



City of Berwyn

City Council Meeting

September 13, 2011



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

BERWYN CITY COUNCIL MEETING
SEPTEMBER 13, 2011

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 8/23/11-COW-8/23/11
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC-TIF APPLICATION-REEL ART, 6727 STANLEY AVE.
 - 2. BDC-TIF APPLICATION-THE MATH SPOT, 3100 OAK PARK AVE., 2ND FLOOR
 - 3. BDC-TIF APPLICATION-CABIN FEVER, 3202-08 GROVE AVE.
 - 4. BDC-TIF APPLICATION -12TH STREET RAG, 7023 W. ROOSEVELT RD.
 - 5. BDC-ORDINANCE APPROVING LAND LEASE WITH BERWYN GATEWAY PARTNERS
 - 6. BDC-2011 HOLIDAY DECORATION RFP
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. DEFERRED ALDERMAN SKRYD-STORM WATER UTILITY
 - 2. MAIN STREET RESOLUTION/CLOSURE OF CERMAK RD FOR HOUBY DAY PARADE
 - 3. MAIN STREET 43RD HOUBY DAY REQUEST
 - 4. ALDERMAN CHAPMAN-'PUT OUT THE FLAMES" EVENT
 - 5. BUDGET CHAIR CHAPMAN-REVIEW OF BUDGET REVENUES AND EXPENSES 8/29/11
 - 6. BUDGET CHAIR CHAPMAN-REVIEW INCREASING LINE ITEM -9/6/11
 - 7. B/Z/P/C CHAIR LAURETO-REFERRAL ITEM # 16 DATED 6/28/11-COMMUNICATION FROM THE CHICAGO ASSOC. OF REALTORS, WEST TOWN CHAPTER


(J) STAFF REPORTS


1. LIBRARY DIRECTOR-REPLACEMENT OF AV LIBRARY ASSISTANT I
2. BERWYN PARK DISTRICT-INTERGOVERNMENTAL AGREEMENT FOR 6846 WINDSOR AVE,
3. FIRE CHIEF-RECOMMENDATION FOR COMPETITIVE BIDDING ON REPLACEMENT EMERGENCY WARNING TORNADO SIREN
4. POLICE DEPARTMENT FACILITY SECURITY SYSTEM UPGRADES
5. CITY ATTORNEY-SETTLEMENT 10 WC 11786 & 07 WC 156665
6. CITY ADMINISTRATOR-RECOMMENDATION OF BOTH AN ELEVATOR AND GENERAL CONTRACTOR LIBRARY DCEO GRANT
7. FIN/DIR-AMERICAN EXPRESS REWARD POINTS
8. FIN/DIR-HEALTH AND DENTAL INSURANCE SAVINGS
9. FIN/DIR-2011 SUPPLEMENTAL APPROPRIATIONS ORDINANCE
10. TRAFFIC ENGINEER-REVISIONS TO RESIDENT PARKING ONLY
11. TRAFFIC ENGINEER-ORDINANCE FOR SUPERZONE PARKING ON WESLEY AVE.
12. PW/DIR-2011 COST SHARED SIDEWALK PROGRAM
13. PW/DIR-2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SIDEWALK PROGRAM, BLOCK # 11-07

(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-8/31/11-\$930,399.69
2. BUDGET CHAIR-PAYABLES-9/13/11-\$1,491,602.97
3. BUILDING & LOCAL IMPROVEMENT PERMITS-AUGUST, 2011
4. LICENSING & COLLECTIONS-BUSINESS LICENSE ISSUED AUGUST, 2011
5. CATVANDO EVENT SALE-9/24/11-(FRONT SECTION OF VFW PARKING LOT)
6. ANNUAL KIWANIS PEANUT DAY-9/21 THRU 9/24/11
7. ANNUAL BERWYN-CICERO-STICKNEY-CROP HUNGER WALK-10/23/11
8. BERWYN PARK DISTRICT KABOOM KOOL-AID PLAYGROUND BUILD AT SMIRZ PARK/STREET CLOSURE-9-22-11
9. SAINT ODILO CATHOLIC CHURCH-OKTOBERFEST/STREET CLOSURE-9-25-11
10. NEWLIFE COMMUNITY CHURCH-THANK YOU LETTER TO THE CITY
11. BLOCK PARTY-2100 SCOVILLE-9/24/11
12. BLOCK PARTY-2300 HARVEY-9/17/11
13. BLOCK PARTY-2300 CUYLER-9/24/11
14. UCC NORTH CONGREGATIONAL CHURCH-YARD SALE (ON PROPERTY)-1241 OAK PARK-9/17/11

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THOMAS J. PAVLIK -CITY CLERK




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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES BERWYN
CITY COUNCIL
August 23, 2011

- 
1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Santoy, Polashek, Avila, Laureto, Absent: Skryd. Thereafter, Avila made a motion, seconded by Santoy, to excuse Alderman Skryd. The motion carried by a voice vote.
 2. The Pledge of Allegiance was recited and a moment of silence was had for the Men and Women on the streets of Berwyn protecting our safety, along with the Men and Women in the Armed Forces.
 3. The Open Forum portion of the meeting was announced. The Mayor recognized a resident from 2240 Oak Park Ave. who expressed his concerns regarding the alleyway behind the Bank Building on Oak Park and Cermak and questioned the one way east-west alley and the future plans. The Mayor stated that the alley will be part of any new development and will be addressed once the city has secured a tenant. The Mayor recognized Jeff Janda Executive Director from the Berwyn Park District who announced the new KaBOOM project for September 22, 2011 at 3410 Highland Ave. at Smirz Park and presented an informational brochure and announced that Kool-Aid is the National sponsor. Aldermen Avila then announced the Berwyn Gardens next KaBoom project for October 8, 2011, being sponsored by BlueCross/BlueShield. The Mayor recognized a representative from Youth Crossroads organization regarding their event to be held August 28, 2011 at the Cicero Community Park (35th & Laramie) between 5:00 p.m. and 9:00 P.M. regarding Stay Alive Project, Don't Text and Drive, Text Responsibly.
 4. The minutes of the Berwyn City Council Meeting, held August 9, 2011 and the Committee of the Whole, held on August 9, 2011, were submitted. Thereafter, Avila made a motion, Chapman by Polashek, to concur and approve as submitted. The motion carried by a voice vote.

BERWYN CITY COUNCIL MINUTES

August 23, 2011

5. The Berwyn Development Corporation submitted a communication regarding the Roosevelt Road Lighted Crosswalk Change Order. The Mayor then recognized Executive Director Anthony Griffin of the Berwyn Development Corporation who reviewed same. Thereafter, a motion by Laureto, seconded by Boyajian, to concur and approve as submitted in the amount not to exceed of \$17,941.62. Thereafter, the motion carried by a unanimous roll call vote.
6. A deferred communication from the Zoning Board of Appeals regarding a Resolution/Ordinance for Willene Britt-6401 W. 16th Street, Conditional Use for Day Care Center. The Mayor recognized resident Alderman Polashek who presented a list of questions submitted to the requester, mostly regarding parking. Polashek stated that all were answered satisfactorily, noting that the potential owners were available for comment and/or questions. Alderman Paul questioned the fact that 16th street is a County road, but is satisfied knowing that whatever decision is made, is okayed by Cook County, regarding the location. Thereafter, a motion by Polashek, seconded by Avila to concur and **adopt** the ordinance as presented and authorize the cooperate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
7. Alderman Paul submitted a communication regarding restricted parking on the 2500 Block of Wesley. Thereafter, Paul made a motion seconded by Boyajian to concur and refer the matter to the Law Department. The motion carried by a voice vote.
8. Berwyn Main Street submitted a communication regarding the City of Berwyn and Berwyn Main Street agreement. Thereafter, the Mayor recognized Executive Director of Berwyn Main Street, Dario Solano, who reviewed the agreement, noting that Berwyn Main Street has received their official designation from the Illinois Main Street. After discussion, Solano supplied City Council with copies of budgetary balance sheet information, as requested by Alderman Chapman. Thereafter, Polashek made a motion, seconded by Santoy, to concur and approved as submitted and authorize the Corporate Authorizes to enter into an agreement. The motion carried by the following call of

BERWYN CITY COUNCIL MINUTES

August 23, 2011

the roll; Yea: Chapman, Santoy, Polashek, Avila, Laureto. Nay: Boyajian, Paul. Absent, Skryd.

9. Alderman Skryd submitted a communication regarding City of Berwyn Litigation costs. Thereafter, a motion by Polashek, seconded by Boyajian, to refer the matter to the Mayor and the Law Department. Motion carried by a voice vote.
10. Alderman Skryd submitted a communication regarding Strom Water Utility. Thereafter, Boyajian made a motion, seconded by Avila, to defer the matter for three weeks. The motion carried by a voice vote.
11. Public Works Director Schiller submitted a communication regarding a request to amend not-to-exceed amount of the 2011 Water & Sewer Utility Maintenance Contract. Thereafter, Boyajian made a motion, seconded by Avila, to concur and approve as submitted in an amount not to exceed \$125,000. The motion carried by a unanimous roll call vote.
12. Public Works Director Schiller submitted a communication requesting permission to seek sealed proposals for the 2011 Cost Shared Sidewalk Replacement Program. Thereafter, Boyajian, made a motion, seconded by Avila, to concur and grant permission. The motion carried by a voice vote.
13. A motion by Chapman, seconded by Boyajian, to suspend the rules and bring forward item K-11 from the consent agenda. The motion carried by a voice vote. Item K-11 is a request from the Urban Mutt to hold a Dog-toberfest event on Sunday October 23, 2011. After discussion, a motion by Chapman, seconded by Paul, to concur, grant permission and refer the matter to the City Clerk to ensure liability insurance coverage is on file. The motion carried by a voice vote.
14. The Consent Agenda Items K-1 thru K-10 & K-12 thru K-16 were submitted:

BERWYN CITY COUNCIL MINUTES

August 23, 2011

- K-1 Budget Chair-Payroll- 8/17/11-\$1,053,466.42
- K-2 Budget Chair-Payables-8/23/11-\$703,312.40
- K-3 Polashek-Handicap Sign, E. Diaz-1644 Elmwood-**DENY**
- K-4 Polashek-Handicap Sign, P. Espinoza-1824 Gunderson-**APPROVE**
- K-5 Polashek-Handicap Sign, C. Sturkey-1618 Euclid-**APPROVE**
- K-6 Skryd-Handicap Sign, M. B. Nowacki-2834 Cuyler-**APPROVE**
- K-7 Laureto-Street Closure/Commodore Barry Post # 256-8/20/11
- K-8 Knights of Columbus-Monsignor Farrell Council # 4200-Tootsle
Roll sale 9/16, 9/17, & 9/18/2011
- K-9 Girl Scout of Greater Chicago Cookie Sale-Product Programs
Solicitation Permit
- K-10 First Congregational Church-Festival & Classic Car Show-St.
Closure/Gunderson between 34th St. & Ogden-8/28/11
- K-12 New Life Church-Rummage Sale & Outdoor Cooking-9/3/11
- K-13 Tighter O' Stylies-Outdoor show Music Showcase Event-9/3 &
9/4/2011
- K-14 Fitzgerald's Outdoor show "Under the Stars"-9/2/11
- K-15 Block Party-1900 Harvey-8/27/11
- K-16 Block Party-2800 Wenonag-9/10/11

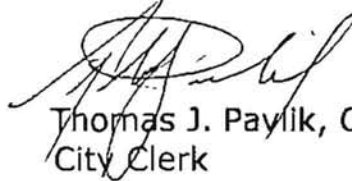
A motion by Avila, seconded by Polashek to concur by Omnibus Vote Designation. Motion carried by a voice vote.

- 15. Alderman Chapman called a Budget Committee meeting, as previously called, for Monday August 29, 2011 at 4:30 p.m.
- 16. Alderman Polashek called a Recreation Committee meeting, as previously called, for Monday August 29, 2011 at 6:30 p.m.
- 17. Alderman Laureto called a Building/Zoning/Planning Committee meeting, as previously called, for Monday August 29, 2011 at 5:30 p.m.

BERWYN CITY COUNCIL MINUTES
August 23, 2011

18. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Polashek, to adjourn at the hour of 8:44 p.m. The motion carried by a voice vote.

Respectfully submitted,

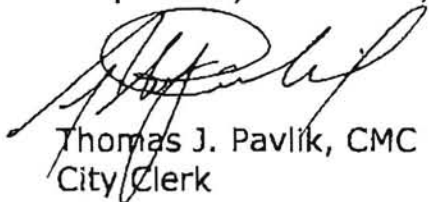


Thomas J. Paylik, CMC
City Clerk

**MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
AUGUST 23, 2011**

1. Mayor Lovero called the Committee of the Whole to order at 7:04 p.m., upon the call of the roll, the following responded present. Chapman, Boyajian, Paul, Santoy Polashek, Avila, Laureto, Absent: Skryd.
2. Alderman Boyajian made a motion, seconded by Alderman Polashek to excuse Alderman Skryd. The motion carried by a voice vote.
3. The Mayor stated that there is no business for the open Committee of the Whole and asked for a motion to go the Closed Committee of the Whole for Pending Litigation, Land Acquisition, and Real Estate. Thereafter, a motion by Boyajian, seconded by Avila, to close the Committee of the Whole at 7:05 p.m. The motion carried by a voice vote.
4. A motion was made in the Closed Committee of the Whole to reopen the Committee of the whole at 7:40 p.m. A motion by Avila, seconded by Boyajian. The motion carried by a voice vote.
5. There being no further business to come before the Committee of the Whole meeting, same was after a motion by Avila, seconded Santoy, to adjourn at 7:40 p.m. The motion carried by a voice vote.

Respectfully submitted,


Thomas J. Pavlík, CMC
City Clerk



D. Bid Openings Tabulations



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



September 13, 2011

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

Re: TIF application – Reel Art, 6727 Stanley Ave.

Dear Mayor and City Council,

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


TIF assistance will be applied to the acquisition and rehabilitation of the property. The 6,200 sq. ft. commercial space will be used to relocate and expand a Chicago business. The space was formerly occupied by Krahl Construction and has been vacant since 2009.

Total TIF eligible costs for the project are estimated at \$236,315. Additional project costs were not included at this time, including interior build-out which the applicant will pay for without TIF assistance so total development costs are expected to exceed \$400,000. The applicant has been in business since 1992 and specializes in retail sales of collectible paper ephemera on the internet and at exhibits around the world. The applicant is a regular at comic and collectible conventions worldwide including having a major and prominent booth at this year's Comic Con Las Vegas.

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 \$150,000. Approval is contingent upon design approval by the Ogden/Depot TIF committee and the applicant receiving all appropriate City permits.

With the consent of City Council, Reel Art can commence work on their project and contribute to the revitalization efforts taking place in the Depot District.

Respectfully submitted for your consideration,


Anthony W. Griffin



ER-2

September 13, 2011

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

Re: TIF application – The Math Spot, 3100 Oak Park Ave., 2nd Floor

Dear Mayor and City Council,

Applicant is requesting TIF funds for façade improvements at her leased commercial space. The TIF scope of work includes signage. The applicant submitted a Tier I TIF application. To this extent, the applicant is requesting TIF funds for the signage improvement application at this location.

The application meets the procedural requirements of the Berwyn TIF application which was reviewed by Berwyn Development Corporation (BDC) staff and then processed for consideration. The proposed unit is part of a larger parcel whose property tax is estimated at \$30,000.

The BDC's Board of Directors and the Ogden/Depot TIF committee have both agreed to recommend approval of the below specified TIF monies regarding The Math Spot's TIF eligible project costs.

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 \$1,365.63. As part of our process, BDC staff will validate work performed and eligibility prior to any payments. Furthermore, the BDC will ensure the applicant will not receive any TIF monies prior to obtaining proper City permits.

With the consent of City Council, The Math Spot can commence work on their project and contribute to the revitalization efforts taking place in the Depot District.

Respectfully submitted for your consideration,


Anthony W. Griffin



3-3

September 13, 2011

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

Re: TIF application – Cabin Fever, 3202-08 Grove Ave.

Dear Mayor and City Council,

Applicants are requesting TIF funds for façade improvements at their commercial space. The TIF scope of work includes awning, signage and lighting. The applicants submitted a Tier I TIF application. To this extent, the applicants are requesting TIF funds for redevelopment work at this location.


The application meets the procedural requirements of the Berwyn TIF application which was reviewed by Berwyn Development Corporation (BDC) staff and then processed for consideration. A 5-year revenue forecast shows that the business would produce \$76,086 in property tax revenue.

The BDC's Board of Directors and the Ogden/Depot TIF committee have both agreed to recommend approval of the below specified TIF monies regarding Cabin Fever's TIF eligible project costs.

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 \$2,915. As part of our process, BDC staff will validate work performed and eligibility prior to any payments. Furthermore, the BDC will ensure the applicant will not receive any TIF monies prior to obtaining proper City permits.

With the consent of City Council, Cabin Fever can commence work on their project and contribute to the revitalization efforts taking place in the Depot District.

Respectfully submitted for you consideration,


Anthony W. Griffin



EA

September 13, 2011

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

Re: TIF application – 12th Street Rag, 7023 W. Roosevelt Rd.

Dear Mayor and City Council,

Applicant is requesting TIF funds for façade improvements at his commercial space. The TIF scope of work includes an awning. The applicant submitted a Tier I TIF application. To this extent, the applicant is requesting TIF funds for redevelopment work at this location.

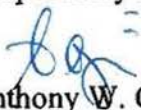
The application meets the procedural requirements of the Berwyn TIF application which was reviewed by BDC staff and then processed for consideration. A 5-year revenue forecast shows that the business would produce \$46,358 in property tax revenue.

The Berwyn Development Corporation's (BDC) Board of Directors and the Cermak/Roosevelt Road TIF committee have both agreed to recommend approval of the below specified TIF monies regarding 12th Street Rag's TIF eligible project costs.

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 \$1,380. As part of our process, BDC staff will validate work performed and eligibility prior to any payments. Furthermore, the BDC will ensure the applicant will not receive any TIF monies prior to obtaining proper City permits.

With the consent of City Council, 12th Street Rag can commence work on their project and contribute to the revitalization efforts taking place on Roosevelt Road.

Respectfully submitted for you consideration,


Anthony W. Griffin



E-5

September 9, 2011

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

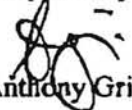
Re: *Ordinance Approving Land Lease with Berwyn Gateway Partners*

Dear Mayor and City Council:

Please find attached an ordinance drafted by special legal counsel for the City amending the previous lease to Berwyn Gateway Partners for the parking lot located on the east side of Maple Avenue.

As you may recall, the parking lot is being constructed to serve Berwyn Gateway Plaza. The land was obtained through an intergovernmental agreement with the North Berwyn Park District earlier this year. The Council previously approved Ordinance 11-23 earlier this year approving the lease, but, with the intent of this being a long term lease and the need to follow proper publication prior to any term approval great than 20 years. The City and special legal counsel of the City have published and posted proper notice in order to comply with state statute and are now ready to amend in order to change the term from 20 years to 99 years. All other terms of the lease remain the same.

Respectfully submitted for your consideration,


Anthony Griffin

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING AND APPROVING A LETTER AMENDMENT
TO A CERTAIN GROUND LEASE ENTERED INTO BY THE CITY OF BERWYN
AND BERWYN GATEWAY PARTNERS LLC FOR THE CITY OF BERWYN,
COUNTY OF COOK, STATE OF ILLINOIS.**

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

Nona Chapman
Jeffrey Boyajlan
Margaret Paul
Michele Skryd
Cesar Santoy
Theodore Polashek
Rafael Avila
Nora Laureto
Aldermen

**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on September 14,
2011.**

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING AND APPROVING A LETTER AMENDMENT TO A CERTAIN GROUND LEASE ENTERED INTO BY THE CITY OF BERWYN AND BERWYN GATEWAY PARTNERS LLC 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(a) of the Illinois Constitution (1970) and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the City owns and/or controls a certain portion of that real estate located at or near the northeast corner of the intersection of Harlem Avenue and Cermak Road in the City of Berwyn, Illinois 60402 (the “Subject Property”), which is legally described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Mayor and the City Council (collectively, the “Corporate Authorities”) previously determined, and do hereby determine, that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and

WHEREAS, Berwyn Gateway Partners LLC (the “Developer”) intends to develop certain real property located in the City for retail purposes (the “Project”), which will increase the real estate tax revenue base for the City; and

WHEREAS, previously, the Corporate Authorities determined that it was in the best interests of the City and its residents to lease the Subject Property to the Developer; and

WHEREAS, previously, the Corporate Authorities authorized and approved the ground lease (the “Lease”), attached hereto and incorporated herein as Exhibit B; and

WHEREAS, in accordance with the terms and conditions of the Lease, the Developer will use the Subject Property to provide additional parking in connection with the Project, thereby alleviating parking congestion within the City; and

WHEREAS, in connection with furthering the goals of the Project, the Developer has requested that the City extend the term of the Lease to a period of ninety-nine (99) years; and

WHEREAS, the City has published all necessary notices in connection with making a lease of real estate for a period of ninety-nine (99) years; and

WHEREAS, there exists a certain letter amendment (the "Letter Amendment"), attached hereto and incorporated herein as Exhibit C, which amends the Lease such that the term of the same shall be ninety-nine (99) years; and

WHEREAS, the Corporate Authorities find that it is necessary for the effective administration of government that the City authorize and approve of the Letter Amendment whereby the term of the Lease is extended to ninety-nine (99) years; and

WHEREAS, the Mayor is authorized to enter into and the City's legal counsel is authorized to draft and revise agreements for the City making such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel; and

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

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

Section 2. The City Council hereby finds and determines that it is necessary, advisable and otherwise in the best interests of the City to approve of the Letter Amendment whereby the term of the Lease is extended to ninety-nine (99) years.

Section 3. The Letter Amendment is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel.

Section 4. The City's legal counsel is hereby authorized to negotiate, draft and/or revise the Letter Amendment and any ancillary agreements and to undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

Section 5. The Mayor is hereby authorized and directed to execute the Letter Amendment, with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel. The City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance, including, without limitation, a Memorandum of Lease giving notice of the terms and provisions of the Lease, as amended by the Letter Amendment. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 6. 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 7. 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 8. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

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

[Remainder of page intentionally left blank.]

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 13th day of September 2011, 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 13th day of September 2011.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

EXHIBIT A
LEGAL DESCRIPTION

LOT "G" AND LOT "F" (EXCEPTING THERE FROM THE SOUTH 35 FEET OF SAID LOT "F" LYING EAST OF THE NORTH EXTENSION OF THE CENTERLINE OF THE 16-FOOT PUBLIC ALLEY LYING SOUTH AND ADJACENT TO SAID LOT "F") IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
GROUND LEASE
(To Be Attached)

GROUND LEASE

This Ground Lease (this "Lease") is made as of this 28th day of JUNE 2011, by and between CITY OF BERWYN, an Illinois municipal corporation as lessor (the "City") and BERWYN GATEWAY PARTNERS LLC, an Illinois limited liability company as lessee (the "Developer").

RECITALS

Developer has acquired from City certain property located at 7124-7150 W. Cermak Road in the City of Berwyn, Cook County, Illinois (the "Center Property"), legally described on Exhibit A attached hereto which Developer intends to develop for retail purposes.

City also holds title to certain property commonly known as Lot G in Berwyn Gardens Subdivision in Berwyn, Cook County, Illinois (the "East Property"), legally described on Exhibit B attached hereto. The location of the Center Property and the East Property are depicted on the site plan attached hereto as Exhibit C. The Center Property and East Property are separated by a public street now known as Maple Avenue (the "Adjoining Street") and each have access thereto.

In connection with the proposed development of the Center Property, the Center Property requires the use of certain additional parking capacity. City is willing to lease the East Property to Developer and Developer desires to lease the East Property from City for such purposes on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above Recitals and mutual covenants contained herein, the parties agree as follows:

1. Definitions: The following terms shall have the following meanings:
 - (a) "Additional Development Parcel" refers to the property so depicted on the Site Plan..
 - (b) "Additional Development Parcel Owner" means the holder of title to the Additional Development Parcel following the re-development thereof.
 - (c) "ADP Parking Area" shall have the meaning set forth in Section 4(a).
 - (d) "Adjoining Street" shall have meaning set forth in the Recitals.
 - (e) "Center" shall mean the retail and commercial improvements located on the Center Property.
 - (f) "Center Property" shall have the meaning set forth in the Recitals.

(g) "Commencement Date" shall mean the date that this Lease has been fully executed and delivered by City and Developer.

(h) "East Owner" shall mean the City and each successor in interest in the East Property or any other person or entity at anytime holding title to the East Property.

(i) "East Property" shall have the meaning set forth in the Recitals.

(j) "Governmental Authority" shall mean any governmental or quasi-governmental department, agency, body or district exercising authority or having jurisdiction over the East Property.

(k) "Mortgagee" shall mean any holder of a first and senior encumbrance on any of the Center Property or East Property.

(l) "Permitted Users" shall mean the respective tenants, employees, agents, licensees, customers and invitees of Developer or a tenant of Developer, Additional Development Parcel Owner or a tenant of Additional Development Parcel Owner, having business at the Center Property or the Additional Development Parcel, as the case may be.

(m) "Premises" shall also refer to the East Property.

(n) "Site Plan" shall have meaning set forth in Recitals.

(o) "Term" shall mean the period described Section 2(a).

2. Demise of Premises.

(a) Term. The term of this Lease shall be 20 years, commencing on the Commencement Date. Notwithstanding the aforesaid, the Developer shall have the right to direct the City, at Developer's option to take all necessary steps and publish all necessary notices to extend the term of the Lease from 20 years to 99 years, in accordance with and revisited under all applicable laws.

(b) Grant and Demise of Premises. City hereby leases to Developer and Developer hereby leases from City, for the Term, the East Property in accordance with and subject to the terms, covenants and conditions of this Lease. City grants to Developer and the Permitted Users, the right to use the East Property, subject to the rights of the Permitted Users of the Additional Development Parcel (as hereinafter provided) to use the East Property in common with Developer and the Permitted Users as hereinafter provided.

(c) Condition of Premises. Developer is leasing the East Property in its current "AS IS" condition.

(d) Improvement of Premises. In consideration for the lease of the East Property, Developer shall undertake the following improvements to the East Property.

Developer shall, at its sole cost and expense, install and construct such paving, curbing, striping, drainage, landscaping, lighting, supporting ingress and egress, and other improvements necessary for the use and operation of the East Property for the purposes provided herein and to contain sixty (60) parking stalls (the "Initial Improvements"). Developer shall complete the Initial Improvements prior to the issuance of the first certificate of occupancy for any tenant occupying space in the Center. Developer shall install the Initial Improvements in accordance with all applicable laws, regulations and permits applicable thereto and in a good workmanlike manner, free of any liens or other claims and to the same standard of construction, and consistent in quality and appearance with similar improvements made on the Center Property. In connection with such construction, Developer agrees to use reasonable efforts (i) to minimize interference with the use of and conduct of business upon the Additional Development Parcel and the use of any appurtenant public rights of way, and (ii) to keep all public rights of way free of debris. Developer shall proceed diligently with all construction of the Initial Improvements during normal construction hours. All contractors and subcontractors performing work under this Lease shall be bonded, licensed and insured.

