is responsible for all costs related to the preparation of this proposal.
4. Any cost associated with the delivery and installation of the Holiday Light Decorations 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 bid herein.
5. The format of the vendor's proposal must be consistent with the format of the specifications listed.
6. Proposed pricing and/or percentage discount shall be firm from the beginning date of the signed purchase order.
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 Holiday Light Decorations from other vendors as needed. The following shall be deemed necessary for a successful bid:
 - a. This proposal must be summarized in letter form on the vendor's letterhead stationary. 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 or exception to the City's terms must be noted in the letter.
 - b. A complete description and specifications of the decoration unit(s) including mounting hardware and length of connecting cord.
 - c. At least (3) references from companies or agencies that have purchased the proposed decorations from your company. The company's name and address, a contact name,

title and phone number, must be included with the reference information (Section IV).

- d. 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 proposals that the City considers incomplete due to the omission of the required information.

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 holiday light decorations. 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 the expense of the vendor, shall replace the holiday decorations (within seven (7) business days) to the complete satisfaction of the City. The replacement of the holiday decorations 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., A Scope.
4. Failure of the vendor to provide commodities within the time specified, unless extended/accepted 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 or adjust the contract, whichever is in the best interest of the City. In either 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 reject 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 written 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 shall be complete to be considered for contract 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 Holiday Light Decoration, warranty/product, reliability & functionality/product availability, references, delivery time, and special pricing & volume discounts.
4. Award, if made, shall be in the form of a Purchase Order. This RFP shall serve as binding guidance in conjunction of the Purchase Order. The terms and conditions in this RFP shall carry forward into any contract. The submittal of a purchase order be used as proof of acceptance of these terms.

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. A City representative or official 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. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other offeror. The City representative reserves the right to request the offeror to provide additional information during this process.

SPECIFIC CONDITIONS AND INSTRUCTIONS:

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 bid 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.

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 measures are necessary to ensure that the proposal reaches the office of the City Clerks 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 will not be opened and will not be considered for award.

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 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 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.

B. INSURANCE

1. **INSURANCE REQUIREMENTS.** The successful proposer shall provide insurance as follows:
 - a. **Certificate of Insurance: Cancellation of Modification**
 - (1). Before commencing work, the Proposer shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period.
 - (2). The Proposer shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy of policies.
 - (3). Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.

b. **Minimum Coverage**

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

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

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

- | | |
|-------------------------------------|---------------------------------|
| b. Automobile Liability | Combined
<u>Single Limit</u> |
| (1) Bodily Injury & Property Damage | \$500,000 |
- c. Worker's Compensation Insurance as required by Illinois state law.

The City requires that the Contractor's Insurance carrier be A-rated or better by A.M. Best.

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

c. 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.

d. Additional Insurance Requirements

Owner's Insurance shall not include coverage for loses or damage caused by the negligent act or omissions of Contractor of Subcontractors, or for damage to material or equipment while under the control of or stored by Contractor prior to installation or prior to inclusion of such material or equipment in construction. Contractor shall maintain appropriate insurance for such risks or occurrences.

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

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The proposer shall abide 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.

2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer'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 bid exactly what he/she proposes to furnish, and forward with his/her bid, 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 rests 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 requires to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the selected vendor. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award; this document shall serve as guidance and is considered contractually binding once the Purchase Order has been signed.

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. The City of Berwyn encourages and appreciates the use of local labor, product and services.
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. 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. **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.
 - b. **Terminated** due to the default, as described below.
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.
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, 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.
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 must be accompanied by a copy of the vendor's receipt. Submit invoice in duplicate to:

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

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

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

SECTION IV REFERENCES

The 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 holiday light decorations 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.

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 Holiday Light Decorations required for this contract.

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

The undersigned bidder states that this bid 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 person or persons associated with the project.

Delivery: Upon receipt of a purchase order from the City of Berwyn, the vendor guarantees delivery of the proposed Holiday Light Decoration by installation date.

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
_____	_____
_____	_____

PROPOSAL PRICES

2012

AREA I _____

AREA II _____

AREA III _____

AREA IV _____

UNIT COST

- 36" Outdoor Double Faced Wreaths Decorated Unlit Roping: _____
- 36" Unlit Natural Balsam Wreaths with Red Bows and Roping: _____
- 36" Natural Balsam Wreaths with Red Bows and Roping: _____
- Additional Large Red Bows: _____/each
- Additional Roping: _____/per foot

Signature: _____

Name of Contact _____

Company Address: _____

Company Contact: _____

Title of Contact: _____

Phone Number: _____

Date: _____

ATTACHMENT A

The contractor is required to supply all brackets and decorations, where specified by the City of Berwyn. The contractor is responsible for installation, maintenance and removal of decorations.

The decorations are to be installed and removed by the dates found in the aforementioned timeline. The contract will cover a one year period.

AREA I ROOSEVELT ROAD
Harlem Avenue to Ridgeland Avenue
South Side of Roosevelt Road
West side of Ridgeland Avenue
East side of Harlem

(55) Commercial poles to be decorated with unlit balsam roping with red ribbon; every pole.

AREA II CERMAK ROAD
Harlem Avenue to Lombard Avenue
Both sides of Cermak Road
East side of Harlem Avenue
West side of Lombard Avenue

(38) Commercial poles to be decorated with 36" unlit natural balsam wreaths with large red bows and unlit balsam roping with red ribbon; alternating ever other pole.

(61) Ornamental poles on Cermak Road, Lombard Avenue to Home Avenue to be decorated with 36" outdoor single-faced wreath mounted flush to the pole and facing the street decorated with unlit balsam roping with red ribbon; alternating every other pole.

AREA III OGDEN AVENUE
Harlem Avenue to Lombard Avenue
Both sides of Ogden Avenue
West side of Lombard Avenue
East side of Harlem Avenue

(80) Commercial poles to be decorated with large red bows and unlit balsam roping with red ribbon.

AREA IV DEPOT DISTRICT

Windsor Avenue – Harlem Avenue to Ridgeland Avenue

(East side of Harlem Avenue)

Stanley Avenue – Harlem Avenue to Ridgeland Avenue

(East side of Harlem Avenue)

Oak Park Avenue – 32nd Street to 34th Street

(both sides of Oak Park Avenue)

Grove Avenue – 32nd Street to 34th Street

(both sides of Grove Avenue)

- (68) Commercial poles decorated with 36” natural balsam wreaths with large red bows and unlit balsam roping with red ribbon; every corner pole.
- (44) Platform decorative poles to be decorated with large red bows and unlit balsam roping with red ribbon.

Notes:

- Roping should be wound on wire center from under the banner arms to the ground.
- Prospective bidders are encouraged to visit Berwyn to ascertain a visual scope of the project.

Unit Cost Pricing:

While the individual pole counts are assumed accurate, there may be slight deviations. To account for this, bidders are asked to submit unit costs for material. Unit costs pricing should include time and materials. Additional material requirements should be cleared through the City’s representative.

