

# **City of Berwyn City Council Meeting**

**SEPTEMBER 8, 2009**

**BERWYN CITY COUNCIL MEETING**  
**SEPTEMBER 8, 2009**

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

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**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. REG. MIN. 8/25/09- COW-8/25/09
- (D) BID OPENING - TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
  - 1. BDC-CHANGE ORDER AUTHORIZATION-PARKING STRUCTURE
  - 2. BDC-CHANGE ORDER AUTHORIZATION-PARKING STRUCTURE
  - 3. BDC-AMENDMENT TO THE ROOSEVELT TIF DISTRICT
  - 4. BDC-AMENDMENT TO THE CERMAK TIF DISTRICT
  - 5. BDC-TIF APPLICATION-ABLE PRINTING, 6837 STANLEY AVE.
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
  - 1. PROC-FAMILY DAY-4<sup>TH</sup> MONDAY OF EVERY SEPTEMBER
  - 2. APPOINTMENT OF LIBRARY BD MEMBERS
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM ( ZONING) BOARD OF APPEALS
  - 1. RESOL/ORD-CLEARWIRE LEGACY LLC-6500-6514 W. CERMAK RD.
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
  - 1. PAUL-LINE OF CREDIT WITH CITIZENS BANK
  - 2. SKRYD-METROPOLITAN WATER RECLAMATION DISTRICT-RAIN BARRELS
  - 3. SKRYD-COMPOSTING ORDINANCE 1060.11 AMENDMENT
  - 4. LAURETO-MCDONALD'S GRAND OPENING/ROOSEVELT RD
  - 5. BUDGET COMM.-REVIEW OF 2010 BUDGET-TIMELINES & DEADLINES
  - 6. BUDGET COMM- CITY DEPARTMENT FINANCIAL CUTS IN FISCAL YR 2009
  - 7. SKRYD-RAIN BARREL ORDINANCE

(J) STAFF REPORTS

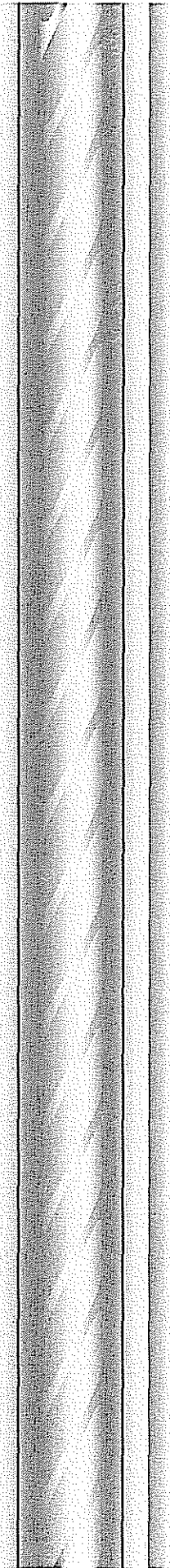
1. CITY ADMINISTRATOR-RFP-CLEANING SERVICES AND CLEANING SUPPLIES
2. LAW-SETTLEMENT APPROVAL-AM AUDIT
3. DEPUTY POLICE CHIEF-REVIEW OF RED LIGHT PHOTO ENFORCEMENT SYSTEM
4. FINANCE DIR-RESOL TO DRAW ON THE \$2 MILLION LINE OF CREDIT
5. PW DIR-REQUEST TO SEEK BIDS FOR HOLIDAY DECORATIONS
6. PW DIR-APPROVAL OF BID RESULTS FOR CDBG-R-EAST AVE REHAB
7. CITY ENGINEER-APPROVAL OF BID RESULTS FOR 2009 ASPHALT IMPROVEMENTS
8. PW DIR-CHANGE ORDER FOR OAK PARK LIGHTING

(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 CHAIRMAN-PAYROLL-9/2/09-\$913,959.88
2. BUDGET CHAIRMAN-PAYROLL-9/8/09-\$949,079.28
3. LAURETO-HANDICAP SIGN-J. A. GUERRERO-1334 WISCONSIN-APPROVE
4. LAURETO-HANDICAP SIGN-P. DENORMANDIE-1327 OAK PARK AV-APPROVE
5. COLLECTIONS & LICENSING-BUSINESS LICENSES ISSUED IN AUGUST 2009
6. BUILDING DIR.-BUILDING PERMITS ISSUED IN AUGUST 2009
7. KIWANIS CLUB-ANNUAL KIWANIS PEANUT DAY-9/24, 9/25, & 9/26/09
8. ST ODILO-OUTDOOR GROUP PROCESSION-10/20/09
9. NEWLIFE COMMUNITY CHURCH-BARBEQUE-19<sup>TH</sup> & OAK PARK AV-9/13/09
10. BERWYN MAIN STREET-CLOSURE OF ELMWOOD AV. NORTH FROM CERMAK RD TO THE ALLEY FOR THE "CZECH OASIS" AT HOUBY FEST
11. BLOCK ALLEY GARAGE SALE-1800 CLINTON/KENILWORTH 9/12/09

ITEMS SUBMITTED ON TIME 35

  
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THOMAS J. PAYLIK - CITY CLERK

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



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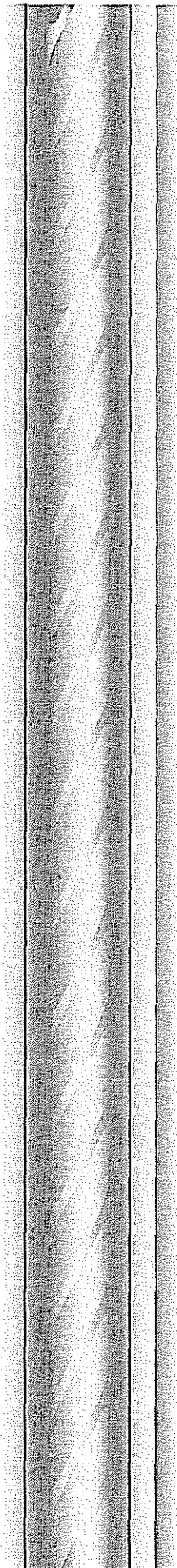
Item(s)	Pages
<b><i>ROLL CALL</i></b>	
A. Pledge of Allegiance Moment of Silence	
B. <u>Open Forum</u> Topic must <b><u>NOT</u></b> be on the Agenda	
C. <u>Presentation of Previous Meeting Minutes for Approval</u>	
1. Minutes of City Council Meeting--8/25/09	1- 5
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9. Newlife Community Church-Barbeque-19 <sup>th</sup> & Oak Park Ave-9/13/09	1- 1
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11. Block Alley Garage Sale-1800 Clinton/Kenilworth – 9/12/09	1- 1



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

**ROBERT J. LOVERO**  
**MAYOR**

**THOMAS J. PAVLIK**  
**CITY CLERK**

**MINUTES**  
**BERWYN CITY COUNCIL**  
**AUGUST 25, 2009**

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, Skryd, Santoy, Polashek, Avila, Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was observed for the deceased grandmother of Alderman Polashek, and for the speedy recovery of his sister, who recently had surgery, and for the safety of our armed forces, police, firefighters, and paramedics.
3. The Open Forum portion of the meeting was announced. Alderman Santoy announced a meeting for Saturday, August 29, 2009 at 10:00 a.m. regarding the Cuyler Pool Capital Improvements, and also announced a 5<sup>th</sup> Ward Town meeting at the Berwyn Community Center on Monday, September 28, 2009 at 7:30 p.m.-Alderman Laureto announced an 8<sup>th</sup> Ward Town meeting for Thursday, August 27, 2009 at 7:00 p.m. at the Commodore Barry Post #256, Alderman Skryd announced the Battle of the Bands to be held on Saturday, August 29, 2009, 6 to 9 p.m. at the Berwyn Park District, Liberty Center, Alderman Polashek announced that his 6<sup>th</sup> Ward was cancelled for Thursday, September 10, 2009 and rescheduled for Wednesday, October 28, 2009, Alderman Chapman announced Oktoberfest to be held on September 11<sup>th</sup> and 12<sup>th</sup> and also reported on a resident who was facing foreclosure and was helped with the mortgage by State Representative, Zalewski, to stopping the foreclosure process, Alderman Paul reminded the Aldermen of the next Census meeting to be held on Tuesday, September 1, 2009 at 10:00 a.m. at City Hall.
4. The minutes of the Berwyn City Council and the Committee of the Whole meetings held on August 11, 2009 were submitted. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
5. The Public Works director submitted a request to open bids for Asphalt Alley Improvements. Thereafter, Boyajian made a motion, seconded by Laureto, to grant permission for the corporate authorities and any other interested parties, to adjourn to the conference room, to open, tabulate,

and return same to the Council Chambers for reading. The motion carried by a voice vote.

6. The Public Works director submitted a request to open bids for CDBG-R East Avenue Sewer Improvements. Thereafter, Avila made a motion, seconded by Boyajian, to grant permission for the corporate authorities and any other interested parties, to adjourn to the conference room, to open, tabulate, and return same to the Council Chambers for reading. The motion carried by a voice vote.
7. The Mayor submitted a communication regarding the appointment of Tammy Clausen to the position of Library Director of the Berwyn Public Library. Thereafter, Chapman made a motion, seconded by Skryd, to concur in the appointment. The motion carried by a voice vote.
8. The Mayor submitted a communication requesting a Van Lift for Senior Services. Thereafter, Chapman made a motion, seconded by Avila, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
9. The City Clerk submitted a communication requesting approval of Close Committee of the Whole minutes of July 28, 2009. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
10. Alderman Chapman, Budget Chairman, submitted a communication regarding the 2009 City of Berwyn budget reductions. Thereafter, Chapman made a motion, seconded by Boyajian, to accept the matter as informational and refer to all departments. The motion carried by a voice vote.
11. Alderman Skryd submitted a communication regarding parking on the 2200 block of Clarence. Thereafter, Skryd made a motion, seconded by Chapman, to refer the matter to the Traffic Engineer for study. The motion carried by a voice vote.
12. Alderman Skryd submitted a communication regarding 2-15 minute parking spaces at 6248 W. 26<sup>th</sup> Street. Thereafter, Skryd made a motion, seconded Avila, to concur and refer to the Public Works department for installation. The motion carried by a unanimous roll call vote.
13. Alderman Skryd submitted a communication regarding Parking Meters on Cermak Road. Thereafter, Skryd made a motion, seconded by Polashek, to

refer the matter to the Committee of the Whole. The motion carried by a voice vote.

14. The Joint meeting of the Budget and the Business License & Taxation Committees was held on Monday, August 17, 2009. The matters discussed were Licensing Process Overview, Tax Structure Overview, Collections Overview, and Foreclosure Fee Update. Thereafter, Santoy made motion, seconded by Skryd, to accept the matter as informational. The motion carried by a voice vote.
15. The Building, Zoning, and Planning Committee submitted a communication regarding a meeting held on August 3, 2009 with discussion regarding the updating of the City's website in English/Spanish, with the recommendation that the matter remain in committee for further discussion. Thereafter, Laureto made a motion, seconded by Chapman, to accept the matter as informational. The motion carried by a voice vote.
16. The Law department submitted a communication requesting a settlement approval for 2008 Berwyn Fire Department's four Deputy Chiefs, Back Pay. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve for payment in an amount not to exceed \$12,853.75. The motion carried by a unanimous roll call vote.
17. The Law department submitted a communication with an attached ordinance entitled:  
**AN ORDINANCE AMENDING THE CITY CODE WHICH WILL REDUCE THE NUMBER OF APPOINTED INDIVIDUALS ON THE COMMUNITY RELATIONS COMMISSION, IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**  
Thereafter, Avila made a motion, seconded by Laureto, to concur and **adopt** the ordinance as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
18. The Public Works director submitted a communication requesting the approval of MFT Pavement Marking Bids with the recommendation to award the contract to Mark-it in the amount of \$93,782.50. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
19. The Police Chief submitted a communication requesting to promote one lieutenant and two sergeants to fill vacancies. Thereafter, Chapman made a motion, seconded by Skryd, to refer the matter to the Budget committee.

The motion carried by a voice vote. Thereafter, the Mayor informed Council that both the lieutenants and sergeants lists have expired.

20. The Finance director submitted a communication regarding Surplus Property of two public works Street Sweepers. Thereafter, Skryd made a motion, seconded by Laureto, to concur with the recommendation that the sweepers be sold for scrap. The motion carried by a voice vote.
21. The Berwyn Public Library submitted a request to replace a Reader's Advisory Page. Thereafter, Chapman made a motion, seconded by Skryd, to waive the hiring freeze and concur with the request. The motion carried by a unanimous roll call vote.
22. The Berwyn Public Library submitted a request to replace a Youth Services Page. Thereafter, Chapman made a motion, seconded by Avila, to waive the hiring freeze and concur with the request. The motion carried by a unanimous roll call vote.
23. The Berwyn Public Library submitted a request to replace a Library Assistant I. Thereafter, Chapman made a motion, seconded by Skryd, to waive the hiring freeze and concur with the request. The motion carried by a unanimous roll call vote.
24. The Berwyn Public Library submitted a request to replace a Circulation Assistant I and to fill the full-time position with 2 part-time Circulation Library Assistants. Thereafter, Chapman made a motion, seconded by Avila, to waive the hiring freeze and concur with the request. The motion carried by a voice vote.
25. Chapman made a motion, seconded by Laureto, to suspend the rules and bring forth item K-2 from the Consent agenda. The motion carried. Thereafter, Chapman made a motion, seconded by Skryd, to remove item # 3509 in the amount of \$2,518.71 and deny payment. The motion carried by a voice vote.
26. Chapman made a motion, seconded by Polashek, to concur and approve the remaining payables. The motion carried by a unanimous roll call vote.
27. Consent Agenda items K-1 and K-3 through K-9 were submitted.
  - K-1-Budget Chairman, payroll for August 19, 2009, \$922,407.54
  - K-3-Alderman Paul, handicap sign on N. Coconato, 2717 Clarence, **Approve**
  - K-4-Alderman Santoy, handicap sign for V. Contreres, 2938 Harvey, **Approve**
  - K-5-block garage sale, 3800 Ridgeland & Cuyler, September 12, 2009
  - K-6-block party, 2100 Grove, September 12, 2009

K-7-block party, 1300 Elmwood, September 6, 2009  
K-8-block party, 1200 Gunderson, September 26,, 2009  
K-9-block party, 3400 Grove, September 12, 2009

Thereafter, Skryd made a motion seconded by Laureto to concur and approve by Omnibus Vote Designation. The motion carried by a unanimous voice vote.