(e) Use of the Premises. Developer and Permitted Users of the Center Property shall use the East Property for the temporary parking of motor vehicles of Permitted Users. Developer acknowledges that Permitted Users of the Additional Development Parcel shall have the right to use the East Property for purposes of pedestrian and vehicular ingress and egress to and from the Adjoining Street and other rights to use the East Property for parking as provided in Section 4 below. Developer shall not use the East Property in violation of applicable law.

3. City Obligations.

(a) No Changes affecting the Premises. During the Term, East Owner agrees that the ingress and egress to and from the East Property and to and from the Adjoining Street shall be maintained and shall not be permanently and/or adversely affected nor the amount of parking thereon reduced. East Owner shall not, without Developer's consent, enter into or modify the terms of any agreement binding upon the East Property or consent to any change in the zoning of the East Property which would in any way interfere with or impair Developer's rights to use the East Property in accordance with the terms of this Lease.

(b) Adjoining Street. City shall not exercise any right to nor consent to any request to vacate the Adjoining Street without granting to or ensuring Developer such other regular access to and from the East Property as Developer shall require and in such instance only East Owner shall have the right to relocate the access to the East Property, provided that (i) during any period of construction, temporary means of ingress and egress to the East Property is provided and (ii) such relocated access is acceptable to Center Owner in its reasonable discretion.

4. Additional Development Parking Rights/ Additional Development

(a) Parking Rights. The City has identified the Additional Development

Parcel, lying to the south of the East Property (and east of the Center) for future commercial development. Developer agrees the Permitted Users of the Additional Development Parcel shall have rights to use the eastern half of the East Property consisting of thirty (30) parking stalls as overflow parking (the "ADP Parking Area"), provided that the Additional Development Parcel Owner contributes to the costs of maintenance and repair of the East Property on an equitable, pro rata basis. Developer may upon at least sixty (60) days prior written notice to the Additional Developer Parcel Owner adopt reasonable rules governing the use of the ADP Parking Area which shall not impair the use of the ADP Parking Area as intended, provided that the City shall have the right to review and approve such rules, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Change in Parking Area. The ADP Parking Area may be enlarged and the number of parking stalls increased from time to time if the uses of the Center change as hereinafter provided. As of the date hereof, it is anticipated that the Center will initially be leased to retail tenants occupying 7,250 square feet of area and restaurant tenants occupying 12,660 square feet in the Center. For purposes of calculating parking requirements for the two different types of uses, Developer deems it advisable that for retail use, 4 parking spaces per 1,000 square feet and for restaurant use, 10 parking spaces per 1,000 square feet. If from time to time the uses at the Center change from restaurant to retail, then the ADP Parking Area shall be increased by that number of parking stalls equal to 6 parking spaces per 1,000 square feet for the tenant space so affected. Similarly, the ADP Parking Area, once so enlarged may subsequently be reduced and the number of parking stalls decreased if any use at the Center changes from retail to restaurant, provided that at all times the Permitted Users of the Additional Development Parcel will have the shared benefit of at least thirty (30) parking stalls in the ADP Parking Area. Developer shall advise, not less than thirty (30) days prior to the proposed date of the change, the Additional Development Owner of any change in the ADP Parking Area when and as appropriate. Further Developer agrees not to permit restaurant users to occupy more than 12,660 square feet in the Center.

(c) City Commitment. City agrees that in granting any permissions or approvals relating to the Additional Development Parcel that it shall implement the provisions of this Section. In addition, City agrees to cause the Additional Development Owner shall use its best efforts to insure that any snow accumulated in the process of plowing the Additional Development Parcel shall not be deposited so as to interfere with the use of the East Property in accordance with the terms hereof or to reduce the number of available parking stalls thereon.

(d) 2135 Parcel. Developer shall use commercially reasonable efforts to consummate the acquisition of the residential parcel commonly known as 2135 South Maple, Berwyn, Illinois (PIN 16-19-325-011-0000) (the "2135 Parcel") no later than December 31, 2012 (the "Acquisition Date"), provided that Developer (or assignee) shall acquire good and merchantable title thereto pursuant to a warranty deed delivered by the owner of record title to the 2135 Parcel. If Developer acquires the 2135 Parcel, Developer shall proceed diligently to improve the 2135 Parcel with at least fifteen (15) additional parking stalls consistent in design and construction with the Initial Improvements that

shall be used exclusively by the Permitted Users of the Center Property. Following the completion of the improvements on the 2135 Parcel, the easternmost parking stalls in the ADP Parking Area equal to the number of parking stalls on the 2135 Parcel shall be made available for the exclusive use of the Permitted Users of the Additional Development Parcel. If Developer is unable to acquire the 2135 Parcel, Developer shall not be in default of its obligations hereunder nor shall any rights and benefits afforded Developer hereunder be affected or diminished thereby.

(e) Substitute Parking. Subject to the approval and consent of Developer and those tenants of the Center having such approval rights, City may secure a parking area for the exclusive use of the Permitted Users of the Center Property in a location other than the East Property (the "Substitute Parking Area"). Developer shall have the right to approve the location, size, improvements, means of ingress and egress to and from the Substitute Parking Area, which consent and approval shall be in Developer's reasonable discretion. If such Substitute Parking Area is approved, then at such time that as it may be used by the Permitted Users of the Center Property, Developer shall relinquish the right to use the same number of parking stalls on the East Property.

5. Developer Rights, Obligations and Covenants.

(a) General. Developer shall, at its sole cost and expense: (i) maintain in good condition and repair the East Property and the Initial Improvements and make such repairs and replacements, including patching, resurfacing and restriping, as may be necessary to maintain the East Property and the Initial Improvements in condition consistent with the other retail, office and commercial properties in the vicinity of the East Property; (ii) maintain the East Property free of snow and ice and other debris; and (iii) provide lighting of the East Property consistent with the Center Property and applicable laws.

(b) Improvements. Developer agrees that it shall not construct any structures, improvements, walls, fences or barriers on the East Property which would prevent or impair the use of the East Property by Permitted Users of the Additional Development Parcel as provided herein, provided that reasonable traffic controls may be installed as may be necessary to guide and control the orderly flow of traffic and parking uses. Further, Developer may make such alterations to the configuration of the parking areas on the East Property as Developer deems appropriate.

(c) Environmental Conditions. Notwithstanding anything to the contrary set forth herein, Developer shall have no obligation to remove, remediate or correct any environmental condition existing on the East Property as of the date hereof. Developer agrees that it shall not use the East Property to generate, treat, store or dispose of any hazardous substance on the East Property.

(d) Signs. Developer may install such signage on the East Property as Developer deems appropriate to identify parking available to the Permitted Users of the Center, provided that such signage is in accordance with all applicable law, and at the expiration of the Term shall remove all such signs.

(e) Surrender. Upon the expiration of this Lease, Developer shall surrender the East Property to City in its then physical condition, free of any debris or personal property of Developer.

(f) Center Property Parking. Developer agrees that it shall maintain at least 85 parking stalls located on the Center Property.

6. Insurance and Indemnification.

(a) Insurance. Developer shall maintain general commercial liability insurance, including contractual liability insurance, covering its rights and obligations under this Lease in an amount not less than Two Million Dollars (\$2,000,000.00), combined single limit per occurrence. Such insurance shall name East Owner (and if requested each Mortgagee), and City as its interest may appear, as an additional insured and shall provide that the other party shall be given at least ten (10) days prior written notice of cancellation of the insurance. Developer shall deliver, concurrently with the execution of this Lease, and thereafter not less than thirty (30) days prior to the expiration date of any such policy, certificates of insurance evidencing such coverage.

(b) Indemnification. Developer hereby indemnifies East Owner and agrees to defend and save it harmless from and against any and all liability, loss, damage, cost and expense (including without limitation, reasonable attorneys fees and expenses) for death or injury to persons or damage to property arising out of the exercise by Developer or its Permitted Users of the rights granted herein or resulting from the negligent use of any of the East Property by Developer or its Permitted Users, except for such liability, loss, damage, cost and expense resulting from any willful or negligent acts of the indemnitee or indemnitee's Permitted Users. East Owner hereby indemnifies Developer and agrees to defend and save it harmless from and against any and all liability, loss, damage, cost and expense (including without limitation, reasonable attorneys fees and expenses) for death or injury to persons or damage to property arising out of the exercise by East Owner or the Permitted Users of the Additional Development Parcel of any rights granted herein or resulting from the negligent use of any of them of the East Property except for such liability, loss, damage, cost and expense resulting from any willful or negligent acts of the indemnitee or indemnitee's Permitted Users and from any loss, expense liability or damages (including reasonable attorneys fees and expense) arising from any environmental condition on the East Property.

7. Default/Remedies.

(a) If Developer fails to observe or perform any of the other covenants, conditions or provisions of this Lease and fails to cure such default within ninety (90) days after written notice thereof to Developer, but if such other default is of such nature that it cannot be completely cured within such period, if Developer commences such cure within such ninety (90) day period and thereafter proceeds with reasonable diligence and in good faith to cure such default.

(b) Upon the occurrence of an Event of Default, City may at its option, to the

extent permitted by law, take exercise either of the following remedies, provided that City first provides Developer at least thirty (30) days prior written notice (and assuming Developer has not cured the Event of Default in such period) an additional written notice of such intent (provided that Developer does not thereafter cure such default within the upon delivery to: (i) take any action permitted at law or in equity as may appear necessary or desirable enforce performance and observance of any obligation, agreement or covenant of Developer under this Lease or for damages sustained as a result of such default; or (ii) terminate this Lease and thereafter by lawful means re-enter and take possession of the Premises, and remove Developer and its property.

8. Holding Over. If Developer remains in the Premises beyond the expiration of the Term, such holding over shall be without right and Developer shall be liable to Landlord for any loss or damage incurred by Landlord as a result thereof, and such continued occupancy shall not be deemed to create any tenancy, but the Developer shall be a tenant at sufferance only.

9. Assignment. Developer may assign this Lease and its interest hereunder to any lender providing financing with respect to the Center or to any subsequent owner of the Center, without the consent of the City and shall provide City at least twenty (20) days prior notice of the intended assignment date.

10. Condemnation. City agrees that neither the City, nor the Berwyn Development Council (and its successors or other economic development agency) shall exercise any rights of eminent domain with respect to the East Parcel or the 2135 Parcel. In the event of any condemnation of all or any portion of the East Property by any other governmental agency having such authority, the City shall use commercially reasonable efforts to restore the East Property and to provide Developer with other Property adjacent to the Center or the East Property so that Developer shall have the right to park at least sixty (60) motor vehicles during the term of this Lease (or such lesser number arising from the acquisition of the 2135 Parcel).

11. Notices. Any notice or written communication required or permitted to be delivered under this Lease shall be: (a) in writing; (b) transmitted by personal delivery, express or courier service, United States Postal Service in the manner described below; and (c) deemed to be delivered on the earlier of the date received or four (4) business days after having been deposited in the United States Postal Service, postage prepaid or on the next business day following deposit with an overnight courier. Such writings shall be addressed to the parties as follows, or to such subsequent address as either party may designate in writing, as follows:

To City: CITY OF BERWYN
6700 26th Street
Berwyn, Illinois 60402
Attention: Mayor Robert J. Lovero

With copies to: BERWYN DEVELOPMENT CORPORATION
3322 S. Oak Park Avenue
Berwyn, Illinois 60402
Attention: Office of the Executive Director

DEL GALDO LAW GROUP LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Attention: Michael Thomas Del Galdo
James Michael Vasselli

To Developer: BERWYN GATEWAY PARTNERS LLC
c/o Keystone Ventures LLC
418 Clinton Place
River Forest, Illinois 60305
Attention: Mr. Timothy B. Hague

With a copy to: MELTZER, PURTILL & STELLE LLC
300 S. Wacker Drive, Suite 3500
Chicago, Illinois 60606
Attention: William J. Mitchell

12. Miscellaneous.

(a) Governing Law/Severability. This Lease shall be governed by and construed in accordance with the internal laws of the State of Illinois. If any clause, sentence or other portion of the terms, conditions, covenants and restrictions herein becomes illegal, null or void, for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this Lease shall remain in full force and effect.

(b) Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(c) Attorneys' Fees. Any party may enforce this Lease by appropriate action and the party prevailing in such litigation shall be entitled to recover its costs and expense, including reasonable attorneys' fees.

(d) Captions. The captions appearing in this Lease are for convenience and do not define or describe the scope or intent of a particular section.

(e) Memorandum. City agrees that Developer may cause a memorandum of this Lease, in substantially the form as attached hereto as Exhibit D, as may be amended in the event the Term is extended as provided in Section 2(a), to be recorded in the public records against the East Property and the Additional Development Parcel. Upon expiration of the Term, Developer shall release such memorandum of record.

(f) Force Majeure. Developer shall not be responsible for any failure to perform any of its obligations hereunder if such failure is caused by any reason beyond the control of Developer, including, strike, labor unrest, trouble, governmental rule, regulations or ordinances, casualty, civil commotion, war or disruption of utility services or shortages of material. Force Majeure shall only be granted after notification to the City

of each complained event.

(g) Time. Time is of the essence hereof.

(h) Quiet Enjoyment Developer, so long as it is not in default hereunder beyond any applicable notice and cure periods, shall have and enjoy quiet and undisturbed possession of the East Property without hindrance, ejection or molestation by City or any other person claiming through City. Notwithstanding any provision to the contrary, nothing contained in the Lease shall alter, modify or limit any police power right or function of the City. The City and/or its agents, employees and contractors shall have the right to enter the East Property at all times to examine the same and to direct (or make, with charge back rights) such repairs as the City may deem necessary pursuant to local ordinances, in such manner as to minimize the interference with the use thereof.

**** SIGNATURES ON SEPARATE PAGE ****

IN WITNESS WHEREOF, this Ground Lease has been executed on the date first above written.

CITY/LESSOR:

CITY OF BERWYN, an Illinois municipal corporation

By:



Hon. Robert J. Lovero, Mayor

ATTEST:

By:



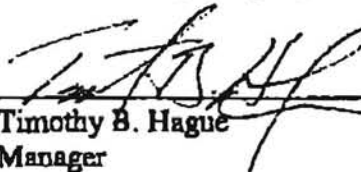
City Clerk



DEVELOPER/LESSEE:

BERWYN GATEWAY PARTNERS LLC, an Illinois limited liability company

By:



Timothy B. Hague
Its: Manager

List of Exhibits

Exhibit A	Legal Description of Center Property
Exhibit B	Legal Description of East Property
Exhibit C	Site Plan
Exhibit D	Form of Memorandum of Lease

Exhibit A

Legal Description of Center Property

LOT H, EXCEPT THE WEST 22 FEET THEREOF, AND LOTS 480 THROUGH 492, BOTH INCLUSIVE, AND THE VACATED 16 FOOT ALLEY LYING BETWEEN THE EAST LINE OF HARLEM AVENUE AND THE WEST LINE OF MAPLE AVENUE LYING NORTH OF THE NORTH LINE OF LOTS 481 THROUGH 491, BOTH INCLUSIVE, AND THE VACATED 20 FOOT ALLEY LYING BETWEEN LOTS 480 AND 492 (EXCEPTION THEREFROM THAT PART THEREOF DESCRIBED IN CONDEMNATION JUDGMENT ORDER ENTERED IN CASE NO 63C1247 AND REGISTERED AS DOCUMENT NO. 22-67-658) ALL IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.30 FEET OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.LNs:

16-19-324-012-0000
16-19-324-023-0000
16-19-324-028-0000
16-19-324-029-0000
16-19-324-030-0000
16-19-324-031-0000
16-19-324-032-0000
16-19-324-033-0000
16-19-324-034-0000
16-19-324-038-0000
16-19-324-047-0000

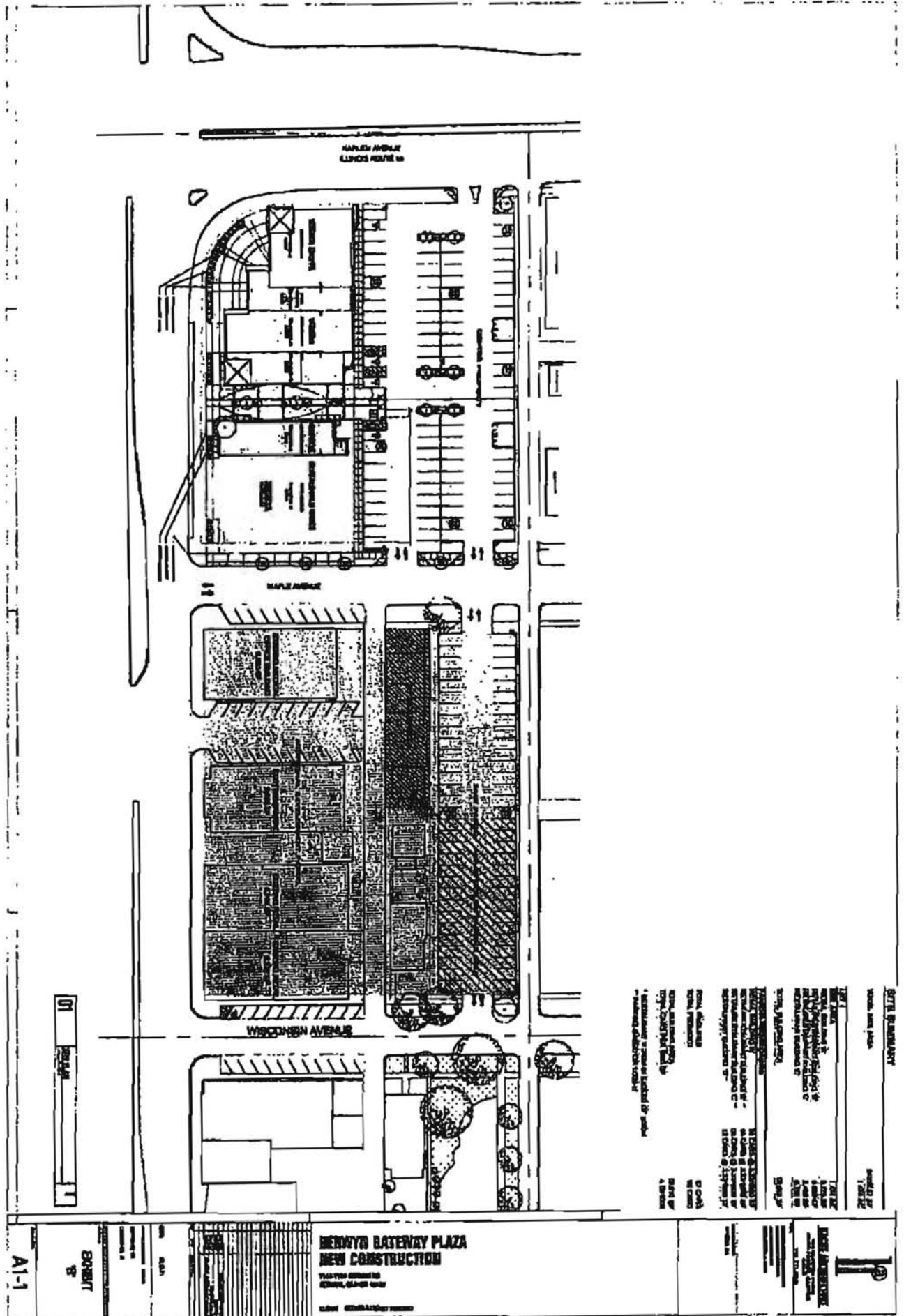
Exhibit B

Legal Description of East Property

LOT "G" IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Exhibit C

Site Plan



SITE BOUNDARY

Scale: 1/8" = 1'-0"

Scale: 1/8" = 1'-0"

NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING CODE (IPC).
 2. ALL UTILITIES SHALL BE DEPTH MARKED BY THE UTILITY LOCATOR PRIOR TO CONSTRUCTION.
 3. ALL EXISTING UTILITIES SHALL BE PROTECTED AND NOT REMOVED UNLESS SPECIFICALLY NOTED OTHERWISE.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING CODE (IPC).
 5. ALL UTILITIES SHALL BE DEPTH MARKED BY THE UTILITY LOCATOR PRIOR TO CONSTRUCTION.
 6. ALL EXISTING UTILITIES SHALL BE PROTECTED AND NOT REMOVED UNLESS SPECIFICALLY NOTED OTHERWISE.

LEGEND:
 - Hatched Area: Existing Building
 - Solid Line: New Building
 - Dashed Line: Proposed Building
 - Stippled Area: Existing Parking
 - Dotted Area: Proposed Parking
 - Solid Circle: Existing Tree
 - Dotted Circle: Proposed Tree
 - Solid Square: Existing Structure
 - Dotted Square: Proposed Structure

01 **SCALE**
0 100

**HENRY'S GATEWAY PLAZA
NEW CONSTRUCTION**

PLANNING AND ARCHITECTURE

12345 MAIN STREET
CITY, STATE 12345

DATE: 10/20/2023
BY: J. SMITH
SCALE: 1/8" = 1'-0"

Exhibit D

Form of Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of June 28th, 2011, by and between City of Berwyn ("Landlord") and Berwyn Gateway Partners LLC, an Illinois limited liability company ("Tenant").

1. Landlord has leased to Tenant pursuant to the terms and conditions of a Ground Lease dated as of June 28th, 2011 (the "Lease") that certain area commonly known as Lot G in Berwyn Gardens located in Berwyn, Cook County, Illinois (the "Premises") as legally described on Exhibit A hereto.

2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for a term of twenty (20) years (the "Term").

3. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease as set forth herein, and is not intended, and shall not be construed, to define, limit or modify the Lease.


4. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.


LANDLORD

City of Berwyn,

By: 
Name: Robert J. L...
Title: Manager

TENANT

BERWYN GATEWAY PARTNERS LLC

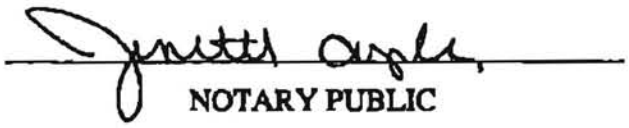
By: 
Name: TIMOTHY B. ...
Title: MANAGER

ACKNOWLEDGEMENT

State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Robert J. Lovero is the Mayor of the City of Berwyn, an Illinois municipal corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor, he signed this instrument as his free and voluntary act and as the free and voluntary act of City of Berwyn for the uses and purposes therein set forth.

GIVEN under my hand and seal dated 28th June-2011


NOTARY PUBLIC



State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Timothy B. Hague is the Manager of Berwyn Gateway Partners LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed this instrument as his free and voluntary act and as the free and voluntary act of Berwyn Gateway Partners LLC for the uses and purposes therein set forth.

GIVEN under my hand and seal dated 6/29/11.

Marybeth Eurek
NOTARY PUBLIC



EXHIBIT C
LETTER AMENDMENT
(To Be Attached)



A Century of Progress with Pride

September 14, 2011

VIA FEDERAL EXPRESS OVERNIGHT DELIVERY

Berwyn Gateway Partners LLC
c/o Keystone Ventures LLC
418 Clinton Place
River Forest, Illinois 60305
Attention: Mr. Timothy B. Hague

Re: Letter Amendment to the Ground Lease Approved on June 14, 2011

Dear Mr. Hague:

Pursuant to the ground lease (the "Original Ground Lease") entered into by the City of Berwyn, Illinois and Berwyn Gateway Partners LLC and approved by the City on June 14, 2011, the Developer has the right to direct the City to take all necessary steps to extend the term of the lease from twenty (20) years to ninety-nine (99) years.

In accordance therewith, the City and the Developer hereby agree to amend Section 2(a) of the Original Ground Lease by striking the existing language and inserting the following:

(a) Term. The term of this Lease shall be 99 years, commencing on the Commencement Date.

All capitalized terms not specifically defined in this "Letter Amendment" shall have the same meaning as given to such terms in the Original Ground Lease. To the extent that any conflicts exist between this "Letter Amendment" and the Original Ground Lease, the terms and provisions of this Letter Amendment shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Original Ground Lease remain in full force and effect.

This Letter Amendment may be executed in any number of counterparts, which, when taken together, shall constitute a complete, original document. A signature affixed to this Letter Amendment and transmitted by facsimile, email or other electronic communication shall have the same effect as an original signature.



E-6

September 13, 2011

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

Re: 2011 Holiday Decoration RFP

Dear Mayor and Council:

Attached is a copy of the proposed 2011 Holiday Decoration Request for Proposal (RFP). The scope is very similar to last year's with the only noteworthy change being Roosevelt Road. Due to the ongoing streetscape work, the new light poles that will be decorated are between Harlem and Ridgeland. These poles will be wrapped with balsam roping.

Upon your approval, the BDC will publish the RFP and administer the bidding process. The City's respective TIF districts will be the funding source for this project and have been budgeted to cover the expected costs.

Respectfully submitted for your consideration,

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

Evan K. Summers
Project Manager

REQUEST FOR PROPOSAL

2011 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: **11:00 a.m., on September 23, 2011.** 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 September 22, 2011 by e-mailing or calling the following City Representative:

Evan K. Summers
Project Manager
Berwyn Development Corporation
evans@berwyn.net
(708) 788-8100

TIMELINE:

Issuance of RFP	September 13, 2011
Questions Due	September 22, 2011
Proposals Due	September 23, 2011
Open Bids	September 27, 2011
Award Contract	October 11, 2011
Begin Decoration Install	November 15, 2011
Complete Decoration Install	November 23, 2011
Begin Decoration Removal	January 2, 2012
Complete Decoration Removal	January 4, 2012

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Request for Proposals

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General Conditions and Instructions to Proposers

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Company Information & Signature Sheet

SECTION II SEPCIFIC CONDITION AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE:

The City of Berwyn is soliciting proposals from qualified professional firms to provide 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 CONDITONS AND INSTRUCTIONS TO PROPOSERS (Section III).

SECTION III
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

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

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

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this **REQUEST FOR PROPOSAL** is **NOT** a 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)
Type of Coverage

Each Occurrence Aggregate

a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000

- b. Automobile Liability Combined
Single Limit
 - (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 debt on a contract or is a defaulter on a surety or other agreement with the City.
- If a reasonable doubt arises as to proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.
- Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

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 arising 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
Department of Public Works
6700 W. 30th 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 persona 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

2011

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: _____
- Additional Roping: _____

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

(42) 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 double faced wreaths 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

(79) 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)

Lit balsam roping with red ribbon roping draped along roof line of the Harlem Avenue Train Station and the Oak Park Avenue Train Station (white lights)

(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.

(5) Trees (existing evergreen, and crabapples) at the Oak Park Avenue train station platform decorated with white lights and 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.



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



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



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



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

I-1

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 09/13/11

Deferred Communication

Agenda Item I-4 is a Deferred Communication from C C Meeting dated 08/23/11 #10

FROM ALDERMAN SKRYD

Re: STORM WATER UTILITY

ITEM # 10

Roll Call/Tally Sheet
City of Berwyn

DATE: August 23, 2011

TIME: 6:00 p.m.