Appendix

- Typical commercial pole decorated with unlit balsam roping with red ribbon:



- Typical commercial pole decorated with 36" natural balsam wreath with large red bow and unlit balsam roping with red ribbon:



Appendix (continued)

- Typical large red bow:



(24" flocked bow)



K. Consent Agenda

K-1
The City of Berwyn



Nona N. Chapman
1st Ward Alderman

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

October 5, 2012

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

SUBJECT: Payroll September 26, 2012

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the October 9, 2012 meeting.

Payroll: September 26, 2012 in the amount of \$965,940.76.

Respectfully Submitted,

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

October 5, 2012

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

SUBJECT: Payables October 9, 2012 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the October 9, 2012 meeting.

Total Payables: October 9, 2012 in the amount of \$1,259,496.57.

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: 10/6/2011 - To Payment Date: 10/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
19279	09/24/2012	Open			Accounts Payable	Ascend Training	\$1,790.00		
19280	09/26/2012	Open			Accounts Payable	American Library Association	\$235.00		
19281	09/26/2012	Open			Accounts Payable	ComEd	\$683.38		
19282	09/26/2012	Open			Accounts Payable	Order Sons of Italy in America	\$160.00		
19283	09/26/2012	Open			Accounts Payable	Target Auto Parts	\$327.95		
19285	10/10/2012	Open			Accounts Payable	Joda Remodeling	\$3,300.00		
19286	10/10/2012	Open			Accounts Payable	1st Source America	\$1,375.18		
19287	10/10/2012	Open			Accounts Payable	5 Alarm Fire & Safety Equipment, Inc.	\$218.78		
19288	10/10/2012	Open			Accounts Payable	A & A Sprinkler Company, Inc.	\$1,212.00		
19289	10/10/2012	Open			Accounts Payable	A. Tarraf & Emilia L. Hernandez	\$1,475.00		
19290	10/10/2012	Open			Accounts Payable	ABC Automotive Electronics	\$545.00		
19291	10/10/2012	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$5,625.00		
19292	10/10/2012	Open			Accounts Payable	Able Printing Service	\$96.00		
19293	10/10/2012	Open			Accounts Payable	Abraham Lincoln Presidential Library	\$56.68		
19294	10/10/2012	Open			Accounts Payable	AETNA	\$27,076.74		
19295	10/10/2012	Open			Accounts Payable	Affiliated Customer Service, Inc.	\$885.00		
19296	10/10/2012	Open			Accounts Payable	AJ Warren Oil Company	\$50,065.74		
19297	10/10/2012	Open			Accounts Payable	Alcan Heating & Cooling	\$5,380.00		
19298	10/10/2012	Open			Accounts Payable	Alliance Entertainment	\$125.55		
19299	10/10/2012	Open			Accounts Payable	AmAudit	\$961.68		
19300	10/10/2012	Open			Accounts Payable	Amazon.com	\$1,475.78		
19301	10/10/2012	Open			Accounts Payable	Antonio Montiel	\$71.64		
19302	10/10/2012	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$258.00		
19303	10/10/2012	Open			Accounts Payable	Art Kamps, Bushwackers	\$100.00		
19304	10/10/2012	Open			Accounts Payable	Associated Tire and Battery	\$238.00		
19305	10/10/2012	Open			Accounts Payable	AT & T	\$6,115.17		
19306	10/10/2012	Open			Accounts Payable	AT & T	\$641.53		
19307	10/10/2012	Open			Accounts Payable	AT & T	\$13,469.15		
19308	10/10/2012	Open			Accounts Payable	AT&T Long Distance	\$4,451.75		
19309	10/10/2012	Open			Accounts Payable	AT&T Global Services, Inc.	\$210.00		
19310	10/10/2012	Open			Accounts Payable	AudioGo	\$446.52		
19311	10/10/2012	Open			Accounts Payable	AutoZone, Inc.	\$922.89		
19312	10/10/2012	Open			Accounts Payable	AWE Digital Learning Solutions	\$875.00		
19313	10/10/2012	Open			Accounts Payable	AWESOME Pest Service	\$725.00		
19314	10/10/2012	Open			Accounts Payable	B. Davids Landscaping	\$1,445.00		
19315	10/10/2012	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$302.64		
19316	10/10/2012	Open			Accounts Payable	Banc of America, Public Capital Corporation	\$5,512.68		
19317	10/10/2012	Open			Accounts Payable	Barbara Lloyd	\$20.00		
19318	10/10/2012	Open			Accounts Payable	Barge Terminal & Trucking	\$4,017.75		
19319	10/10/2012	Open			Accounts Payable	Berwyn Ace Hardware	\$15.98		
19320	10/10/2012	Open			Accounts Payable	Berwyn Development Corporation	\$31,450.00		
19321	10/10/2012	Open			Accounts Payable	Berwyn Development Corporation	\$86,000.00		
19322	10/10/2012	Open			Accounts Payable	Berwyn Main Street	\$500.00		
19323	10/10/2012	Open			Accounts Payable	Berwyn Park District	\$3,772.10		
19324	10/10/2012	Open			Accounts Payable	Bill Trischank	\$250.00		
19325	10/10/2012	Open			Accounts Payable	Bluders Tree Service & Landscaping	\$4,500.00		