28. The bid tabulations for the 2009 Asphalt Alley Improvements were returned for reading. Bids were received by A. Lamp Concrete in the amount of \$522,045, Brothers Asphalt Paving, Inc in the amount of \$532,700, Crowley-Sheppard Asphalt, Inc in the amount of \$613,210, Briggs Paving in the amount of \$625,123.26, and Orange Crush, L.L.C. in the amount of \$538,900. Thereafter, Boyajian made a motion, seconded by Skryd, to refer the matter to the City Engineer and the Public Works Director. The motion carried by a voice vote.
29. The bid tabulations for the East Avenue C.D.B.G. Sewer and Pavement Improvement were returned for reading. Bids were received from A.Lamp Concrete in the amount of \$787,272.40, Crowley-Sheppard Asphalt, Inc. in the amount of \$449,217.80, and K-Five Construction, Corp in the amount of \$474,010. Thereafter, Skryd made a motion, seconded by Boyajian, to refer the matter to the City Engineer and the Public Work's Director. The motion carried by a voice vote.
30. Alderman Chapman called a Budget Committee meeting for Thursday, September 3, 2009 at 6:00 p.m.
31. Alderman Skryd called an Administration Committee meeting for Wednesday, September 16, 2009 at 6:30 p.m.
32. Aldermen Laureto and Santoy called for a Joint Committee meeting of the Building, Zoning, and Planning Committee and Business License & Taxation Committee for Monday, September 14, 2009 at 6:30 p.m.
33. Alderman Avila called for a Fire and Police Committee meeting for Wednesday, September 9, 2009 at 6 p.m.
34. There being no further business to come before the meeting, same was, after a motion by Boyajian, seconded by Laureto, to adjourn at the hour of 8:35 p.m. The motion carried by a voice vote.

Respectfully submitted,

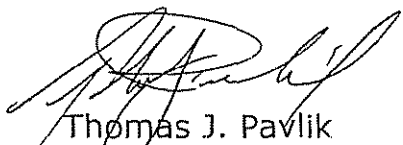
  
Thomas J. Pavlik, City Clerk



**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**AUGUST 25, 2009**

1. The Committee of the Whole was called to order by Mayor Lovero at 7:02 p.m. Upon the call of the roll, the following responded present: Chapman, Paul, Skryd, Santoy, Polashek, Avila. Absent: Boyajian.
2. Skryd made a motion, seconded by Santoy, to excuse Alderman Boyajian. The motion carried by a voice vote.
3. Agenda Items-Mayor Lovero asked if there were any questions regarding agenda items for tonight's Council meeting.
  - Alderman Skryd questioned 2 Lift Vans for Senior Citizens and if the new additional van would still cost seniors \$1.00, answer, yes.
4. Item #2-Law Department ordinance amending the number of members on the Community Relations Committee.
  - Alderman Avila questioned the current number of the Board and if this is a decrease, answer, yesAlderman Boyajian present at 7:05 p.m.
5. Skryd made a motion, seconded by Avila, to close the Committee of the Whole at 7:05 for pending litigation. The motion carried by a voice vote.
6. Chapman made a motion, seconded by Skryd, to reopen the Committee of the Whole at 7:47 p.m. The motion carried by a voice vote.
7. Avila made a motion, seconded by Chapman, to adjourn the Committee of the Whole at 7:47 p.m. The motion carried by a voice vote.

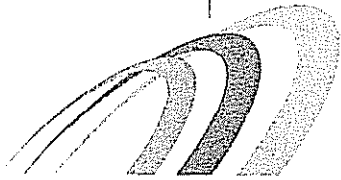
Respectfully submitted,

  
Thomas J. Pavlik  
City Clerk



**D. Bid Openings  
Tabulations**

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



E-1

berwyn development  
CORPORATION

September 8, 2009

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

**Re: Change Order Authorization – Parking Structure**

Dear Mayor and City Council,

We are requesting Council's consideration to release an amount not to exceed \$41,968 from the parking structure budget. A change order has been submitted and reviewed by the City's Owner's Representative. The cost is associated with additional furnishing and installing of conduit and boxes for the Code Blue emergency call stations, for five added security cameras and for one added pay station.

The project budget for the structure is \$12 million (\$2.4 million will be reimbursed to the City through IDOT and Metra grants). With this change order, \$10.2 million have been allocated to date, keeping the project within the specified budget.

Attached for your review is the Owner's Representative recommendation regarding the aforementioned change order.

Respectfully Submitted for your Consideration,

Anthony Griffin

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Second Floor  
Berwyn, IL 60402  
708.788.8100  
fax: 708.788.0966  
www.berwyn.net

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August 28, 2009

Mr. Anthony Griffin, Executive Director  
Berwyn Development Corporation  
3322 S. Oak Park Avenue  
Berwyn, IL 60402

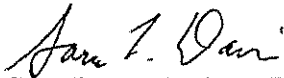
Subject: Berwyn Municipal Parking Structure  
Change Order No. 18 for Power Construction Company, LLC Contract  
Benesch Reference No. 3964

Dear Mr. Griffin:

Benesch recommends approval of the enclosed Change Order No. 18, increasing the Contract Sum of the subject project by **\$41,968**. This is the cost associated with furnishing and installing conduit and boxes for the Code Blue emergency call stations, for five added security cameras and for one added pay station. The reason is that the security systems and parking pay system, which are being provided under separate contracts, were not finalized when the main construction contract was executed. Now that the details are complete, increased quantities of conduit and boxes provided under the main contract are required. We have reviewed the costs submitted by the Contractor, and found them to be acceptable and reasonable.

Please do not hesitate to contact me if you have any questions or need additional information.

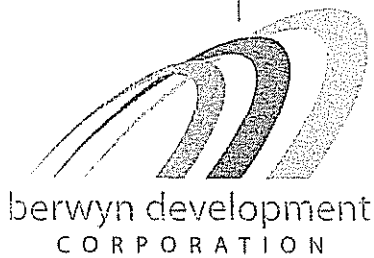
Yours truly,



Sara L. Davis, S.E., P.E.  
Project Manager

Enclosures

Cc: Lynne Corrao, Metra



E-2

September 8, 2009

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

**Re: Change Order Authorization – Parking Structure**

Dear Mayor and City Council,

We are requesting Council's consideration to release an amount not to exceed \$35,018 from the parking structure budget. A change order has been submitted and reviewed by the City's Owner's Representative. The cost is associated with adding twelve (12) additional working days, due to the exceptional number of days when weather conditions prevented progress of work.

The project budget for the structure is \$12 million (\$2.4 million will be reimbursed to the City through IDOT and Metra grants). With this change order, \$10.2 million have been allocated to date, keeping the project within the specified budget.

Attached for your review is the Owner's Representative recommendation regarding the aforementioned change order.

Respectfully Submitted for your Consideration,

  
Anthony Griffin

# benesch

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August 18, 2009

Mr. Anthony Griffin, Executive Director  
Berwyn Development Corporation  
3322 S. Oak Park Avenue  
Berwyn, IL 60402

Subject: Berwyn Municipal Parking Structure  
Change Order No. 17 for Power Construction Company, LLC Contract  
Benesch Reference No. 3964

Dear Mr. Griffin:

Benesch recommends approval of the enclosed Change Order No. 17, increasing the Contract Sum of the subject project by **\$35,018** and increasing the Contract Time by **twelve (12) days**. Note that this amount includes an allowance of \$9,257 for general conditions for eight working days, to be paid only for the additional working days that actually occur before Substantial Completion is certified.

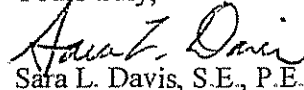
The time extension is due to an exceptional number of days when weather conditions prevented progress of the work. The approved construction schedule included 16 weather days, which we found to be reasonable based on typical weather conditions in the history of this area. Power Construction notified Benesch as each weather day occurred and we took no exception to any of the days so designated. By the end of June, 24 working days had been lost to weather. Therefore, we agree that eight additional working days should be added to the Contract Time, which equals twelve calendar days in this case.

The increase to the Contract Sum includes additional costs to the Contractor for equipment and form rental and minimum labor calls for the eight additional weather days. These costs have been incurred and are documented. The Contractor also requested costs to cover general conditions for the eight additional working days, which is reasonable if these days are required to complete the work. However, if Substantial Completion is achieved before November 23, 2009, it is fair to assume that some or all of those costs will not be incurred. Therefore we recommend including an allowance for potential general conditions costs.

We have reviewed the weather data and costs submitted by the Contractor, and found them to be acceptable, as noted above.

Please do not hesitate to contact me if you have any questions or need additional information.

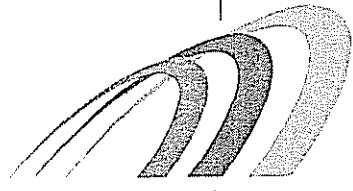
Yours truly,



Sara L. Davis, S.E., P.E.  
Resident Project Manager

Enclosures

Cc: Lynne Corrao, Metra



berwyn development  
CORPORATION

E-3

September 3, 2009

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

**Re: Amendment to the Roosevelt TIF district**

Dear Mayor and Member of the City Council,

The purpose of attached Public Hearing and JRB Resolution is to initiate the formal process of TIF amendment adoption process. The Roosevelt TIF district is being amended as a housekeeping issue to adjust the budget. The amended budget is simply a matter of compliance with the TIF Act. The current TIF Plan budget does not account for inflation nor does it allow for the needed budget that matches the redevelopment goals. We would amend to cover inflation and provide the ability to tackle the desired redevelopment projects. The Roosevelt TIF District expires in property tax year 2020.

We would request consideration for the approval of the attached resolution convening a joint review board and calling for a public hearing in connection with certain proposed amendments to the redevelopment plan and project for the Roosevelt redevelopment project area.

Respectfully submitted for your consideration,

Anthony W. Griffin

3322 S. Oak Park Avenue  
Second Floor  
Berwyn, IL 60402  
708.788.8100  
fax: 708.788.0966  
www.berwyn.net



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

**A RESOLUTION CONVENING A JOINT REVIEW BOARD AND  
CALLING A PUBLIC HEARING IN CONNECTION WITH CERTAIN  
PROPOSED AMENDMENTS TO THE REDEVELOPMENT PLAN AND  
PROJECT FOR THE ROOSEVELT REDEVELOPMENT PROJECT AREA**

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "Act"), the City of Berwyn, Cook County, Illinois (the "City"), by ordinance has heretofore approved a redevelopment plan and project (the "Redevelopment Plan and Project") for and has designated a redevelopment project area known as the Roosevelt Redevelopment Project Area of the City (the "Redevelopment Project Area") further described in Exhibit "A", attached hereto and incorporated herein, and has adopted tax increment allocation financing ("TIF") for the Redevelopment Project Area; and

WHEREAS, the Mayor and City Council (collectively, the "Corporate Authorities") have determined that it is in the best interests of the City to amend the Redevelopment Plan and Project (the "Amendments"); and

WHEREAS, the Amendments amend the TIF Plan budget and the Equal Assessed Valuation; and

WHEREAS, the Act requires the City to conduct a public hearing prior to the adoption of an ordinance approving the Amendments, at which hearing any interested person or affected taxing district may file with the City Clerk written objections to and may be heard orally with respect to the proposed Amendments to the Redevelopment Plan and Project; and

WHEREAS, the Act further requires that, prior to holding a public hearing, the City convene

a joint review board (the "Board") consisting of a representative selected by each community college district, local elementary school district and high school district or each local community unit school district, park district, library district, township, fire protection district, and county that has or will have the authority to directly levy taxes on the property within the Redevelopment Project Area, a representative selected by the City and a public member to consider the subject matter of the public hearing; and

WHEREAS, the Act requires that notice of the public hearing be given by publication and mailing to the last taxpayer of record of each property within the Redevelopment Project Area; and

WHEREAS, the Act requires that the City shall provide notice of the availability of the proposed Amendments to the Redevelopment Plan and Project and any applicable eligibility report, including how to obtain such information, by mail within a reasonable time after the adoption of this Resolution, to all residential addresses that, after a good faith effort, the City determines are located within seven hundred fifty (750) feet of the boundaries of the Redevelopment Project Area; and

WHEREAS, the Act also requires the City to provide notice to those organizations and residents that have registered with the City for that information in accordance with the registration guidelines established by the City under Section 11-74.4-4.2 of the Act; and

WHEREAS, the Redevelopment Plan and Project, as amended, will not result in the displacement of residents from ten (10) or more inhabited units, as certified by the City in the Redevelopment Plan and Project; and

WHEREAS, the Corporate Authorities have heretofore determined and do hereby determine that it is advisable and in the best interests of the City and its residents to hold a public hearing and convene the Board to consider the proposed Amendments to the Redevelopment Plan and Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of

Berwyn, Cook County, Illinois, as follows:

Section 1. That the foregoing recitals to this Resolution are adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2. The Amendments to the Redevelopment Plan and Project are hereby proposed.

Section 3. A public hearing shall be held by the Corporate Authorities at 5:30 p.m. on the 10<sup>th</sup> day of November 2009, at the Berwyn Police Department Community Room, 6401 31<sup>st</sup> Street, Berwyn, Illinois 60402, for the purpose of hearing from any interested persons and affected taxing districts regarding the proposed Amendments to the Redevelopment Plan and Project.

Section 4. Notice of the public hearing, substantially in the form attached hereto and incorporated herein as Exhibit "B", shall be published at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the public hearing, in a newspaper of general circulation within the taxing districts having property in the Redevelopment Project Area. In addition, notice shall be mailed by certified mail not less than ten (10) days prior to the date set for the public hearing, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Project Area. In the event taxes for the last preceding year were not paid, the notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as the owners of such property.