CITY COUNCIL MEETING

Member	Motion	Second	Yea	Nay	No Vote
CHAPMAN	/				
BOYAJIAN					
PAUL					
SKRYD					
SANTOY					
POLASHEK		/			
AVILA					
LAURETO					
LOVERO					

Present	Absent	Excused	Abstain

MOTION TO:	REFER TO:	TO:	COMMENTS:
Approve as submitted	BDC		
Accept as Info	Building Dept.		
Adjorn	Collector		
Adopt	Finance		
Approved as Amended	Fire Dept.		
Approved for Payment	City Administrator		
Approved as Submitted	Law Dept.		
Bring Forward	Mayor		
Carried	Police Dept.		
Concur	Public Works Dept		
Defeated	Committees & Boards		
Defer	Administration Comm.		
Defer / Refer	Bldg/Zon/Plan Comm.		
Deny	Budget Comm.		
Germane	Comm. Of Whole		
Grant Permission	Business License & Taxation		
Recess	Fire & Police Comm.		
Refer	Library		
Study & Report	Parking & Traffic		
Suspend the Rules	Public Works Comm.		
Withdraw	Recreation Comm.		
	Traffic Engineer		
	Zon. Bd. Appeals		

Handwritten signature/initials: J w/ks

Robert J. Lovero
Mayor



Michele D. Skryd
Fourth Ward Alderman

A Century of Progress with Pride

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

ITEM NO. _____
DATE AUG 23 2011
DISPOSITION _____
Defer
3 weeks

T-4

August 18, 2011

Hon. Mayor Robert J. Lovero
Alderman of the Berwyn City Council

6700 W. 26th Street

Berwyn, IL 60402

RE: Storm Water Utility

Ladies and Gentlemen,

Storm Water Utility Background

The National Pollutant Discharge Elimination System (NPDES) Phase II requirements issued by the United States Environmental Protection Agency seek to implement a program to protect the quality of surface waters (such as lakes and streams) by controlling pollution from storm water discharges. What this means for the City of Berwyn, and most other cities, is enhanced storm water sewer system maintenance, and the implementation of new storm water management activities.

These activities include public education programs, public participation in storm water management functions, controls on storm water runoff from new developments both during and after construction, an ongoing search for illicit discharges into the storm sewer system, and municipal pollution prevention programs such as increased frequency of street sweeping.

All parcels, regardless of their location in a watershed, have an impact on our water resources. Pervious surfaces, such as lawns, allow rain to seep into the ground. Impervious surfaces, such as roofs and parking lots, block this absorption, which increases runoff volumes. The City of Berwyn's storm water management system collects the runoff through a series of gutters, inlets, storm sewers. In the City, the existing sewer systems are "combined" sewers. A combined sewer conveys both domestic sewage and storm water runoff in the same pipe.

Why is a Storm Water Management Utility Needed?

In the past, storm sewer system planning focused on flood control, utilizing sound practices of sewer system sizing, flood routing, and storm water detention. The growing pressures of urbanization and increased federal regulation have dictated that modern storm water system management must take a total water resources management point of view, considering not only the volume of storm runoff, but also pollution prevention.

Most people think storm water runoff is a relatively harmless, natural occurrence, and do not realize it has the potential to pollute one of our most precious natural resources, our lakes and streams. Storm water frequently has high levels of sediment, litter, phosphorus, nitrogen, heavy metals, oil, grease, and organic materials.

The City Berwyn needs to take a socially responsible, proactive approach to systematically manage the storm water discharged by our community. By managing runoff and preventing the pollutants from entering the environment, we are striving to avoid the potentially high costs of flooding, future treatment and increased federal regulation.

*Please visit the United States Environmental Protection Agency's
National Pollutant Discharge Elimination System (NPDES) website at:*

<http://cfpub.epa.gov/npdes/stormwater/swphases.cfm>

Funding Storm Water Management

Federal Mandates have increased the demand for storm water improvements thereby requiring a significant increase in the amount of revenue devoted to storm water management.

Historically, a Sanitary Sewer Fund has paid the operating costs of all the sanitary sewers, combined sewers and storm sewers. Charges on the water bill were based upon a customer's consumption of drinking water. This was an easy system to administer and understand, but there is no direct relationship between drinking water and storm sewer demand. Rather than increase the Sanitary Sewer rates to cover the increasing storm sewer system costs, the City of Berwyn needs to investigate the creation of a Storm Water Utility that would allow storm sewer system costs to be spread among the users in a more equitable manner.

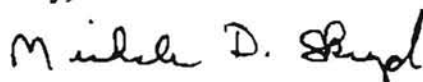
The creation of the Storm Water Management Utility allows the City to establish a major source of dedicated revenue which will adequately support storm water management through a fair and equitable billing system.

It is a commonly accepted principle that residential, commercial, industrial, institutional, and governmental customers should pay for their water and sanitary sewer service based on their relative use of these systems as measured by their water meters. The fairest method for determining residential property fees for storm water service is according to the gross size of their parcels (gross area of parcel, including both pervious and impervious areas). Commercial, industrial, institutional, and governmental customers will pay based upon estimates of each parcel's impervious areas. All fees are in addition to the Water Utility fees. A rate study would need to be completed before implementation of said fees.

All parcels in the City containing developed land shall be charged storm water service charges, except pedestrian/bicycle trails, and streets and highway right-of-ways owned by Cook County, the City of Berwyn, or the State of IL.

It would be my recommendation to refer establishing a Storm Utility for the city of Berwyn to be used as a dedicated and reliable funding source with an equitable fair share fee structure to the Public Works committee and the Public Works Director .

Sincerely,



Michele D. Skryd

Alderman 4th Ward

I-2



BERWYN MAIN STREET

Shop • Dine • Explore Cermak Road

Friday, September 09, 2011

Mayor Robert J. Lovero
Alderman of the Berwyn City Council
6700 W. 26th Street
Berwyn, IL 60402

RE: Berwyn Main Street 43rd Houby Day Request

Ladies and Gentlemen:

The Berwyn Main Street Foundation will be participating in the 2011 Houby Day Festival for its 43rd Anniversary. The BMS will be organizing the "Czech Oasis" with a Beer Garden, an entertainment stage, various local vendors and non-profit organizations. This event will be held October 1 and 2, 2011. Mayor Robert J. Lovero and President Larry Dominick have agreed to partner for this long standing event. Mayor Lovero has asked that BMS represent the city in this initiative. The Mayor and President will alternate the coordination of the Houby Day Parade and Berwyn will be the host for 2011, with the parade route beginning in Berwyn at Cermak Road and East Avenue. The BMS is requesting the following:

- Permission to close Cermak Road on Sunday October 2, 2011 for the Houby Day Parade beginning at 11:00am and re-opening when the parade ends. Please see the attached resolution.
- Permission to close Lombard Avenue north from Cermak to the alley including the Vacin Fairway from Lombard Ave to Highland Ave. for the Beer Garden, entertainment and vendors. BMS will provide proper insurance and attached is a Hold Harmless agreement with the City of Berwyn.
- Berwyn Police officers controlling traffic on the scheduled Houby Day Parade route.
- Vacin Fairway and the south alley closed on Sunday October 2, 2011, from Wesley Avenue to Ridgeland Avenue for the parade line-up beginning at 11:00am. The parade will begin at 12:30pm and proceed Eastbound, ending at Central Avenue in the Town of Cicero.

Please allow the corporate authorities to sign the agreement and to approve the items as requested.

Respectfully submitted,

Dario Solano, Executive Director
Berwyn Main Street

BERWYN MAIN STREET

6723 West Cermak Road
Berwyn, Illinois 60402

708 484 8000
berwynmainstreet.org

An Illinois Main Street Program

City of Berwyn, IL

RESOLUTION # _____

A RESOLUTION TO ALLOW BERWYN MAIN STREET TO CLOSE CERMAK ROAD FOR THE HOUBY DAY PARADE.

WHEREAS, the Berwyn Main Street, the City of Berwyn and the Town of Cicero will hold the 43rd Annual Houby DAY Parade on Sunday, beginning at noon on October 2nd, 2011; and

WHEREAS, the City of Berwyn and the Town of Cicero voted to grant permission for the aforesaid activity on Tuesday, September 13th, 2011; and

WHEREAS, the parade participants will begin at East Avenue and Cermak Road and proceed east on Cermak Road to Central Avenue; and

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

NOW, THEREFORE, be it resolved by the Mayor and City Council along with the President and Board of Trustees of the

City of Berwyn and the Town of Cicero to grant permission for this annual event and extend to all participants in the Houby Parade, our best wishes for good weather and a most successful day.

ADOPTED this ____ day of _____, 2011.

Mayor Robert J. Lovero

ATTEST:

CITY CLERK

I-3



BERWYN MAIN STREET

Shop • Dine • Explore Cermak Road

Friday, September 02, 2011

Mayor Robert J. Lovero
Alderman of the Berwyn City Council
6700 W. 26th Street
Berwyn, IL 60402

RE: Berwyn Main Street 43rd Houby Day Request

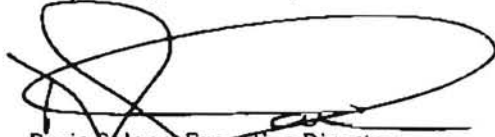
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- Permission to close Lombard Avenue north from Cermak to the alley including the Vacin Fairway from Lombard Ave to Highland Ave. for the Beer Garden, entertainment and vendors. BMS will provide proper insurance and attached is a Hold Harmless agreement with the City of Berwyn.
- Berwyn Police officers controlling traffic on the scheduled Houby Day Parade route.
- Vacin Fairway and the south alley closed on Sunday October 2, 2011, from Wesley Avenue to Ridgeland Avenue for the parade line-up beginning at 11:00am. The parade will begin at 12:30pm and proceed Eastbound, ending at Central Avenue in the Town of Cicero.

Please allow the corporate authorities to sign the agreement and to approve the items as requested.

Respectfully submitted,



Dario Solano, Executive Director
Berwyn Main Street

BERWYN MAIN STREET

6723 West Cermak Road
Berwyn, Illinois 60402

708 484 8000
berwynmainstreet.org

An Illinois Main Street Program



CERTIFICATE OF LIABILITY INSURANCE

BERWMAI-01

F1ST

DATE (MM/DD/YYYY)

9/6/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maury, Donnelly & Parr, Inc. Commerce & Water Streets Baltimore, MD 21202	(410) 685-4625	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : CNA Insurance Companies	
INSURED Berwyn Main Street Foundation PO Box 217 Berwyn, IL 60402		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
		INSURER G :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X		4030795158	7/1/2011	7/1/2012	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS						
	SCHEDULED AUTOS NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	OCCUR CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Berwyn is listed as an Additional Insured with respects to the HOuby Festival, October 1st and 2nd, 2011.

CERTIFICATE HOLDER

City of Berwyn
6700 26th Street
Berwyn, IL 60402-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

LICENSE AGREEMENT

This License Agreement (hereinafter referred to as the "Agreement") is made this ___ day of _____, 2010, between the **BERWYN MAIN STREET, INC.**, an Illinois not-for-profit corporation (hereinafter referred to as "BMS"), and the City of Berwyn, an Illinois Municipality (hereinafter referred to as the "City").

WHEREAS, BMS has need of temporary location along Cermak Road in Berwyn for a beer garden and entertainment area during Houby Festival 2011 (hereinafter referred to as the "Festival") on October 1 and October 2, 2011; and

WHEREAS, the City is the owner of real property located at Cermak Road and Lombard Avenue, north from Cermak Road to the alley, Berwyn, Illinois. The licensed property consists of the paved parking area, which is sufficient to meet the stated needs of BMS for parking during the Festival; and

WHEREAS, the City is willing to grant a temporary license, right and privilege to BMS and its Vendors, subject to the terms and conditions of this Agreement, for conducting a beer garden, along with the possible sale of other alcoholic beverages, staging various forms of entertainment, as well and related vehicle ingress, egress and parking as well as pedestrian ingress and egress on the Site.

NOW, THEREFORE, for good and sufficient consideration acknowledged as in hand received and in consideration of the mutual covenants, representations and conditions hereinafter contained, BMS and the Owner agree as follows:

Section 1: License Granted/Duration. The City grants to BMS an exclusive, temporary license for the time required to complete the Festival, specifically from September 30, 2011, at 2:00 p.m., to October 3, 2011, at 7:00 a.m., for the purpose of conducting a beer garden, along with the possible sale of other alcoholic beverages, staging various forms of entertainment, as well and related vehicle ingress, egress and parking and pedestrian ingress and egress on the Site. The City grants the exclusive, temporary license to BMS at no charge or cost.

Section 2: Indemnification. Berwyn Main Street shall indemnify and hold harmless the City from any and all expenses (including reasonable attorneys' fees and costs), claims, liability, losses or causes of action for injury to or death of any person or persons and for loss or damage to any property which arises from the grant of this license, except in the case where a court of competent jurisdiction finds that such liabilities, injuries, losses, death and damages are caused solely by the City's own willful and wanton or negligent acts or omissions.

Section 4: Miscellaneous Provisions.

- a) **Amendment:** This Agreement, including all Exhibits attached hereto, represents the entire, integrated agreement between the parties hereto with respect to the license granted herein and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written.
- b) **Applicable Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be Cook County, Illinois.
- c) **Counterparts:** This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date(s) written below and this Agreement shall be effective as of the date that the last signatory signs this Agreement.

BERWYN MAIN STREET, INC.

By: _____

By: _____

Its: _____

Date: _____

Date: _____

Attest:

Attest:

Its: _____

By _____

Its: _____

Date: _____

Date: _____

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

IA

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

September 8, 2011

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

SUBJECT: "Put out the Flames" event on Sunday, December 18th, 2011

Ladies and Gentlemen,

Berwyn Firefighters Local 506 is hosting their 3rd annual "Put out the Flames" event on Sunday, December 18th, 2011. The event will raise money and bring awareness for the Illinois Fire Safety Alliance "I Am Me" Burn Camp.

The event will include the Chicago Blackhawks game on the afternoon of Sunday, December 18th, 2011, we have a group of over 700 hockey fans and firefighters attending the Chicago Blackhawks game as they take on the Calgary Flames. We are asking for your help to hold a special event prior to the game. We are requesting the use of Winsor Avenue (from Harlem to Maple) between 6:00 AM and 6:00 PM so that we have our Pregame Block Party.

I am requesting City Council approval to grant permission for this event. Police, Fire, and Public Works support is necessary and contingent upon your approval.

Please see attached for the for the specifics.

Thank you for your consideration.

Sincerely,

Nona N. Chapman
1st Ward Alderman

Thursday, September 08, 2011

Alderman Nona Chapman
Berwyn City Hall
6700 W. 26th St.
Berwyn, IL 60402

SUBJECT: Berwyn Firefighters Local 506's Annual "Put out the Flames" Night

TO: Alderman Nona Chapman

It's that time again that we light the lamp for burn camp! The Berwyn Firefighters Local 506 will be hosting their 4th Annual "Put out the Flames" Night event on Sunday, December 18th, 2011. The event will raise money and bring awareness to the Illinois Fire Safety Alliance "I Am Me" Burn Camp. The mission of IFSA is to provide a safe environment for children who have experienced significant burn injuries. It is their goal to provide a non-judgmental atmosphere in which children have the opportunity to build their self-esteem as they enjoy the varied activities that make up their camp experience. As a member of the Illinois Fire Safety Alliance, the Berwyn firefighters want to help the camp raise money so that this year's camp experience will be better than the previous years.

On the afternoon of Sunday, December 18th, we have a group of over 700 hockey fans and firefighters attending the Chicago Blackhawks game as they take on the Calgary Flames. We are asking for your help to hold a special event prior to the game. We are requesting the use of Winsor Avenue (from Harlem to Maple) between 6:00 AM and 6:00 PM so that we have our Pregame Block Party. If you have any questions, please contact me at your convenience.

Sincerely,

Mike Laureto
Berwyn Firefighters Local 506



*"A True Winter Classic in Berwyn"
Sunday, December 18th, 2011*

The Chicago Blackhawks and Berwyn Firefighters Local 506 have teamed up once again to raise money and awareness for the Illinois Fire Safety Alliance's "I am Mc" Burn Camp. Each year, we host a Pregame Block Party celebration and then head down by the bus loads to watch the Blackhawks take on the Calgary Flames.

In the past 3 years, the Berwyn Firefighters Local 506's "Put out the Flames" Night has raised over \$20,000 for the Illinois Fire Safety Alliance.

Tickets are limited for this year's event, so don't delay. It's First Come, First Serve!

	Option #1	Option #2	Option #3	Option #4
Included in the Package Deal	1) Ticket to the game 2) \$10 Donation to the Burn Camp	1) Ticket to the game 2) \$10 Donation to the Burn Camp 3) Food & Drinks at the Pregame Block Party**	1) Ticket to the game 2) \$10 Donation to the Burn Camp 3) Food & Drinks at the Pregame Block Party** 4) Party Bus to and from the game (Limited seats)	Can't attend the game, but you would like to come to Pregame Block Party? Not a problem, enjoy food and drinks and come support a great cause!
Prices	\$50	\$80	\$100	\$40

**** Food & Drinks will be provided at the Pregame Block Party only. Drinks include any draft beer on tap, import or domestic, from James Joyce Irish Pub & Quan's Oasis. Food will be provided by Brando's Beef.**

WHERE CAN YOU PURCHASE TICKETS?

The James Joyce Irish Pub
7138 Windsor Ave.
Berwyn, IL 60402
(Checks & Cash Only)

OR

Contact Berwyn Firefighter
Mike Laureto
Cell: (708) 415-1247
Email: michael.laureto@gmail.com

*** All checks are made out to "Put out the Flames Night" ***

I-5
Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

A Century of Progress with Pride

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

Nona Chapman
1st Ward Alderman

Date: 8-29-2011

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

Ladies and Gentlemen:

A meeting of the Budget Committee was held

On 8-29-2011 at City Hall Conference Room @ 4:45 p.m.

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

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

Review Budget Revenues and Expenses through 7-31-2011, examined the possibility of increasing the line item
#26-35-5300-Professional Services in the Public Works Department by \$125,000.00 & also in PW add \$25,000
to line item #26-35-5000-Salaries, for additional seasonal temporary help through the end of the year.

It is the recommendation of the committee that The Budget committee requested the
finance department study the request and reconvene on Sept. 6, 2011 @ 5:30 p.m.

Voting Aye: 3

Voting Nay: 0

Adjourned: 5:30 p.m.

Nona N. Chapman

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

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

I-6

A Century of Progress with Pride

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

Nona Chapman
1st Ward Alderman

Date: 9-6-2011

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

Ladies and Gentlemen:

A meeting of the Budget Committee was held
On 9-6-2011 at City Hall Conference Room @ 5:30 p.m.

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

The matter discussed was referral item# dated in regards to:
Reviewed increasing line item #26-35-5300-Professional Services in the Public Works Department by \$125,000.00 &
to line item #26-35-5000- Salaries, by \$25,000, for additional seasonal temporary help through the end of the year.
Reviewed all Budget referrals (see attached list) the committee is requesting that all be removed from the referral list.

It is the recommendation of the committee that the Budget committee refers all the
 associated requests to city council for approval.

Voting Aye: 2

Voting Nay: 0

Adjourned: 5:55 p.m.

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

BUDGET COMMITTEE

CHAPMAN- CHAIRMAN -AVILA-BOYAJIAN-MEMBERS

<u>ITEM</u>	<u>DATE</u>	<u>BY</u>	<u>REFERENCE TO</u>
#21	<u>07/28/09</u>	<u>PW DIR</u>	<u>CONCRETE V-GUTTER ALLEY VS. ASPHALT OVERLAY COST COMPARISON</u>
#7	<u>8/11/09</u>	<u>POLICE CHIEF</u>	<u>HIRE 3 OFFICERS</u>
#18	<u>08/11/09</u>	<u>BUDGET COMM</u>	<u>REVIEW RED SPEED CONTRACT</u>
#19	<u>08/25/09</u>	<u>POLICE CHIEF</u>	<u>HIRE 1 LIEUTENANT 2 SERGEANTS</u>
#10	<u>09/22/09</u>	<u>PAUL</u>	<u>REDUCED VEHICLE REGISTRATION FEES FOR ANTIQUE MOTOR VEHICLES</u>
#19	<u>12/08/09</u>	<u>POLICE PENSION BD</u>	<u>POLICE PENSION FUND</u>
#9	<u>2/09/10</u>	<u>SKRYD</u>	<u>PART TIME INSPECTORS</u>

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

6700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2675
www.berwyn-il.gov

Nora Laureto
8th Ward Alderman

Date: 8/29/11

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

Ladies and Gentlemen:

A meeting of the Building /Zoning/Planning Commission Hearing was held
On 8-29-11 at 5:30 pm

Those in attendance were Nora Laureto, Cesar Santoy, Nona Chapman, Barb Novak,
Howard Handler, Gladis Beirne, Juan del Real, Chuck Lazzara.

The matter discussed was referral item# 16 dated 6/28/11 in regards to:
Communication from the Chicago Assoc. of Realtors, West
Town Chapter

It is the recommendation of the committee that we will have an additional
meeting regarding the discussion concerning deconversion
of legal non-conforming properties and possible

Voting Aye: (no vote necessary)

Voting Nay: _____

Adjourned: 6:45 pm

Nora Laureto

Nora Laureto-Chairman
Cesar Santoy-Member
Nona Chapman-Member

checklist/form which Bldg.
Director Chuck Lazzara
will bring to next meeting.
After discussion, meeting
was adjourned at 6:45
upon motion by Santoy +
2nd by Chapman



J. Staff Reports



JH

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

August 19, 2011

Re: Replacement of AV Library Assistant I

City Clerk Pavlik:

Please add to the next City Council agenda. The position is a replacement and budgeted in the 2011 library budget. The position was approved by the library board on August 15, 2011. The job description and circular are attached.

Thank you for your consideration of this request.

Respectfully yours,

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

Tammy Clausen
Library Director



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

August 19, 2011

Re: Replacement of Library Assistant I – AV/Computer

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

Dear Mayor Lovero and members of the Berwyn City Council:

Please approve the replacement of this vacancy in the Audio Visual Department. The position is a replacement and budgeted in the 2011 library budget. The position was approved by the library board on August 15, 2011. The job description and circular are attached.

Library Assistant I – AV/Computer (40 hrs)

\$11.52/hr

This position was held by Jennifer Cuevas. She resigned to attend college. We need to replace the position to cover the Audio Visual desk. This position is in both the 2010 and 2011 budgets.

This position will be opened for 10 business days to the AFSCME bargaining unit. If a position is not filled in-house, it will then go out to the public and be listed on the Library and City's websites, posted at the library school at Dominican University, and on library listservs.

Thank you for your consideration of this request.

Respectfully yours,

Tammy Clausen
Library Director

**Berwyn Public Library
Staff Vacancy**

Position: **Library Assistant I - Audio Visual**

Salary: \$11.52 hourly

Schedule: 40 hours per week

Application Deadline: September 30, 2011

Start date: October 6, 2011

DISTINGUISHING FEATURES OF WORK:

Under the supervision of the Department Head or appointee, performs a variety of duties at assigned department's public service desk.

ILLUSTRATIVE EXAMPLES OF WORK:

1. Assist patrons in accordance with specialty of department.
2. Performs various duties related to automated database system, such as title/author searches, checking in and out materials and clearing fines on patron records.
3. Assesses materials for damage at check out & check in; informs departments of damaged materials, may make repairs as needed.
4. Assists patrons in reserves for Interlibrary Loan items; processes loans sent and received.
5. Performs physical tasks specific to department, such as shelving materials, and maintaining indoor and outdoor material returns.
6. Performs other functions and duties as assigned, specific to department.

EDUCATION:

Requires knowledge, skill and mental development equivalent to the completion of four years of high school; a high school diploma is preferred.

EXPERIENCE:

Requires elementary knowledge of library functions and procedures.

One year general work experience with the public desired.

Computer proficiency required.

Secondary language skills a plus.

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August 29, 2011

The Honorable Mayor Robert Lovero and
the Members of the Berwyn City Council
6700 W. 26th Street
Berwyn, Illinois 60402

Dear Mayor Lovero and Members of Council,

The Berwyn Park District would like to present an Intergovernmental Agreement for consideration regarding the lease of 6846 Windsor Avenue (PIN# 16-31-126-0001-0000) to the Berwyn Park District for park and public recreation purposes; including Historic Depot District activities.

The passive pocket size park is needed within the Depot District to provide open space, and will provide an area where people can stop, rest, and enjoy the beauty. With the addition of tables it will also provide an area for people frequenting local businesses a place to sit and eat.

The attached lease is similar to the previously IGA leases approved for Karban Park, and Serenity Park (formerly known as Urban Gardens), both of which are on their way to redevelopment and serving as a point of pride for our community.

Please contact me at 788-1701 with any questions or if you need further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey S. Janda".

Jeffrey S. Janda, CPRP
Executive Director

Berwyn Park District, *where park meets city*

**INTERGOVERNMENTAL AGREEMENT FOR LEASE OF LAND COMMONLY
KNOWN AS 6846 WINDSOR AVENUE FOR PARK AND RECREATION PURPOSES**

THIS AGREEMENT is made this ____ day of September, 2011, between the Berwyn Park District, Cook County, Illinois (the "Park District") and the City of Berwyn, Cook County, Illinois (the "City");

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract or otherwise associate among themselves, and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides, inter alia, that "(A)ny power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State..."; and

WHEREAS, the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.) provides that municipalities, including park districts and City's, may transfer real property to each other upon such terms as their corporate authorities may agree upon; and

WHEREAS, the Park District finds that it is necessary and desirable to acquire and develop additional park land/ open space for use by the public and the residents of Berwyn in proximity to 6846 Windsor Avenue, which is located in the Historic Depot District; and

WHEREAS, the City is the owner of certain real estate, commonly known as 6846 Windsor Avenue, permanent index number 16-31-126-001-0000, located at Kenilworth Avenue and Windsor Avenue; and

WHEREAS, the City is willing to lease parcel with pin #16-31-126-0001-0000 to the Park District, in exchange for the consideration provided for herein and subject to and under the terms of this Agreement; and

WHEREAS, the parties contemplate that the exchange of real estate and consideration will be accomplished pursuant to the aforesaid Local Government Property Transfer Act.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which is acknowledged by the parties hereto, it is hereby agreed as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth in the foregoing preamble are specifically incorporated into and made a part of this Agreement as though fully set forth in this Section 1.

2. **USE OF PREMISE.**

- a) The Park District and City acknowledge that the purpose and intent of this Agreement is to transfer control, development, operations, and maintenance of said parcel owned by the City to the Park District to serve the residents of the Park District and City.
- b) The Park District shall use the premises only for public recreation related purposes and *Historic Depot District related activities*, and during the term of the lease shall make no use of the premises whatsoever unless such use is a part of, accessory to or ancillary to the use of the premises as a Park District for public park and recreational related purposes.
- c) The Park District shall not use or occupy or permit the premises to be used or occupied in a manner that violates any applicable statute, rule, order, ordinance, or other mandated legal requirement. The Park District shall not use or maintain

the premises or permit the premises to be used or maintained in a manner that constitutes a public or private nuisance or waste. The Park District shall procure and maintain all licenses, permits and other authorizations required for its permitted use and occupancy of the premises.