Payment Register

From Payment Date: 10/6/2011 - To Payment Date: 10/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19326	10/10/2012	Open			Accounts Payable	Blue Moon Productions, Inc.	\$225.00		
19327	10/10/2012	Open			Accounts Payable	Brian Madden	\$540.00		
19328	10/10/2012	Open			Accounts Payable	Cassidy Tire	\$1,001.96		
19329	10/10/2012	Open			Accounts Payable	Cayuga Homes,LLC	\$3,475.00		
19330	10/10/2012	Open			Accounts Payable	Charles Moore	\$150.00		
19331	10/10/2012	Open			Accounts Payable	Chicago Badge Company	\$17.29		
19332	10/10/2012	Open			Accounts Payable	Chicago Office Technology Group	\$1,711.12		
19333	10/10/2012	Open			Accounts Payable	Chromate Corporation	\$650.18		
19334	10/10/2012	Open			Accounts Payable	Cicero - Berwyn Lodge #1510	\$140.00		
19335	10/10/2012	Open			Accounts Payable	Comcast Cable	\$157.44		
19336	10/10/2012	Open			Accounts Payable	ComEd	\$1,546.53		
19337	10/10/2012	Open			Accounts Payable	ComEd	\$23,857.69		
19338	10/10/2012	Open			Accounts Payable	Communication Revolving Fund	\$439.15		
19339	10/10/2012	Open			Accounts Payable	CSAGSI	\$42.00		
19340	10/10/2012	Open			Accounts Payable	Daisey Book Company	\$3,408.62		
19341	10/10/2012	Open			Accounts Payable	Dave Gniadek	\$100.00		
19342	10/10/2012	Open			Accounts Payable	David L. Wagge Sr.	\$180.00		
19343	10/10/2012	Open			Accounts Payable	Deece Automotive	\$3,705.00		
19344	10/10/2012	Open			Accounts Payable	Dell Marketing, LP	\$1,448.31		
19345	10/10/2012	Open			Accounts Payable	Dell Marketing, LP	\$894.93		
19346	10/10/2012	Open			Accounts Payable	Diamond Graphics, Inc.	\$1,065.00		
19347	10/10/2012	Open			Accounts Payable	Don Morris Architects, PC	\$17,669.68		
19348	10/10/2012	Open			Accounts Payable	E & M Maintenance Group	\$1,910.00		
19349	10/10/2012	Open			Accounts Payable	Easypemrit Postage	\$233.00		
19350	10/10/2012	Open			Accounts Payable	EBSCO	\$71.40		
19351	10/10/2012	Open			Accounts Payable	Eckert Enterprises, Inc.	\$650.00		
19352	10/10/2012	Open			Accounts Payable	Empire Cooler Service, Inc.	\$92.00		
19353	10/10/2012	Open			Accounts Payable	Enterprise Rent-a-Car	\$180.96		
19354	10/10/2012	Open			Accounts Payable	Essential Equipment Solutions	\$803.36		
19355	10/10/2012	Open			Accounts Payable	Exelon Energy Company	\$278.71		
19356	10/10/2012	Open			Accounts Payable	Federal Express Corporation	\$181.53		
19357	10/10/2012	Open			Accounts Payable	Felco Vending, Inc.	\$86.00		
19358	10/10/2012	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$2,110.00		
19359	10/10/2012	Open			Accounts Payable	Flash Electric Company	\$1,970.00		
19360	10/10/2012	Open			Accounts Payable	Fort Dearborn Life Insurance Company	\$5,660.95		
19361	10/10/2012	Open			Accounts Payable	Frank Novotny & Associates	\$930.00		
19362	10/10/2012	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$68.28		
19363	10/10/2012	Open			Accounts Payable	G.W.Berkheimer Co.,Inc.	\$187.50		
19364	10/10/2012	Open			Accounts Payable	Gabriel Sales	\$87.12		
19365	10/10/2012	Open			Accounts Payable	GALE	\$439.59		
19366	10/10/2012	Open			Accounts Payable	Gil Hebard Guns,Inc.	\$2,753.63		
19367	10/10/2012	Open			Accounts Payable	Goldstine,Skrodzki,Russian,Nemec & Hoff, LTD.	\$2,145.00		
19368	10/10/2012	Open			Accounts Payable	Goldstine,Skrodzki,Russian,Nemec & Hoff, LTD.	\$5,148.00		
19369	10/10/2012	Open			Accounts Payable	Grainger	\$58.83		
19370	10/10/2012	Open			Accounts Payable	Great Lakes Automatic Door, Inc.	\$173.25		
19371	10/10/2012	Open			Accounts Payable	Great West Electric Supply Company	\$76.25		
19372	10/10/2012	Open			Accounts Payable	Gropo Enterprises, LLC	\$1,475.00		

Payment Register

From Payment Date: 10/6/2011 - To Payment Date: 10/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19373	10/10/2012	Open			Accounts Payable	H-O-H Chemicals, Inc.	\$550.00		
19374	10/10/2012	Open			Accounts Payable	H. J. Mohr & Sons Company	\$3,548.97		
19375	10/10/2012	Open			Accounts Payable	Harlem Plumbing Supply	\$56.64		
19376	10/10/2012	Open			Accounts Payable	HD Supply Waterworks, LTD	\$17,795.00		
19377	10/10/2012	Open			Accounts Payable	Health Care Service Corporation	\$631,318.49		
19378	10/10/2012	Open			Accounts Payable	Heartland Consultants, Inc.	\$811.25		
19379	10/10/2012	Open			Accounts Payable	High PSI, LTD	\$491.45		
19380	10/10/2012	Open			Accounts Payable	Home Depot Credit Services	\$21.89		
19381	10/10/2012	Open			Accounts Payable	Illinois Heartland Library System	\$275.00		
19382	10/10/2012	Open			Accounts Payable	Illinois Paper & Copier Company	\$212.82		
19383	10/10/2012	Open			Accounts Payable	Infrasearch, Inc.	\$1,850.00		
19384	10/10/2012	Open			Accounts Payable	Ingram Library Services	\$2,532.65		
19385	10/10/2012	Open			Accounts Payable	Italian American Police Association of Illinois	\$150.00		
19386	10/10/2012	Open			Accounts Payable	J.T. General Contracting	\$11,195.00		
19387	10/10/2012	Open			Accounts Payable	Jack Phelan	\$63.11		
19388	10/10/2012	Open			Accounts Payable	Jack Phelan	\$171.53		
19389	10/10/2012	Open			Accounts Payable	Jack's Rental, Inc.	\$58.32		
19390	10/10/2012	Open			Accounts Payable	Jack's Rental, Inc.	\$2,507.09		
19391	10/10/2012	Open			Accounts Payable	James Frank	\$65.95		
19392	10/10/2012	Open			Accounts Payable	James Tadrowski	\$2,669.00		
19393	10/10/2012	Open			Accounts Payable	JNC Consulting, Inc.	\$2,600.00		
19394	10/10/2012	Open			Accounts Payable	Joe Johnson	\$475.00		
19395	10/10/2012	Open			Accounts Payable	John Quinn	\$225.00		
19396	10/10/2012	Open			Accounts Payable	John Tarullo	\$3,230.00		
19397	10/10/2012	Open			Accounts Payable	Jose Garcia	\$1,475.00		
19398	10/10/2012	Open			Accounts Payable	Josefina Campuzano	\$80.00		
19399	10/10/2012	Open			Accounts Payable	K's Quality Construction, Inc.	\$3,607.00		
19400	10/10/2012	Open			Accounts Payable	Kara Company, Inc.	\$158.16		
19401	10/10/2012	Open			Accounts Payable	KB Lawn and Mulch	\$1,605.00		
19402	10/10/2012	Open			Accounts Payable	L - K Fire Extinguisher Service	\$495.90		
19403	10/10/2012	Open			Accounts Payable	Laner Muchin Dombrow Becker Levin & Tech, Ltd	\$1,594.53		
19404	10/10/2012	Open			Accounts Payable	Larry Kral	\$125.00		
19405	10/10/2012	Open			Accounts Payable	Lawndale News	\$514.02		
19406	10/10/2012	Open			Accounts Payable	Looking Back	\$13.98		
19407	10/10/2012	Open			Accounts Payable	Louis Dominick Miceli	\$1,475.00		
19408	10/10/2012	Open			Accounts Payable	Lyons Tree Service, Inc.	\$5,310.00		
19409	10/10/2012	Open			Accounts Payable	McAdam Landscaping, Inc.	\$2,257.88		
19410	10/10/2012	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
19411	10/10/2012	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,828.00		
19412	10/10/2012	Open			Accounts Payable	McGulre's II, LLC	\$233.25		
19413	10/10/2012	Open			Accounts Payable	Meade Electric Company, Inc.	\$3,569.69		
19414	10/10/2012	Open			Accounts Payable	Medical Reimbursement Services, Inc.	\$5,580.00		
19415	10/10/2012	Open			Accounts Payable	Mesirow Insurance Services, Inc.	\$18.00		
19416	10/10/2012	Open			Accounts Payable	Michele D. Skryd	\$1,955.85		
19417	10/10/2012	Open			Accounts Payable	Midwest Tape	\$166.93		
19418	10/10/2012	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
19419	10/10/2012	Open			Accounts Payable	Miguel Munoz Construction	\$14,250.00		