Section 5. Notice shall also be given by certified mail to all taxing districts of which taxable property is included in the Redevelopment Project Area and to the Illinois Department of Commerce and Economic Opportunity (formerly known as the Illinois Department of Commerce and Community Affairs) not less than forty-five (45) days prior to the public hearing, and such notice shall also include an invitation to each taxing district and the Illinois Department of Commerce and

Economic Opportunity (formerly known as the Illinois Department of Commerce and Community Affairs) to submit written comments prior to the date of the public hearing to the City, to the attention of the City Clerk, City Hall, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402, concerning the subject matter of the public hearing. Each such mailed notice shall include a copy of the Redevelopment Plan and Project, as proposed to be amended, any applicable eligibility report and the name of a person to contact for further information.

Section 6. Notice of the availability of the Amendments to the Redevelopment Plan and Project and any applicable eligibility report, including how to obtain such information, shall also be given by mail within a reasonable time after the adoption of this Resolution to all residential addresses that, after a good faith effort, the City determines are located within seven hundred fifty (750) feet of the boundaries of the Redevelopment Project Area. The City Council hereby authorizes the City Attorney, Kane, McKenna and Associates, Inc., Berwyn Development Corporation and/or designees of the same to take all acts necessary to provide any and all notices required pursuant to the Act.

Section 7. On August 27, 2009, which is at least ten (10) days prior to the adoption of this Resolution, a draft of the proposed Amendments to the Redevelopment Plan and Project was placed on file at the Office of the City Clerk, City Hall, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402 and has been available for public inspection since that date.

Section 8. The Board, as set forth in the Act, is hereby convened and the Board shall meet, review such documents, and issue such report as set forth in the Act. The first meeting of the Board shall be held at 2:30 p.m. on the 2<sup>nd</sup> day of October 2009, which will be at least fourteen (14) days but not more than twenty-eight (28) days after the mailing of notice by the City to the taxing districts, at the City Hall, 2<sup>nd</sup> Floor conference room, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402. The public

member shall be selected as provided for in the Act and the Board's chairperson shall be selected by a majority of the Board members present and voting.

Section 9. The Board shall act in accordance with the Act.

Section 10. That this Resolution shall be in full force and effect from and after its passage and in the manner as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2009.

AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
Legal Description

That part of Sections 19 and 20, in Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois: Bounded on the north by the north lines of Sections 19 and 20; bounded on the south by the south line and south line extended of the east-west alley lying south of Roosevelt Road and north of 13th Street; bounded on the west by the west line of Maple Avenue and bounded on the east by the east line of the west half of the northwest quarter of said section 20.

**EXHIBIT B**

Notice of Public Hearing

CITY OF BERWYN, COOK COUNTY, ILLINOIS  
NOTICE OF A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE  
REDEVELOPMENT PLAN AND PROJECT FOR THE ROOSEVELT REDEVELOPMENT  
PROJECT AREA

Notice is hereby given that on November 10, 2009, at 5:30 p.m. at the Berwyn Police Department Community Room, 6401 31<sup>st</sup> Street, Berwyn, Illinois 60402, a public hearing will be held to consider the approval of amendments to the Redevelopment Plan and Project for the Roosevelt Redevelopment Project Area (the "Redevelopment Project Area"). The Redevelopment Project Area is generally bounded by the area and consists of the territory legally described in Attachment "A", attached hereto and made a part hereof.

There will be considered at the public hearing amendments to the Redevelopment Plan and Project for the Redevelopment Project Area (the "Amendments"). The proposed Amendments to the Redevelopment Plan and Project were placed on file on August 27, 2009 and are available for public inspection at the office of the City Clerk, City Hall, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402. The proposed Amendments to the Redevelopment Plan and Project revise the budget contained in the Redevelopment Plan and Project.

Prior to the date of the public hearing, each taxing district having property in the Redevelopment Project Area and the Illinois Department of Commerce and Economic Opportunity (formerly known as the Illinois Department of Commerce and Community Affairs) may submit written comments to the City, to the attention of the City Clerk, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402.

There is hereby convened a joint review board to consider the proposed approval of the Amendments to the Redevelopment Plan and Project. The joint review board shall consist of a representative selected by each community college district; local elementary school district and high school district or each local community unit school district; park district; library district; township; fire protection district; and county that has authority to directly levy taxes on the property within the Redevelopment Project Area, a representative selected by the City, and a public member. The first meeting of said joint review board shall be held at 2:30 p.m. on the 2<sup>nd</sup> day of October 2009, at the Berwyn City Hall, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402.

At the public hearing, all interested persons and affected taxing districts may file written objections with the City Clerk and may be heard orally with respect to any issues regarding the approval of the Amendments to the Redevelopment Plan and Project. The hearing may be adjourned without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the subsequent hearing.

/s/ Thomas J. Pavlik  
City Clerk, City of Berwyn, Illinois

## ATTACHMENT A

### Legal Description and Description of the Streets that Generally Bound the Redevelopment Project Area

That part of Sections 19 and 20, in Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois: Bounded on the north by the north lines of Sections 19 and 20; bounded on the south by the south line and south line extended of the east-west alley lying south of Roosevelt Road and north of 13th Street; bounded on the west by the west line of Maple Avenue and bounded on the east by the east line of the west half of the northwest quarter of said section 20.

The TIF District is generally bounded by the following streets:

- Maple Avenue on the west;
- Lombard Avenue on the east;
- The north side of the Roosevelt Road right-of-way on the north;
- Alleys south of parcels fronting on the south side of Roosevelt Road on the south.



E-4

September 3, 2009

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


**Re: Amendment to the Cermak TIF district**

Dear Mayor and Member of the City Council,

The purpose of attached Public Hearing and JRB Resolution is to initiate the formal process of TIF amendment adoption process. The Cermak TIF district is being amended as a housekeeping issue to adjust the budget and remove one parcel. The amended budget is simply a matter of compliance with the TIF Act. The current TIF Plan budget does not account for inflation nor does it allow for the needed budget that matches the redevelopment goals. We would amend to cover inflation and provide the ability to tackle the desired redevelopment projects. The Cermak TIF District expires in property tax year 2010.

We would request consideration for the approval of the attached resolution convening a joint review board and calling for a public hearing in connection with certain proposed amendments to the redevelopment plan and project for the Cermak (Berwyn Theater) redevelopment project area.

Respectfully submitted for your consideration,



Anthony W. Griffin

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

**A RESOLUTION CONVENING A JOINT REVIEW BOARD AND  
CALLING A PUBLIC HEARING IN CONNECTION WITH CERTAIN  
PROPOSED AMENDMENTS TO THE REDEVELOPMENT PLAN AND  
PROJECT FOR THE CERMAK (BERWYN THEATER)  
REDEVELOPMENT PROJECT AREA**

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the “Act”), the City of Berwyn, Cook County, Illinois (the “City”), by ordinance has heretofore approved a redevelopment plan and project (the “Redevelopment Plan and Project”) for and has designated a redevelopment project area known as the Cermak (Berwyn Theater) Redevelopment Project Area of the City (the “Redevelopment Project Area”) further described in Exhibit “A”, attached hereto and incorporated herein, and has adopted tax increment allocation financing (“TIF”) for the Redevelopment Project Area; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) have determined that it is in the best interests of the City to amend the Redevelopment Plan and Project (the “Amendments”); and

WHEREAS, the Amendments alter the boundaries of the Redevelopment Project Area to include the removal of a parcel and amending the TIF Plan budget; and

WHEREAS, the Act requires the City to conduct a public hearing prior to the adoption of an ordinance approving the Amendments, at which hearing any interested person or affected taxing district may file with the City Clerk written objections to and may be heard orally with respect to the

proposed Amendments to the Redevelopment Plan and Project; and

WHEREAS, the Act further requires that, prior to holding a public hearing, the City convene a joint review board (the "Board") consisting of a representative selected by each community college district, local elementary school district and high school district or each local community unit school district, park district, library district, township, fire protection district, and county that has or will have authority to directly levy taxes on the property within the Redevelopment Project Area, a representative selected by the City and a public member to consider the subject matter of the public hearing; and

WHEREAS, the Act requires that notice of the public hearing be given by publication and mailing to the last taxpayer of record of each property within the Redevelopment Project Area; and

WHEREAS, the Act requires that the City shall provide notice of the availability of the proposed Amendments to the Redevelopment Plan and Project and any applicable eligibility report, including how to obtain such information, by mail within a reasonable time after the adoption of this Resolution, to all residential addresses that, after a good faith effort, the City determines are located within seven hundred fifty (750) feet of the boundaries of the Redevelopment Project Area; and

WHEREAS, the Act also requires the City to provide notice to those organizations and residents that have registered with the City for that information in accordance with the registration guidelines established by the City under Section 11-74.4-4.2 of the Act; and

WHEREAS, the Redevelopment Plan and Project, as amended, will not result in the displacement of residents from ten (10) or more inhabited units, as certified by the City in the Redevelopment Plan and Project; and

WHEREAS, the Corporate Authorities have heretofore determined and do hereby determine that it is advisable and in the best interests of the City and its residents to hold a public hearing and

convene the Board to consider the proposed Amendments to the Redevelopment Plan and Project.

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

Section 1. That the foregoing recitals to this Resolution are adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2. The Amendments to the Redevelopment Plan and Project are hereby proposed.

Section 3. A public hearing shall be held by the Corporate Authorities at 6:00 p.m. on the 10<sup>th</sup> day of November 2009, at the Berwyn Police Department Community Room, 6401 31<sup>st</sup> Street, Berwyn, Illinois 60402, for the purpose of hearing from any interested persons and affected taxing districts regarding the proposed Amendments to the Redevelopment Plan and Project.

Section 4. Notice of the public hearing, substantially in the form attached hereto and incorporated herein as Exhibit "B", shall be published at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the public hearing, in a newspaper of general circulation within the taxing districts having property in the Redevelopment Project Area. In addition, notice shall be mailed by certified mail not less than ten (10) days prior to the date set for the public hearing, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Project Area. In the event taxes for the last preceding year were not paid, the notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as the owners of such property.

Section 5. Notice shall also be given by certified mail to all taxing districts of which taxable property is included in the Redevelopment Project Area and to the Illinois Department of Commerce and Economic Opportunity (formerly known as the Illinois Department of Commerce and

Community Affairs) not less than forty-five (45) days prior to the public hearing, and such notice shall also include an invitation to each taxing district and the Illinois Department of Commerce and Economic Opportunity (formerly known as the Illinois Department of Commerce and Community Affairs) to submit written comments prior to the date of the public hearing to the City, to the attention of the City Clerk, City Hall, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402, concerning the subject matter of the public hearing. Each such mailed notice shall include a copy of the Redevelopment Plan and Project, as proposed to be amended, any applicable eligibility report and the name of a person to contact for further information.

Section 6. Notice of the availability of the Amendments to the Redevelopment Plan and Project and any applicable eligibility report, including how to obtain such information, shall also be given by mail within a reasonable time after the adoption of this Resolution to all residential addresses that, after a good faith effort, the City determines are located within seven hundred fifty (750) feet of the boundaries of the Redevelopment Project Area. The City Council hereby authorizes the City Attorney, Kane, McKenna and Associates, Inc., Berwyn Development Corporation and/or designees of the same to take all acts necessary to provide any and all notices required pursuant to the Act.

Section 7. On August 27, 2009, which is at least ten (10) days prior to the adoption of this Resolution, a draft of the proposed Amendments to the Redevelopment Plan and Project was placed on file at the Office of the City Clerk, City Hall, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402 and has been available for public inspection since that date.

Section 8. The Board, as set forth in the Act, is hereby convened and the Board shall meet, review such documents, and issue such report as set forth in the Act. The first meeting of the Board shall be held at 3:00 p.m. on the 2<sup>nd</sup> day of October 2009, which will be at least fourteen (14) days

but not more than twenty-eight (28) days after the mailing of notice by the City to the taxing districts, at the City Hall, 2<sup>nd</sup> Floor conference room, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402. The public member shall be selected as provided for in the Act and the Board's chairperson shall be selected by a majority of the Board members present and voting.

Section 9. The Board shall act in accordance with the Act.

Section 10. That this Resolution shall be in full force and effect from and after its passage and in the manner as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
Legal Description

Lot A and Lot B and Lots 27 through 36 inclusive, and Lots 89 through 98 inclusive, together with the adjacent public roadways and alleyways in Berwyn Manor, a Subdivision in the South one half of the Southeast one quarter of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian

AND

The South 14.49 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.0 feet of Lot 27 in Block 5; the South 14.55 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.51 feet of Lot 27 in Block 6; the South 14.65 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.57 feet of Lot 27 in Block 7; and the South 14.71 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.66 feet of Lot 27 in Block 8, together with the adjacent public roadways and alleyways in B. Pinkert and Sons 22nd Street Subdivision of Lot 6 (except the North 66 feet) in Circuit Court partition of the West one half of the Southwest one quarter and the West one half of the Northwest one quarter of Section 20, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 through 8 inclusive in Block 1 and Lots 1 through 9 inclusive in Block 2, together with the adjacent public roadways and alleyways, in Groh and Christians Subdivision in Section 30, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 and 2 in Block 7 and Lots 1 and 2 in Block 8, together with the adjacent public roadways and alleyways in the Subdivision of Blocks 7 and 8 in the Subdivision of the Northwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 through 10 inclusive, together with the adjacent public roadways and alleyways in Block 6 in Henry H. and Jessie S. Walker's Subdivision of Blocks 5 and 6 in the Subdivision of the Northwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

### Added Area

The Added Area is located adjacent to the Original Project Area generally bounded on the west by Harlem Avenue, on the north by the alley north of the area known as the Vacin Fairway, on the east by Gunderson Avenue and on the south by the alley south of Cermak Road; excepting therefrom the frontage along the south side of Cermak Road between Harlem Avenue on the west and Home Avenue on the east. The boundaries of the Added Area are shown in Figure 1b, *Boundary Map: Added Area*, and legally described as follows:

That part of the southwest quarter and the southeast quarter of Section 19, and the northwest quarter and the northeast quarter of Section 30, all in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; bounded and described as follows:

Beginning at the southwest corner of the southwest quarter of Section 19; thence north to the extended south line of Lot 493 of Berwyn Gardens, a subdivision in the south half of the southwest quarter of Section 19; thence east along the south line and south line extended of Lots 493 and 479 of said Berwyn Gardens to a point on the west line of Maple Avenue; thence continuing east to the southwest corner of Lot 428 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 428 and 414 of said Berwyn Gardens to a point on the west line of Wisconsin Avenue; thence continuing east to the southwest corner of Lot 363 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 363 and 349 of said Berwyn Gardens to a point on the west line of Wenonah Avenue; thence continuing east to the southwest corner of Lot 298 of said Berwyn Gardens; thence continuing



east along the south line and south line extended of Lots 298 and 284 of said Berwyn Gardens to a point on the west line of Home Avenue; thence continuing east to the southwest corner of Lot 233 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 233 and 219 of said Berwyn Gardens to a point on the west line of Clinton Avenue; thence continuing east to the southwest corner of Lot 168 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 168 and 154 of said Berwyn Gardens to a point on the west line of Kenilworth Avenue; thence continuing east to the southwest corner of Lot 103 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 103 and 90 of said Berwyn Gardens to a point on the west line of Grove Avenue; thence continuing east to the southwest corner of Lot 39 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 39 and 26 of said Berwyn Gardens to the west line of Oak Park Avenue; thence continuing east to the southwest corner of Lot 475 of Berwyn Manor, a subdivision in the south half of the southeast quarter of Section 19; thence continuing east along the south line and south line extended of Lots 475 and 462 of said Berwyn Manor to a point on the west line of Euclid Avenue; thence continuing east to the southwest corner of Lot 411 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 411 and 398 of said Berwyn Manor to a point on the west line of Wesley Avenue; thence continuing east to the southwest corner of Lot 347 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 347 and 336 of said Berwyn Manor to a point on the west line of Clarence Avenue; thence continuing east to the southwest corner of Lot 285 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 285 and 274 of said Berwyn Manor to a point on the west line of East Avenue; thence continuing east to the southwest corner of Lot 223 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 223 and 212 of said Berwyn Manor to a point on the west line of Scoville Avenue; thence continuing east to the southwest corner of Lot 161 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 161 and 150 of said Berwyn manor to the west line of Gunderson Avenue; thence south along the west line of Gunderson Avenue to a point on the northeast corner of Lot 37 in Block 3 of Groh and Christian's Subdivision in Section 30-39-13; thence west along the north line and north line extended of Lots 37 and 10 of said Block 3 to a point on the east line of Scoville Avenue; thence continuing west to the northeast corner of Lot 37 in Block 4 of said Groh and Christian's Subdivision; thence continuing west along the north line and north line extended of Lots 37 and 10 of said Block 4 to the east line of East Avenue; thence continuing easterly to the northeast corner of Lot 5 in Chicago Title and Trust Company's Subdivision of the east 30 acres of the west half of the northeast quarter of

Section 30; thence continuing easterly along the north line and north line extended of said Lot 5 and Lot 6 in J. Klickman's Resubdivision to the east line of Clarence Avenue; thence south along the east line of Clarence Avenue to the southwest corner of Lot 9 in said J. Klickman's Resubdivision; thence west along a straight line, extending across Clarence Avenue and across Lot 3 of said Chicago Title and Trust Company's Subdivision, to a point on the southeast corner of Lot 8 in Kilma's Subdivision of Lots 1 and 2 in Partition of the west 51.49 acres of the west half of the northeast quarter and the east 41 acres of the east half of the northwest quarter of Section 30; thence north along the east line of Lot 8, Lot 7, Lot 6 and Lot 5 to the northeast corner of Lot 5, all in said Kilma's Subdivision; thence west along the north line of said Lot 5 to the Northeast corner of Lot 1 in Block 3 of said Kilma's Subdivision; thence west along a line parallel with the south line of Cermak Road to a point on the northwesterly line of Riverside Drive; thence northeasterly along the northwesterly line of Riverside Drive to the northeast corner of Lot 36 in Block 1 of Kilma's Subdivision; thence west along the north line and north line extended of Lot 36, Lot 35 and Lot 19 (all in Block 1 of Kilma's Subdivision) to the east line of Oak Park Avenue; thence continuing west to the northeast corner of Lot 21 in Oak Park Avenue and 22nd Street Subdivision (except the street) of that part north of Riverside Parkway in Partition of the west 51.49 acres in the west half of the northeast quarter and the east 41 acres in the east half of the northwest quarter of Section 30; thence continuing west along the north line and north line extended of Lots 21 and 51 in said Oak Park Avenue and 22nd Street Subdivision, to the east line of Grove Avenue; thence continuing west to the northeast corner of Lot 52 in said Oak Park Avenue and 22nd Street Subdivision; thence continuing west along the north line and north line extended of Lots 52 and 99 in said Oak Park Avenue and 22nd Street Subdivision to the east line of Kenilworth Avenue; thence continuing west to the northeast corner of Lot 197 of 22nd Street Land Association Subdivision in Section 30; thence continuing west along the north line and north line extended of Lots 197 and 127 of said 22nd Street Land Association Subdivision, to the east line of Clinton Avenue; thence continuing west to the northeast corner of Lot 126 of said 22nd Street Land Association Subdivision; thence continuing west along the north line and north line extended of Lots 126 and 23 of said 22nd Street Land Association Subdivision to the east line of Home Avenue; thence continuing west along the last described course extended to the west line of Home Avenue; thence north along the west line of Home Avenue to the south line of Cermak Road; thence westerly along the south line and south line extended of Cermak Road to the west line of the northwest quarter of Section 30; thence north along the west line of said northwest quarter to the point of beginning.

**EXHIBIT B**

Notice of Public Hearing

CITY OF BERWYN, COOK COUNTY, ILLINOIS  
NOTICE OF A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE  
REDEVELOPMENT PLAN AND PROJECT FOR THE CERMAK (BERWYN THEATER)  
REDEVELOPMENT PROJECT AREA

Notice is hereby given that on November 10, 2009, at 6:00 p.m. at the Berwyn Police Department Community Room, 6401 31<sup>st</sup> Street, Berwyn, Illinois 60402, a public hearing will be held to consider the approval of amendments to the Redevelopment Plan and Project for the Cermak (Berwyn Theater) Redevelopment Project Area (the "Redevelopment Project Area"). The Redevelopment Project Area is generally bounded by the area and consists of the territory legally described in Attachment "A", attached hereto and made a part hereof.

There will be considered at the public hearing amendments to the Redevelopment Plan and Project for the Redevelopment Project Area (the "Amendments"). The proposed Amendments to the Redevelopment Plan and Project were placed on file on August 27, 2009 and are available for public inspection at the office of the City Clerk, City Hall, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402. The proposed Amendments to the Redevelopment Plan and Project revise the budget contained in the Redevelopment Plan and Project and alter the boundaries of the Redevelopment Project Area.

Prior to the date of the public hearing, each taxing district having property in the Redevelopment Project Area and the Illinois Department of Commerce and Economic Opportunity (formerly known as Illinois Department of Commerce and Community Affairs) may submit written comments to the City, to the attention of the City Clerk, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402.

There is hereby convened a joint review board to consider the proposed approval of the Amendments to the Redevelopment Plan and Project. The joint review board shall consist of a representative selected by each community college district; local elementary school district and high school district or each local community unit school district; park district; library district; township; fire protection district; and county that has authority to directly levy taxes on the property within the Redevelopment Project Area, a representative selected by the City, and a public member. The first meeting of said joint review board shall be held at 3:00 p.m. on the 2<sup>nd</sup> day of October 2009, at the Berwyn City Hall, 6700 26<sup>th</sup> Street, Berwyn, Illinois 60402.

At the public hearing, all interested persons and affected taxing districts may file written objections with the City Clerk and may be heard orally with respect to any issues regarding the approval of the Amendments to the Redevelopment Plan and Project. The hearing may be adjourned without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the subsequent hearing.

/s/ Thomas J. Pavlik  
City Clerk, City of Berwyn, Illinois

## ATTACHMENT A

### Legal Description and Description of the Streets that Generally Bound the Redevelopment Project Area

Lot A and Lot B and Lots 27 through 36 inclusive, and Lots 89 through 98 inclusive, together with the adjacent public roadways and alleyways in Berwyn Manor, a Subdivision in the South one half of the Southeast one quarter of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian

AND

The South 14.49 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.0 feet of Lot 27 in Block 5; the South 14.55 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.51 feet of Lot 27 in Block 6; the South 14.65 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.57 feet of Lot 27 in Block 7; and the South 14.71 feet of Lot 12, all of Lots 13 through 26 inclusive, and the South 14.66 feet of Lot 27 in Block 8, together with the adjacent public roadways and alleyways in B. Pinkert and Sons 22nd Street Subdivision of Lot 6 (except the North 66 feet) in Circuit Court partition of the West one half of the Southwest one quarter and the West one half of the Northwest one quarter of Section 20, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 through 8 inclusive in Block 1 and Lots 1 through 9 inclusive in Block 2, together with the adjacent public roadways and alleyways, in Groh and Christians Subdivision in Section 30, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 and 2 in Block 7 and Lots 1 and 2 in Block 8, together with the adjacent public roadways and alleyways in the Subdivision of Blocks 7 and 8 in the Subdivision of the Northwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian

AND

Lots 1 through 10 inclusive, together with the adjacent public roadways and alleyways in Block 6 in Henry H. and Jessie S. Walker's Subdivision of Blocks 5 and 6 in the Subdivision of the Northwest one quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

Added Area

The Added Area is located adjacent to the Original Project Area generally bounded on the west by Harlem Avenue, on the north by the alley north of the area known as the Vacin Fairway, on the east by Gunderson Avenue and on the south by the alley south of Cermak Road; excepting therefrom the frontage along the south side of Cermak Road between Harlem Avenue on the west and Home Avenue on the east. The boundaries of the Added Area are shown in Figure 1b, *Boundary Map: Added Area*, and legally described as follows:

That part of the southwest quarter and the southeast quarter of Section 19, and the northwest quarter and the northeast quarter of Section 30, all in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; bounded and described as follows:

Beginning at the southwest corner of the southwest quarter of Section 19; thence north to the extended south line of Lot 493 of Berwyn Gardens, a subdivision in the south half of the southwest quarter of Section 19; thence east along the south line and south line extended of Lots 493 and 479 of said Berwyn Gardens to a point on the west line of Maple Avenue; thence continuing east to the southwest corner of Lot 428 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 428 and 414 of said Berwyn Gardens to a point on the west line of Wisconsin Avenue; thence continuing east to the southwest corner of Lot 363 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 363 and 349 of said Berwyn Gardens to a point on the west line of Wenonah Avenue; thence continuing east to the southwest corner of Lot 298 of said Berwyn Gardens; thence continuing

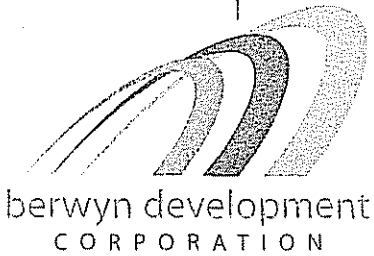
east along the south line and south line extended of Lots 298 and 284 of said Berwyn Gardens to a point on the west line of Home Avenue; thence continuing east to the southwest corner of Lot 233 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 233 and 219 of said Berwyn Gardens to a point on the west line of Clinton Avenue; thence continuing east to the southwest corner of Lot 168 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 168 and 154 of said Berwyn Gardens to a point on the west line of Kenilworth Avenue; thence continuing east to the southwest corner of Lot 103 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 103 and 90 of said Berwyn Gardens to a point on the west line of Grove Avenue; thence continuing east to the southwest corner of Lot 39 of said Berwyn Gardens; thence continuing east along the south line and south line extended of Lots 39 and 26 of said Berwyn Gardens to the west line of Oak Park Avenue; thence continuing east to the southwest corner of Lot 475 of Berwyn Manor, a subdivision in the south half of the southeast quarter of Section 19; thence continuing east along the south line and south line extended of Lots 475 and 462 of said Berwyn Manor to a point on the west line of Euclid Avenue; thence continuing east to the southwest corner of Lot 411 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 411 and 398 of said Berwyn Manor to a point on the west line of Wesley Avenue; thence continuing east to the southwest corner of Lot 347 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 347 and 336 of said Berwyn Manor to a point on the west line of Clarence Avenue; thence continuing east to the southwest corner of Lot 285 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 285 and 274 of said Berwyn Manor to a point on the west line of East Avenue; thence continuing east to the southwest corner of Lot 223 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 223 and 212 of said Berwyn Manor to a point on the west line of Scoville Avenue; thence continuing east to the southwest corner of Lot 161 of said Berwyn Manor; thence continuing east along the south line and south line extended of Lots 161 and 150 of said Berwyn manor to the west line of Gunderson Avenue; thence south along the west line of Gunderson Avenue to a point on the northeast corner of Lot 37 in Block 3 of Groh and Christian's Subdivision in Section 30-39-13; thence west along the north line and north line extended of Lots 37 and 10 of said Block 3 to a point on the east line of Scoville Avenue; thence continuing west to the northeast corner of Lot 37 in Block 4 of said Groh and Christian's Subdivision; thence continuing west along the north line and north line extended of Lots 37 and 10 of said Block 4 to the east line of East Avenue; thence continuing easterly to the northeast corner of Lot 5 in Chicago Title and Trust Company's Subdivision of the east 30 acres of the west half of the northeast quarter of

Section 30; thence continuing easterly along the north line and north line extended of said Lot 5 and Lot 6 in J. Klickman's Resubdivision to the east line of Clarence Avenue; thence south along the east line of Clarence Avenue to the southwest corner of Lot 9 in said J. Klickman's Resubdivision; thence west along a straight line, extending across Clarence Avenue and across Lot 3 of said Chicago Title and Trust Company's Subdivision, to a point on the southeast corner of Lot 8 in Kilma's Subdivision of Lots 1 and 2 in Partition of the west 51.49 acres of the west half of the northeast quarter and the east 41 acres of the east half of the northwest quarter of Section 30; thence north along the east line of Lot 8, Lot 7, Lot 6 and Lot 5 to the northeast corner of Lot 5, all in said Kilma's Subdivision; thence west along the north line of said Lot 5 to the Northeast corner of Lot 1 in Block 3 of said Kilma's Subdivision; thence west along a line parallel with the south line of Cermak Road to a point on the northwesterly line of Riverside Drive; thence northeasterly along the northwesterly line of Riverside Drive to the northeast corner of Lot 36 in Block 1 of Kilma's Subdivision; thence west along the north line and north line extended of Lot 36, Lot 35 and Lot 19 (all in Block 1 of Kilma's Subdivision) to the east line of Oak Park Avenue; thence continuing west to the northeast corner of Lot 21 in Oak Park Avenue and 22nd Street Subdivision (except the street) of that part north of Riverside Parkway in Partition of the west 51.49 acres in the west half of the northeast quarter and the east 41 acres in the east half of the northwest quarter of Section 30; thence continuing west along the north line and north line extended of Lots 21 and 51 in said Oak Park Avenue and 22nd Street Subdivision, to the east line of Grove Avenue; thence continuing west to the northeast corner of Lot 52 in said Oak Park Avenue and 22nd Street Subdivision; thence continuing west along the north line and north line extended of Lots 52 and 99 in said Oak Park Avenue and 22nd Street Subdivision to the east line of Kenilworth Avenue; thence continuing west to the northeast corner of Lot 197 of 22nd Street Land Association Subdivision in Section 30; thence continuing west along the north line and north line extended of Lots 197 and 127 of said 22nd Street Land Association Subdivision, to the east line of Clinton Avenue; thence continuing west to the northeast corner of Lot 126 of said 22nd Street Land Association Subdivision; thence continuing west along the north line and north line extended of Lots 126 and 23 of said 22nd Street Land Association Subdivision to the east line of Home Avenue; thence continuing west along the last described course extended to the west line of Home Avenue; thence north along the west line of Home Avenue to the south line of Cermak Road; thence westerly along the south line and south line extended of Cermak Road to the west line of the northwest quarter of Section 30; thence north along the west line of said northwest quarter to the point of beginning.