3. **LEASE OF LAND.** Subject to the terms of this Agreement, the City agrees to lease to the Park District the land (the “Leased Premises”), which is legally described on Exhibit A and depicted on Exhibit B, which are attached hereto and incorporated herein by reference.

4. **TERM.** The lease shall be for a period of 99 years, with the option to renew at the end of such time for such additional periods of time as may be mutually agreeable to the parties, and will begin upon transfer of possession of the Leased Premises to the Park District.

5. **RENT.** The Park District agrees to pay the City One Dollar (\$1.00) per year for base rent for the Subject Property. The base rent for the entire term shall be paid prior to transfer of possession. Any additional rent shall be paid within thirty (30) days after the City invoices the Park District.

7. **ENVIRONMENTAL CONCERNS.** The CITY shall defend, indemnify, and hold harmless the Park District and its officers, agents, employees and representatives from and against all liability, demands, claims, actions, or causes of action, notices of violation, assessments, losses, fines, penalties, costs, damages, and expenses, including but not limited to reasonable attorneys’ fees, including, without limitation, those asserted by any federal, state or local governmental entity, or any third party, as a result of or arising out of or related to the environmental conditions on the LEASED PROPERTY; except to the extent any environmental condition is caused in whole by any negligent or wrongful act or omission of the Park District or its officers, agents, employees, representatives, or contractors. .

“Environmental conditions” means any contamination arising out of, relating to, or resulting from emissions, discharges, disseminations, disposals, releases, or threatened releases of hazardous substances into the air (indoor and outdoor), surface water, ground water, soil, land surface or subsurface, buildings, facilities, real or personal property, or fixtures. “Hazardous” substances means any pollutants; contaminants; toxic, hazardous, or extremely hazardous substances, materials, wastes, constituents, compounds, or chemicals; natural or man-made elements (including, without limitation, petroleum or any by-products or fractions thereof); any form of natural gas; Bevill Amendment [42 U.S.C. §6921(b)(3)(A)(ii)] materials; lead; and polychlorinated biphenyls (PCBs) and PCB-containing equipment regulated by, or may form the basis of liability under, any environmental laws. Environmental laws” means, without limitation, Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §9601, et seq.; the Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA), 42 U.S.C. §§11001, et seq.; the Resource Conservation and Recovery Act of 1976 (RCRA), Pub.L. No. 94-580, 90 Stat. 2795; the Clean Air Act; the Clean Water Act (Federal Water Pollution Control Act); and the Safe Drinking Water Act of 1974, 42 U.S.C. §300f, et seq., as any of the above statutes are or may be amended at any time and all rules and regulations promulgated pursuant to any of the above statutes, and any other foreign, federal, state or local law, statute, ordinance, rule, or regulation governing environmental conditions, as the same are or may be amended at any time and all applicable judicial and administrative decisions, orders, and decrees relating to environmental conditions.

The Park District and its officers, agents and employees shall be named as additional insured’s on any policies of insurance maintained by the CITY pertaining to environmental conditions or liability on the LEASED PROPERTY. Additionally, CITY shall provide a copy of certificate of insurance and additional insured endorsement. A true and correct copy of the

Illinois Environmental protection Agency No Further Remediation (NFR Letter) are hereby attached and made a part of this agreement as exhibit C.

8. **POSSESSION.** Possession shall be transferred to the Park District upon execution of this Agreement, and payment of the base rent.

9. **PARK DISTRICT RESPONSIBILITIES**

The Park District and City agree that the Park District will be responsible for the design, construction, and maintenance on the Leased Premises to serve the public, and particularly the residents of the Park District and City.

10. **CITY RESPONSIBILITIES**

The Park District and the City agree that the City shall pay the following costs associated with the Project:

(a) Any and all costs associated with the initial supply and subsequent use of electrical supply and use on the Leased Premises.

(b) Any and all costs associated with the supply and use of water and sewer on the Leased Premise.

(c) The construction costs of current surfacing removal and the grading and installation of suitable soils and turf grass. A hard surface parking area will be supplied and maintained along the alley.

(d) Any other reasonable costs the Park District and the City agree to in writing.

11. **SHARED RESPONSIBILITIES.**

The Park District and the City agree that the City will assist and support funding assistance efforts undertaken by the Park District associated with project related development including application for Tax Increment Finance Funding and grant opportunities for the design and development of the site.

Any other reasonable costs and duties the Park District and the City mutually agree to split in writing; The Park District and City shall remain responsible for the timely payment of their respective costs contemplated herein.

12. MAINTENANCE.

The Park District agrees to at its sole cost and expense, during the entire term of this lease to:

- a) Maintain and pay for all necessary maintenance for the premises
- b) Maintain, renovate, repair, and keep in good order and repair the premises as necessary.
- c) Keep the premises in a clean and wholesome condition, and at all times fully and promptly comply with all valid health and police regulations in force.
- d) Keep the improvements at any time situated upon the premises safe and secure and conforming to the requirements of the City and all other public authorities, and will make at its sole cost and expense, all additions, improvements, alterations, and repairs on the premises required by any lawful authority, and will keep the City harmless and indemnified at all times against any loss, damage, cost, or expense by reason of the failure so to do in any respect of by reason of any accident, loss or damage resulting to persons or property from any intended and permitted use which may be made of the premises, or of any improvements at any time situated thereon.
- e) Promptly comply with all laws and ordinances and the applicable lawful orders, rules, regulations and requirements of all Federal, State and Municipal Governments and appropriate departments, commissions, boards, and officers thereof, and the applicable lawful order, rules and regulations of the Board of Fire

Underwriters where the premises are situated, or any other body or bodies hereafter constituted exercising similar functions, for the repairs or alterations which may be applicable to the premises, the fixtures thereof, or the appurtenances thereto.

13. INSURANCE

- a) The Park District agrees that it will at all times during the term of this lease, at its sole cost and expense, carry and maintain for the protection of the Park District and the City, its agents, officers and employees thereof, policies of insurance or self-insurance through participation in a risk management pool, as follows:

Commercial general liability insurance policy insuring against all classes for bodily injury and death, and for all damage or injury to or destruction of property occurring in, on, or about the premises or upon the sidewalks adjacent to the premises with limits of not less than \$2,000,000 combined single limit per occurrence, subject to inflationary increases as required by the City in subsequent years.

The Park District shall maintain on file with the City during the term of this lease current certificates and certified copies of the actual endorsements extending coverage which state that the Park District has obtained the insurance coverage required under Subsection 13a) of this Section and that such insurance coverage remains in force. City shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as

primary insurance with respect to any other insurance or self-insurance afforded to City.

14. INDEMNIFICATION

a) To the fullest extent permitted by law the Park District agrees to indemnify and hold the City and all officials, agents, and employees harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from the conduct or management of or from any work or thing whatsoever done in or about the Premises and will further indemnify and hold the City harmless against and from any condition on the premises, or arising from any breach or default on the part of the Park District in the performance of any covenant or agreement on the part of the Park District to be performed, pursuant to the terms of this Lease, or arising from any negligent or intentional act or omission of the Park District or any of its agents, officers, contractors, servants, employees, or licensees, or arising from any accident, injury, or damage except to the extent any such accidents, injuries, or damages result from the negligence of the City, whatsoever caused to any person, firm, or corporation, occurring during the term of this lease, in or about the Premises, or upon the sidewalks, adjacent thereto, and from any and against all costs, attorneys' fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against the City by reason of any such claim, the Park District, upon notice from the City covenants to resist or defend such action or proceeding by counsel reasonable satisfactory to the City.

b) The Park District covenants and agrees to pay, and indemnify the City against, all legal costs and charges, including attorneys' fees, lawfully and reasonably incurred in obtaining possession of the Premises after default of the Park District or upon the expiration

or earlier termination of the term of this Lease or in enforcing any agreement of the Park District in this Lease contained.

16. **APPROVAL.** Pursuant to the requirements of the Local Government Property Transfer Act, the parties represent that they have adopted the necessary Ordinances and Resolutions, and this Amendment, by a majority vote of at least two-thirds (2/3) of the members of their respective governing boards, such vote having been taken at a duly convened public meeting, and that the officers who have executed this Amendment below are the duly elected President and Secretary of such boards, and are authorized to act on behalf of their respective governing board.

18. **ZONING.** The Park District and City agree to cooperate in all applications, hearings and conditions necessary to obtain all necessary zoning approvals for future redevelopment of the parcel.

19. **MUTUAL ASSISTANCE.** The Park District and City agree to do all things necessary or appropriate to carry out the terms and provisions of this Section and to aid and assist each other in furthering the objectives of this Section and the intent of the parties as reflected by the terms of this Section, including, without limitation, the giving of such notices, the holding of such hearings, the enactment by the parties of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Section, and as may be necessary to give effect to the objectives of this Section.

21. **COVENANT OF QUIET ENJOYMENT.** The City covenants that if and so long as the Park District pays the rent and all other charges provided for herein, and performs all of its obligations provided for herein, the Park District shall at all times during the term hereof

peaceably, have, hold and enjoy the Leased Premises, without any interruption or disturbance from the City, or any one claiming through or under the City, subject to the terms hereof.

22. CHANGES AND ALTERATIONS BY PARK DISTRICT. The Park District shall have the right at any time and from time to time during the term of this lease to make such changes and alterations to the Premises as they shall deem necessary or desirable, which changes and alterations shall be made in all cases subject to the following conditions, which the Park District covenants to observe and perform:

a) No change or alteration shall be undertaken until the Park District has procured, so far as the same may be required from time to time, all permits and authorizations of the various State and Municipal departments or other governmental or quasi-governmental authorities having jurisdiction, and the Park District agrees to join in the application for such permits or authorizations whenever such action is necessary. The City agrees to waive all municipal building permit fees related to the parcel.

b) All work done in connection with any change or alteration shall be done promptly and in good workmanlike manner and in compliance with the building and zoning laws of the City of Berwyn or other governmental or quasi-governmental authority having jurisdiction and with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof.

c) All costs incurred by the Park District as a result of any change or alterations shall be paid in full and in a timely manner by the Park District.

d) All contractors employed by the Park District shall secure the necessary licensing and bonding as required by the City.

23. ASSIGNMENT AND SUBLETTING

a) Park District will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of the City in each instance. The consent of the City to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

b) All of the provisions and limitations contained in this section, as well as the rest of this lease, shall continue in full force and effect as to the Park District herein and as to any assignee or subleasee under any assignment or sublease hereinabove provided for; and in connection with any such permitted further assignments, the subleasees and the Park District shall remain jointly and severally liable together with all other parties who shall be jointly and severally liable under any prior assignment, for the full and complete performance of all the covenants and conditions required to be kept and performed by the Park District hereunder.

24. PARK DISTRICT'S RIGHTS UPON TERMINATION. In the event that the City terminates this lease without cause prior to the expiration hereof, the Park District's remedy shall be the return of any pre-paid rent, along with the option to remove any and all property or equipment it has installed on the Leased Premises, or to invoice the City for the prorated costs for the remaining useful life of such improvements along with any costs the Park District incurred in the design and construction of the park site.

25. SUCCESSORS AND ASSIGNS. The Park District and the City each bind themselves and their successors, and/or assigns to the other parties of the Agreement and to their successors, and/or assigns of such other party in respect to all covenants of this Agreement. Except as set forth above, the Park District and the City shall not assign, sublet or transfer their respective interests in this Agreement without the prior written consent of the other. Nothing

herein shall be construed as creating any personal liability on the part of any officer or agent of the Park District or the City.

26. **RIGHT OF FIRST REFUSAL.** In the event that the City desires to sell the Leased Premises, the Park District shall have the right of first refusal for the purchase of the Leased Premises.

27. **NO DUTY TO THIRD PARTIES.** 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 and entity, who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or the City and/or any of their respective officials, officers and/or employees.

28. **RECORDING.** This Agreement shall be recorded with the Recorder of Deeds of Cook County, Illinois, upon execution of this Agreement. The cost of recording shall be paid by the Park District.

29. **REMEDIES.** In the event of a breach hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity to enforce its rights under this Agreement, including the right to reimbursement for reasonable attorney's fees.

30. **COMPLIANCE WITH LAWS.** The Park District shall comply with all applicable codes, laws, ordinances and regulations of the Berwyn Park District, the City of Berwyn, Cook County, the State of Illinois, and the Federal Government, including, but not limited to, OSHA, any and all applicable competitive bidding, public contracting, building, construction, environmental, employment, civil rights, public finance, laws, rules, regulations,

codes and orders applicable to any work performed on the Leased Premises as agreed to by the parties in this Agreement or any future amendments to this Agreement.

31. MISCELLANEOUS PROVISIONS.

31.1 *Notices.* All notices required hereunder shall be in writing and must be served either personally or by registered or certified mail, return receipt requested, addressed as follows:

To the Park District: President, Board of Park Commissioners
 Berwyn Park District
 3701 S. Scoville Avenue
 Berwyn, Illinois 60402

To the City: Mayor, City of Berwyn
 City of Berwyn 6700 W. 26th Street
 Berwyn, Illinois 60402

31.2 *Entire Agreement and Modification.* This Agreement, including the Exhibits attached hereto, represents the entire agreement between the parties hereto. This Agreement may not be modified except in writing and signed by each of the parties hereto.

31.3 *Headings.* The headings of the various sections of this Agreement are not intended as interpretations or construction of any such section, but are used for purposes of convenience or reference only.

31.4 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

31.5 *Time.* Time is of the essence of this Agreement.

31.6 *Severability.* If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

BERWYN PARK DISTRICT
Cook County, Illinois

CITY OF BERWYN
Cook County, Illinois

By: _____
President

By: _____
Mayor

Attest: _____
Secretary

Attest: _____
Clerk

SEAL

SEAL



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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

Richard Swade
Assistant Fire Chief

August 28, 2011

To: Honorable Mayor Robert Lovero

Members of City Council

From: Fire Chief Denis O'Halloran

Re: **Report and recommendation for Competitive Bidding on Replacement Emergency Warning
Tornado Siren**

Referral Item # 18 July 26, 2011 Council Meeting

Mayor Lovero & Members of City Council,

At the July 26, 2011 Council meeting, two requests for proposal bids were received and opened. One bid from Federal Signal Corporation and the other from American Signal Corporation. It would be my recommendation to approve Federal Signal Corporation (the lowest and most qualified bidder) at a price of \$39,325.00.

Federal Signal Corporation's bid includes installation of two outdoor warning sirens with integrated battery back-up, wireless control and activation, which will eliminate the existing (and costly) leased telephone lines currently, used for the existing sirens at all three fire houses. One siren will be located at the North Fire Station 2 on 16th Street, and the second at the Berwyn Police Station in the rear on a telephone pole at the appropriate height. Solar Power /battery operation for the proposed siren equipment at the Berwyn Police Department (a desired location for optimal Coverage City wide). The solar power battery operation for the proposed equipment at the Police Department has been included as a result of their on-site survey during which determined that installation of underground electric power to the siren would be cost prohibitive. The bid also includes the programming of the existing Motorola Centracom Gold Elite Radio Dispatch Consoles at the Berwyn Police Department

Communications Center to facilitate wireless Radio Frequency (RF) activation of the proposed warning sirens. Removal, haul away and disposal of all (3) existing sirens are to be performed by Braniff Communication, Inc. Their installation services contractor is also included in the price quote.

I have been in contact with Chief Ritz and his staff for site approval and to make sure that the area of installation will not inhibit any future expansion or disruption of services. I have also been in contact with Director of Public Works Robert Schiller to use the public works radio frequency for activation of the warning siren on their radio frequency during testing and emergencies and have received approval. It was recommended that we do not use existing Police or Fire Emergency radio frequencies for activation due to the fact the those frequencies are typically used when the sirens will need to be activated.

The City of Berwyn Legal Department Mr. Anthony Bertuca has reviewed the Contract and warranty information for Federal Signal and Braniff Communications and has approved the language.

American Signal Corporation the second bidder has submitted one main proposal and two Alternative proposals as follows. Main proposal was for \$45,250.00 and the two alternative proposals were for \$43,568.00 and \$33,507.00.

Therefore it would be my recommendation that the City of Berwyn enter into the agreement and sign a contract with Federal Signal Corporation and Braniff Communication for the purchase and installation of two Emergency Warning Sirens and removal of the existing equipment at a cost of \$39,325.00. Should you have any questions regarding this matter or would like to review the bids, please feel free to contact me.

Respectfully Submitted,

Denis O'Halloran

Fire Chief



Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT
"Serving with Pride"



September 6, 2011

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

Re: Police Department Building Facility Security System Upgrades

Mayor Lovero & Members of the City Council:

With the recent electrical power issues we have experienced throughout the police facility we have been reviewing all of our major technology, power, and emergency backup systems. As a result of that review we have found some issues that need to be addressed. Some of these projects have been planned for and budgeted in the police department's 2011 capital outlay.

The buildings security system is requiring some extensive upgrades and additional equipment is needed throughout the facility. Phase #1 of this project was the replacement of the internal DVR recording system which has already been completed.

Phase #2 is the upgrading and replacing of CCTV monitors that have reached their end of life serviceability as well as the need for additional security cameras throughout the building.

Along with this communication, I have attached proposals from (4) companies that we have done business with in the past. There are some variances in the proposals in terms of what solutions each company is recommending.

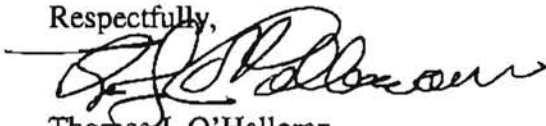
After reviewing the submitted proposals we feel the most qualified and least costly proposal is that from Keyth Technologies. Their proposal specifically outlines each individual piece of equipment and its cost. We have had experience in the past with Keyth Technologies as they were the selected vendor for phase # 1 of the security system upgrades. We are extremely pleased with their level of service and responsiveness to our needs in this project.

Page #2
September 6, 2011
Berwyn City Council
Security System Upgrades

We are respectfully asking that the sealed bid process be waived and request authorization to enter into an agreement with Keyth Technologies for the facility security upgrades as submitted with a total cost of \$13,400.00. This project has been allocated in the Police Department's 2011 Capital Improvements and is within budget.

Should you have any questions regarding this matter I'll be more than happy to discuss this further.

Respectfully,



Thomas J. O'Halloran
Division Commander
Administrative Services

VENDOR	CCTV	MONITORS	PRICING
Keyth Technologies	7	2 - 37" Front Desk 1 - 37" Watch Cmdr 2 - 42" Comm Center	\$13,400.00
Computer Power Systems	8	3 - 22" Front Desk 1 - 22" Watch Cmdr 2 - 42" Comm Center	\$14,650.00
Midco	8	2 - 23" Monitors	\$14,574.84
Intelligent Solutions Inc	7	2 - 42" Front Desk 1 - 32" Watch Cmdr 2 - 42" Comm Center	\$18,059.30

KEYTH Technologies

1575 Oakwood Avenue
Highland Park, Illinois 60035-3662
Phone: 847.433.0000
fax-847.998.0000



To Service and Protect®

CCTV Upgrades/Additions

Berwyn Police Dept

6401 West 31st St
Berwyn, IL 60402
(708) 795-2103

KEYTH Technologies, Inc.

1575 Oakwood Ave.
Highland Park, Illinois 60035

Mike Fainman


Cellular: 847-344-0003
Direct Office: 847-861-2233

Wednesday, August 10, 2011


BERWYN POLICE DEPT - CCTV UPGRADES/ADDITIONS

NETWORKING ROOM


Security Vision Systems

- | | | | |
|---|--|---|----------|
| 1 | Indoor True Day/Night IR Dome Camera
•SONY 1/3" CCD (Super HAD) •580 TVL Resolution •33 IR LEDs •2.8 - 12mm (F1.2) w/ True D/N Cut Filter •S4 Digital Signal Processor •Digital Noise Reduction (DNR) •Sense Up Feature for Optimal Night Image •Digital Image Stabilization (DIS) •Back Light Compensation (BLC) •High Light Compensation (HLC) •OSD Menu Control (Built-in Joystick or CE-REMOTE) •3-Axis Adjustment •DC12V / AC24V |  | \$250.00 |
|---|--|---|----------|

REPORTING/WRITING ROOM

- | | | | |
|---|--|---|----------|
| 1 | Indoor True Day/Night IR Dome Camera
•SONY 1/3" CCD (Super HAD) •580 TVL Resolution •33 IR LEDs •2.8 - 12mm (F1.2) w/ True D/N Cut Filter •S4 Digital Signal Processor •Digital Noise Reduction (DNR) •Sense Up Feature for Optimal Night Image •Digital Image Stabilization (DIS) •Back Light Compensation (BLC) •High Light Compensation (HLC) •OSD Menu Control (Built-in Joystick or CE-REMOTE) •3-Axis Adjustment •DC12V / AC24V |  | \$250.00 |
|---|--|---|----------|

EVIDENCE PROCESSING ROOM

- | | | | |
|---|--|---|----------|
| 1 | Indoor True Day/Night IR Dome Camera
•SONY 1/3" CCD (Super HAD) •580 TVL Resolution •33 IR LEDs •2.8 - 12mm (F1.2) w/ True D/N Cut Filter •S4 Digital Signal Processor •Digital Noise Reduction (DNR) •Sense Up Feature for Optimal Night Image •Digital Image Stabilization (DIS) •Back Light Compensation (BLC) •High Light Compensation (HLC) •OSD Menu Control (Built-in Joystick or CE-REMOTE) •3-Axis Adjustment •DC12V / AC24V |  | \$250.00 |
|---|--|---|----------|

DUI ROOM

- 1 Indoor True Day/Night IR Dome Camera \$250.00
- SONY 1/3" CCD (Super HAD) •580 TVL Resolution •33 IR LEDs •2.8 ~ 12mm (F1.2) w/ True D/N Cut Filter •S4 Digital Signal Processor •Digital Noise Reduction (DNR) •Sense Up Feature for Optimal Night Image •Digital Image Stabilization (DIS) •Back Light Compensation (BLC) •High Light Compensation (HLC) •OSD Menu Control (Built-in Joystick or CE-REMOTE) •3-Axis Adjustment •DC12V / AC24V



2ND FLR FILE ROOM

- 1 Indoor True Day/Night IR Dome Camera \$250.00
- SONY 1/3" CCD (Super HAD) •580 TVL Resolution •33 IR LEDs •2.8 ~ 12mm (F1.2) w/ True D/N Cut Filter •S4 Digital Signal Processor •Digital Noise Reduction (DNR) •Sense Up Feature for Optimal Night Image •Digital Image Stabilization (DIS) •Back Light Compensation (BLC) •High Light Compensation (HLC) •OSD Menu Control (Built-in Joystick or CE-REMOTE) •3-Axis Adjustment •DC12V / AC24V



FRONT ENTRANCE

Security Vison Systems

- 2 Vandal X True Day/Night IR Dome Camera \$700.00
- SONY 1/3" CCD (Super HAD) •580 TVL Resolution •2.8 ~ 10.5mm (F1.2) Lens w/ True D/N Cut Filter •33 Built-in LEDs •S4 Digital Signal Processor •Digital Noise Reduction (DNR) •Sense Up Feature for Optimal Night Image •Digital Image Stabilization (DIS) •Back Light Compensation (BLC) •High Light Compensation (HLC) •OSD Menu Control (Built-in Joystick or CE-REMOTE) •3-Axis Adjustment •DC12V / AC24V Camera CE-VX50 Image Sensor 1/3 Inch SONY (Super HAD) CCD Resolution 580 TV Lines IR LEDs 33 pcs Effective Pixels 768 (H) x 494 (V) Scanning System 2:1 Interface S/N Ratio 52dB (AGC Off, Weight ON) Sync System Internal / Line Lock Scanning Frequency 15.734 KHz (H), 59.



MAIN DISTRIBUTION POINT

- 1 8 OUTPUT, 24 VAC, 7.25 AMP, ENCLOSURE

\$175.00

CTV Power Center engineered to manage remote camera and accessory power requirements. Individually fused outputs make installation neat and troubleshooting simple.



FRONT DESK AREA

- 2 37" Class LCD HDTV - 1080P, 1920 x 1080, 16:9, 60Hz

LG 37LK450

\$1,550.00

The LG 37LK450 37" Class LCD HDTV features an astonishing 100,000:1 Contrast Ratio, 3 HDMI and 8 different picture modes. The large 32-inch widescreen display will leave you mesmerized with its size, providing a better view for all your movies and television shows. The LG 37LK450 37" Class LCD HDTV also comes with an Infinite Surround Sound System, allowing you to choose from five sound modes, including Standard, Music, Cinema, Game and Sports.



WATCH COMMANDER'S OFFICE

- 1 37" Class LCD HDTV - 1080P, 1920 x 1080, 16:9, 60Hz

\$775.00

The LG 37LK450 37" Class LCD HDTV features an astonishing 100,000:1 Contrast Ratio, 3 HDMI and 8 different picture modes. The large 32-inch widescreen display will leave you mesmerized with its size, providing a better view for all your movies and television shows. The LG 37LK450 37" Class LCD HDTV also comes with an Infinite Surround Sound System, allowing you to choose from five sound modes, including Standard, Music, Cinema, Game and Sports.



COMMAND CENTER

Security Vision Systems

- 2 42" Class LCD HDTV - 1080p, 1920 x 1080, 16:9, 60Hz

\$1,700.00

With almost double the pixel resolution, Full HD 1080p gives it superior picture quality over standard HDTV. Get easy self-calibration with on-screen reference points for key picture quality elements on the LG 42LK450 42" Class LCD HDTV such as black level, color, tint, sharpness and backlight levels.



MISC PARTS & WIRE

Security Vision Systems

1 Wire, Connectors, Converters, TV Mounts, Misc supplies

Keyth Misc
Wire & Parts

\$2,250.00

Siamese wire & Cat 5e VGA Extenders for 32" monitors at Front Desk to display each DVR BNC & RJ45 Connectors USB & or IR Repeater for full control of DVR Function at Front Desk



LABOR

Security Vision Systems

1 Installation & Program Labor

Keyth SVS
Installation
Labor

\$5,000.00

Run Wire, Final Trim, Programming and Head End Termination, Includes Labor to interface with your Internet Network connectivity. Install Software on all Computers and Phones



PROJECT SUMMARY

Equipment Total	\$8,400.00
Installation	<u>\$5,000.00</u>
TOTAL	\$13,400.00

TERMS:

- ✓ Signature acceptance required on legal document.
- ✓ Optional: TSP Service Program: \$89.00 per month billed annually
- ✓ 60% Down Payment on each accepted system.
- ✓ Balance due upon completion.

Total Pricing and Terms Accepted:

X _____ Date _____
Signature

X _____
Print Name

Computer Power Systems, Inc.



Thursday, August 04, 2011

Commander O'Halloran
City of Berwyn Police Dept
6401 W. 31st Street
Berwyn, IL 60402

Dear Commander,

Please review the following proposal for communication cabling at your facility.