Payment Register

From Payment Date: 10/6/2011 - To Payment Date: 10/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19420	10/10/2012	Open			Accounts Payable	Mike & Sons	\$3,703.95		
19421	10/10/2012	Open			Accounts Payable	Mike Fitzpatrick	\$75.00		
19422	10/10/2012	Open			Accounts Payable	Moten Empire, Inc.	\$1,475.00		
19423	10/10/2012	Open			Accounts Payable	MRA	\$18,814.50		
19424	10/10/2012	Open			Accounts Payable	Newsweb Radio Company	\$3,000.00		
19425	10/10/2012	Open			Accounts Payable	Nextel Communications	\$569.04		
19426	10/10/2012	Open			Accounts Payable	Nora Laurelo	\$292.72		
19427	10/10/2012	Open			Accounts Payable	North Berwyn School District #98	\$21,710.09		
19428	10/10/2012	Open			Accounts Payable	Office Depot	\$160.36		
19429	10/10/2012	Open			Accounts Payable	Office Equipment Sales	\$1,583.25		
19430	10/10/2012	Open			Accounts Payable	Orkin Pest Control	\$33.91		
19431	10/10/2012	Open			Accounts Payable	PACE Vanpool	\$400.00		
19432	10/10/2012	Open			Accounts Payable	Patrick N. Murray	\$2,362.50		
19433	10/10/2012	Open			Accounts Payable	Personalized Awards	\$435.10		
19434	10/10/2012	Open			Accounts Payable	Porter Lee Corporation	\$311.00		
19435	10/10/2012	Open			Accounts Payable	Power Washing Pros	\$9,999.99		
19436	10/10/2012	Open			Accounts Payable	Professional Pest Control, Inc.	\$65.00		
19437	10/10/2012	Open			Accounts Payable	Quarry Materials, Inc.	\$1,278.26		
19438	10/10/2012	Open			Accounts Payable	R.D.V. Electric, Inc.	\$801.29		
19439	10/10/2012	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$337.50		
19440	10/10/2012	Open			Accounts Payable	Ray Pelletier, Cordial Inn	\$50.00		
19441	10/10/2012	Open			Accounts Payable	Research Technology International	\$384.95		
19442	10/10/2012	Open			Accounts Payable	Restore Construction, Inc.	\$1,432.00		
19443	10/10/2012	Open			Accounts Payable	Robert E. Dwan	\$58.33		
19444	10/10/2012	Open			Accounts Payable	Robert R. Andreas & Sons	\$1,290.00		
19445	10/10/2012	Open			Accounts Payable	Ron Michalowicz	\$425.00		
19446	10/10/2012	Open			Accounts Payable	Roscoe Company	\$710.24		
19447	10/10/2012	Open			Accounts Payable	Rose's Catering	\$645.00		
19448	10/10/2012	Open			Accounts Payable	Ruth Wasukiewicz	\$5.00		
19449	10/10/2012	Open			Accounts Payable	Saber-Tooth Computing	\$5,850.00		
19450	10/10/2012	Open			Accounts Payable	Sam's Club / GEGRB	\$381.00		
19451	10/10/2012	Open			Accounts Payable	Sarah's Pony Rides	\$382.00		
19452	10/10/2012	Open			Accounts Payable	SBEF	\$550.00		
19453	10/10/2012	Open			Accounts Payable	Scol Decal Company, Inc.	\$1,339.25		
19454	10/10/2012	Open			Accounts Payable	Secretary of State	\$194.00		
19455	10/10/2012	Open			Accounts Payable	Secretary of State	\$99.00		
19456	10/10/2012	Open			Accounts Payable	Seguin RCA	\$50.00		
19457	10/10/2012	Open			Accounts Payable	Shane's Office Supply Company	\$19.00		
19458	10/10/2012	Open			Accounts Payable	Shoestring Business Marketing	\$317.61		
19459	10/10/2012	Open			Accounts Payable	Solid Equipment Service, Inc.	\$345.21		
19460	10/10/2012	Open			Accounts Payable	Sprint	\$320.72		
19461	10/10/2012	Open			Accounts Payable	Standard Equipment Company	\$1,125.03		
19462	10/10/2012	Open			Accounts Payable	Storino, Ramello & Durkin	\$1,886.35		
19463	10/10/2012	Open			Accounts Payable	Strictly Sewers	\$10,910.00		
19464	10/10/2012	Open			Accounts Payable	Studio R Architecture, Inc.	\$1,200.96		
19465	10/10/2012	Open			Accounts Payable	Suburban Laboratories, Inc.	\$312.50		
19466	10/10/2012	Open			Accounts Payable	Superior Lamp Inc.	\$269.67		
19467	10/10/2012	Open			Accounts Payable	Tamerling, Inc.	\$238.00		
19468	10/10/2012	Open			Accounts Payable	Tammy R. Clausen	\$58.61		
19468	10/10/2012	Open			Accounts Payable	Target Auto Parts	\$6,167.75		

Payment Register

From Payment Date: 10/6/2011 - To Payment Date: 10/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
19470	10/10/2012	Open			Accounts Payable	Teen Ink	\$188.00			
19471	10/10/2012	Open			Accounts Payable	Tele-Tron Ace Hardware	\$312.78			
19472	10/10/2012	Open			Accounts Payable	Tele-Tron Ace Hardware	\$291.24			
19473	10/10/2012	Open			Accounts Payable	The Sign Edge	\$39.00			
19474	10/10/2012	Open			Accounts Payable	Thiesse Plumbing	\$2,800.00			
19475	10/10/2012	Open			Accounts Payable	Thomas J. Pavlik	\$580.80			
19476	10/10/2012	Open			Accounts Payable	Those Funny Little People Enterprises, Inc.	\$1,375.00			
19477	10/10/2012	Open			Accounts Payable	Thyssenkrupp Elevator Corporation	\$633.00			
19478	10/10/2012	Open			Accounts Payable	Today's Business Solutions	\$823.10			
19479	10/10/2012	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$75.00			
19480	10/10/2012	Open			Accounts Payable	Truckpro - Chicago	\$451.46			
19481	10/10/2012	Open			Accounts Payable	U.S. Cellular	\$145.81			
19482	10/10/2012	Open			Accounts Payable	Uline	\$246.51			
19483	10/10/2012	Open			Accounts Payable	Unique Plumbing	\$32,140.85			
19484	10/10/2012	Open			Accounts Payable	Upstart, Inc.	\$156.42			
19485	10/10/2012	Open			Accounts Payable	US Gas	\$290.80			
19486	10/10/2012	Open			Accounts Payable	Verizon Wireless	\$228.06			
19487	10/10/2012	Open			Accounts Payable	Village of Arlington Heights	\$475.00			
19488	10/10/2012	Open			Accounts Payable	Walgreens Company	\$12.26			
19489	10/10/2012	Open			Accounts Payable	Wescon Underground, Inc.	\$2,500.00			
19490	10/10/2012	Open			Accounts Payable	West Payment Center	\$28.00			
19491	10/10/2012	Open			Accounts Payable	Windsor Legal Group, LLC	\$15,437.27			
19492	10/10/2012	Open			Accounts Payable	Wowballs USA	\$500.00			
19493	10/10/2012	Open			Accounts Payable	Youth Crossroads	\$1,025.00			
19494	10/10/2012	Open			Accounts Payable	Zee Medical, Inc.	\$165.70			
Type Check Totals:										
01 - General Cash Totals							215 Transactions	\$1,259,496.57		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	215	\$1,259,496.57	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	215	\$1,259,496.57	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	215	\$1,259,496.57	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 10/6/2011 - To Payment Date: 10/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	215	\$1,259,496.57	\$0.00	
Checks				Status	Count	Transaction Amount	Reconciled Amount		
				Open	215	\$1,259,496.57	\$0.00		
				Reconciled	0	\$0.00	\$0.00		
				Voided	0	\$0.00	\$0.00		
				Stopped	0	\$0.00	\$0.00		
				Total	215	\$1,259,496.57	\$0.00		
All				Status	Count	Transaction Amount	Reconciled Amount		
				Open	215	\$1,259,496.57	\$0.00		
				Reconciled	0	\$0.00	\$0.00		
				Voided	0	\$0.00	\$0.00		
				Stopped	0	\$0.00	\$0.00		
				Total	215	\$1,259,496.57	\$0.00		