The TIF District is generally bounded by the following streets:

- Harlem Avenue on the west;
- Lombard Avenue on the east;
- The Vacin Fairway on the north;
- Alleys south of parcels fronting on the south side of Cermak Avenue on the south.





E-5

September 8, 2009

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

**Re: TIF application – Able Printing, 6837 Stanley Ave.**

Dear Mayor and City Council,

The Berwyn Development Corporation's (BDC) Board of Directors and the Ogden/Depot TIF committee have both agreed to recommend approval of the below specified TIF monies regarding Able Printing's project costs.

TIF assistance will be applied to roof renovations for the building. Total costs for the project are estimated at \$22,457. The TIF scope of work includes, but not limited to, removal and replacement of the building's roof.

The BDC Board of Directors recommends the City Council approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$11,228.50. 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 City permits.

With the consent of City Council, Mr. Herman Vander Naald can commence work on this project and contribute to the revitalization efforts taking place in the Depot District.

Respectfully Submitted for your Consideration,

  
Anthony Griffin



berwyn development  
CORPORATION

September 3, 2009

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

**Re: Commercial Loan Program**

Dear Mayor and Member of the City Council,

The commercial loan program is set-up to have seven financial institutions in the program for a total pool of \$4.2 million in funds. Recently the term of three (3) banks have expired and are being replaced in the program. During the last three months, the BDC has worked to have replacement financial institutions come into the program. The terms are all the same for the financial institutions and outlined in the attached intercreditor agreement.

The BDC is working with the Community Bank of Oak Park/River Forest, Pan American Bank, Inland Bank, and Central Federal Savings to replace the banks of PNC, Fifth Third, and Bank of America whose terms have expired. Only three banks are needed but a 4<sup>th</sup> maybe added which would reduce the risk for all of the financial institutions by lowering each bank from \$600,000 to \$525,000 as their maximum exposure. The total pool will remain the same at \$4.2 million.

We would request consideration for the approval of the language for the attached intercreditor agreement and authorize the Mayor to execute supporting documentation from each respective bank which would bring the banks into the commercial loan program. The BDC will ensure all language is in compliance with the terms of the program and obtain legal approval of the documents prior to processing for the Mayor's signature.

Respectfully submitted for your consideration,

Anthony W. Griffin

3322 S. Oak Park Avenue  
Second Floor  
Berwyn, IL 60402  
708.788.8100  
fax: 708.788.0966  
www.berwyn.net

## INTERCREDITOR AGREEMENT

**THIS INTERCREDITOR AGREEMENT** (as from time to time amended, restated, supplemented or otherwise modified in accordance with the provisions hereof, this "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between MB FINANCIAL BANK, N.A. ("MB"), HARRIS BANK, N.A. ("Harris"), CITIZENS COMMUNITY BANK OF ILLINOIS ("Citizens"), CHASE BANK ("Chase"), COMMUNITY BANK OF OAK PARK RIVER FOREST ("Community Bank"), PAN AMERICAN BANK ("Pan American") and INSERT BANK NAME (MB, Harris, Citizens, Chase, Community Bank, Pan American, and INSERT are hereinafter referred to as a Lender and collectively as "Lenders").

### RECITALS:

A. Each Lender has entered into certain revolving credit loan and security agreements with BERWYN DEVELOPMENT CORPORATION ("Borrower") (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreements"), pursuant to which each Lender has committed to make loans and advances to Borrower in the sum of up to Six Hundred Thousand Dollars (\$600,000) at a per annum interest equal to the prime rate in effect from time to time minus one percent (1.0%), with a floor of five percent (5.0%), for which Borrower has caused the City of Berwyn to provide its guaranty.

B. Lenders desire to agree upon various matters with respect to their respective Loan Agreements with the Borrower on the terms and conditions contained herein.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the foregoing and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Pro-Rata Treatment. Any payment of principal, interest, or fees under the Loan Agreements shall be made for the account of the Lenders, and Lenders shall share pro-rata therein in proportion to their share of the outstanding loans made to Borrower under the Loan Agreements (the Liabilities").

2. Sharing of Payments. In addition to (and without limitation of) any right of set-off, banker's lien or counterclaim a Lender might otherwise have, each Lender shall be entitled, at its option, to offset balances held by it for the account of Borrower in any of its offices, against any principal of or interest on any amount payable to such Lender under the Loan Agreements which is not paid when due, subject to any applicable grace periods set forth in the Loan Agreements (regardless of whether such balances are then due to such Borrower) in which case it shall promptly notify the other Lenders thereof. If such Lender shall obtain payment of any principal or interest through the exercise of said offset right or similar right and, as a result of such payment, such Lender's proportionate share of the Liabilities would decrease but for this paragraph, such Lender shall distribute the payment, less any expenses incurred in collecting or enforcing the Liabilities to which such payment relates, to the other Lenders in proportion to and in reduction of each Lender's share of the Liabilities before the exercise of said offset right or similar right and make all other distributions and adjustments necessary to ensure that the

proportionate share of the Liabilities of each Lender after the exercise of said offset right or similar right are equal.

3. Relations Among Lenders. Each Lender agrees that it will not take any action, nor institute any actions or proceedings against any Borrower, any collateral or any guarantor of the Liabilities without the prior written notice to the other Lenders. No amendment or modification of any provision of the Loan Agreements, or any waiver or consent shall be effective without the written agreement of the Borrower and notice to the Lenders. Additionally, no amendment, modification, termination or waiver of any provision of this Agreement shall be effective without the written concurrence of all Lenders.

4. Sharing of Liens. The liens and security interests, if any, granted by Borrower to the Lenders in any collateral pursuant to the Loan Agreements and in all other agreements, documents and instruments contemplated thereby or referred to therein, shall be of equal and ratable priority irrespective of the time of recording or filing of any Uniform Commercial Code financing Statement, the provision of any applicable law or decision or whether either of the Lenders holds or possesses all or any part of the collateral.

5. Enforcement. In the event of an occurrence of a Default under the Loan Agreements (as such term is defined therein and the decision of Lenders to commence enforcement of any of the rights and remedies under the Loan Agreements or applicable law, Lenders shall cooperate with one another in any such action in order to maximize any recovery on the Collateral and shall take any and all actions jointly.

6. Distribution of Proceeds of Collateral after Enforcement. All proceeds of collateral held or received by any Lender (including, without limitation, the amount of set-off by any Lender) and any other payments received, directly or indirectly by any Lender on or with respect to any Liabilities (including without limitation, any payment under any guaranty), shall be distributed pro-rata in preparation to such Lender's percentage interest in the Liabilities.

7. Contesting Liens far Security Interest. No Lender shall contest the validity, perfection, priority or enforceability of, or seek to avoid, have declared fraudulent or have put aside any lien or security interest granted to another Lender and each party hereby agrees to cooperate in the defense of any action contesting the validity, perfection, or priority or enforceability of such liens or security interests in any collateral given under the Loan Agreements. Each Lender is hereby appointed agent for the other Lender for purposes of perfecting its lien an such collateral. Each Lender shall also use its best efforts to notify the other party of any change in the location of such collateral or the business operation of Borrower or any change in law which would make it necessary or advisable to file additional financing statements in another location as against Borrower with respect to the liens and security interests intended to be created by the Loan Agreements and related documents, but the failure to do so shall not create a cause of action against the party failing to give such notice or create any claim or right an behalf of any other party hereto. No Lender shall contest the validity or enforceability or seek to avoid, have declared fraudulent or have set aside any of the Liabilities owing to another Lender.

8. Bankruptcy Proceedings. This Agreement shall (i) survive the commencement of any bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar proceedings, and (ii) shall be enforceable pursuant to applicable provisions of the federal Bankruptcy Code. In any bankruptcy case of the Borrower, no Lender shall impose or seek to invalidate any action of another Lender taken in the scope of its rights hereunder and Lenders shall continue to cooperate pursuant to the terms of this Agreement in enforcing their rights during the pendency of any such proceeding.

9. Participation, Assignment. Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under the Loan Agreements; provided, however, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other Lenders hereunder for the performance of such obligations, (iii) Borrower and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, the Loan Agreements and with regard to any and all loans to be made and payments to be shared under this Agreement, and (iv) the holder of any such participation shall not be entitled to voting rights under this Agreement. No Lender may, without prior written notification to the other Lenders, make an assignment of its rights or obligations under the Loan Agreements, and any such assignment shall provide that such assignee assumes all of the obligations of the assigning Lender hereunder and under the Loan Agreements by a written agreement in a form acceptable to the non-assigning Lenders, who shall not reasonably withhold such acceptance, and provided further that such assignment complies with the terms of the Loan Agreements.

10. Construction. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Lender, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto. To the extent not modified or provided for herein, the provisions of this Agreement shall remain in effect, but in the event of any conflict between the terms and provisions of this Agreement and the Loan Agreements, this Agreement shall supersede and control any conflicting provisions.

11. Expenses. Each Lender will bear its own reasonable costs and expenses (including reasonable attorneys' fees and legal expenses) at any time or times paid out-of-pocket by any Lender in connection with (i) the collection or enforcement of the Liabilities; (ii) the preservation of the collateral; (iii) the collection or enforcement of the liability of any guarantor of the Liabilities; or (iv) the sale, disposition or other realization upon the collateral, or any other collateral securing the Liabilities; provided, however, that such Lender shall be entitled to recover the above reasonable costs and expenses through the application of any offset right or similar right with respect to the Liabilities as provided in Paragraph 2 of this Agreement.

12. Representations concerning the Borrower. No Lender nor any of their respective directors, officers, agents or employees shall be responsible to any other Lender or to any other person, firm or corporation for the Borrower's solvency, financial condition or ability to repay the Liabilities, or for statements of the Borrower, oral or written, or for the validity, sufficiency

or enforceability of the Liabilities, the Loan Agreements, the collateral, or any liens or security interests granted by Borrower to the Lenders in connection therewith. Each Lender has entered into their respective financing agreements with Borrower based upon its own independent investigation, and makes no warranty or representation to the other Lenders nor does it rely upon any representation of the other Lenders with respect to matters identified or referred to in this paragraph.

13. Liability to Other Lenders. Except as provided in this Agreement, no Lender shall have any liability to the other Lenders except for its gross negligence or willful misconduct.

14. Fees. No Lender shall charge the other Lenders any service fee or agency fee or be entitled to similar compensation for services performed for the other Lenders in connection with this Agreement.

15. Receipt of Documents. Upon notification of an existence of default, as such notice may be required pursuant to this Agreement, then the notifying Lender shall promptly communicate or deliver such documents, materials or information to the other Lenders. To the extent it is aware of the same, each Lender shall immediately advise the other Lenders of the occurrence of existence of any Default under the Loan Agreements or the Liabilities.

16. Notices. Any notices required to be sent by any Lender to the other Lenders hereunder shall be delivered personally or be sent by registered or certified mail, return receipt requested, to the following addresses:

MB: MB Financial Bank, N.A.  
801 W. Madison Street  
Chicago, Illinois 60607  
Attn: \_\_\_\_\_

Harris: Harris Bank, N.A.  
111 W. Monroe  
Chicago, Illinois 60603  
Attn: \_\_\_\_\_

Citizens: Citizens Bank of Illinois  
3322 Oak Park Avenue  
Berwyn, Illinois 60402  
Attn: \_\_\_\_\_

Chase: Chase Bank  
10 S. Dearborn Street  
Chicago, Illinois 60670  
Attn: \_\_\_\_\_

Community Bank: Community Bank of Oak Park River Forest  
1001 Lake Street  
Oak Park, Illinois 60301  
Attn: \_\_\_\_\_

Pan American: Pan American Bank  
2627 W. Cermak Road  
Chicago, Illinois 60608  
Attn: \_\_\_\_\_

INSERT: INSERT  
INSERT  
INSERT, Illinois INSERT  
Attn: \_\_\_\_\_

or to such other addresses as any Lender may specify to the other Lenders by like notice.

17. Modifications of Agreements. All modifications or amendments of this Agreement must be in writing and duly executed by an authorized officer of each Lender to be binding and enforceable.

18. Applicability, Severability. This Agreement shall be governed by the rights of the parties hereto construed under the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, each of which taken together shall constitute one and the same document.

20. Parties and Beneficiaries of Agreement. This Agreement is solely for the benefit of the Lenders and their successors or assigns permitted hereunder and no other person, firm or corporation shall have any right, benefit, priority or interest under, or because of the existence of, this Agreement. This Agreement shall be binding upon and inure to the benefit of the Lenders and their successors and assigns.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective offices thereon, as of the day and year first above written.