Scope of work:

Main Project -

- Provide and install (1) RG59/18-2 Plenum Siamese cable to (8) camera locations within the Police Department.
- Provide and install (1) Outdoor rated dome camera on the front at each end of the building. (Total (2) cameras)
- Provide and install (1) Indoor dome camera in the main computer networking room.
- Provide and install (1) Indoor dome camera in the report writing room off the front desk.
- Provide and install (1) Indoor dome camera in the evidence processing room on the 1st floor.
- Provide and install (1) Indoor dome camera in the DUI room in the booking area.
- Provide and install (2) Indoor dome camera in the file room in the detectives area on the 2nd floor.
- Provide and install (3) 22" Security monitor to replace existing box monitors at front desk.
- Provide and install (1) Articulating arm wall mount bracket for 22" monitor.
- Provide and install (2) Tilt wall mount bracket for a 22" monitor.
- Provide and install (1) 22" Security monitor to replace existing box monitor in Commander's office.
- Provide and install (1) Tilt wall mount bracket for a 22" monitor.
- Provide and install (2) 42" HD LCD Security monitor in the 911 center.
- Provide and install (2) Tilt wall mount bracket for a 42" monitor.

Total for Main Project

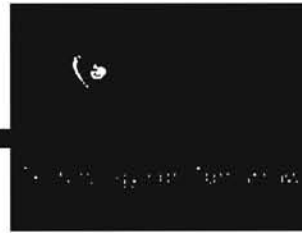
\$14,650.00

- All work will be performed in a neat and professional manner. Testing will be performed and documentation will be provided after completion.

Qualifications:

- This Proposal does not include a Lift Charge. If needed this will be additional.**
- All field work orders and/or change orders shall be executed prior to the performance of the work.
- All signatures of work orders and change orders acceptance will constitute acceptance of the outlined scope and confirm and guarantee payment in the amount as shown over and above the original accepted contract/proposal amount.
- This estimate is based on the use of plenum rated cable.**
- All labor is figured at straight time. After hour labor requires after hour rates.
- Non-standard shipping may be additional.
- Terms: A deposit of 1/3 of project will be needed, remaining balance will be NET 10.**
- Installation of cores, communication poles, wall track, or conduit if needed is not included.
- Removal of existing cabling / hardware if requested will be billed at time and materials unless otherwise specified.
- Additional cables can be installed during the installation at time and materials.
- This proposal expires in 30 days from date sent.
- CPS assumes conduit to be stubbed in and open for use. Minimum conduit stub = 3/4".

Computer Power Systems, Inc.



- Total includes all materials, transportation and labor.
- CPS is not responsible for the removal, relocation, or installation of any hardware, equipment, cross-connects or special circuits unless otherwise specified.
- Figures based on all areas being free and clear of obstructions during time of installation.
- Once work commences, it will proceed uninterrupted until project completion. Delays caused by situations beyond CPS's control will result in renegotiation of the work schedule/pricing.
- Changes of scope or design may result in charges that are not incorporated into existing pricing, and will be billed separately if incurred, as well as the costs for travel and other incidentals.
- CPS warrants all services to be free of defect in material or workmanship for a period of 12 months from the date that the work is performed.
- A site contact familiar with the installation will be available at all times to answer questions, open locked areas, and authorize changes throughout project.
- Figures do not include permits, bonds, or fees if required unless stated above.

Thank you for the opportunity to supply your cabling needs. If you have any questions, please feel free to call me.

Sincerely,

Doug Danielson
Project Manager

Accepted by _____ Date: _____ PO# _____

Filename: City of Berwyn - PD Camera System rev03



MidCo Inc. Proposal

MidCo Inc.
 16W221 Shore Court
 Burr Ridge, IL 60527
 www.midcosystems.com

Purchaser:	Berwyn Police Department	Quote Date:	August 8, 2011
Address:	6401 West 31st Street Berwyn, IL 60402 (708) 795-2103	Prepared By:	Kelly Sullivan
Phone		E-Mail:	ksullivan@midcosystems.com
Fax:		Proposal #:	110808KS-1
Prepared For:	Tom O'Halloran	E-Mail:	to'halloran@ci.berwyn.il.us

Project: CCTV, No DVR/NVR **Total:** \$14,574.84
Tax Not Included

Qty	Mfg.	Part No.	Description	Per Unit Price	Extended Price
CCTV					
2	Dell		Optiplex 380 Desktops		
2	Dell		23 inch Monitors		
			(High Priority)		
4	Clinton		540 TVL, VF 2.8-10.5mm Lens		
1	Clinton		540 TVL, VF 2.8-10.5mm, 3-Axis, OSD, D/N, 12/24V		
			(Low Priority)		
3	Clinton		540 TVL, VF 2.8-10.5mm Lens		
1			IP Camera		
			Includes replacement of cell corner camera		
1			Mounting Equipment		
1			Power Supply		
1	MidCo	Programming	Technical Support and Programming		
1	MidCo	Management	Project Management		
1	MidCo	Commissioning	Commissioning		
1	MidCo	Training	Training		
1	MidCo	Miscellaneous	Permits, fees, misc. material		
1	Cable	1 Lot	Device Cabling		

Price includes applicable installation labor unless otherwise noted. Price is exclusive of all conduit and electrical boxes. Our proposal includes adequate labor to connect, program and test circuits with your system. Troubleshooting network problems caused by 3rd party suppliers is not included with this proposal. Additional labor hours that are required as a result of the non-performance of these 3rd party devices will be invoiced at our prevailing rate.

Purchaser acknowledges receipt of MidCo's Terms and Conditions and Project Qualifications documents, understands them, and agrees to be bound by its provisions. Further, the purchaser agrees that it is the complete and exclusive statement of the agreement between the parties which superseded all proposals or prior agreements oral or written.

MidCo Inc. Signature _____	Signature of Purchaser _____
Date _____	Date _____



MidCo Inc. Proposal

MidCo Inc.
16W221 Shore Court
Burr Ridge, IL 60527
www.midcosystems.com

Purchaser:	Berwyn Police Department	Proposal Date:	August 8, 2011
Address:	6401 West 31st Street	Prepared By:	Kelly Sullivan
City, St, Zip	Berwyn, IL 60402	E-Mail:	ksullivan@midcosystems.com
Phone	(708) 795-2103	Proposal #:	110808KS-1
Fax:			
Prepared For:	Tom O'Halloran	E-Mail:	to'halloran@ci.berwyn.il.us

Project: CCTV, No DVR/NVR

Page 2

Qty	Mfg.	Part No.	Description	Per Unit Price	Extended Price
-----	------	----------	-------------	----------------	----------------

NOTES

Conduit not included
 Assumes work to be completed during normal
 business hours, Monday-Friday
 More monitors can be added upon request
 Assumes that a lift will not be required for outdoor
 camera
 Cabling for low priority cameras not included
 There will be a PM walk through before the
 project begins to ensure proper settings for
 installation
 NVR, Video Server Software License and Video
 Server Client License Not Included

Price includes applicable installation labor unless otherwise noted. Price is exclusive of all conduit and electrical boxes. Our proposal includes adequate labor to connect, program and test circuits with your system. Troubleshooting network problems caused by 3rd party suppliers is not included with this proposal. Additional labor hours that are required as a result of the non-performance of these 3rd party devices will be invoiced at our prevailing rate.

Purchaser acknowledges receipt of MidCo's Terms and Conditions and Project Qualifications documents, understands them, and agrees to be bound by its provisions. Further, the purchaser agrees that it is the complete and exclusive statement of the agreement between the parties which superseded all proposals or prior agreements oral or written.

MidCo Inc. Signature _____	Signature of Purchaser _____
Date _____	Date _____

This proposal valid for 15 days from Date of Proposal

Page 2 of 2

Phone # (630) 887-1800 - Fax# (630) 887-1962



9930 W. 190TH STREET | SUITE L | MOKENA, IL 60448
 TEL: 708.479.6532 | FAX: 708.479.6548
 WWW.INTELLIGENTSOLUTIONS.NET



ESTIMATE

Date	Estimate #
3/22/2011	11-133

Name / Address
Berwyn Police Department Attn: Tom O'Halloran 6401 W. 31st Street Berwyn, IL 60402-0701