K-3
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

October 4, 2012

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 September, 2012. 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,

A handwritten signature in black ink, appearing to read "Susan Bradley". The signature is written in a cursive style with a large initial "S".

Susan Bradley
For John Wysocki
Finance Director

BERWYN BUSINESSES - LICENSED IN SEPTEMBER, 2012 (STOREFRONTS)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME AND/OR OWNERS NAME</u>	<u>COMMENTS</u>
Carniceria Sanchez, Inc (new owner)	6301 W. 26th Street	Maria D. Sanchez	Food Mart (708) 749-3050
Healthy Hearts Doctors,LLC	6920 W. Ogden Avenue	Muhannad Kayal	Medical Office (708) 447-1700
Josefina Garcia Retail Store	2605 S. Ridgeland Avenue	Josefina Garcia	Beauty Products (708) 795-4813
Nutriguia Familiar	2619 S. Ridgeland Avenue	Cinthya Claudia Reyes	Health Products (708) 744-0408

BERWYN BUSINESSES - LICENSED IN SEPTEMBER, 2012 (PHONE USE ONLY)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
NONE			

**BUSINESS LICENSES ISSUED FOR SEPTEMBER, 2012
OUT OF TOWN CONTRACTORS**

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
K. H. Renovations	205 Cass, Westmont	K. H. Renovations, Inc.	Contractor (General)
Capitol Construction	1701 Quincy, Naperville	Capitol Construction Solutions	Contractor (General)
Lopez Plumbing Systems	5816 Claremont, Chicago	Lopez Plumbing Solutions, Inc.	Contractor (Plumber)
WJC Construction	9116 Ridgeland, Oak Lawn	WJC Construction, Inc.	Contractor (Tuckpointing)

Application Review

Business Name	Address	Last Update	Phone	ID #
<i>Core Learning Center</i>	<i>Suite 2</i>			13508
6816 W. Windsor Avenue	Berwyn IL 60402	9/26/2012		
<i>Raymond's Tacos and Burritos</i>			(708)	12365
6401 W. 34th Street	Berwyn IL 60402	7/8/2010		
Total Businesses				2

Application Pending

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

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>Berwyn Liquidators</i> 6609 W. Stanley Ave. Berwyn	IL 60402	2/21/2012	(708) 355-0790	13036
<i>Bride's Palace Inc.</i> 6907 W. Cermak Rd. Berwyn	IL 60402	4/13/2012	(708) 637-5138	13162
<i>Collisiion Centers of America Inc.</i> 6305 W. Ogden Ave. Berwyn	IL 60402	8/8/2012	(708) 788-5944	13389
<i>El Rancho Food Mart</i> 6512 1/2 W. Cermak Rd. Berwyn	IL 60402	9/19/2012	(225) 288-2326	13487
<i>Enterprise Rent -a- Car</i> 6301 W. Ogden Avenue Berwyn	IL 60402	3/16/2012	(708) 749-2000	12778
<i>Fernando Fuentes D.B.A. Roberto's Place</i> 3244 S. OakPark Avenue Berwyn	IL 60402	2/1/2012		13011
<i>Freedom Foot Clinics</i> 6842 W. Cermak Rd. Berwyn	IL 60402	7/24/2012	(708) 484-3599	13352
<i>Juan Ocampo d.b.a. Quality Auto Service</i> 6619 W. Cermak Rd. Berwyn	IL 60402	7/5/2012	(708) 749-7449	13304
<i>K ' Natural Inc.</i> 6610 W. Cermak Rd. Berwyn	IL 60402	6/9/2011	(708) 788-7900	12533
<i>Munoz Medical Center LLC</i> 3100 South Oak Park Avenue Berwyn	IL 60402	8/22/2011	(708) 484-2600	12702
<i>Pav Realtors</i> 6308 W. Cermak Road Berwyn	IL 60402	4/1/2011	(708) 795-7100	10965
<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
Total Businesses				14

Robert J. Lovero
Mayor

K-H



Charles D. Lazzara
Building Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-1427
www.berwyn-il.gov

October 1, 2012

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

Re: Building and Local Improvement Permits

Gentlemen:

Attached hereto is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of September, 2012 along with a copy of Permit Statistics for this same period.

Respectfully,

Charles D. Lazzara, Director
Building Department

CDL:cr
encs.