**MB FINANCIAL BANK, N.A.**

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

**HARRIS BANK, N.A.**

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

**CITIZENS COMMUNITY BANK OF ILLINOIS**

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

**CHASE BANK**

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

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

**COMMUNITY BANK OF OAK PARK RIVER FOREST**

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



PAN AMERICAN BANK

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

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

**ACKNOWLEDGMENT**

The undersigned Borrower hereby acknowledges and agrees as follows:

1. Borrower, by its acknowledgment hereto, consents and agrees that it shall have no rights under this Agreement. If any Lender shall violate the terms of this Agreement, Borrower agrees, by its acknowledgment and consents hereto, that it shall not use such violation as a defense to such enforcement by any such party, nor assert such violation as a counterclaim or a basis for set-off or recoupment against such party.

2. Borrower agrees that each request for a loan under its Loan Agreement with a Lender shall constitute a request of all Lenders to provide an equal share of the requested loan, and that each payment on any of the Liabilities shall be shared equally by Lenders pursuant to the terms of this Agreement.

3. Wherever in any of the Loan Agreements or related documents Borrower is required or desires to provide a notice to a Lender, a simultaneous copy of such notice shall be provided to the other Lenders and Borrower shall not enter into any amendment, modification, waiver or consent with respect to the Loan Agreements or any related instruments or documents with a Lender without obtaining the written consent of and a simultaneous amendment, consent, modification or waiver from the other Lenders.

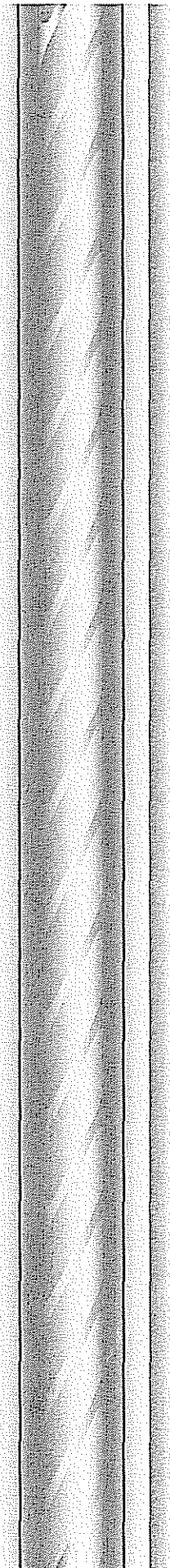
4. If a provision of this Agreement shall be inconsistent with, or contrary to, any provision in the Loan Agreements or any other agreement or instrument evidencing, securing or relating to any of the Liabilities, the provision in this Agreement shall be controlling, and shall supersede such inconsistent provision to the extent necessary to give full effect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Borrower has caused this acknowledgment of and consents to the Intercreditor Agreement to be executed by its respective authorized signatory.

**BORROWER:**

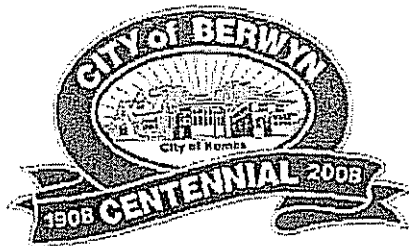
**BERWYN DEVELOPMENT CORPORATION**

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



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

Robert J. Lovero  
Mayor



Thomas J. Pavlik  
City Clerk

A Century of Progress with Pride

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

## PROCLAMATION

WHEREAS, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children;

WHEREAS, 14 years of surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs;

WHEREAS, frequent family dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drug abuse;

WHEREAS, the correlation between frequent family dinners and reduced risk for teen substance abuse is well documented;

WHEREAS, parents who are engaged in their children's lives - through such activities as frequent family dinners - are less likely to have children who abuse substances;

WHEREAS, family dinners have long constituted a substantial pillar of family life in America:

NOW, THEREFORE, I, Robert J. Lovero, Mayor, do hereby proclaim the fourth Monday of every September as:

***Family Day -- A Day to Eat Dinner with Your Children<sup>TM</sup>***

and urge all citizens to recognize and participate in its observance.

---

ROBERT J. LOVERO  
MAYOR

---

THOMAS J. PAVLIK  
CITY CLERK



## DINNER MAKES A DIFFERENCE

*Family Day – A Day to Eat Dinner with Your Children™* is a national movement that promotes the parental engagement fostered during frequent family dinners as a simple, effective way to prevent substance abuse in kids. *Family Day* is celebrated annually on the fourth Monday in September and was launched by The National Center on Addiction and Substance Abuse (CASA\*) at Columbia University in 2001.

From 2003 to 2008 research by CASA has consistently found that children who have frequent family dinners are less likely to use marijuana, tobacco and drink alcohol. CASA research reveals that compared to children who have frequent family dinners (five or more per week), children who have infrequent family dinners (less than three per week) are:

- Two and a half times likelier to have used marijuana
- Two and a half times likelier to have used tobacco
- One and a half times likelier to have drunk alcohol

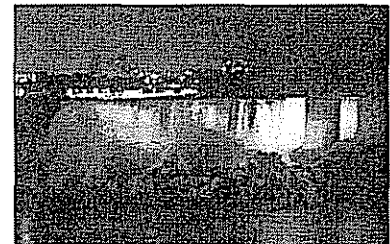
## FAMILY DAY 2008 HIGHLIGHTS

- The President, all 50 Governors and the Mayors and Executives of more than 800 cities and counties nationwide proclaimed and supported *Family Day*
- Honorary Chair of *Family Day* in California, First Lady Maria Shriver, hosted a *Family Day* event for the 3rd consecutive year
- Jamie Lee Curtis was featured in *Family Day* 2008 PSAs that aired on TV Land and nationally cross channel
- 200+ non-profit and faith-based organizations promoted *Family Day*
- Television coverage resulted in 33 television hits including ABC's "This Week with George Stephanopoulos". Print coverage resulted in 90 original stories, including a mention in *Family Circle*
- Major League Baseball teams across the country celebrated *Family Day* including the Boston Red Sox, Arizona Diamondbacks, San Diego Padres, Oakland Athletics, Cincinnati Reds and the Los Angeles Dodgers
- Niagara Falls "lit up" in *Family Day* colors for the 4th year in a row

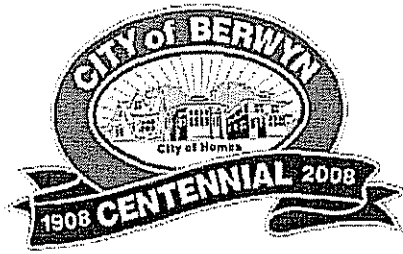


For more information about *Family Day*,  
log onto [www.CASAFamilyDay.org](http://www.CASAFamilyDay.org).

**CELEBRATE FAMILY DAY  
SEPTEMBER 28, 2009**



The City of Berwyn



Robert J. Lovero  
Mayor


A Century of Progress with Pride

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

Date: September 8, 2009

To: Members of the City Council  
City of Berwyn

The President of the Library Board has indicated that all Board members wish to remain in their current position. I am therefore appointing all current Board members to the terms as listed on the attached list. I ask that you concur with these appointments.



---

Mayor Robert J. Lovero

**Berwyn Public Library Board**  
**Chapter 268**  
**9 Members – 3 Year Terms**

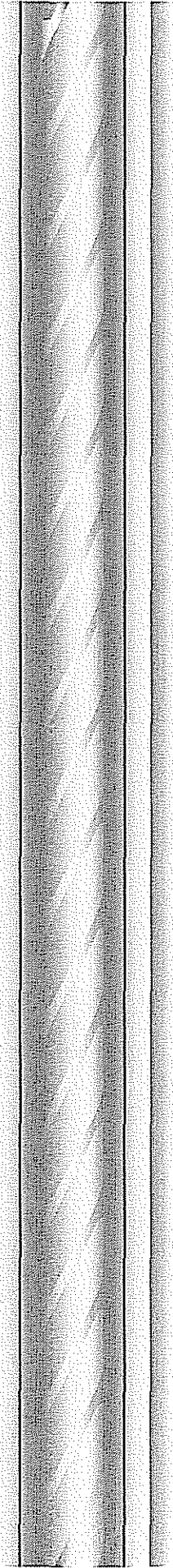
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Name	Address	Phone	Appt,	Expires
Ann Marrone Emeritus	1430 Maple	484-6621	01/24/2006	08/27/2012
Doris Remp	2640 Clinton	484-2311	01/24/2006	08/27/2012
Maria G. Salinas	2232 Highland	649-4844	09/09/2008	08/27/2012
Louise Sommese	2517 Elmwood	484-3791	09/09/2008	08/27/2011
Irene Martin	7143 W. 34 <sup>th</sup> St.	749-4780	08/27/2007	08/28/2010
Eileen Pech	3100 Clinton	484-0345	09/23/2008	09/10/2011
John Chrastka	6433 Fairfield	817-0352	09/12/2006	09/12/2012
Jill Bambenek	3532 Clinton	749-3476	07/08/2008	06/12/2010
Jerome Pohlen	6905 W. 31 <sup>st</sup> St.	749-7241	06/12/2007	06/12/2010
Roxanne Faulds	6915 Riverside Dr.	749-4520	01/13/2009	01/05/2012



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





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



THE CITY OF BERWYN, ILLINOIS

*Building A New Berwyn*

ROBERT J. LOVERO, *Mayor*

6700 West 26th Street • Berwyn, Illinois 60402-0701

Telephone: (708) 788-2660 • Fax: (708) 788-2675 • www.berwyn-il.gov

August 25, 2009

ZONING BOARD OF APPEALS

*CHAIRMAN:* Joel W. Chrastka

*EXECUTIVE SECRETARY:* Milton F. Persin

*MEMBERS:*

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Lance C. Malina

Don Miller

City Clerk-City of Berwyn  
6700 W. 26th Street  
Berwyn, Illinois 60402

RE: Clearwire Legacy LLC  
6500-6514 W.Cermak Road

Dear Mr. Lazzara:

Enclosed is a Resolution and Ordinance pertaining to the above captioned Hearing(s) in which the Berwyn Zoning Board of Appeals recommends approval by the City Council.

Please present to the City Council at your earliest convenience.

Sincerely

Milton F. Persin  
Executive Secretary

RESOLUTION

LEGAL DESCRIPTION

LOTS 151, 152, 153, 154, 155 and 156 IN BERWYN MANOR,  
A SUBDIVISION OF THE SOUTH 1,271.3 FEET OF THE SOUTHEAST  
1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS

6500~6514 W.Cermak Road

REQUEST BY APPLICANT

Conditional Use to install a wireless internet site on the chimney.

APPLICANT-(Individually and Collectively)

Courtyard Real Estate LLC, CCSI, and Clearwire Legacy LLC

DATE OF PUBLIC HEARING

August 18, 2009

DATE OF PUBLIC NOTICE PUBLICATION

July 29, 2009, Life Newspaper

MEMBERS PRESENT

Messrs: Chrastka, Malina, Castaldo, Fejt, Miller, Persin and Mrs. Hernandez

**WHEREAS, IT IS HEREBY RESOLVED by the BERWYN ZONING BOARD OF APPEALS, (the "BOARD"), in a PUBLIC MEETING of the BOARD on the 18th day of August, in the year 2009, having considered all the facts presented at the Hearing of this matter;**

**WHEREAS, the APPLICANT has been duly informed that: (a) if the BOARD fully or partially approves the request of the APPLICANT and the CITY COUNCIL concurs in such decision; or (b) if the CITY COUNCIL fully or partially approves the request even though the BOARD has rejected the request of the APPLICANT or if the BOARD has made no recommendation to the CITY COUNCIL; the APPLICANT must obtain a building permit within SIX (6) MONTHS after the date that the ORDINANCE is enacted;**

**The BOARD has reached its decision after considering the testimony of the witnesses and the documents presented both prior to and during the Hearing, briefly set forth as follows:**

1. Mr. Terry Callahan, Callahan Communication Services Inc., testified with some help from Mr. Biren Patel, a Clearwire employee. Mr. Callahan stated that his firm has been retained by Clearwire Legacy, LLC to find a proper site for the proposed wireless antenna. This antenna will only provide service for wireless internet and no cell phone or other communications.

2. The witness stated that this three story brick building situated on a lot which measures 125' from north to south, 62.65' at the north lot line, 159.58' at the south lot line, is the best possible location because of the height of the building and chimney. The transmittal range will be around three quarters of a mile and it will be used exclusively for Clearwire customers. The witness stated that Sprint owns 51% of the Clearwire Company and Google, Warner Time and Comcast own the other 49%. There is a lease in place contingent upon approval of the Conditional Use, for a period of 5 years with five 5 year options to renew. Gunderson Avenue is to the east and there are some commercial retail businesses to the west.

3. The four sided chimney is 62 feet high to the top from ground level and is located at the west end of the roof top about mid point from the north and south walls, and about 8 feet east of the west wall of the building. The 7' X 7' leased space will accommodate an aluminum steel equipment cabinet, which will be 6.5' high, with a door, and will rest on a 3' x 6' steel platform, It will be located at the east side of the basement area south of the furnace and will contain three transmittal radios. A conduit cable, 1-5/6" in circumference, will connect to the equipment cabinet and run from the equipment cabinet along the east wall, then along the north wall of the basement and then up the north wall of the building to the roof antenna. Basement height is 12 feet. There is sufficient ventilation, but if necessary they will air condition the equipment cabinet. The equipment in the cabinet needs very little maintenance, and they can correct most problems by remote control. The conduit cable should last for the life of the contract.

4. The antenna will consist of three panels with a dish above one of the panels. Each panel will be 12.7" wide, 48" in length, shall be attached to three sides of the chimney, will protrude about 1 inch from the chimney, and will not go any higher than the chimney. The witness stated that the antenna is white in color but later agreed to change the color to match the chimney color to make it more aesthetically acceptable.

5. The witness stated that there is no safety risk involved with the equipment or the conduit cable. The total electrical charge will be 100 amps and the voltage in the conduit cable is very nominal. After searching the area he found that this location is not only an excellent location for the antenna but they could find no other options to consider.

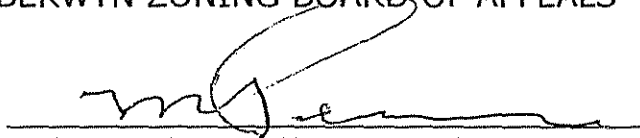
6. Mrs. Mary Esther Hernandez, the area investigator, presented a written report which is incorporated by reference in this resolution. She met with Terry Callahan and was told that they are requesting a Conditional Use to install wireless internet antennas on the chimney of the building with a dish. Cables will run down the back of the building flush with already existing meters and pipes. Cables will be supported on the existing wall and run into the basement to be connected to a steel cabinet in a leased space of 7' X 7' and cabinet will be 3' X 6' on a platform. The lease is for 5 years with five 5 year options, for a total of 25 years.