			Project
Description	Qty	Cost	Total
Joystick Controllers for PTZ Cameras	5	470.75	2,353.75
Nuvico Optical Zoom Day/Night PTZ cameras	2	1,691.25	3,382.50
Corner Mount Brackets	2	53.75	107.50
Nuvico 1/3" Fixed Cameras	5	160.75	803.75
Power Supply	1	128.75	128.75
Siamese cable RG59U 1,000 foot spool	1	306.50	306.50
32" Toshiba LCD Monitors with Articulating Mounts (1) Watch Commanders Office	1	387.75	387.75
42" Toshiba LCD Monitors with Articulating Mounts (2) in Dispatch (2) in Front Desk	4	572.20	2,288.80
CAT5 Cable, Cabling Supplies, Misc Supplies	1	1,500.00	1,500.00
Estimated 60-80 Hours for Installation, Cabling and Labor	80	85.00	6,800.00
~~~~~ CHANGE ORDER ~~~~~ August 5, 2011 > Removed 1 7017-Equip.. (-\$5,241.25) Total change to estimate -\$5,241.25 ~~~~~			
The quote is valid for only 30 days.		<b>Subtotal</b>	\$18,059.30
		<b>Sales Tax (7.5%)</b>	\$0.00
		<b>Total</b>	\$18,059.30

The City of Berwyn



Anthony T. Bertuca  
City Attorney

5-5

A Century of Progress with Pride

September 7, 2011

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

Re: 10 WC 11786  
07 WC 056665  
Date of Accident-Loss Claim: 6/30/10

Dear Mr. Pavlik:

Please put this item on the September 13, 2011 agenda, authorizing the settlement of the above referenced matters for the total of \$43,339.73, based upon the City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca  
City Attorney





A Century of Progress with Pride

Date: September 13, 2011  
To: Mayor and City Council  
From: Brian Pabst, City Administrator  
Re: Recommendation of both an elevator and general contractor.

The City of Berwyn was awarded a grant from DCEO for the replacement of the existing service and passenger elevators in the library. On May 10, 2011 City Council approved for staff to develop and disseminate RFP's via the City's sealed bid process for both an elevator and general contractor. The sealed bids were opened and reviewed by staff and the City's architects and engineer.

The City received two bids for the elevator construction work. The lowest and best bid for the elevator construction work was Southwest Industries, Inc. DBA Anderson Elevator Company, Inc in the amount of \$151,400.

We received five bids for the general contractor work. The review team recommends that the City award this contract to UJAMAA Construction, Inc. in the amount of \$69,255. UJAMAA was the second lowest bidder.

We originally anticipated paying for this project from the 2007 capital bond, however, we were fortunate to have been awarded a DCEO grant in the amount \$160,000 thereby lessening our overall cost. The general contractor and elevator construction cost is \$220,655 plus architectural design and engineering costs. The prior approved amount for architectural services is \$20,800 and per past practice, the City engineer is paid on a fixed hourly rate.

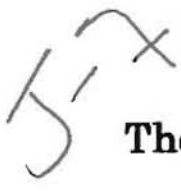
Representatives from both companies will be at the September 13, 2011 COW meeting to answer any questions you may have.

Recommendations:

1. To approve Southwest Industries, Inc. DBA Anderson Elevator Company, Inc. as elevator contractor for the amount of \$151,400.
2. To approve UJAMAA Construction, Inc. as general contractor in the amount of \$69,255.
3. Since this is a City project, permit fees have not been included in the bid amounts listed above. Therefore, I am requesting a motion to waive permit fees for both contractors.

---

Brian Pabst  
City Administrator



The City of Berwyn



John Wysocki  
Finance Director

A Century of Progress with Pride

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

To: Mayor Robert J. Lovero and the City Council

From: John Wysocki *John Wysocki*

Subject: American Express Reward Points

Date: September 8, 2011

In February of this year, City Council approved the issuance of an American Express card to the City and participation in the Membership Rewards Program. This card was to be used to pay two of our largest monthly bills – water and garbage.

I am pleased to report that the City has already earned 3,909,417 points. I have redeemed 3,900,000 of these points for \$19,500 in American Express Travelers Checks. Upon receipt, these will be deposited into the City's general bank account at Citizens Bank. I expect to redeem additional points closer to the end of the year.

Please accept this communication as informational.

1500  
The City of Berwyn



John Wysocki  
Finance Director

A Century of Progress with Pride

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

To: Mayor Robert J. Lovero and the City Council

From: John Wysocki *John Wysocki*

Subject: Health and Dental Insurance Savings

Date: September 8, 2011

One of the first projects that our new assistant finance director, Dave Jelonek, has undertaken was to review health and dental insurance bills and ensure that premium amounts recorded in our payroll system matched with the bills.

In the process of doing this, Dave identified erroneous billings from the insurance providers and/or errors in payroll deductions amounting to over \$65,000. We have recovered over \$53,000 to date and continue to work to recover the remainder. We have also put additional controls in place to monitor insurance bills to promptly detect any future errors.

I wish to congratulate Dave on his new position with the City and on the cost savings that has already resulted from his efforts. Please accept this communication as informational. Thank you.

J-a  
The City of Berwyn



John Wysocki  
Finance Director

A Century of Progress with Pride

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

To: Mayor Robert J. Lovero and the City Council

From: John Wysocki 

Subject: 2011 Supplemental Appropriations Ordinance

Date: September 13, 2011

Attached is a 2011 Supplemental Appropriations Ordinance for your approval. The purpose of the supplemental appropriation is to provide additional seasonal temporary staff and contractual tree trimming in the Public Works department to supplement staff's continuing efforts. Public Works Director Bob Schiller has met with the budget committee to discuss this matter and the committee has concurred with this supplemental appropriation. Thank you.

Recommendation: Staff recommends that you adopt the attached ordinance appropriating additional funds to the Public Works department to be paid for from the FEMA grant.

**ORDINANCE NO.**

**A SUPPLEMENTAL GENERAL FUND APPROPRIATION ORDINANCE FOR  
THE 2011 FISCAL YEAR IN THE CITY OF BERWYN, COOK COUNTY,  
ILLINOIS**

**WHEREAS**, the City of Berwyn adopted an annual appropriation ordinance on February 22, 2011 following legal notice and public hearing; and,

**WHEREAS**, the appropriation ordinance was based upon estimated expenditures in different departments and funds pursuant to revenue projections, capital expenditures and other revenues and funds, not including total fund balance or reserve amounts; and,

**WHEREAS**, increased costs due to severe storms have effectuated alterations in several department expenditures, particularly in public works; and,

**WHEREAS**, the City of Berwyn is authorized by Illinois law to adopt supplemental appropriations prior to the end of the fiscal year in amounts necessary to recognize the expenditure of municipal obligations in certain departments and funds in excess of the expenditures identified in the City's annual appropriation ordinance; and,

**WHEREAS**, the City of Berwyn is expected to receive additional unbudgeted revenues including a grant from the Federal Emergency Management (FEMA), and this supplemental appropriation is made only to those funds or accounts hereinafter identified.

**THEREFORE BE IT HEREBY ORDAINED THAT**, the City Council of the City of Berwyn, pursuant to its home-rule authority, adopts a Supplemental Appropriation Ordinance as set forth below:

**SECTION 1:** That all recitals are hereby incorporated into this ordinance and made a part thereof.

**SECTION 2:** That the following department of the General Fund be allocated supplemental appropriation in the following amounts and for the following purposes:

<u>Department</u>	<u>Purpose</u>	<u>Supplement</u>
Public Works	Increased contractual tree trimming to supplement staff's continuing efforts	\$125,000
Public Works	Increased seasonal temporary staff	\$ 25,000

This supplemental appropriation is to be funded as follows:

<u>Source</u>	<u>Amounts</u>
FEMA Grant	\$150,000 of \$195,000 grant

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

**SECTION 4:** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5:** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**ADOPTED** this ___ day of September, 2011, pursuant to a roll call vote as follows:

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

**APPROVED** by the Mayor on September ____, 2011.

_____  
Robert J. Lovero, Mayor

**ATTEST:**

_____  
Thomas J. Pavlik, City Clerk



J-10  
The City of Berwyn



Nicole Campbell  
Traffic Engineer

**A Century of Progress with Pride**

September 13, 2011

To: Mayor Robert J. Lovero & City Council Members

From: Nicole Campbell, City Traffic Engineer

Re: Revisions to Resident Parking Only

The residents on Lombard and Harvey Avenues south of Ogden Avenue have experienced an influx of outsider parking recently. City staff met to discuss the issues the residents in this area have encountered and have developed a recommendation to provide some relief.

Recommendation

Staff recommends that Lombard and Harvey Avenues from Ogden Avenue to 35th Street are designated as Resident Parking Only, that the attached ordinance is approved to facilitate these changes and that Public Works is authorized to purchase and install the necessary signage.

Sincerely,

Nicole Campbell, Traffic Engineer



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

---

**ORDINANCE**  
NUMBER

---

**AN ORDINANCE ESTABLISHING RESIDENT ONLY PARKING IN  
RESIDENTIAL AREAS ALONG OGDEN AVENUE AND AMENDING  
CHAPTER 480 OF THE TRAFFIC CODE OF THE CODIFIED  
ORDINANCES OF THE CITY OF BERWYN**

---

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

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

---

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn, Illinois on  
September 13, 2011

ORDINANCE NO.: _____

**AN ORDINANCE ESTABLISHING RESIDENT ONLY PARKING IN RESIDENTIAL  
AREAS ALONG OGDEN AVENUE AND AMENDING CHAPTER 480 OF THE  
TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN**

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

**WHEREAS**, the Mayor and the City Council of the City of Berwyn (the "Corporate Authorities") has adopted a Traffic Code, which has been amended from time to time; and

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

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

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

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

**Section 2:** Section 484.08A of the Codified Ordinances of the City of Berwyn, Cook County, Illinois is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

**484.08A RESIDENT PARKING ONLY**

3) RESIDENT PARKING ONLY

These locations are as follows:

14th Street from Grove Avenue to Euclid Avenue.

Oak Park Avenue from 13th Street to 15th Street.

**Harvey Avenue from Ogden Avenue to 35th Street.**

**Lombard Avenue from Ogden Avenue to 35th Street.**

4) RESIDENT PARKING ONLY 3:00 A.M. TO 9:00 A.M.

These locations are as follows:

Lombard Avenue from Roosevelt Road to **Ogden Avenue and from 35th Street to Pershing Road (39th Street).**

- (a) Enforcement of restrictions created under this section shall not be enforced until such times as signs indicating the parking restrictions are posted. Enforcement of the parking restrictions may begin on each City block only as signs indicating parking restrictions are posted on each individual City block.

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

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

**Adopted** by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of _____ 2011, pursuant to a roll call vote, as follows:

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

**Approved** by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2011.

_____  
 Robert J. Lovero  
 MAYOR

ATTEST:

_____  
 Thomas J. Pavlik  
 CITY CLERK

**The City of Berwyn**



**Anthony T. Bertuca**  
City Attorney

**A Century of Progress with Pride**

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2675  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

September 13, 2011

To: Mayor Robert J. Lovero & City Council Members

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

Re: Ordinance for Superzone parking on Wesley Avenue

Council approved Wesley Avenue between 26th Street and 25th Street to be designated as superzone parking. In addition, please note that vehicle stickers and superzone stickers have been combined into one decal. The ordinance has also been updated to reflect that change and is attached for Council approval.

Sincerely,

*Anthony T. Bertuca*

Anthony T. Bertuca, City Attorney

*Nicole Campbell*

Nicole Campbell, Traffic Engineer

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

---

**ORDINANCE**  
NUMBER

---

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

---

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

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

---

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn, Illinois on  
September 13, 2011

ORDINANCE NO.: _____

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

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

**WHEREAS**, the Mayor and the City Council of the City of Berwyn (the "Corporate Authorities") has adopted a Traffic Code, which has been amended from time to time;

**WHEREAS**, the Corporate Authorities recognize that parking regulations are important to the fabric and safety of the community and must be upheld; and

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

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

**Section 1:** Section 484.02, Chapter 484, Superzone Decals is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

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



## § 484.02 SUPERZONE DECALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Adopted** by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of _____ 2011, pursuant to a roll call vote, as follows:

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

**Approved** by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2011.

_____  
Robert J. Lovero  
MAYOR

ATTEST:

_____  
Thomas J. Pavlik  
CITY CLERK

The City of Berwyn



Robert P. Schiller  
Director of Public Works

A Century of Progress with Pride

Date: September 9, 2011

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

Re: Request to approve and award 2011 Cost Shared Sidewalk Program

The City of Berwyn opened sealed bids for the above mentioned project on September 7, 2011. Six bidders submitted proposals for consideration. They were D'Land Construction, Robert R. Andreas & Sons, Suburban Concrete, Strada Construction, Schroeder & Schroeder and American Underground. The City received favorable bids for this project. Five of the bidders were below the engineer's estimate of \$121,500.

These bids were received and tabulated, with errors indentified in some of the bids, but they did not affect the bid order. The low bidder was Suburban Concrete with a bid of \$74,200. Their performance and workmanship met the contract specifications. In addition, previously, Suburban Concrete was awarded the 2009 CDBG sidewalk project and we were pleased with their performance. A copy of the tabulation of bids is attached to this document.

**Recommendation:** *Staff recommends award of the 2011 Cost Shared Sidewalk Project to Suburban Concrete in the amount of \$74,200.00. This project is budgeted within the Public Works Budget.*

Respectfully,

  
Robert Schiller  
Director of Public Works

Date: 9/7/2011

TABULATION OF BIDS

Page 1 Of 1

OWNER: City of Berwyn  
PROJECT DESCRIPTION: 2011 Sidewalk Replacement Program

PROJECT NO: 11271

BID OPENING: September 6, 2011 @ 10:30 a.m.

Item No	Description	Unit	Quantity	Engineers Estimate		Suburban Concrete 21227 W. Commercial Dr. Mundelein, IL 60062 5% Bid Bond		Stada Construction 1742 W. Armitage Court Addison, IL 60101 5% Bid Bond		Schroeder & Schroeder 7306 Central Park Skokie, IL 60076 5% Bid Bond		American Underground of IL 724 Dartmouth Lane Schaumburg, IL 60193 5% Bid Bond		Robert R. Andreas & Sons 3701 S. 61st Avenue Cicero, IL 60804 5% Bid Bond		O'Land Construction 600 S. County Line Rd., #1N Evanston, IL 60116 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sidewalk Removal	SQ FT	15000	1.25	18,750.00	0.85	12,750.00	1.00	15,000.00	1.25	18,750.00	0.72	10,800.00	1.25	18,750.00	2.00	30,000.00
2	Portland Cement Concrete Sidewalk, 3"	SD FT	15050	4.50	67,500.00	3.90	58,695.00	4.00	60,200.00	4.00	60,200.00	3.50	52,425.00	4.10	61,500.00	4.00	60,000.00
3	Detachable Warning	SD FT	100	25.00	2,500.00	10.00	1,000.00	15.00	1,500.00	22.00	2,200.00	23.87	2,387.00	20.00	2,000.00	30.00	3,000.00
4	Combination Curb & Gutter Removal	FOOT	100	5.00	500.00	3.00	300.00	7.00	700.00	3.00	300.00	3.30	330.00	6.00	600.00	10.00	1,000.00
5	Combination Concrete Curb & Gutter Type B-6 12	FOOT	100	15.00	1,500.00	8.00	800.00	10.00	1,000.00	14.00	1,400.00	19.11	1,911.00	20.50	2,050.00	20.00	2,000.00
6	Driveway Pavement Removal	SD YD	100	15.00	1,500.00	5.00	500.00	9.00	900.00	10.00	1,000.00	3.83	574.50	18.00	1,800.00	15.00	1,500.00
7	Portland Cement Concrete Driveway Pavement, 7"	SD YD	100	45.00	4,500.00	30.00	3,000.00	42.75	4,275.00	45.00	4,500.00	38.50	3,850.00	54.00	5,400.00	15.00	1,500.00
8	Portland Cement Concrete Alley Pavement Patching, 6"	SD YD	50	60.00	3,000.00	35.00	1,750.00	63.00	3,150.00	48.00	2,400.00	89.50	4,475.00	68.00	3,400.00	81.00	4,050.00
9	Pavement Removal and Replacement, 8" P.C. Concrete Base and 3" Hot-Mix Asphalt Surface	SD YD	100	100.00	10,000.00	50.00	5,000.00	90.00	9,000.00	80.00	8,000.00	164.00	16,400.00	95.00	9,500.00	140.00	14,000.00
10	Topsoil Furnish and Place, 4"	SD YD	500	5.50	2,750.00	2.00	1,000.00	6.00	3,000.00	1.00	500.00	4.87	2,435.00	5.25	2,625.00	15.00	7,500.00
11	Seeding, Class I	ACRE	0.1	10,000.00	1,000.00	1,500.00	150.00	5,000.00	500.00	500.00	1,500.00	150.00	1,500.00	680.00	68.00	250.00	2,800.00
12	Incidental Hot-Mix Asphalt Surfacing	TON	10	200.00	2,000.00	80.00	800.00	80.00	800.00	200.00	2,000.00	93.50	935.00	725.00	7,250.00	300.00	3,000.00
13	Traffic Control and Protection	L.SUM	1	2,500.00	2,500.00	150.00	150.00	1,000.00	1,000.00	1,750.00	1,750.00	1,000.00	1,000.00	2,000.00	2,000.00	8375.00	8,375.00
14	Insurance Provisions - Complete	L.SUM	1	3,000.00	3,000.00	750.00	750.00	500.00	500.00	750.00	750.00	2,000.00	2,000.00	7,000.00	7,000.00	3500.00	3,500.00
<b>Totals:</b>					<b>121,500.00</b>		<b>74,700.00</b>		<b>101,325.00</b>		<b>101,700.00</b>		<b>103,799.00</b>		<b>114,275.00</b>		<b>143,825.00</b>
<b>Bid Error Corrections:</b>																	
10 Topsoil Furnish and Place 4"																	
Total																	
<b>Corrected Totals ---</b>							<b>74,200.00</b>		<b>101,325.00</b>		<b>101,700.00</b>		<b>103,799.00</b>		<b>114,275.00</b>		<b>143,825.00</b>
Over / Under ----							<b>-47,300.00</b>		<b>-20,175.00</b>		<b>-19,800.00</b>		<b>-17,701.00</b>		<b>-7,225.00</b>		<b>22,425.00</b>
Percent ----							<b>-38.93%</b>		<b>-19.90%</b>		<b>-19.30%</b>		<b>-16.57%</b>		<b>-6.35%</b>		<b>15.66%</b>

The City of Berwyn



Robert P. Schiller  
Director of Public Works

J-13

A Century of Progress with Pride

Date: September 9, 2011

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

Re: Request to approve and award 2011 Community Development Block Grant (CDBG)  
Sidewalk Program, Block Grant #11-07.

The City of Berwyn opened sealed bids for the above mentioned project on September 7, 2011. Six bidders submitted proposals for consideration. They were D'Land Construction, Robert R. Andreas & Sons, Suburban Concrete, Strada Construction, Schroeder & Schroeder and American Underground. The City received favorable bids for this project. All six bidders were below the engineer's estimate of \$118,250.

These bids were received and tabulated, with errors indentified in some of the bids but they did not affect the bid order. The low bidder was Suburban Concrete with a bid of \$73,950. Their performance and workmanship met the contract specifications. Suburban Concrete was previously awarded the 2009 CDBG sidewalk project. A copy of the tabulation of bids is attached to this document.

**Recommendation: Staff recommends award of the 2011 CDBG Sidewalk Project to Suburban Concrete in the amount of \$73,950. This project is funded by CDBG Grant Funds.**

Respectfully,

Robert Schiller  
Director of Public Works



TABULATION OF BIDS

OWNER: City of Berwyn  
 PROJECT DESCRIPTION: 2011 CDBG Sidewalk Improvements  
 CDBG Project No. 11-07  
 BID OPENING: September 6, 2011 @ 10:00 a.m.

PROJECT NO: 11054

Item No	Description	Unit	Quantity	Engineers Estimate		Suburban Concrete 21227 W. Commercial Dr. Mundelein, IL 60062 5% Bid Bond		Strada Construction 1742 W. Armitage Court Addison, IL 60101 5% Bid Bond		Schroeder & Schroeder 7305 Central Park Skokie, IL 60076 5% Bid Bond		D'Land Construction 600 S. County Line Rd., #1N Bensenville, IL 60105 5% Bid Bond		Robert R. Andreas & Sons 3701 S. 51st Avenue Creer, IL 60804 5% Bid Bond		American Underground of IL 724 Danmorth Lane Schaumburg, IL 60193 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sidewalk Removal	SQ FT	16000	1.25	20,000.00	0.89	14,240.00	1.00	16,000.00	1.25	20,000.00	1.00	16,000.00	1.25	20,000.00	1.00	16,000.00
2	Portland Cement Concrete Sidewalk, 5"	SQ FT	16000	4.50	72,000.00	3.00	48,000.00	3.75	60,000.00	4.00	64,000.00	3.88	62,240.00	4.10	65,600.00	5.00	80,000.00
3	Detectable Warnings	SQ FT	16	25.00	400.00	10.00	160.00	15.00	240.00	22.00	352.00	20.00	320.00	20.00	320.00	23.87	381.92
4	Combination Curb and Gutter Removal	FOOT	50	5.00	250.00	3.00	150.00	5.00	250.00	3.00	150.00	5.00	250.00	8.00	400.00	3.83	191.50
5	Combination Concrete Curb and Gutter, Type B & 12	FOOT	50	15.00	750.00	8.00	400.00	10.00	500.00	14.00	700.00	15.00	750.00	20.00	1,000.00	19.11	955.50
6	Curb Removal	FOOT	50	5.00	250.00	3.00	150.00	8.00	400.00	3.00	150.00	5.00	250.00	5.00	250.00	3.85	192.50
7	Concrete Curb, Type B, Special	FOOT	50	18.00	900.00	8.00	400.00	10.00	500.00	12.00	600.00	15.00	750.00	20.00	1,000.00	13.14	657.00
8	Driveway Pavement Removal	SQ YD	40	15.00	600.00	5.00	200.00	9.00	360.00	10.00	400.00	15.00	600.00	16.00	720.00	9.83	385.20
9	Portland Cement Concrete Driveway Pavement, 7"	SQ YD	40	45.00	1,800.00	30.00	1,200.00	36.00	1,440.00	45.00	1,800.00	45.00	1,800.00	54.00	2,160.00	40.00	1,600.00
10	Portland Cement Concrete Alley Pavement Patching, 6"	SQ YD	150	80.00	12,000.00	35.00	5,250.00	67.50	10,125.00	50.00	7,500.00	70.00	10,500.00	60.00	9,000.00	60.60	9,075.00
11	Topsoil Furnish and Place, 4"	SQ YD	600	5.50	3,300.00	2.00	1,200.00	3.00	1,800.00	1.00	600.00	4.50	2,700.00	5.75	3,450.00	4.07	2,442.00
12	Seeding, Class I	ACRE	0.1	10,000.00	1,000.00	1,500.00	150.00	5,000.00	500.00	500.00	1,500.00	150.00	1,500.00	8,500.00	850.00	8,500.00	650.00
13	Incinerator Hot-Mix Asphalt Surfacing	TON	10	250.00	2,500.00	80.00	800.00	80.00	800.00	200.00	2,000.00	200.00	2,000.00	225.00	2,250.00	93.50	935.00
14	Traffic Control & Protection	L SUM	1	2,500.00	2,500.00	750.00	750.00	1,000.00	1,000.00	1,750.00	1,750.00	1,595.00	1,595.00	2,000.00	2,000.00	1,000.00	1,000.00
15	Insurance Provisions - Complete	L SUM	1	3,000.00	3,000.00	750.00	750.00	500.00	500.00	750.00	750.00	1,250.00	1,250.00	2,000.00	2,000.00	2,000.00	2,000.00
<b>Totals</b>					<b>118,250.00</b>		<b>73,950.00</b>		<b>94,416.00</b>		<b>100,802.00</b>		<b>102,409.00</b>		<b>110,550.00</b>		<b>116,775.62</b>
<b>Bid Error Corrections:</b>																	
11 Topsoil Furnish and Place, 4"															3,150.00		
Total															112,650.00		
<b>Corrected Totals</b>							<b>73,950.00</b>		<b>94,416.00</b>		<b>100,802.00</b>		<b>102,409.00</b>		<b>110,550.00</b>		<b>116,775.62</b>
Over / Under							-44,300.00		-23,835.00		17,348.00		15,640.10		-7,800.00		-1,474.38
Percent							-37.46%		-20.16%		14.67%		13.40%		-6.43%		-1.25%





## **K. Consent Agenda**

**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

September 9, 2011

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

SUBJECT: Payroll August 31, 2011

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the September 13, 2011 meeting.

Payroll: August 31, 2011 in the amount of \$930,399.69.

Respectfully Submitted,

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

Nona N. Chapman  
Budget Committee Chairman

*K-2*

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

September 8, 2011

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

SUBJECT: Payables September 13, 2011 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the September 13, 2011 meeting.

Total Payables: September 13, 2011 in the amount of \$1,491,602.97.

Respectfully Submitted,

Nona N. Chapman  
Budget Committee Chairman

# Payment Register

From Payment Date: 9/9/2010 - To Payment Date: 9/14/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
13855	08/22/2011	Open			Accounts Payable	AT & T	\$27.31		
13856	08/22/2011	Open			Accounts Payable	JCCIA Columbus Day Parade	\$250.00		
13857	08/22/2011	Open			Accounts Payable	MARIA SS. LAURETANA	\$200.00		
13858	08/23/2011	Open			Accounts Payable	Mike & Sons	\$6,295.60		
13859	08/29/2011	Open			Accounts Payable	Secretary of State	\$194.00		
13860	09/02/2011	Open			Accounts Payable	Nidia Pagoada	\$1,475.00		
13861	09/14/2011	Open			Accounts Payable	1st Source America	\$2,495.81		
13862	09/14/2011	Open			Accounts Payable	5 Alarm Fire & Safety Equipment, Inc.	\$133.00		
13863	09/14/2011	Open			Accounts Payable	Abarr Sales, Inc.	\$148.00		
13864	09/14/2011	Open			Accounts Payable	ABC Automotive Electronics	\$3,270.98		
13865	09/14/2011	Open			Accounts Payable	ABC Automotive Electronics	\$1,939.45		
13866	09/14/2011	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$10,133.00		
13867	09/14/2011	Open			Accounts Payable	Able Printing Service	\$771.27		
13868	09/14/2011	Open			Accounts Payable	ADT Security Services	\$467.70		
13869	09/14/2011	Open			Accounts Payable	Adult Reading Round Table	\$30.00		
13870	09/14/2011	Open			Accounts Payable	AETNA - U.S. Healthcare	\$25,664.57		