Report Of Building Permits Issued By The City Of Berwyn

Monday, October 01, 2012

Between: 9/1/2012 And 9/30/2012

Name and Address	Issued	Permit No.	Improvements	Cost Of	Cost Of
				Permit	Permit
Mario Carillo 1245 S. Wisconsin Avenue	9/6/2012	HVAC-B 7711-0	ATF: INSTALL FURNACE , DUCTWORK & A/C SYSTEM - INSTALL NEW A/C & LOCATE CONDENSOR TO CODE AT REAR OF HOUSE & 3 FT OFF OF LOT LINE.	\$4,000.00	\$445.00
ZNCCA Holdings, LLC 6601 W. Roosevelt Road	9/12/2012	Bldg-B 7712-0	TENANT IMPROVEMENT OF EXISTING STRUCTURE FOR NEW 7-11.	\$195,000.00	\$4,035.00
Ricardo Franco 2229 S. Wesley Avenue	9/20/2012	HVAC-B 7713-0	RADIATORS TO FORCED AIR: INSTALL DUCTWORK, FURNACE AND A/C. INST. DEDICATED ELECTRIC LINE FOR HVAC SYSTEM. CONDENSOR MUST BE BEHIND HOUSE & 3 FT OFF OF LOT LINE	\$5,000.00	\$355.00
Richard A. Nantus 1409 S. Kenilworth Avenue	9/21/2012	Gar-B 7714-0	DEMOLISH OLD GARAGE: BUILD NEW DET. FRAME GARAGE 18 X 20 X 12H	\$12,067.00	\$255.00
Alicia Garibay 2515 S. Ridgeland Avenue	9/26/2012	Bldg-B 7715-0	ATF: BASEMENT BATHROOM - REMOVE PVC PIPING - INST CAST IRON UNDERGR, INST. VENT PIPING FOR TOILET, LAV & SHOWER & WATER LINES.	\$2,700.00	\$305.00
J & B Hernandez 6835 W. 29th Place	9/27/2012	Gar-B 7716-0	DEMO OLD BRICK GARAGE & CONSTRUCT A NEW DET.FRAME GARAGE 20 X 20 X 12H	\$11,800.00	\$305.00
Arnold & Maria Mendoza 3115 S. East Avenue	9/27/2012	Gar-B 7717-0	DEMOLISH OLD GARAGE & BUILD NEW DET. FRAME GARAGE 24 X 22 X 14 H.	\$14,000.00	\$355.00
ZNCCA Holdings, LLC 6605 W. Roosevelt Road	9/28/2012	Bldg-B 7718-0	INSTALL A NEW ADA BATHROOM, NEW ELECTRICAL, LIGHT FIXTURES, DROP CEILING AND DUCTWORK.	\$19,200.00	\$1,155.00
Jose Rodriguez 1447 S. Highland Avenue	9/28/2012	HVAC-B 7719-0	REMOVE BOILER AND INSTALL FORCED AIR FURNACE, DUCTWORK AND A/C UNIT - A/C UNIT MUST BE INSTALLED BEHIND THE HOUSE AT LEAST 3FT OFF THE LOT LINE.	\$2,500.00	\$355.00
AJZ-Berwyn-LLC 6539 W. Ogden Avenue	9/28/2012	Bldg-R 7670-2	ADDITIONAL INSPECTION INCURRED DURING THE CONTRUCTION PROCESS.	\$0.00	\$1,550.00
Virginia Rosales 1446 S. Kenitworth Avenue	9/6/2012	Bldg-R 7707-1	ROUGH FRAMING RE INSPECTION OF FRONT PORCH FOR LAG BOLTS ON HEADER	\$0.00	\$50.00
11 Building Permits Issued During Period	Totals			<u>\$266,267.00</u>	<u>\$9,165.00</u>

Permits Issued By The Building Department

Monday, October 01, 2012

Between: 9/1/2012 And 9/30/2012

<u>Building</u>	Permits Issued: 5	Cost of Improvements: \$216,900.00
<u>Dumpster</u>	Permits Issued: 8	Cost of Improvements: \$300.00
<u>Electrical</u>	Permits Issued: 36	Cost of Improvements: \$31,384.00
<u>Fence</u>	Permits Issued: 10	Cost of Improvements: \$8,068.00
<u>Garage</u>	Permits Issued: 3	Cost of Improvements: \$37,867.00
<u>HVAC</u>	Permits Issued: 20	Cost of Improvements: \$119,587.00
<u>Local Improvement</u>	Permits Issued: 152	Cost of Improvements: \$574,724.00
<u>Plumbing</u>	Permits Issued: 24	Cost of Improvements: \$26,837.00
<u>POD</u>	Permits Issued: 2	Cost of Improvements: \$300.00
<u>Roofing</u>	Permits Issued: 72	Cost of Improvements: \$428,549.22
<u>Sign</u>	Permits Issued: 2	Cost of Improvements: \$13,500.00
Total Permits: 334		Total Improvements: \$1,458,016.22

Fees Collected

Building Permit	\$265.00
Building Final	\$5,720.00
Local Improvement Permit	\$11,110.00