Clearwire is a wireless broadband company and not a cellular company and maintenance will be provided by Clearwire. They are putting up these antennas in the Berwyn and surrounding areas to provide wireless internet services. The wireless antennas are about one half the size of a cellular tower and the radio frequency is about one quarter of a cellular tower. If approved, the company hopes to have service available by November of 2009. Notices of the hearing were distributed on the 6500 and 6400 block of Cermak Road and on the 2100 block of Gunderson. Mrs. Hernandez voted in favor of granting the Conditional Use as presented.

7. Messrs: Malina, Castaldo, Fejt, Miller, Chrastka and Persin all agreed with the area investigator and voted in favor of granting the Conditional Use as presented on the condition that the antennas color will match the chimney color for aesthetic reasons. The final vote was 7 top 0 in favor of granting the Conditional Use to install the antennas, supporting equipment, conduit and cables, in accordance with the documents presented and the testimony at the hearing.

The Zoning Board voted on this matter on the 18<sup>th</sup> day of August, 2009.

BERWYN ZONING BOARD OF APPEALS

A handwritten signature in black ink, appearing to read 'Milton F. Persin', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

Milton F. Persin-Executive Secretary

CONDITIONAL USE ORDINANCE # \_\_\_\_\_

Be it ordained by the City of Berwyn that:

Whereas, the question of granting the Conditional Use included in this ordinance was referred to the Board of Zoning Appeals to hold a Public Hearing thereon; Whereas, such Public Hearing was held after Public Notice was given in the manner provided by law; Whereas, the said Board has made a report containing findings of fact, and has recommended the granting of said Conditional Use; Whereas, the Applicant Courtyard Real Estate LLC, CCSI, and Clearwire Legacy LLC Has agreed to adhere to the Building Code of the City of Berwyn, Illinois; Whereas, the Applicant has agreed that the representations made to the Zoning Board of Appeals and all other matters considered and as decided by the Zoning Board of Appeals shall be binding upon the Applicant and all of their \_\_\_\_\_privies, successors and assigns;

AND WHEREAS, THE FINDINGS AND RECOMMENDATIONS OF THE ZONING BOARD OF APPEALS ARE HEREBY ADOPTED AND MADE A PART HEREOF;

NOW THEREFORE, be it ordained by the City Council of the City of Berwyn, Illinois: ~~Common address is 6500-6514 W. Cermak Road and legally described as follows:~~

LOTS 151, 152, 153, 154, 155 and 156 IN BERWYN MANOR,  
A SUBDIVISION OF THE SOUTH 1,271.3 FEET OF THE SOUTHEAST  
1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A Conditional Use is hereby granted to allow the installation of three antenna panels with a dish to be attached to the chimney along with an equipment cabinet in the basement connected to the antennas by a conduit cable, in accordance with the testimony at the hearing, the resolution, and the documents presented.

This Ordinance shall become and be effective immediately upon its passage, approval and publication in the manner prescribed by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Number Voting Yes: \_\_\_\_\_ Number Voting No: \_\_\_\_\_

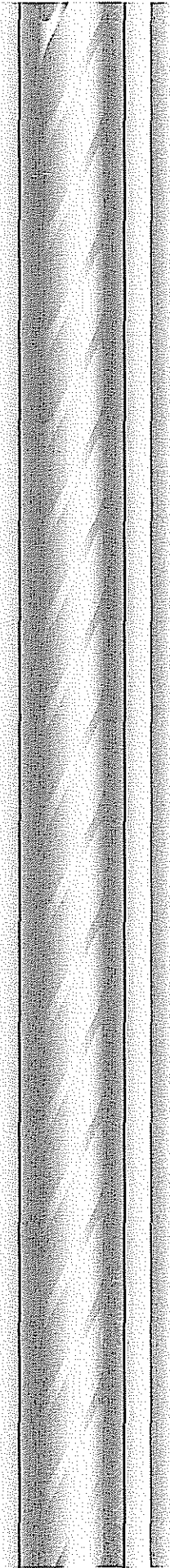
Absent: \_\_\_\_\_ Abstain \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:.

\_\_\_\_\_  
Tom Pavlik- City Clerk

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



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



Robert J. Lovero  
Mayor



Margaret Paul  
Third Ward Alderman

A Century of Progress with Pride

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

To: The Honorable Mayor, Robert Lovero  
And Members of the City Council

September 2, 2009

Ladies and Gentlemen:

This council passed an ordinance entitled *Ordinance of the City of Berwyn, Cook County, Illinois Approving an Unsecured Revolving Line of Credit with Citizens Bank*. The matter was numbered J-5 on the July 14, 2009 agenda. The ordinance granted authority to draw from a Two Million Dollar line of credit. According to the ordinance, the line of credit was to be unsecured. Referenced in the ordinance was an attached Promissory Note which was made a part of the ordinance.

The language of the Promissory Note, which became incorporated into the ordinance upon passage, did in fact contain language and terms that contradicted the language in the ordinance that the loan agreement was unsecured. I discussed the matter with City Treasurer Joseph Kroc immediately following the July 14, 2009 council meeting.

In a subsequent phone call, Treasurer Kroc advised me that the Promissory Note which had been attached was not the note negotiated by the city with the bank and should not have been attached. The correct promissory note would be substituted and attached to the ordinance.

It is my understanding that to this date, a Citizens Bank promissory note containing the terms and conditions matching those as outlined in the ordinance that we passed in July has yet to be obtained. Due to the poor economy, the city may need to draw on the line of credit sooner rather than later. Time is of the essence.

The lack of a valid promissory note, matching the terms and conditions agreed to by the City Council on July 14<sup>th</sup>, prevents the city from using the line of credit and paying financial obligations. I do not believe that we can authorize any draw on funds on this revolving line of credit as no valid contract between the City of Berwyn and Citizens Bank exists due to the incorporation of the wrong note to the ordinance and the lack of a promissory note forthcoming in the last six weeks.

I request that this matter be referred to the legal department to determine the validity of the ordinance passed on July 14, 2009. I further request that this matter be referred to the Budget Committee for immediate review and follow up in order that this line of credit be obtained under the terms and conditions accepted by the City Council on July 14, 2009.

Sincerely,

*Margaret Paul*  
Margaret Paul,



Michele D. Skryd  
ALDERMAN FOURTH WARD  
BERWYN, ILLINOIS

September 3, 2009

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

RE: Metropolitan Water Reclamation District – Rain Barrels

Ladies and Gentlemen:

Residential rain barrel usage can help with storm water management and water conservation. Rain barrels store rain water so that it can be used instead of tap water in people's gardens. Rain barrels also divert storm water from the city's sewers, reducing the incidence of combined sewer overflows that can pollute waterways and back up into residents' basements.

The Metropolitan Water Reclamation District of Greater Chicago has a program that is offered to municipalities to purchase 40 fifty-five gallon rain barrels at a cost of \$40.00 each. This does include all the appropriate hardware for installation.

The Berwyn Main Street Foundation (BMS) would like the City of Berwyn to purchase the allotment for Berwyn from the monies in the budget line item for BMS. The BMS would then use them for a fund raising event similar to the current efforts taking place in the Villages of River Forest and Oak Park. See attached news article.

It would be my recommendation to refer this matter to the Finance Director and Public Works Director for allocation of funds and coordination of pick-up of the rain barrels from MWRD. The last pick-up of the season is scheduled for Saturday September 19, 2009 from 9am-1pm at the Stickney Plant located at 6001 W. Pershing Road, Cicero, IL.

Respectfully,

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward

## Rolling out the rain barrels

Monday, July 20, 2009 | 10:27 AM

**By Hosea Sanders and Sylvia Jones**  
**July 17, 2009 (Oak Park, Ill.) (WLS) -- A couple of western suburbs are teaming up to beautify their commercial strips and also to teach you a lesson.**

They are eye-catching and intriguing, but if you take a closer look at the rain barrels lining the streets of Oak Park and River Forest these days. You'll see that they offer much more

There are fish. There are flowers and even some familiar faces dotting the streets of Oak Park and River Forest. These showpieces are *actually* rain barrels, dressed up and set out on display.

Patrick Klette of Oak Park said, "It's nice to see them around town. It gives Oak Park a little more color."

[Story continues below](#)

Advertisement



There are about a hundred rain barrels in all -- commissioned by local business owners and hand-painted by residents, churches, schools and professional artists.

Val Camilletti, owner of Val's Halla Records said, "We hope that underneath it all will be a message about conserving water, but it think that artistically, it builds up the whole village and it's a cool thing "

The project is the brainchild of the League of Women Voters of Oak Park-River Forest. They've attached water facts and conservation tips to each barrel with hopes the art will also be educational.

"We don't think that rain barrels are for everyone," explained Amy Little of the League of Women Voters of Oak Park-River Forest. "What we really want people to do is disconnect their downspouts if they can. Just don't put your water into the combined sewers. The water actually goes to the Gulf of Mexico when it goes *into the sewers, and if you get it back into the lawns, then it goes back into the Lake Michigan watershed.*"

The message seems to be getting across.

"On our block we've seen at least four people get rain barrels since then," said Oak Park resident Katharine Klette. "I think it's making people think about how *they're using their water and where they want it to go* "

The rain barrels will be on display through the end of summer. Many will be sold at auction during Oak Park's annual "Oktoberfest."

<http://www.lwvopr.org/LocalCandidates.html>



Michele D. Skryd  
ALDERMAN FOURTH WARD  
BERWYN, ILLINOIS

September 3, 2009

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

RE: Composting Ordinance 1060.11 Amendment

Ladies and Gentlemen:

Please see the attached letter from the Berwyn Park District Director, Jeff Janda. I have also attached the proposed changes to the composting ordinance 1060.11. The need for going "green" is a benefit to the entire community. The proposed amendment will allow for governmental and educational use of composting.

The Berwyn Park District will be working with the City of Berwyn to create and regulate the use of residential compost bins. The Berwyn Park District would like to design a class to teach proper composting and along with the city establish an ordinance to ensure compliance.

It would be my recommendation to refer this matter to the City Attorney for the proposed amendment.

Respectfully,

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward

## 1060.11 COMPOSTING.

Compostable materials such as grass trimmings, wood waste, leaves, weeds and other garden refuse may be placed in a compost pile provided it is placed in such a way so the material will not be wind blown. The following additional materials, namely shrubbery, vines, fruits, vegetables, egg shells, coffee grounds, houseplant materials and cut flowers may only be placed in an institutional compost pile as part of a governmental or school sponsored source reduction educational project. Composting shall not be allowed on residential or commercial property.

All composting shall be done in compliance with the following standards and conditions:

- (A) All compost piles shall be enclosed in a freestanding compost bin.
- (B) Each compost bin shall be no larger in volume than 125 cubic feet, and shall be no taller than five feet.
- (C) No more than three compost binds may be located on any lot
- (D) All compost bins/piles shall be maintained so as to prevent the attraction or harborage of rodents.
- (E) All compost bins/piles shall be maintained so as to prevent unpleasant odors.
- (F) All composting shall be done in accordance with any process which has been found to be an acceptable composting process by the Illinois Department of Energy and Natural Resources.



August 4, 2009

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

Dear Mayor and City Council Members,

As our community and country embraces green technologies, environmental stewardship, and a desire for community improvement, the Berwyn Park District is working hard towards its commitment to help make Berwyn the best that it can be. One of the many avenues being considered by the Berwyn Park District to fulfill its goals includes the utilization and development of composting in its operations and as part of its programming.

The Proksa Park Garden Club, a group of volunteers and Master Gardeners operates the Children's Garden located in Proksa Park in the Teeter Center on the corner of 29<sup>th</sup> Place and Home Avenue. This children's garden, which serves as both an educational and a recreational area for local residents, grows numerous plants, vegetables, and fruits. Participants help maintain the garden, learn about plants, and get to participate in the harvest of the crops. The Proksa Park Garden Club wishes to create and operate a working demonstration composting area to help further the educational component of the garden. Currently, Chapter 1060 Section 1060.11 of the Compiled City of Berwyn Codified Ordinances declares composting to be a nuisance and prohibits their existence and operation on any premises within the City (Ord. 93-56 passed 10-12-93). I have attached a copy for your reference.

The Berwyn Park District Maintenance staff also generates a fair amount of compostable materials in the routine maintenance of the 26 acres of parkland that the District owns and maintains. As we all look for ways to reduce operating budgets and save tax dollars, the District has determined that disposal related expenses for compostable materials, as well as, soil amendment expenses could be reduced by composting landscape related materials in the park district maintenance yard, located at 29<sup>th</sup> Place and Oak Park Avenue adjacent to and along the CNRR Right of Way.

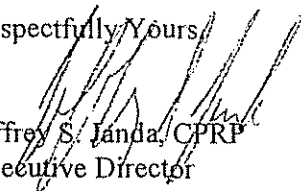
Composting when done properly does not cause odors, health issues, or rodent related problems. The Berwyn Park District would like to request that the City Council amend its Codified Ordinances to allow composting, at least in relation to educational and governmental use and operation.

Additional thoughts on the subject would suggest the possibility of creating an "annual permit" to register and operate a residential composting pile at one residence for a nominal annual fee of \$5-\$10. This registration process would allow for composting within guidelines to be established and create a system that would document locations and provide a compliance mechanism. The permit fees could be used towards environmental stewardship activities undertaken by local schools and agencies within the City of Berwyn.

As mentioned, the Berwyn Park District is committed to improving the quality of life in Berwyn and is dedicated to providing programs, facilities, and recreational experiences that exceed the expectations of our residents.

Thank you for your consideration of this important environmental issue. Should you have any questions, or need additional information, please contact me at 708-788-1701.