13871	09/14/2011	Open			Accounts Payable	Air One Equipment, Inc.	\$598.90		
13872	09/14/2011	Open			Accounts Payable	AirClean Systems	\$12,600.00		
13873	09/14/2011	Open			Accounts Payable	AmAudit	\$929.88		
13874	09/14/2011	Open			Accounts Payable	Amazon.com	\$348.92		
13875	09/14/2011	Open			Accounts Payable	American Legal Publishing Corporation	\$250.00		
13876	09/14/2011	Open			Accounts Payable	Ancel, Glink, Diamond, Bush, DiCianni & Kraftherfer, PC	\$3,640.00		
13877	09/14/2011	Open			Accounts Payable	Anderson's Books, Inc	\$198.00		
13878	09/14/2011	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$426.00		
13879	09/14/2011	Open			Accounts Payable	Art Flo Shirt and Lettering	\$588.50		
13880	09/14/2011	Open			Accounts Payable	Associated Tire and Battery	\$211.00		
13881	09/14/2011	Open			Accounts Payable	AT & T	\$4,998.20		
13882	09/14/2011	Open			Accounts Payable	AT & T	\$20,193.15		
13883	09/14/2011	Open			Accounts Payable	AT & T	\$349.09		
13884	09/14/2011	Open			Accounts Payable	AT & T	\$321.99		
13885	09/14/2011	Open			Accounts Payable	AudioGo	\$363.56		
13886	09/14/2011	Open			Accounts Payable	Avaya, Inc.	\$40.15		
13887	09/14/2011	Open			Accounts Payable	B. Davids Landscaping	\$1,715.00		
13888	09/14/2011	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$1,027.71		
13889	09/14/2011	Open			Accounts Payable	Banc of America, Public Capital Corporation	\$5,512.68		
13890	09/14/2011	Open			Accounts Payable	Barge Terminal & Trucking	\$351.00		
13891	09/14/2011	Open			Accounts Payable	Becky Spratford	\$4.60		
13892	09/14/2011	Open			Accounts Payable	Bellwood Public Library	\$34.00		
13893	09/14/2011	Open			Accounts Payable	Ben's Rental & Sales	\$75.00		
13894	09/14/2011	Open			Accounts Payable	Berwyn Development Corporation	\$55,663.84		
13895	09/14/2011	Open			Accounts Payable	Berwyn Main Street	\$129,500.00		
13896	09/14/2011	Open			Accounts Payable	Beth Durkin	\$2,489.49		
13897	09/14/2011	Open			Accounts Payable	Blackstone Audiobooks	\$268.45		
13898	09/14/2011	Open			Accounts Payable	Bluders Tree Service & Landscaping	\$1,500.00		

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13899	09/14/2011	Open			Accounts Payable	Blue Cross / Blue Shield of Illinois	\$572,680.28		
13900	09/14/2011	Open			Accounts Payable	Blue Moon Productions, Inc.	\$225.00		
13901	09/14/2011	Open			Accounts Payable	BNI Building News	\$93.70		
13902	09/14/2011	Open			Accounts Payable	Bob Mazur	\$600.00		
13903	09/14/2011	Open			Accounts Payable	Bradford Systems Corporation	\$17,491.84		
13904	09/14/2011	Open			Accounts Payable	Brian Koski	\$2,069.99		
13905	09/14/2011	Open			Accounts Payable	Brian Madden	\$540.00		
13906	09/14/2011	Open			Accounts Payable	Brian Russell	\$100.00		
13907	09/14/2011	Open			Accounts Payable	Briana Perlot	\$200.00		
13908	09/14/2011	Open			Accounts Payable	Brodart Company	\$96.75		
13909	09/14/2011	Open			Accounts Payable	Buy Homes Cash, Inc.	\$1,475.00		
13910	09/14/2011	Open			Accounts Payable	Cabreana Audio Group	\$54.98		
13911	09/14/2011	Open			Accounts Payable	Carlos Garza	\$7.96		
13912	09/14/2011	Open			Accounts Payable	Casa Michoacan	\$2,500.00		
13913	09/14/2011	Open			Accounts Payable	CDW Government, Inc.	\$1,104.11		
13914	09/14/2011	Open			Accounts Payable	Central Dupage Hospital	\$4,224.00		
13915	09/14/2011	Open			Accounts Payable	Cerniglia Company	\$33,808.50		
13916	09/14/2011	Open			Accounts Payable	Chicago Agent Publishing, LLC	\$600.00		
13917	09/14/2011	Open			Accounts Payable	Chicago Badge Company	\$392.32		
13918	09/14/2011	Open			Accounts Payable	Chicago Office Technology Group	\$582.63		
13919	09/14/2011	Open			Accounts Payable	Clark Weber	\$100.00		
13920	09/14/2011	Open			Accounts Payable	Clearchannel Outdoor	\$27,600.00		
13921	09/14/2011	Open			Accounts Payable	ClearView Plumbing & Sewer, Inc.	\$1,150.00		
13922	09/14/2011	Open			Accounts Payable	ComEd	\$3,471.56		
13923	09/14/2011	Open			Accounts Payable	ComEd	\$19,477.88		
13924	09/14/2011	Open			Accounts Payable	Communication Revolving Fund	\$439.15		
13925	09/14/2011	Open			Accounts Payable	Constellation New Energy, Inc.	\$7,346.47		
13926	09/14/2011	Open			Accounts Payable	Crowe Horwath, LLP	\$1,500.00		
13927	09/14/2011	Open			Accounts Payable	Datacom	\$449.00		
13928	09/14/2011	Open			Accounts Payable	David Aguilar	\$500.00		
13929	09/14/2011	Open			Accounts Payable	Deece Automotive	\$3,844.00		
13930	09/14/2011	Open			Accounts Payable	DELAGO, LLC, LLC / C&K PARTNERSHIP	\$1,475.00		
13931	09/14/2011	Open			Accounts Payable	Dell Marketing, LP	\$6,317.00		
13932	09/14/2011	Open			Accounts Payable	Demco Educational Corp	\$111.55		
13933	09/14/2011	Open			Accounts Payable	Denise Delgado	\$91.00		
13934	09/14/2011	Open			Accounts Payable	Depot District Development LLC	\$38,250.00		
13935	09/14/2011	Open			Accounts Payable	Diamond Graphics, Inc.	\$7,722.25		
13936	09/14/2011	Open			Accounts Payable	Discovery Awnings & Canopies, Inc.	\$1,100.00		
13937	09/14/2011	Open			Accounts Payable	Discovery Awnings & Canopies, Inc.	\$600.00		
13938	09/14/2011	Open			Accounts Payable	Diversified Fleet Services	\$2,461.00		
13939	09/14/2011	Open			Accounts Payable	Don Morris Architects, PC	\$7,408.97		
13940	09/14/2011	Open			Accounts Payable	Dr. J.K. Patel	\$8,500.00		
13941	09/14/2011	Open			Accounts Payable	DVA.com	\$51.02		
13942	09/14/2011	Open			Accounts Payable	E & M Maintenance Group	\$1,882.00		
13943	09/14/2011	Open			Accounts Payable	Elmhurst Public Library	\$15.00		
13944	09/14/2011	Open			Accounts Payable	Empire Cooler Service, Inc.	\$92.00		
13945	09/14/2011	Open			Accounts Payable	Equilibrium IT Solutions, Inc.	\$1,925.00		
13946	09/14/2011	Open			Accounts Payable	Evaristo Ocampo	\$500.00		
13947	09/14/2011	Open			Accounts Payable	Evelyn J. Urquizo	\$1,475.00		

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13948	09/14/2011	Open			Accounts Payable	Federal Express Corporation	\$154.40		
13949	09/14/2011	Open			Accounts Payable	Federal Publishing	\$278.50		
13950	09/14/2011	Open			Accounts Payable	Felco Vending, Inc.	\$272.96		
13951	09/14/2011	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$1,170.00		
13952	09/14/2011	Open			Accounts Payable	Flash Electric Company	\$1,115.00		
13953	09/14/2011	Open			Accounts Payable	Flash Electric Company	\$1,440.00		
13954	09/14/2011	Open			Accounts Payable	FLOSSMOOR PUBLIC LIBRARY	\$18.00		
13955	09/14/2011	Open			Accounts Payable	FMP	\$118.03		
13956	09/14/2011	Open			Accounts Payable	Fort Dearborn Life Insurance Company	\$5,946.92		
13957	09/14/2011	Open			Accounts Payable	Fox Valley Fire & Safety	\$97.20		
13958	09/14/2011	Open			Accounts Payable	FRA NOI	\$90.00		
13959	09/14/2011	Open			Accounts Payable	Fuhmann Engineering, Inc.	\$2,022.00		
13960	09/14/2011	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$76.75		
13961	09/14/2011	Open			Accounts Payable	Gabriel Environmental Services	\$4,421.48		
13962	09/14/2011	Open			Accounts Payable	GALE	\$259.46		
13963	09/14/2011	Open			Accounts Payable	Gaylord Bros., Inc.	\$724.92		
13964	09/14/2011	Open			Accounts Payable	Goldstine, Skrodzki, Russian, Nemeč & Hoff, LTD.	\$5,600.00		
13965	09/14/2011	Open			Accounts Payable	Grainger	\$318.85		
13966	09/14/2011	Open			Accounts Payable	Grey House Publishing	\$163.00		
13967	09/14/2011	Open			Accounts Payable	Guitar Player	\$18.99		
13968	09/14/2011	Open			Accounts Payable	H-O-H Chemicals, Inc.	\$900.00		
13969	09/14/2011	Open			Accounts Payable	H. J. Mohr & Sons Company	\$1,858.56		
13970	09/14/2011	Open			Accounts Payable	Hastings Air-Energy Control	\$488.35		
13971	09/14/2011	Open			Accounts Payable	HD Supply Waterworks, LTD	\$8,992.86		
13972	09/14/2011	Open			Accounts Payable	Heartland Consultants, Inc.	\$521.50		
13973	09/14/2011	Open			Accounts Payable	Herbert Gavarrete	\$146.75		
13974	09/14/2011	Open			Accounts Payable	High PSI, LTD	\$606.36		
13975	09/14/2011	Open			Accounts Payable	Hinckley Springs	\$13.37		
13976	09/14/2011	Open			Accounts Payable	Holiday Camera, Inc.	\$2,746.95		
13977	09/14/2011	Open			Accounts Payable	Home Depot Credit Services	\$19.82		
13978	09/14/2011	Open			Accounts Payable	IGFOA	\$170.00		
13979	09/14/2011	Open			Accounts Payable	Illinois Chapter of APCO	\$100.00		
13980	09/14/2011	Open			Accounts Payable	Illinois Office of the State Fire Marshal	\$190.00		
13981	09/14/2011	Open			Accounts Payable	Illinois Paper & Copier Company	\$13.25		
13982	09/14/2011	Open			Accounts Payable	Ingram Library Services	\$4,738.36		
13983	09/14/2011	Open			Accounts Payable	Interplan LLC	\$6,160.00		
13984	09/14/2011	Open			Accounts Payable	Jack's Rental, Inc.	\$957.67		
13985	09/14/2011	Open			Accounts Payable	James Frank	\$63.95		
13986	09/14/2011	Open			Accounts Payable	Jennifer Avila	\$11.27		
13987	09/14/2011	Open			Accounts Payable	Jessica Lynch	\$300.00		
13988	09/14/2011	Open			Accounts Payable	JNC Consulting, Inc.	\$2,400.00		
13989	09/14/2011	Open			Accounts Payable	Joe Rizza Ford	\$22,790.00		
13990	09/14/2011	Open			Accounts Payable	John Tarullo	\$3,490.00		
13991	09/14/2011	Open			Accounts Payable	John Wysocki	\$45.00		
13992	09/14/2011	Open			Accounts Payable	Joseph Panico	\$1,475.00		
13993	09/14/2011	Open			Accounts Payable	Juan & Laura Romero	\$1,475.00		
13994	09/14/2011	Open			Accounts Payable	Just Tires	\$1,822.29		



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13995	09/14/2011	Open			Accounts Payable	Justin Collins	\$1,475.00		
13996	09/14/2011	Open			Accounts Payable	K's Quality Construction, Inc.	\$2,130.00		
13997	09/14/2011	Open			Accounts Payable	K's Quality Construction, Inc.	\$250.00		
13998	09/14/2011	Open			Accounts Payable	Karen Muccianti	\$50.00		
13999	09/14/2011	Open			Accounts Payable	Kathleen Behrendt	\$218.07		
14000	09/14/2011	Open			Accounts Payable	Kathy Sexton	\$75.00		
14001	09/14/2011	Open			Accounts Payable	KB Lawn and Mulch	\$1,290.00		
14002	09/14/2011	Open			Accounts Payable	Kevin R. Cooper	\$217.88		
14003	09/14/2011	Open			Accounts Payable	Key Government Finance, Inc.	\$3,521.52		
14004	09/14/2011	Open			Accounts Payable	Kleft Bros., Inc.	\$51.80		
14005	09/14/2011	Open			Accounts Payable	Kiwanis Club of Berwyn	\$51.00		
14006	09/14/2011	Open			Accounts Payable	Klajbor Enterprise, Inc.	\$3,452.24		
14007	09/14/2011	Open			Accounts Payable	L - K Fire Extinguisher Service	\$88.00		
14008	09/14/2011	Open			Accounts Payable	LACONI CSS	\$30.00		
14009	09/14/2011	Open			Accounts Payable	Laconi-OPP	\$15.00		
14010	09/14/2011	Open			Accounts Payable	Landmark Audiobooks	\$63.00		
14011	09/14/2011	Open			Accounts Payable	Lawndale News	\$1,186.20		
14012	09/14/2011	Open			Accounts Payable	Lightning Computers	\$130.00		
14013	09/14/2011	Open			Accounts Payable	Lili Ortiz	\$52.00		
14014	09/14/2011	Open			Accounts Payable	Little Village Printing	\$929.70		
14015	09/14/2011	Open			Accounts Payable	Louis G. Mazza	\$1,310.00		
14016	09/14/2011	Open			Accounts Payable	Loyola EMS Office	\$1,150.00		
14017	09/14/2011	Open			Accounts Payable	Martin Pena	\$1,475.00		
14018	09/14/2011	Open			Accounts Payable	McAdam Landscaping, Inc.	\$5,191.00		
14019	09/14/2011	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$2,245.70		
14020	09/14/2011	Open			Accounts Payable	McGaffers Softball	\$350.00		
14021	09/14/2011	Open			Accounts Payable	McMaster-Carr Supply, Inc.	\$154.58		
14022	09/14/2011	Open			Accounts Payable	Medical Reimbursement Services, Inc.	\$12,080.00		
14023	09/14/2011	Open			Accounts Payable	Menards	\$112.57		
14024	09/14/2011	Open			Accounts Payable	Menards	\$49.37		
14025	09/14/2011	Open			Accounts Payable	Menards	\$75.99		
14026	09/14/2011	Open			Accounts Payable	Mesirow Insurance Services, Inc.	\$550.00		
14027	09/14/2011	Open			Accounts Payable	Metro Clerking, Inc.	\$20.00		
14028	09/14/2011	Open			Accounts Payable	Metro Garage, Inc.	\$50.00		
14029	09/14/2011	Open			Accounts Payable	Michael Johnson	\$1,475.00		
14030	09/14/2011	Open			Accounts Payable	Micro Marketing, LLC	\$316.89		
14031	09/14/2011	Open			Accounts Payable	Midwest Tape	\$774.66		
14032	09/14/2011	Open			Accounts Payable	Miguel A.Santiago Consulting, Inc.	\$5,000.00		
14033	09/14/2011	Open			Accounts Payable	Mike & Sons	\$2,242.80		
14034	09/14/2011	Open			Accounts Payable	Mike & Sons	\$65.00		
14035	09/14/2011	Open			Accounts Payable	Mike Luciano	\$125.00		
14036	09/14/2011	Open			Accounts Payable	Milton F. Persin	\$60.40		
14037	09/14/2011	Open			Accounts Payable	Moran Sign & Lighting, Inc.	\$5,800.00		
14038	09/14/2011	Open			Accounts Payable	Morton Grove Supply Co.	\$1,250.00		
14039	09/14/2011	Open			Accounts Payable	MRA	\$20,215.76		
14040	09/14/2011	Open			Accounts Payable	Municipal Clerks of SW Suburbs	\$40.00		
14041	09/14/2011	Open			Accounts Payable	MY HOME	\$20.00		
14042	09/14/2011	Open			Accounts Payable	Narcisco Derayunan	\$500.00		
14043	09/14/2011	Open			Accounts Payable	Newsweb Radio Company	\$300.00		



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14044	09/14/2011	Open			Accounts Payable	Nextel Communications	\$658.60		
14045	09/14/2011	Open			Accounts Payable	Nicholas Schiavone	\$1,221.10		
14046	09/14/2011	Open			Accounts Payable	Nicor Gas	\$25.60		
14047	09/14/2011	Open			Accounts Payable	Nora Mastny	\$360.00		
14048	09/14/2011	Open			Accounts Payable	OCLC,INC.	\$8.50		
14049	09/14/2011	Open			Accounts Payable	Office Depot	\$456.83		
14050	09/14/2011	Open			Accounts Payable	Office Equipment Sales	\$805.56		
14051	09/14/2011	Open			Accounts Payable	Oriental Trading Company	\$169.00		
14052	09/14/2011	Open			Accounts Payable	PACE Vanpool	\$400.00		
14053	09/14/2011	Open			Accounts Payable	Patrick N. Murray	\$2,275.00		
14054	09/14/2011	Open			Accounts Payable	Paul Gardner	\$1,080.00		
14055	09/14/2011	Open			Accounts Payable	Petroleum Technologies Equipment, Inc.	\$1,438.00		
14056	09/14/2011	Open			Accounts Payable	Pinner Electric Company	\$35,333.95		
14057	09/14/2011	Open			Accounts Payable	PIONEER ATHLETICS	\$1,470.00		
14058	09/14/2011	Open			Accounts Payable	Pioneer Products, Inc.	\$173.96		
14059	09/14/2011	Open			Accounts Payable	Pitney Bowes	\$2,313.00		
14060	09/14/2011	Open			Accounts Payable	Pitney Bowes	\$184.47		
14061	09/14/2011	Open			Accounts Payable	PNC Equipment Finance	\$4,388.00		
14062	09/14/2011	Open			Accounts Payable	Power Mechanical	\$846.15		
14063	09/14/2011	Open			Accounts Payable	Power Washing Pros	\$9,900.00		
14064	09/14/2011	Open			Accounts Payable	Professional Pest Control, Inc.	\$65.00		
14065	09/14/2011	Open			Accounts Payable	Pyramid Land Surveyors Inc.	\$4,350.00		
14066	09/14/2011	Open			Accounts Payable	Quarry Materials, Inc.	\$2,276.46		
14067	09/14/2011	Open			Accounts Payable	R & B Autobody	\$3,452.24		
14068	09/14/2011	Open			Accounts Payable	Ramon Ortiz	\$1,045.00		
14069	09/14/2011	Open			Accounts Payable	Random House, Inc.	\$289.90		
14070	09/14/2011	Open			Accounts Payable	Record Copy Services	\$344.20		
14071	09/14/2011	Open			Accounts Payable	Richard C. Dahms	\$705.00		
14072	09/14/2011	Open			Accounts Payable	Rite Arias Jirasek	\$150.00		
14073	09/14/2011	Open			Accounts Payable	Robert E. Dwan	\$238.09		
14074	09/14/2011	Open			Accounts Payable	Robert R. Andreas & Sons	\$57,921.40		
14075	09/14/2011	Open			Accounts Payable	Romeoville Fire Academy	\$420.00		
14076	09/14/2011	Open			Accounts Payable	Roscoe Company	\$1,448.26		
14077	09/14/2011	Open			Accounts Payable	RUNNION EQUIPMENT COMPANY	\$1,275.75		
14078	09/14/2011	Open			Accounts Payable	RUSSO POWER EQUIPMENT	\$880.00		
14079	09/14/2011	Open			Accounts Payable	S. Jantelezio Insurance Company	\$30.00		
14080	09/14/2011	Open			Accounts Payable	Saber-Tooth Computing	\$1,980.00		
14081	09/14/2011	Open			Accounts Payable	Sam's Club	\$337.26		
14082	09/14/2011	Open			Accounts Payable	Seguin Services, Inc.	\$42,825.00		
14083	09/14/2011	Open			Accounts Payable	SENTIMENTAL REFLECTIONS	\$110.00		
14084	09/14/2011	Open			Accounts Payable	Shane's Office Supply Company	\$47.00		
14085	09/14/2011	Open			Accounts Payable	Sherwin Williams	\$18.01		
14086	09/14/2011	Open			Accounts Payable	Shoestring Business Marketing	\$613.90		
14087	09/14/2011	Open			Accounts Payable	Sister Cities International	\$680.00		
14088	09/14/2011	Open			Accounts Payable	Snappy Convenience Center #12	\$864.50		
14089	09/14/2011	Open			Accounts Payable	Sportsfields, Inc.	\$830.00		
14090	09/14/2011	Open			Accounts Payable	Sprint	\$524.73		
14091	09/14/2011	Open			Accounts Payable	Standard Equipment Company	\$1,900.87		
14092	09/14/2011	Open			Accounts Payable	Strictly Sewers	\$11,740.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14093	09/14/2011	Open			Accounts Payable	Suburban Laboratories, Inc.	\$525.00		
14094	09/14/2011	Open			Accounts Payable	Superior Lamp Inc.	\$443.72		
14095	09/14/2011	Open			Accounts Payable	Swank Motion Picture, Inc.	\$421.00		
14096	09/14/2011	Open			Accounts Payable	Tammy Pytel	\$600.00		
14097	09/14/2011	Open			Accounts Payable	Tammy R. Clausen	\$199.46		
14098	09/14/2011	Open			Accounts Payable	Tantor Media	\$194.36		
14099	09/14/2011	Open			Accounts Payable	Taylor Lazzara	\$280.00		
14100	09/14/2011	Open			Accounts Payable	Tazman Construction	\$790.00		
14101	09/14/2011	Open			Accounts Payable	Tele-Tron Ace Hardware	\$336.77		
14102	09/14/2011	Open			Accounts Payable	The Bank of New York	\$400.00		
14103	09/14/2011	Open			Accounts Payable	The Library Store	\$245.43		
14104	09/14/2011	Open			Accounts Payable	The Sign Edge	\$19.00		
14105	09/14/2011	Open			Accounts Payable	The Urban Mutt	\$437.85		
14106	09/14/2011	Open			Accounts Payable	Therm Flo Inc.	\$893.00		
14107	09/14/2011	Open			Accounts Payable	Thomas J. Pavlik	\$49.70		
14108	09/14/2011	Open			Accounts Payable	Thompson Elevator Inspection Service, Inc.	\$214.00		
14109	09/14/2011	Open			Accounts Payable	Thyssenkrupp Elevator Corporation	\$200.00		
14110	09/14/2011	Open			Accounts Payable	Thyssenkrupp Elevator Corporation	\$600.00		
14111	09/14/2011	Open			Accounts Payable	Timothy Keske	\$3,944.00		
14112	09/14/2011	Open			Accounts Payable	Titan Outdoor,LLC	\$1,216.00		
14113	09/14/2011	Open			Accounts Payable	TRACEY BORNHEIM	\$600.00		
14114	09/14/2011	Open			Accounts Payable	Traffic Control & Protection Inc.	\$1,209.90		
14115	09/14/2011	Open			Accounts Payable	Tryad Automotive	\$107.11		
14116	09/14/2011	Open			Accounts Payable	U.S. Cellular	\$428.55		
14117	09/14/2011	Open			Accounts Payable	Upstart, Inc.	\$58.11		
14118	09/14/2011	Open			Accounts Payable	US Gas	\$414.40		
14119	09/14/2011	Open			Accounts Payable	Vermeer - Illinois, Inc.	\$649.43		
14120	09/14/2011	Open			Accounts Payable	VIDEO AND SOUND SERVICE,INC.	\$707.00		
14121	09/14/2011	Open			Accounts Payable	Walgreens Company	\$110.11		
14122	09/14/2011	Open			Accounts Payable	Wescon Underground Inc.	\$2,500.00		
14123	09/14/2011	Open			Accounts Payable	West Payment Center	\$639.50		
14124	09/14/2011	Open			Accounts Payable	West Suburban Chiefs of Police Association	\$125.00		
14125	09/14/2011	Open			Accounts Payable	West Suburban Special Recreation Assocation	\$20,000.00		
14126	09/14/2011	Open			Accounts Payable	Westmont Public Library	\$25.00		
14127	09/14/2011	Open			Accounts Payable	Widaman Signs	\$1,150.00		
14128	09/14/2011	Open			Accounts Payable	WMLamptacker	\$109.95		
14129	09/14/2011	Open			Accounts Payable	World Fuel Services	\$1,840.80		
14130	09/14/2011	Open			Accounts Payable	Worldwin Media	\$195.00		
14131	09/14/2011	Open			Accounts Payable	Zee Medical, Inc.	\$377.92		
Type Check Totals:									
01 - General Cash Totals									
							277 Transactions	\$1,491,602.97	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	277	\$1,491,602.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	277	\$1,491,602.97	\$0.00

# Payment Register

From Payment Date: 9/9/2010 - To Payment Date: 9/14/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>Grand Totals:</b>									
<b>All</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		277		\$1,491,602.97		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>277</b>		<b>\$1,491,602.97</b>		<b>\$0.00</b>	
<b>Checks</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		277		\$1,491,602.97		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>277</b>		<b>\$1,491,602.97</b>		<b>\$0.00</b>	
<b>All</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		277		\$1,491,602.97		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>277</b>		<b>\$1,491,602.97</b>		<b>\$0.00</b>	

Waste Mgmt & Chicago Water  
 Paid by American Express  
 on 8-24-11 \$595,253.35

Robert J. Lovero  
Mayor



Charles D. Lazzara  
Building Director

K-3

**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

September 7, 2011

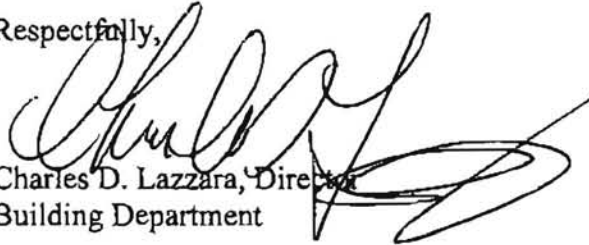
Honorable Robert J. Lovero  
Mayor of the City of Berwyn  
Members of City Council

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 August, 2011, 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

Wednesday, September 07, 2011

Between: 8/1/2011 And 8/31/2011

Name and Address			Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Glazier Corporation	6301 W. Cermak Road #B & C	EXPANSION OF EXISTING DENTAL OFFICE. FIRE DEPARTMENT (708)788-2660 EX3281	8/2/2011	Bldg-B 7567-0	\$23,000.00	\$2,301.50
Concordia/Cermak Plaza Associa	7111 W. Cermak Road	CONSTRUCT A NEW MEIJER. - PLANS UNDER REVIEW	8/3/2011	Bldg-B 7568-0	\$0.00	\$0.00
Guadalupe M. Reyes	1212 S. Gunderson Avenue	INSTALL UPGRADED HEATING & COOLING - FROM SPACE HEATERS TO FURNACE & A/C	8/5/2011	HVAC- 7569-0	\$7,300.00	\$385.00
Norton & Norton, LLC	6520 W. 27th Place	RADIATORS TO FORCED AIR. INSTALL FURNACE, DUCTWORK AND CENTRAL A/C	8/9/2011	HVAC- 7570-0	\$7,300.00	\$395.00
Placedo & Gloria Cadena	3536 S. Clinton Avenue	DEMOLISH OLD GARAGE - BUILD NEW DET. FRAME GARAGE 20 X 22 X 12 HGT.	8/11/2011	Gar-B 7571-0	\$10,000.00	\$355.00
Laura Hoffman	1434 S. Home Avenue	IATF: NST. NEW BATHROOM IN BSMT DRYWALL, INSULATE, INST. ELEC. SWITCHES & OUTLETS. INST NEW HEATING SYSTEM.	8/18/2011	Bldg-B 7572-0	\$14,500.00	\$1,280.00
Rigoberto Hernandez	1804 S. Wenonah Avenue	DELMOLISH OLD GARAGE: BUILD NEW DET FRAME GARAGE 22 X 22 X 14' HGT. - (UNDERGR. ELEC TO GARAGE EXISTS)	8/19/2011	Gar-B 7573-0	\$8,500.00	\$305.00
Maria Garcia	1404 S. Clarence Avenue	DEMOLISH FRAME 2 CAR GARAGE 14 X 20. NEW GARAGE WILL NOT BE REBUILT ON THIS PERMIT. - CALL FOR INSPECTION WHEN WORK IS COMPLETED.	8/24/2011	Gar-B 7574-0	\$1,000.00	\$75.00
Jose & Veronica Valadez	6525 W. 26th Place	GOING FROM RADIATOR TO FORCED AIR FURNACE AND AIR CONDITIONING (DUCTWORK)	8/24/2011	HVAC- 7575-0	\$7,000.00	\$425.00
Charles & Judith Ezell	1520 S. Wenonah Avenue	DEMOLISH OLD GARAGE: BUILD NEW DETACHED FRAME 2 CAR GARAGE 20 X 20 X 12-3 HGT.	8/26/2011	Gar-B 7576-0	\$10,833.00	\$355.00
Thomas Petroff	1218 S. Harvey Avenue	REPLACE FURNACE AND INSTALL NEW AIR CONDITIONING SYSTEM TO CODE	8/26/2011	Bldg-B 7577-0	\$4,700.00	\$190.00
Alvin Acosta	1430 S. Grove Avenue	HAD FIRE...GARAGE ROOF COLLAPSING.. EMERGENCY DEMOLITION OF GARAGE FOR SAFETY.	8/26/2011	Gar-B 7578-0	\$750.00	\$75.00
Alvin Acosta	1430 S. Grove Avenue	REBUILD HAD FIRE: BUILD NEW GARAGE 18 X 20 X 12 HGT - DET. FRAME - INSTALL 8 X 20 SLAB NEXT TO GARAGE	8/29/2011	Gar-B 7579-0	\$17,220.00	\$280.00
Jaime Orozco	1819 S. Harvey Avenue	DEMOLISH OLD GARAGE: BUILD NEW DET FRAME GARAGE 22 X 22. AND A CONCRETE WALK	8/30/2011	Gar-B 7580-0	\$12,600.00	\$355.00
Eric Urbina	2708 S. East Avenue	DEMOLISH OLD GARAGE: BUILD NEW DET. FRAME GARAGE 20 X 22 X 14H - INSTALL SIDEWALKS	8/30/2011	Gar-B 7581-0	\$14,378.00	\$355.00
Mark Reyes	1242 S. Gunderson Avenue	ELECTRIC CORRECTION AND REINSPECTION	8/19/2011	Gar-R 7390-1	\$200.00	\$50.00

# Report Of Building Permits Issued By The City Of Berwyn

Wednesday, September 07, 2011

Between: 8/1/2011 And 8/31/2011

<i>Name and Address</i>	<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
16 <i>Building Permits Issued During Period</i>			<i>Totals . . . . .</i> <u>\$139,281.00</u>	<u>\$7,181.50</u>

# Permits Issued By The Building Department

Wednesday, September 07, 2011

Between: 8/1/2011 And 8/31/2011

	<b>Permits Issued:</b>	<b>2</b>	<b>Cost of Improvements:</b>	<b>\$2,700.00</b>
<b><u>Building</u></b>	<b>Permits Issued:</b>	<b>4</b>	<b>Cost of Improvements:</b>	<b>\$42,200.00</b>
<b><u>Dumpster</u></b>	<b>Permits Issued:</b>	<b>11</b>	<b>Cost of Improvements:</b>	<b>\$300.00</b>
<b><u>Electrical</u></b>	<b>Permits Issued:</b>	<b>20</b>	<b>Cost of Improvements:</b>	<b>\$25,102.00</b>
<b><u>Fence</u></b>	<b>Permits Issued:</b>	<b>13</b>	<b>Cost of Improvements:</b>	<b>\$13,065.00</b>
<b><u>Garage</u></b>	<b>Permits Issued:</b>	<b>9</b>	<b>Cost of Improvements:</b>	<b>\$75,481.00</b>
<b><u>HVAC</u></b>	<b>Permits Issued:</b>	<b>21</b>	<b>Cost of Improvements:</b>	<b>\$68,652.00</b>
<b><u>Local Improvement</u></b>	<b>Permits Issued:</b>	<b>189</b>	<b>Cost of Improvements:</b>	<b>\$975,722.12</b>
<b><u>Plumbing</u></b>	<b>Permits Issued:</b>	<b>29</b>	<b>Cost of Improvements:</b>	<b>\$72,619.46</b>
<b><u>POD</u></b>	<b>Permits Issued:</b>	<b>5</b>	<b>Cost of Improvements:</b>	<b>\$900.00</b>
<b><u>Preliminary Inspect</u></b>	<b>Permits Issued:</b>	<b>1</b>	<b>Cost of Improvements:</b>	<b>\$100.00</b>
<b><u>Roofing</u></b>	<b>Permits Issued:</b>	<b>91</b>	<b>Cost of Improvements:</b>	<b>\$496,785.03</b>
<b><u>Sign</u></b>	<b>Permits Issued:</b>	<b>8</b>	<b>Cost of Improvements:</b>	<b>\$52,210.00</b>
	<b>Total Permits:</b>	<b><u>403</u></b>	<b>Total Improvements:</b>	<b><u>\$1,825,836.61</u></b>



# Permits Issued By The Building Department

Wednesday, September 07, 2011

Between: 8/1/2011 And 8/31/2011

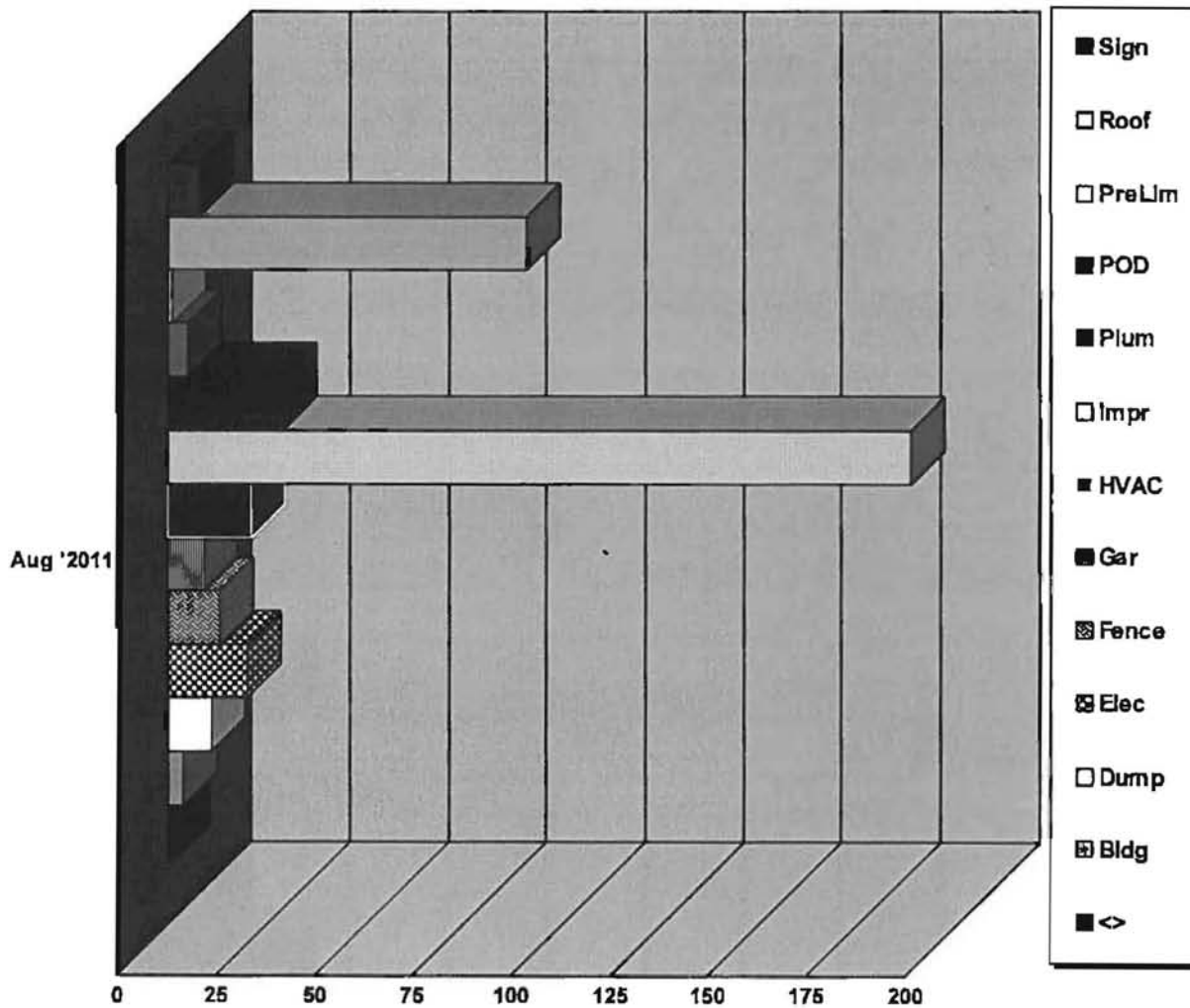
## Fees Collected

Backfill Inspection	\$50.00
Building Permit	\$825.00
Final Building	\$3,310.00
Local Improvement Permit	\$16,835.00
Electrical Fees	\$565.00
Electric (Underground)	\$300.00
Electrical Service	\$125.00
Electrical Inspection	\$4,950.00
Signs	\$1,285.00
Framing Inspection	\$1,715.00
Inspection	\$10,595.00
Fence Fees	\$330.00
Plumbing Fees	\$1,065.00
Plumbing Inspection	\$4,500.00
Plumbing Inspection (Underground)	\$700.00
Post Hole Inspection	\$930.00
HVAC Permit	\$1,445.00
HVAC Inspection	\$2,920.00
Service Charge	\$2,200.00
Insulation/Fire Stopping Inspection	\$495.00
New Water Meter	\$325.00
Tap Fee	\$2,000.00
Demolition Fees	\$200.00
Dumpster	\$2,600.00
POD	\$200.00
Parkway Use	\$50.00
Parkway Inspection	\$100.00
Pre-Pour Inspection	\$1,680.00
Stack Test	\$250.00
Fine - Working Without Permit	\$3,250.00
Roof Covering Fees	\$6,865.00
Garage Permit	\$600.00
Fire Department	\$500.00
Plan Review Fee - w/Permits	\$851.50
<b>Total Fees Collected . . . . .</b>	<b>\$74,611.50</b>