Permits Issued By The Building Department

Monday, October 01, 2012

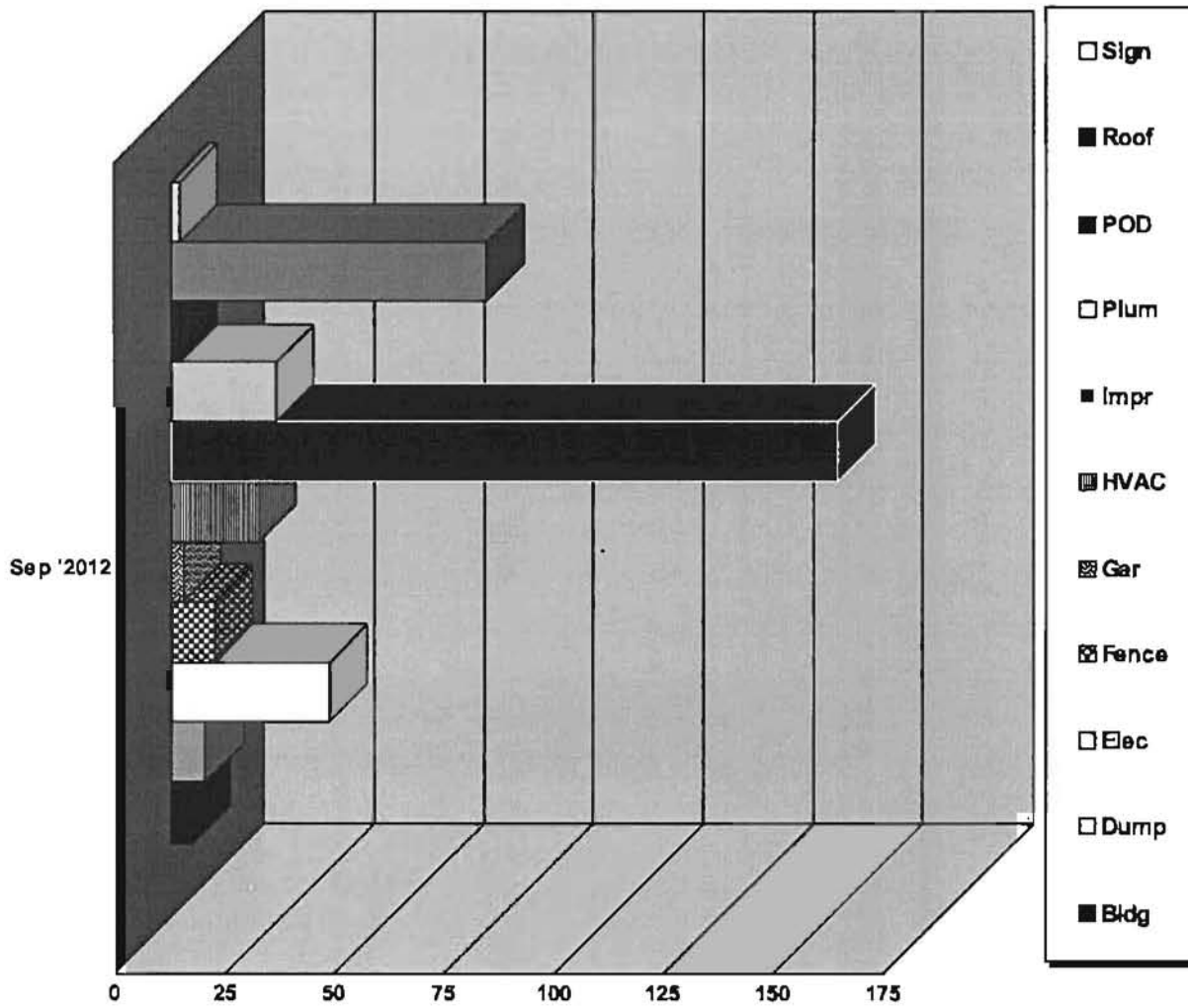
Between: 9/1/2012 And 9/30/2012

Electrical Fees	\$885.00
Electric (Underground)	\$150.00
Electrical Service	\$125.00
Electrical Inspection	\$4,490.00
Signs	\$125.00
Framing Inspection	\$1,510.00
Inspection	\$8,525.00
Fence Fees	\$255.00
Plumbing Fees	\$805.00
Plumbing Inspection	\$3,100.00
Plumbing Inspection (Underground)	\$600.00
Post Hole Inspection	\$895.00
HVAC Permit	\$2,280.00
HVAC Inspection	\$2,205.00
Service Charge	\$175.00
Insulation/Fire Stopping Inspection	\$330.00
Demolition Fees	\$75.00
Dumpster	\$1,550.00
POD	\$100.00
Pre-Pour Inspection	\$1,540.00
Stack Test	\$300.00
Fine - Working Without Permit	\$250.00
Roof Covering Fees	\$5,865.00
Garage Permit	\$300.00
Refrigeration Fees	\$50.00
Fire Department	\$500.00
Health Department	\$50.00
Plan Review Fee - w/Permits	\$1,705.00
Total Fees Collected	\$55,835.00

Permits Issued

Monday, October 1, 2012 4:23 PM

For Period Beginning 9/1/2012 And Ending 9/30/2012



Permit Detail

2012	September	Bldg	5
2012	September	Dump	8
2012	September	Elec	38
2012	September	Fence	10
2012	September	Gar	3
2012	September	HVAC	20
2012	September	Impr	152
2012	September	Plum	24
2012	September	POD	2
2012	September	Roof	72
2012	September	Sign	2

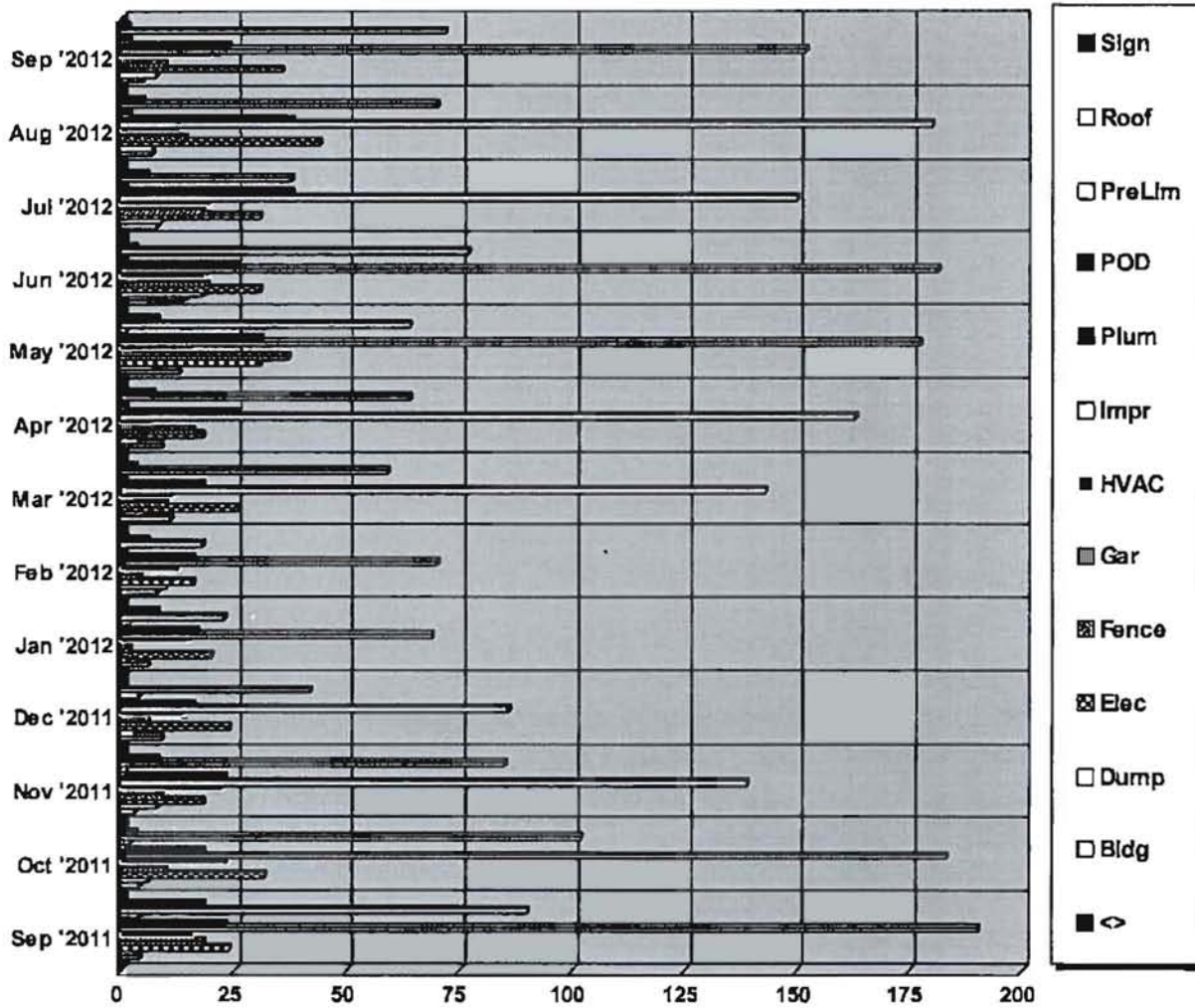
334

Total Permits Issued 334

Permits Issued

Monday, October 1, 2012 4:22 PM

For Period Beginning 9/1/2011 And Ending 9/30/2012



Permit Detail

2012	September	Bldg	5
2012	September	Dump	8
2012	September	Elec	36
2012	September	Fence	10
2012	September	Gar	3
2012	September	HVAC	20
2012	September	Impr	152
2012	September	Plum	24
2012	September	POD	2
2012	September	Roof	72
2012	September	Sign	2

334

2012	July	Bldg	1
2012	July	Dump	8
2012	July	Elec	31
2012	July	Fence	18
2012	July	Gar	5
2012	July	HVAC	20
2012	July	Impr	150
2012	July	Plum	38
2012	July	Roof	38
2012	July	Sign	8

324

2012	August	Bldg	7
2012	August	Dump	7
2012	August	Elec	44
2012	August	Fence	14
2012	August	Gar	2
2012	August	HVAC	13
2012	August	Impr	180
2012	August	Plum	38
2012	August	POD	2
2012	August	Roof	70
2012	August	Sign	5

382

2012	June	Bldg	14
2012	June	Dump	18
2012	June	Elec	31
2012	June	Fence	19
2012	June	Gar	4
2012	June	HVAC	19
2012	June	Impr	181
2012	June	Plum	26
2012	June	Roof	77
2012	June	Sign	3

382

Permit Detail

2012	May	Bldg	13
2012	May	Dump	7
2012	May	Elec	31
2012	May	Fence	37
2012	May	Gar	5
2012	May	HVAC	16
2012	May	Impr	177
2012	May	Plum	31
2012	May	PreLim	1
2012	May	Roof	64
2012	May	Sign	8

380

2012	April	Bldg	9
2012	April	Dump	4
2012	April	Elec	18
2012	April	Fence	16
2012	April	Gar	3
2012	April	HVAC	7
2012	April	Impr	163
2012	April	Plum	26
2012	April	POD	1
2012	April	Roof	64
2012	April	Sign	7

318

2012	March	Bldg	11
2012	March	Dump	5
2012	March	Elec	26
2012	March	Fence	10
2012	March	Gar	3
2012	March	HVAC	12
2012	March	Impr	143
2012	March	Plum	18
2012	March	Roof	59
2012	March	Sign	3

290

2012	February	Bldg	8
2012	February	Dump	10
2012	February	Elec	16
2012	February	Fence	4
2012	February	Gar	4
2012	February	HVAC	13
2012	February	Impr	70
2012	February	Plum	16
2012	February	Roof	18
2012	February	Sign	8

165

2012	January	Bldg	8
2012	January	Dump	4
2012	January	Elec	20
2012	January	Fence	2
2012	January	Gar	1
2012	January	HVAC	15
2012	January	Impr	69
2012	January	Plum	17
2012	January	PreLim	2
2012	January	Roof	23
2012	January	Sign	8

187

2011	December	Bldg	9
2011	December	Dump	3
2011	December	Elec	24
2011	December	Fence	8
2011	December	Gar	8
2011	December	HVAC	14
2011	December	Impr	86
2011	December	Plum	16
2011	December	POD	1
2011	December	PreLim	4
2011	December	Roof	42
2011	December	Sign	1

212

2011	November		1
2011	November	Bldg	3
2011	November	Dump	8
2011	November	Elec	18
2011	November	Fence	9
2011	November	Gar	8
2011	November	HVAC	23
2011	November	Impr	139
2011	November	Plum	23
2011	November	POD	1
2011	November	PreLim	1
2011	November	Roof	85
2011	November	Sign	8

327

2011	October	Bldg	4
2011	October	Dump	6
2011	October	Elec	32
2011	October	Fence	10
2011	October	Gar	4
2011	October	HVAC	24
2011	October	Impr	183
2011	October	Plum	18
2011	October	POD	1
2011	October	PreLim	2
2011	October	Roof	102
2011	October	Sign	3

389

2011	September	Bldg	4
2011	September	Dump	3
2011	September	Elec	24
2011	September	Fence	18
2011	September	Gar	1
2011	September	HVAC	18
2011	September	Impr	190
2011	September	Plum	23
2011	September	POD	1
2011	September	PreLim	4
2011	September	Roof	90
2011	September	Sign	18

392

Permit Detail

Total Permits Issued **4082**

K-5

STICKNEY-FOREST VIEW LIONS CLUB

**4126 S. CLINTON AVE.
STICKNEY, IL 60402**

CITY OF BERWYN
CLERK'S OFFICE

2012 SEP 26 A 10:24

September 24, 2012

Mr. Thomas J. Pavlik
Berwyn City Clerk
6700 W. 26th Street
Berwyn, Il 60402

Dear Mr. Pavlik,

On Friday October 12th and Saturday October 13th, the Stickney Forest View Lions Club will solicit funds to help humanity. Our primary goal is to eliminate blindness from the world in our lifetime and to help the hearing impaired.

No matter the amount of the donation received, those giving will receive a roll of traditional mint or flavored candy.


Since Berwyn has no Lions Club, we ask that you give us your City's permission to solicit funds throughout the Streets of South Berwyn.

Our main areas would be at the train stations and Ogden and Oak Park Avenues. As you know, we will be "shaking our cans" and offering rolls of candy for a donation.

A copy of our liability Insurance is attached.

For your anticipated permission.

Sincerely,



Alan J. Brinker
Candy Day Chairman 2011
4126 S. Clinton Ave.
Stickney, Il 60402
708-788-4040

K.L

NORTH BERWYN PARK DISTRICT

October 2, 2012

The Honorable Mayor
Robert J Lovero

City Council
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

Subject: Fall Festival

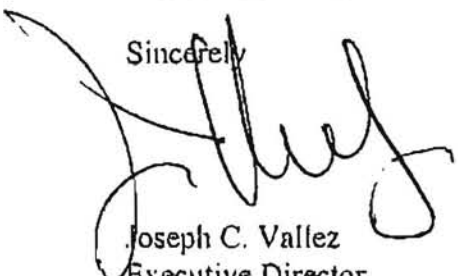
Dear Mayor Lovero and Aldermen:

I respectfully request your approval to close the alley ways surrounding Berwyn gardens park on Saturday, October 20, 2012 for the district's annual Fall Festival. This event is attended by over 800 people from the community.

I request the alleys north and south of Berwyn Gardens, from Wisconsin to Grove, and the streets Clinton and Home closed between the alley ways.

Please feel free to contact me if you have any questions regarding this request.

Sincerely



Joseph C. Vallez
Executive Director



**BERWYN
FIREFIGHTERS UNION**

LOCAL 506
International Association of Fire Fighters
Affiliated with AFL-CIO-CLC
Associated Fire Fighters of Illinois

October, 2012

To: Mayor Lovero and Members of the Berwyn City Council

Re: Berwyn Fire Fighters Local 506 Cancer Drive

The Berwyn Fire Fighters Local 506 would like to conduct a **"Pass the Helmet Drive"** and go **"Passionately Pink for the Cure"** on October 27, 2012 to educate our Community about breast cancer and to raise funds for Susan G. Komen for the Cure. This would be our fourth year conducting this Drive in the City of Berwyn. In the past three years we raised over \$12,000.00 for the American Cancer Society.

As a member of the Berwyn Fire Fighters Association Local 506, I am requesting permission for our Firefighters, in conjunction with the Berwyn Fire Department to collect donations at various intersections though out the City of Berwyn.

This will take place on **Saturday October 27, 2012** and will go from **9:00 am** to **1:00 pm**.

Thank you for your consideration in this matter.

Respectfully,

Daniel Simek
Local 506 Cancer Drive

Cc: Chief Denis O'Halloran

Berwyn Firefighters are NOT Afraid to Wear Pink!