# Permits Issued

Wednesday, September 7, 2011 3:09 PM

For Period Beginning 8/1/2011 And Ending 8/31/2011



## Permit Detail

2011	August		2
2011	August	Bldg	4
2011	August	Dump	11
2011	August	Elec	20
2011	August	Fence	13
2011	August	Gar	9
2011	August	HVAC	21
2011	August	Impr	189
2011	August	Plum	29
2011	August	POD	5
2011	August	PreLim	1
2011	August	Roof	91
2011	August	Sign	8

403

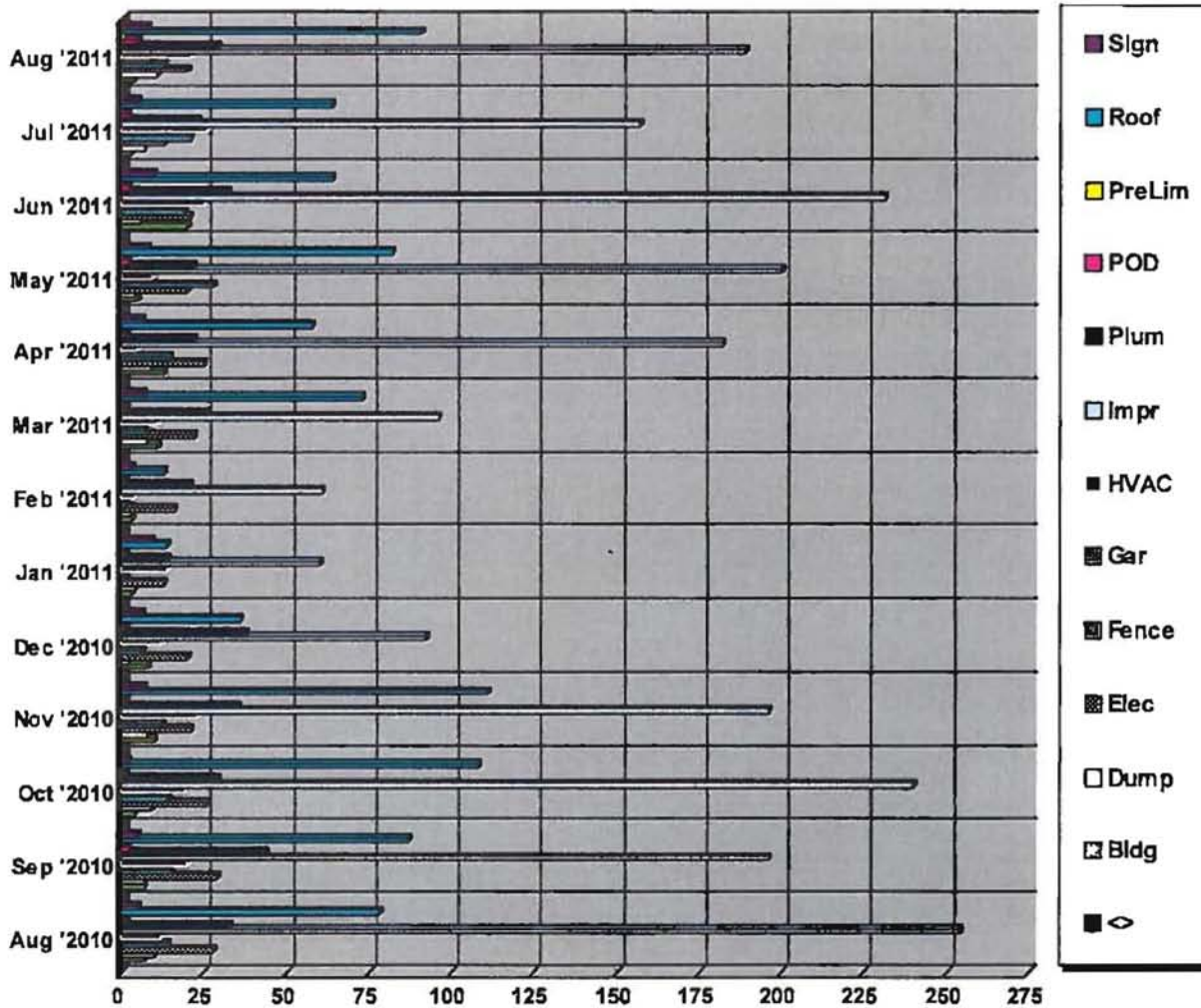
**Total Permits Issued**

**403**

# Permits Issued

Wednesday, September 7, 2011 3:10 PM

For Period Beginning 8/1/2010 And Ending 8/31/2011



## Permit Detail

2011	August		2
2011	August	Bldg	4
2011	August	Dump	11
2011	August	Elec	20
2011	August	Fence	13
2011	August	Gar	9
2011	August	HVAC	21
2011	August	Impr	189
2011	August	Plum	29
2011	August	POD	5
2011	August	PreLim	1
2011	August	Roof	91
2011	August	Sign	8

403

2011	June		1
2011	June	Bldg	20
2011	June	Dump	8
2011	June	Elec	21
2011	June	Fence	19
2011	June	Gar	8
2011	June	HVAC	25
2011	June	Impr	231
2011	June	Plum	32
2011	June	POD	2
2011	June	Roof	84
2011	June	Sign	10

439

2011	July	Bldg	3
2011	July	Dump	7
2011	July	Elec	13
2011	July	Fence	21
2011	July	Gar	9
2011	July	HVAC	26
2011	July	Impr	157
2011	July	Plum	23
2011	July	POD	2
2011	July	Roof	64
2011	July	Sign	5

330

2011	May	Bldg	5
2011	May	Dump	4
2011	May	Elec	20
2011	May	Fence	28
2011	May	Gar	3
2011	May	HVAC	9
2011	May	Impr	200
2011	May	Plum	22
2011	May	POD	2
2011	May	Roof	82
2011	May	Sign	8

383

Permit Detail

2011	April	Bldg	13
2011	April	Dump	9
2011	April	Elec	25
2011	April	Fence	15
2011	April	Gar	2
2011	April	HVAC	5
2011	April	Impr	182
2011	April	Plum	22
2011	April	POD	1
2011	April	Roof	58
2011	April	Sign	6

338

2011	March	Bldg	11
2011	March	Dump	8
2011	March	Elec	22
2011	March	Fence	7
2011	March	Gar	1
2011	March	HVAC	11
2011	March	Impr	98
2011	March	Plum	28
2011	March	Roof	73
2011	March	Sign	7

282

2011	February	Bldg	3
2011	February	Dump	3
2011	February	Elec	18
2011	February	Fence	1
2011	February	HVAC	4
2011	February	Impr	61
2011	February	Plum	21
2011	February	Roof	13
2011	February	Sign	3

125

2011	January	Bldg	3
2011	January	Dump	4
2011	January	Elec	13
2011	January	Gar	1
2011	January	HVAC	14
2011	January	Impr	60
2011	January	Plum	14
2011	January	POD	1
2011	January	Roof	14
2011	January	Sign	9

133

2010	December	Bldg	8
2010	December	Dump	2
2010	December	Elec	20
2010	December	Fence	8
2010	December	Gar	2
2010	December	HVAC	12
2010	December	Impr	92
2010	December	Plum	38
2010	December	POD	1
2010	December	Roof	38
2010	December	Sign	8

223

2010	November		1
2010	November	Bldg	10
2010	November	Dump	8
2010	November	Elec	21
2010	November	Fence	12
2010	November	Gar	4
2010	November	HVAC	23
2010	November	Impr	198
2010	November	Plum	35
2010	November	Roof	111
2010	November	Sign	7

428

2010	October		1
2010	October	Bldg	4
2010	October	Dump	9
2010	October	Elec	26
2010	October	Fence	14
2010	October	Gar	7
2010	October	HVAC	19
2010	October	Impr	240
2010	October	Plum	29
2010	October	POD	1
2010	October	Roof	108
2010	October	Sign	2

480

2010	September	Bldg	7
2010	September	Dump	7
2010	September	Elec	29
2010	September	Fence	15
2010	September	Gar	8
2010	September	HVAC	20
2010	September	Impr	198
2010	September	Plum	44
2010	September	POD	2
2010	September	Roof	87
2010	September	Sign	5

420

2010	August	Bldg	7
2010	August	Dump	10
2010	August	Elec	28
2010	August	Fence	14
2010	August	Gar	4
2010	August	HVAC	12
2010	August	Impr	254
2010	August	Plum	33
2010	August	Roof	78
2010	August	Sign	5

445

*Permit Detail*

**Total Permits Issued**      **4389**

KA

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

September 8, 2011

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 August, 2011. 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,

Susan Bradley  
For John Wysocki  
Finance Director

**BERWYN BUSINESSES - LICENSED IN AUGUST, 2011 (STOREFRONTS)**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
Athletico of Berwyn, LLC	6347A W. Cermak Road	Thomas J. Beardsley	Health Services (708) 749-2566
Luigi's Paisans Pizzeria	6200-6226 W. Ogden Avenue	Petrit (Pete) Fejzuloski	Restaurant (708) 863-0606
Alpha Vein Solutions	3253 S. Harlem Avenue	Office Manager	Medical Office (708) 788-3880



**BERWYN BUSINESSES - LICENSED IN AUGUST, 2011 ( PHONE USE ONLY)**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
Just Canopy's	3545 Gunderson Avenue	John R. Bosanac	Party Rentals (708) 788-3511

**BUSINESS LICENSES ISSUED FOR AUGUST, 2011  
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Midwest Power Const.	1018 Park, River Park	Midwest Power Construction, Inc	Contractor (Cement)
DSM Enterprises	2218 Cornell, Montgomery	DSM Enterprises, Inc.	Contractor (Electrical)
Stanley's Lighting, Inc.	5520 87th, Burbank	Stanley's Lighting, Inc.	Contractor (Electrical)
Illinois Alarm Serv Inc.	7340 15th, Forest Park	Illinois Alarm Service, Inc.	Contractor (Fire Alarm)
Concordia-Triad	505 Golf Rd, Arlington Hgts	Triad Associates, Inc.	Contractor (General)
JVR General Contr	1412 57th, Cicero	JVR General Contractors, Inc.	Contractor (General)
Corrigan Company	7214 Western, Chicago	Corrigan Company, Inc.	Contractor (HVAC)
Wallace Paving, Inc.	1090 Bluff, Elgin	Wallace Paving, Inc.	Contractor (Paving)
Kawa Plumbing, Inc.	4736 Laurel, Glenview	Kawa Plumbing, Inc.	Contractor (Plumbing)
Calderone Enterprises	15631 Van Drunen, So. Holland	Calderone Enterprises, Inc.	Contractor (Roofing)
Feze Roofing, Inc.	111 Maple, Elmhurst	Feze Roofing, Inc.	Contractor (Roofing)
Oakk Construction Co	7742 61st, Summit	Oakk Construction Co., Inc.	Contractor (Roofing)
Technician Roofing, Inc.	1480 Bernard, Addison	Technician Roofing, Inc.	Contractor (Roofing)

***Application Review***

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

***Application Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>Absolute Realty Source</i></b> 6910-12 16th Street Berwyn IL 60402		8/29/2011	(708) 749-4111	12718
<b><i>Andles Investment</i></b> 6847 W. Cermak Road Berwyn IL 60402		7/8/2010	(708) 795-2909	12367
<b><i>Lagnappe, LLC</i></b> 2905 S. Ridgeland Avenue Berwyn IL 60402		7/8/2010	(312) 651-2037	11541
<b>Total Businesses . . . . .</b>				<b>3</b>

***Inspections Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>Antronio's Bar &amp; Grill</i></b> 6317-19 W. Roosevelt Road	Berwyn IL 60402	2/9/2011	(708)	10764
<b><i>C D A Digital Solutions</i></b> 6918 W. Cermak Road	Berwyn IL 60402	8/23/2011		12708
<b><i>Gas Haven Citgo</i></b> 1337 S. Harlem Avenue	Berwyn IL 60402	3/14/2011	(708) 788-6264	10874
<b><i>K ' Natural Inc.</i></b> 6610 W. Cermak Rd.	Berwyn IL 60402	6/9/2011	(708) 788-7900	12533
<b><i>Lectura Montessori School Inc.</i></b> 6819-23 Roosevelt Rd. W.	Berwyn IL 60402	6/13/2011		12559
<b><i>Munoz Medical Center LLC</i></b> 3100 South Oak Park Avenue	Berwyn IL 60402	8/22/2011	(708) 484-2600	12702
<b><i>Pav Realtors</i></b> 6308 W. Cermak Road	Berwyn IL 60402	4/1/2011	(708) 795-7100	10965
<b><i>Roosevelt Bar Inc.</i></b> 7005 W. Roosevelt Rd.	Berwyn IL 60402	9/1/2011		12725
<b><i>Union Arms Company</i></b> 6340 W. 26th Street	Berwyn IL 60402	8/30/2010	(708) 646-5605	12366
<b>Total Businesses . . . . .</b>				<b>9</b>

K-5

**Thomas J. Pavlik**

---

**From:** Ellen Miles [catvando@tntn@yahoo.com]  
**Sent:** Tuesday, August 23, 2011 12:10 PM  
**To:** Thomas J. Pavlik  
**Subject:** Parking Lot Sale Permit Application  
**Attachments:** Seeing Cats FINAL.pub

Hi Tom,

ok - we've got a date set for the sale in the VFW Parking Lot.

Date: September 24 - 9-4pm (set up beginning at 6:30am)  
Location: front section of VFW Parking lot, 1529 Harlem, Berwyn

CatVando is a 501 (c) 3, (ID #26-1999197), based in Maywood working in Berwyn and the western suburbs. We work to control, reduce and care for cats living in our communities through a Trap Neuter Return (TNR) Group working in Berwyn and the western suburbs. TNR is the most effective, economical, humane way to reduce the number of cats living in our streets. Please see the attached brochure for more info.

We will be having a sale of things donated to CatVando to help offset the cost of TNR. While some people who feed pay for the TNR package (\$50), others need help.

If you need more information or if there's anything else we need to do, please let me know. And, thank you so much for your quick response to my initial call! Unusual these days!

Ellen Miles  
708 829 6013

<http://catvando.org>  
<http://catvando.blogspot.com>

"The greatness of a nation and its moral progress can be judged by the way its animals are treated."

- Mahatma Gandhi

"Yesterday's history, tomorrow's a mystery and today is a gift." - Alan Pariser

CatVando's **primary** mission is to help reduce and care for cats living in our communities.

Our **secondary** mission is to promote respect for life.

*Respect for Life*

*We have unfortunately run into a number of situations where neighbors who don't like cats have poisoned them. This deplorable, violent behavior and complete lack of respect for life is at the core of today's problems. To treat any life with such malice is to treat all of life with malice.*

**We understand that not everyone likes cats. There are effective, humane deterrents to keep them off your property.**

## Become a CatVando Supporter and Volunteer

CatVando is a non-profit relying solely on donations from individuals and businesses. Any financial support you can provide is greatly appreciated. Become a CatVando supporter and received our quarterly online newsletter. Join us on facebook, our blog, petfinder.com

Name _____

Address _____ City _____ St _____ Zip _____

Phone (____) _____ Email _____

\$____ is my donation. Yes, ____ contact me about volunteering.

\$50 TNR package per cat. \$____ cat food \$____ medical expense

**CatVando** NFP Corp



Cat VanGogh

708 829 6013

Post Office Box 851  
Maywood 60153

A Cook

catvandoTNR@yahoo.com

catvando.org

catvando.blogspot.com

fb:CatVandoTNR

# So, you're seeing cats in your neighborhood. . . .



You're not alone. Towns are seeing growing numbers of cats in the streets. Something needs to be done and soon. Due to the economy, more pet cats are being abandoned, adding to the population. There is an effective solution to curb this problem that also provides care for the cats called **Trap-Neuter-Return (TNR)**.

### Cats:

A '**feral**' is afraid of humans, is un-socialized and avoids human contact. Pet cats who are forced to fend for themselves on the streets and kittens who are not socialized all can become feral. They live in colonies in their home territory. If they're lucky, they are under the care of someone that feeds, monitors and cares for them.

A '**stray**' has been someone's pet that has been abandoned, booted to the street or is lost. It's been trained to be fed and cared for and now has no home, food and water. Their numbers are growing, adding to the numbers of cats in our communities.

### Alarming Facts

- A kitten born in the spring can have its own kittens by the fall.
- Cats can have two to four litters a year.
- There are approximately 45 cats and dogs for every person born.
- One out of ten dogs ever gets a home. One out of 12 cats ever do.
- Approximately 800 dogs & cats are **KILLED** each HOUR in the United States, because there are not enough homes for them!

**Please SPAY and NEUTER your pets!**

CatVando



**TNR is the Law!** On November 16, 2007, Cook County's Feral Cat Management Ordinance took effect. (Chap 10, Animals, Article IV, Section 95-99) The ordinance endorses and encourages TNR as the **ONLY** effective, humane method of reducing and caring for street cats. Once cats are TNR'd and Sponsored by us, they are legally protected by the Ordinance. **Trap and remove is a euphemism for trapping and killing cats** and is costly, ineffective and inhumane. Statistically, removing cats creates an even bigger problem. The well documented 'Vacuum Effect' happens- new cats move in and females have bigger litters, faster. The costly cycle of trap, kill, pay begins. In addition, the violence of killing cats because they bother us is an attitude that is core to the violence perpetuated against humans. Disrespect for any form of life is disrespect for all forms of life.

**Where did all these cats come from?** The sad truth is that most are descendents of un-spayed or neutered pets that were put out, left behind, or were lost. Cats procreate at a rapid pace. Cats know no geography boundaries. They gravitate to places that provide shelter and a source of food. Usually dumpsters, garbage cans and the occasional feeder. National statistics (in a good economy) indicate that the number of cats in an area can be calculated by taking the population of the area and dividing by 6. The Humane Society of the United States believes that feral cat overpopulation is a community-generated problem and that every community has a responsibility to work toward a solution. A community-based TNR program is the most viable, long-term approach to reduce street cat populations.

**You can be part of the solution...** Feral cats belong on the streets—it's their home. Cats are homebodies and usually stay in their territory. They roam to mate. Placing a true feral in a home where he hides throughout his life isn't a good life. Left alone, they become sickly, starve, freeze and procreate. **If you currently caring for street cats, we want to help you get your cats TNR'd so they don't multiply, remain healthy and are not a nuisance to your neighbors.** We don't share your identity or the location of your colony with anyone without your permission. We're sensitive to your fear of exposing you or your cats. If you don't feed but would like to help, give us a call or send an email. There are many ways you can help.

CatVando

## TNR Trap-Neuter-Return

Is a program of Sterilization, Vaccination, Identification and Care. **TNR is the only economical, effective and humane way to reduce street cat populations.** It's practiced all over the world in growing numbers. Traditional methods of 'trap and remove' do not work, are inhumane, costly and ineffective. Cats are humanely trapped and taken to a veterinarian, where they are spayed or neutered, vaccinated for distemper and rabies, given Revolution for fleas, ticks, ear mites and parasites. They are micro chipped and ear tipped for tracking and identification. Each cat is given a wellness exam and treated, when possible for illness or injury. After a recovery period, they return to their home territory where Colony Managers (people who feed and care for cats) continue to provide for their care. Colony Managers also monitor for new cats in need of TNR and for illness or injury.



### Benefits of a Successful TNR Program

- No more unwanted litters of kittens, no more sick, suffering kittens
- Fewer outside cats through natural attrition
- No more nuisance behaviors related to breeding, such as howling, fighting, and urine marking
- Cats live healthier, safer lives
- Lowered risk of parasites like fleas and worms infecting household pets
- Lowered risk of euthanasia by a shelter or animal control for ear-tipped, micro-chipped cats

### Interesting Money Facts

✓ A business caring for a TNR'd cat colony can write off the cost of their expenses as 'rodent abatement', a deductible business expense. Learn about our **Working Cats Program**.

✓ According to a June 2011 IRS Tax court ruling, individuals involved in rescue and foster care, working with a 501 © 3 organization may also be eligible for deductions for expenses involved in colony and foster care

"The greatness of a nation and its moral progress can be judged by the way its animals are treated."- Mahatma Gandhi

CatVando



## Kiwanis Club of Berwyn

THE FIRST CONGREGATIONAL CHURCH OF BERWYN  
6500 W. 34TH STREET  
BERWYN, IL 60402

K=6

August 23, 2011


The Honorable Mayor Robert Lovero  
and Members of the Berwyn City Council  
City of Berwyn  
6700 West 26th Street  
Berwyn, Illinois 60402

Dear Mayor and City Council Members,

The Kiwanis Club of Berwyn would like to request permission to conduct its' **ANNUAL KIWANIS PEANUT DAY** activity on September 21, 22, 23, and 24th, 2011. As you are aware, the Kiwanis Club of Berwyn is local service organization that assists community groups with financial support. Each year, our organization relies heavily on a successful **PEANUT DAY** to make this financial assistance possible. All moneys raised stays within the community.

We thank you in advance for your cooperation in having the above dates granted for our project.

*Working Together to Build a Better Berwyn,*

  
Jeffrey S. Janda  
Secretary  
Kiwanis Club of Berwyn



K → X

CITY OF BERWYN  
CLERK'S OFFICE  
2011 AUG 26 A 11: 20

August 23, 2011

Mayor Robert J. Lovero  
City of Berwyn  
6700 26th Street  
Berwyn, IL 60402

Dear Mayor Lovero:

I am writing to request approval for our annual Berwyn-Cicero-Stickney CROP Hunger Walk. This year will mark our 26th annual walk, raising funds for hunger relief efforts locally and worldwide. 25% of the funds raised will stay local (with 2% going to the St. Leonard's Food Pantry, and 23% going to the Cicero-Berwyn-Stickney Anti-Hunger Foundation, which is annually ranked among the highest-volume food banks in all of Illinois.) 75% of the funds raised will go to Church World Service and their partners to assist with their worldwide hunger relief and disaster response efforts.

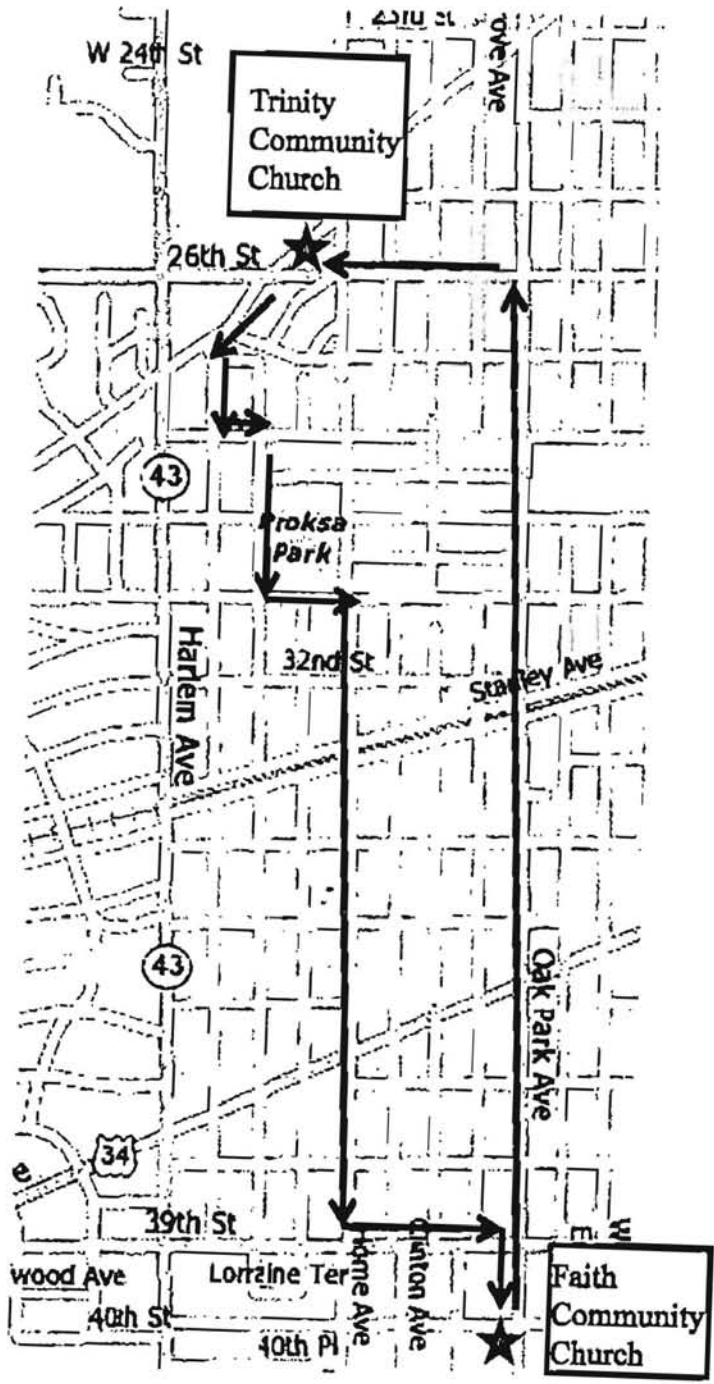
In 2010, 207 walkers from 10 area churches raised \$13,182, and we expect a similar response this year, with 150-200 participants (adults as well as supervised children).

The planned route will be exactly the same as last year:

Starting at:  
Faith Community Reformed Church  
6825 West 40th Street  
Stickney,

Ending at:  
Trinity Community Church  
7022 Riverside Drive  
Berwyn

**This year's walk will be held Sunday, October 23rd, at 1:30 pm with registration at 1:00 pm.**



K-8



August 29, 2011

The Honorable Mayor Robert Lovero and  
the Members of the Berwyn City Council  
6700 W. 26th Street  
Berwyn, Illinois 60402

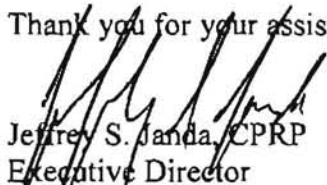
Dear Mayor Lovero and Members of Council,

The Berwyn Park District would like to request the temporary closure of the 3400 Block of Highland Avenue to vehicle traffic on September 22, 2011 to help safely facilitate the KaBoom! Kool-Aid Playground Build at Smirz Park. It is anticipated that there will be more than 200 volunteers on site throughout the day beginning at 6:30 am and ending at 4:00 pm.

Additionally, the Berwyn Park District would like to request that the City suspend street maintenance enforcement in the area that day as it is anticipated that volunteers will be parking their personal vehicles in the area.

Please contact me at 788-1701 with any questions or if you need further information.

Thank you for your assistance,



Jeffrey S. Janda, CPRP  
Executive Director

**Berwyn Park District, *where park meets city***

Cc: Robert Schiller, Director of Public Works  
James Ritz, Chief of Police  
Dennis O'Halloran, Fire Chief

SAINT ODILO CATHOLIC CHURCH

2244 East Avenue - Berwyn, Illinois 60402

Phone 708-484-2161 - Fax 708-788-0565

[www.saintodilo.org](http://www.saintodilo.org)

CITY OF BERWYN  
CLERK'S OFFICE  
2011 SEP -7 P 3:17

80 years  
of  
Strength  
Service  
Love  
(1927 - 2007)

*The National Shrine of the Poor Souls*



K-a

September 7, 2011

Mr. Tom Pavlik  
City of Berwyn  
6700 W. 26th Street  
Berwyn, IL

**RE: Street Closure – 23rd Street  
Sunday, Sept. 25th**

We would like to request a Street Closure for our annual Oktoberfest.  
The date of the event is Sunday, September 25, 2011.

The request is for the use of 23rd Street between East Avenue and Clarence.  
We would also like to include the alley which runs between the church and  
school. Similar to the previous years.

Please contact me if you have any questions or comments.

Best Regards,

Liz Faron  
St. Odilo Fest Committee  
Cell 630 / 258-0799  
[liz.faron@sbcglobal.net](mailto:liz.faron@sbcglobal.net)



Join Us for the Annual  
**St. Odilo  
Oktoberfest**  
Sunday, September 25th  
from 3:00 to 7:00

*St. Odilo Parish Family Fest*



**Kids:** Obstacle Course - Moonwalk  
Wacky Trikes - Mickey Playground

**The Bill Smhra Band 3:00 – 6:00**  
Playing polka, waltz, and German Music

**Plus B I N G O 4:00 to 6:00**

**Fall Menu and Bake Sale**  
**Beer, Soda, Lemonade**

**Mark your calendars to  
spend the Sunday with us.**

*Oktoberfest will be on the  
grounds of St. Odilo Church  
23rd and East Avenue, Berwyn*

*All proceeds are for new equipment  
at Parish Events, i.e., coffee  
makers, tables, etc.*



K-10



September 6, 2011

City of Berwyn  
City Hall  
6700 26th Street  
Berwyn, Illinois 60402

Re: Thank You

Gentlemen and Ladies,

Thank you, for your support as we had a successful Rummage Sale and Cookout on Saturday, September 3, 2011. This event started at 9:00am and ended during a rain letup. There were seventeen vendors and a steady procession of approximately 250 people from the immediate community.

There was great communication, laughter and camaraderie as we enjoyed food and fun also. Your support of this event was crucial to our fundraising effort and we attained our immediate goal. Please remember that we are hosting a "Greet and Meet Brunch" on Thursday, September 29, 2011 at 10:30 am. We are asking that all Berwyn Township elected officials and the City of Berwyn elected officials along with the Chambers of Commerce and Educational Institutions attend and be introduced to New Life Centers of Chicagoland. ([www.nlcenters.org](http://www.nlcenters.org)) Please RSVP at 773-992-8399 or visit us at New Life Face Book. We have a special Thanksgiving announcement at this meeting.

An agenda is forthcoming. If you have any questions or need additional information please feel free to contact me at [abiatharc@newlifechicag.org](mailto:abiatharc@newlifechicag.org) or 773-992-8399.

Abiathar Carroll  
Pastor

Experience it! The Presence, The Power, The People

---

Main Office: 4101 West 51st Street ✦ Chicago, IL 60632

Tel: 773.838.9470 ✦ Fax: 773.838.9450 ✦ [www.newlifechicago.org](http://www.newlifechicago.org)

**Robert J. Lovero**  
Mayor



Sat. 9/24, 2011  
Block Party

**A Century of Progress with Pride**

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2675  
www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: Aug 26, 2011

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 2100 block of 2100^s Scoville

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 2100 block  
of Scoville

The residents request permission to hold the event on Sept 24, 2011

With a rain date of Oct 1, 2011  
Sept 10, 2011. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Donna Aguilar

Contact person is:

Donna Aguilar

Address is:

Scoville

Phone number is:

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2011 AUG 26  
CITY OF BERWYN  
CLERK'S OFFICE  
11:08  
9-24-11

****PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED****

WE THE UNDERSIGNED RESIDENTS OF THE 2100 BLOCK OF Seawille  
 DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON ~~Sept 10, 2011~~ 9-24-11  
 BETWEEN THE HOURS OF 10:00 A.M. AND 9:00 P.M., OUR RAIN DATE IS Oct 1, 2011  
 ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

NAME ADDRESS

Kenneth Ng  
 Alondra Mariscal  
 Yvonia Mariscal  
 Maria Mariscal  
 Alicia Aldana  
 Arturo Aldana  
 Antonio Hernandez  
 ELVIA VALDES  
 Iru Villa  
 Eugene Snyder  
 Ernst David  
 Peter Ispichin  
 Anne Ispichin  
 Shantia Higgins  
 Tony Higgins  
 Ricardo Lopez  
 Dorothy Lopez  
 Ruth Lopez  
 Ruth Lopez  
 Martin Silva  
 Virginia Lopez  
 M. Lopez  
 Luis Lopez

**Robert J. Lovero**  
Mayor



**A Century of Progress with Pride**

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2675  
www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

CITY OF BERWYN  
CLERK'S OFFICE  
2011 SEP -7 P 12:25

Date: Sept 2, 2011

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party @ 23rd block of HARVEY AVE

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 23rd block  
of HARVEY AVE.

The residents request permission to hold the event on Sept 17, 2011

With a rain date of Sept 24, 2011. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

_____  
Contact person is: MARIA Ramirez  
Address is: 5. HARVEY AVE.  
Phone number is: _____

***PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED***

WE THE UNDERSIGNED RESIDENTS OF THE 23RD BLOCK OF HARVEY AVE  
 DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Sept 17, 2001  
 BETWEEN THE HOURS OF 9am AND 9pm, OUR RAIN DATE IS 9-24-  
 ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

Angela Ortiz Stanley  
 2340 Harvey Ave.

Nancy Sanchez  
 2325 S. Harvey

- NAME
- [Signature]
- Maricela Santoya
- Miguel Campos
- Maira Acosta
- Mercedes Cervani
- Maribel Torres
- Gpe Cervantes
- MARIA GALVAN
- Mois Alcantara
- Maria Almaraz
- Margaret Gallegos
- Vanny Cedeno
- Maria Rodriguez
- Maria Aviles
- Maria Herrera
- Jose Amable de R
- Candy Arevalo
- Candelupe Morales
- Lucy Wadley
- [Signature]
- Karina Hernandez
- Felie Senano
- Sherry Fedeler
- Maria Cervantes
- Sergio Justiz

2315 S. Harvey  
 2327 S. Harvey



2

WE THE UNDERSIGNED RESIDENTS OF THE 23rd BLOCK OF Cuyler  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Sept. 24 2011  
BETWEEN THE HOURS OF 2pm AND 9pm OUR RAIN DATE IS _____

ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

NAME ADDRESS

- 2303 Cuyler
- 2305 Cuyler
- 2309 Cuyler
- 2311 Cuyler
- 2313 Cuyler
- 2315 Cuyler
- 2317 Cuyler
- 2319 Cuyler R
- 2323 Cuyler
- 2327 Cuyler A
- 2327 Cuyler B
- 2329 Cuyler
- 2331 Cuyler
- 2335 Cuyler
- 2337 Cuyler
- 2339 Cuyler
- 2341 Cuyler
- 2343 Cuyler
- 2345 Cuyler
- 2302 Cuyler
- 2304 Cuyler
- 2306 Cuyler

4  
5  
5

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K-14

**Thomas J. Pavlik**

---

**From:** Luis Arturo Alvarenga [luisalvarenga@me.com]  
**Sent:** Tuesday, September 06, 2011 7:02 PM  
**To:** Thomas J. Pavlik  
**Cc:** Alvarenga Luis; Maribel Burgos  
**Subject:** Request for Church Garage sale

Dear friend thank you  
for your conversation the other day  
we the members of  
UCC north congregational  
Mission Latina  
We are requesting a permit to do a yard sale on Saturday the 17 on our property  
1241 South Oak Park Ave.  
berwyn ill 60402

please helkp us with you blessing

For more info  
Reverend Luis Alvarenga  
708-870-5847

Again for all your help and cooperation i do thenak you Peace Luis