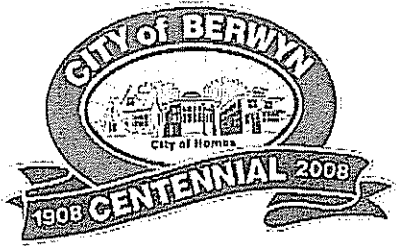
Respectfully Yours,



Jeffrey S. Janda, CPRP  
Executive Director  
Berwyn Park District

CC: Board of Commissioners  
Attachments

The City of Berwyn



Nora Laureto  
8<sup>th</sup> Ward  
Aldermen

A Century of Progress with Pride

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

September 2, 2009

Dear Mayor Lovero and Members of the City Council:

RE: McDonald's Grand Opening/Roosevelt Road

I received an e-mail from Nancy A. Carlson, McOpCo Marketing Consultant for McDonald's Chicago Region. She is coordinating the Grand Opening Events for the newly rebuilt McDonald's located on Roosevelt Road and Maple Ave. The Grand Opening is scheduled on September 24<sup>th</sup> for the public. They are planning a Ribbon Cutting on September 23<sup>rd</sup> at 9:30 a.m. of which invitations will be sent. The Ribbon Cutting is a private event for City of Berwyn officials as she feels that the building is too small to have an event with the public also invited.

To let the customers know they are open and back in business they would like to put an inflatable Ronald McDonald on the roof of the business for a period of four days. They are planning on doing this the first four days of business which would be September 24<sup>th</sup> through the 27<sup>th</sup>. They are asking permission from the City to do so. McDonald's Corporation places a Ronald McDonald at all of their Grand Opening celebrations and would appreciate the City of Berwyn allowing them to carry on this tradition. I know that the City allows banners for Grand Openings of local businesses; therefore, I am asking the City to approve their request.

Sincerely,

A handwritten signature in cursive script that reads 'Nora Laureto'.

Nora Laureto  
8<sup>th</sup> Ward Alderman



Robert J. Lovero  
Mayor



Thomas J. Pavlik  
City Clerk

A Century of Progress with Pride

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

I-5

Nona Chapman  
1<sup>st</sup> Ward Alderman

Date September 3, 2009

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

Ladies and Gentlemen:

A meeting of the \_\_\_\_\_ Budget Committee \_\_\_\_\_ was held

On September 3, 2009 at the Berwyn City Hall at 6:00 p.m.

Those in attendance were: Aldermen Chapman, Boyajian, City Administrator, Brian Pabst, Finance Director, John Wysocki, residents Edward & Mary Karasek,

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

Reviwed the process for the 2010 Budget including timelines and deadlines. Also, reviewed the 2009 Bond update of the meeting held on September 3, 2009 at 11:00 a.m.

It is the recommendation of the committee to accept the matter as informational

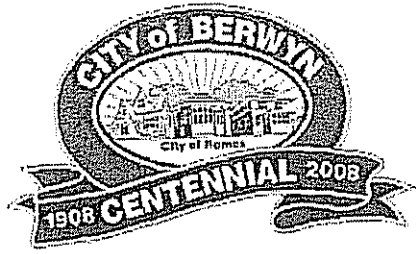
Voting Aye: \_\_\_\_\_ 2 \_\_\_\_\_

Voting Nay: \_\_\_\_\_ 0 \_\_\_\_\_

Adjourned: \_\_\_\_\_ 7:30 p.m. \_\_\_\_\_

\_\_\_\_\_  
Nona Chapman-Chairman  
Rafael Avila-Member - **Excused**  
Jeffrey Boyajian-Member

Robert J. Lovero  
Mayor  
*ILB*



Thomas J. Pavlik  
City Clerk

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www.berwyn-il.gov

Nona Chapman  
1<sup>st</sup> Ward Alderman

Date: September 3, 2009

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

Ladies and Gentlemen:

A meeting of the \_\_\_\_\_ Budget Committee \_\_\_\_\_ was held

On September 3, 2009 at the Berwyn City Hall at 6:00 p.m.

Those in attendance were: Aldermen Chapman, Boyajian, City Administrator, Brian Pabst, Finance Director, John Wysocki, residents Edward & Mary Karasek,

The matter discussed was referral item# \_\_\_\_\_ dated \_\_\_\_\_ in regards to: City department financial cuts in the 2009 fiscal year. The Committee will meet with all City Department Head to identify the budget cuts.

It is the recommendation of the committee that the Committee establish a schedule to meet with all Department heads

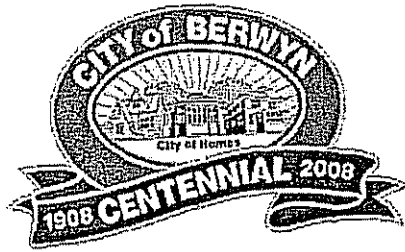
Voting Aye: \_\_\_\_\_ 2 \_\_\_\_\_

Voting Nay: \_\_\_\_\_ 0 \_\_\_\_\_

Adjourned: \_\_\_\_\_ 7:30 p.m.

\_\_\_\_\_  
Nona Chapman-Chairman  
Rafael Avila-Member - **Excused**  
Jeffrey Boyajian-Member

Robert J. Lovero  
Mayor



Michele Skryd  
4<sup>th</sup> Ward Alderman

A Century of Progress with Pride

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

From: Michele Skryd

Re: Rain Barrel Ordinance

These are the updates that Berwyn Park District Executive Director Jeff Janda and I are proposing. Please ad the changes and submit ordinance for CC approval on 09/09/09.

Sincerely,

Ald Skryd

1050.08

(a), (2) and public buildings

(a), (3) Permitted size not to exceed 55 gallon capacity.

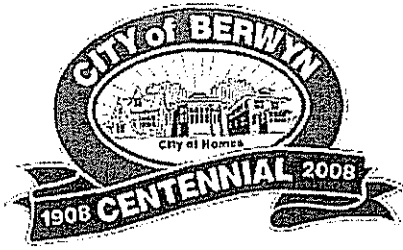
(c) Location. Rain barrel must be placed on a pervious surface.

(d) Overflow. Any and all rain barrel overflow shall be directed into your own property. Parks and public buildings can divert the overflow to landscape uses. No overflow shall be directed into the storm or combined sewer.

# Section J

## Staff Reports

JH  
The City of Berwyn



Brian L. Pabst  
City Administrator

A Century of Progress with Pride

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

September 3, 2009

To: Mayor Robert J. Lovero & City Council Members

From: Brian Pabst, City Administrator

Re: Cleaning Services and Cleaning Supplies

In order to follow the city's and state's purchasing guidelines, it is necessary to bid both the city's cleaning services and cleaning products. With no current valid contracts in place, I wish to publish both the specifications for cleaning services and specifications for cleaning supplies for all city facilities. Staff will focus on cost and quality of services; in addition, staff will ensure that respondents possess the necessary insurance, which in conjunction with the bidding process, has been overlooked in the past. I seek approval to publish the bid notice on September 16<sup>th</sup>, 2009 for opening at the October 13<sup>th</sup>, 2009 City Council meeting.

**Recommended Actions:**

Approval of the publication of specifications is sought for both cleaning services and cleaning supplies for all city facilities at the September 8, 2009 City Council meeting.

Sincerely,

Brian Pabst  
City Administrator

**SECTION I REQUEST FOR PROPOSAL**

**CLEANING SERVICES FOR THE CITY OF BERWYN**

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

**CLEANING SERVICES**

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

**ADDRESS PROPOSALS TO:** Attention of the City Clerk's Office, City Hall, 6700 W. 26<sup>th</sup> Street, Berwyn, IL 60402, on or before the bid opening local time and date specified below. Proposals shall be sealed and clearly marked on the front "**Proposal for Cleaning Services.**" **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

**PROPOSALS ARE DUE NO LATER THAN:** 12:00 p.m., on September 28, 2009. Proposers shall submit four (4) copies of their proposal. Bids will be opened and read aloud at 8:00 pm during the October 13, 2009 City Council meeting.

The City of Berwyn is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Berwyn, or any other means of delivery employed by the bidder. Similarly, the City of Berwyn is not responsible for, and will not open, any bid responses which are received later than the date and time stated.

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal must be submitted no later than September 24, 2009 by e-mailing or calling the following City Representative:

Ruth Volbre  
Administrative Assistant to the City Administrator  
[rvolbre@ci.berwyn.il.us](mailto:rvolbre@ci.berwyn.il.us)  
(708) 749-6433

**INDEX:**

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

## SECTION II SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

### A. SCOPE:

The City of Berwyn is soliciting proposals from qualified professional firms to provide cleaning services for city buildings for a 3 year period beginning November 1, 2009 and ending October 31, 2012. The successful firm will provide the cleaning services as described in Attachment A. The successful firm will also agree to the probationary period described in Attachment B.

### 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 Administrative Assistant to the City Administrator no later than September 24, 2009.
2. Bidders are expected to be fully informed as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a firm implies the firm's acceptance of the terms and conditions herein, unless otherwise stated.
3. The proposer is responsible for all costs related to the preparation of this proposal.
4. The format of the firm's proposal must be consistent with the format of the specifications listed.
5. Proposed pricing and/or percentage discount shall be firm from the beginning date of the signed contract.
6. 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.
7. All Proposals or bids must be accompanied by a bid bond, cash, or certified check made payable to the City of Berwyn in the amount of five thousand dollars (\$5,000) as a guarantee that if the Proposal is accepted, a Contract will be entered into and the performance of the Contract is properly secured.
8. The City of Berwyn is in no way restricted from using the services of another firm if the services provided are found unsatisfactory and not meeting the standards in Attachment A and Attachment B.
9.
  - 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 our terms must be noted in the letter.
  - b. A complete description and specifications of the services provided.
  - c. At least (3) references from companies or agencies that have utilized services 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).

**NOTE: Proposers are required to submit the required information listed above. The City of Berwyn reserves the right to reject proposals that the City of Berwyn 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 firm shall unconditionally guarantee the workmanship of the cleaning of the buildings per Attachments A & B. If the workmanship is found to be faulty in any way, the firm, upon notification and at his/her expense, shall rectify and redo what was not done, or done incorrectly (within two (2) business days) to the complete satisfaction of the City of Berwyn.
3. Failure of the firm to provide services within the time specified, unless extended in writing by the City of Berwyn, or failure to redo services that were done incorrectly or not done at all when so directed by the City of Berwyn shall constitute service failure. When such failure occurs the City of Berwyn reserves the right to cancel or adjust the contract; whichever is in the best interest of the City of Berwyn. In either event, the City of Berwyn may purchase in the open market services of comparable worth to replace the services not done correctly or not done at all. On all such purchases, the firm shall reimburse the City of Berwyn, within reasonable time specified by the City of Berwyn for any expense incurred; if not cancelled, such purchases shall be deducted from the contract quantities. The City of Berwyn reserves the right to not accept services which do not meet the specifications, or are substandard in quality, subject to an adjustment in price to be determined by the City of Berwyn.

**D. CONTRACT AWARD:**

1. The firm's proposal must be complete to be considered for award.
2. The City of Berwyn reserves the right to qualify, accept or reject any or all firms and accept any proposal deemed to be in the best interest of the City of Berwyn. 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 of Berwyn. The City of Berwyn reserves the right to accept or reject any exception taken by the firm to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to, Services available, Hours of Services Available, References, and Special Pricing & Volume Discounts.
4. Award, if made, shall be in the form of a Contract.

**E. EVALUATION PROCESS:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City of Berwyn's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The City Administrator may conduct discussions with any offeror who 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 Administrator reserves the right to request the offeror to provide additional information during this process.

**SPECIFIC CONDITIONS AND INSTRUCTIONS:**

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



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

The general rules and conditions that follow apply to all proposals issued by the City of Berwyn, 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.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City of Berwyn 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 of Berwyn.

"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. 26<sup>th</sup> 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 Clerk on or before the local time and date specified. The City of Berwyn 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 dated specified on the Request for Proposal will not be opened and will not be considered for award.
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, at the City of Berwyn'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 of Berwyn 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 of Berwyn.

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 of Berwyn 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 of Berwyn in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
- (3) Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.

- b. **Minimum Coverage**

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

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

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability		
	<u>Combined Single Limit</u>	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Illinois state law.		

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

When Additionally Required:

Errors & Omissions \$500,000

Fidelity Bond (minimum) \$50,000

d. Hold Harmless: Endorsement Required

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

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

(3). Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that it 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.

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 of Berwyn 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 changes 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 is upon the proposer.

The City of Berwyn'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 an 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. Addendums shall be issued by the City of Berwyn within a reasonable time prior to the proposal date.

#### **D. SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS.** The City of Berwyn reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. The City of Berwyn 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 of Berwyn 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 of Berwyn that is fair and reasonable. The City of Berwyn may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City of Berwyn 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 be limited to:
  - Ability to provide the type and quality of service that best meets the needs of the City of Berwyn.
  - 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 awardee. The purchase order will define the conditions of the contract between the City of Berwyn and the contractor selected to receive the award.**

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.
  
4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$400.00, four hundred dollars.)
  
5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City of Berwyn 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 of Berwyn. Formal presentations will be scored and evaluated by the City Administrator who will make a

recommendation to the City Council for final approval. Nothing in the proposal can obligate the City of Berwyn to enter into a contract.

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

## **E. GENERAL CONTRACT PROVISIONS**

1. **CONTRACT AWARD.** Upon the City of Berwyn's selection and satisfactory between City of Berwyn 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 a binding contract without further action by either party. The contract shall be on forms provided by the City of Berwyn; or if the proposer's contract document is used, the City of Berwyn 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 of Berwyn.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City of Berwyn 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 of Berwyn'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 variations in the terms of a contract shall be valid or binding upon the City of Berwyn 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 of Berwyn, 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 of Berwyn.
  - b. Terminated due to the default, as described below, or for no reason at all, as long as the City of Berwyn gives a written 90 day notice.
7. **DEFAULT.** The Contract may be cancelled or annulled by the City of Berwyn 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 of Berwyn reserves the right, but is not obligated to, extend the cure period or City Berwyn may deem the contract terminated without further notice. Lack of knowledge by the contractor will in no way be cause for relief from responsibility.

8. **INDEMNITY**. The Proposer shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not and shall not be deemed to be, an agent or employee of the City of Berwyn, but shall be deemed an Independent Contractor.

Proposer further agrees to:

- a. Save the City of Berwyn, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted 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 the 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 of Berwyn, 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. Submit invoice in duplicate to:

City of Berwyn  
Finance Department  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a filing of claims. In all cases, regulations and limitation 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 a tax exemption certification to out-of-state taxes imposed on purchases of commodities and/or services which are used within another state and 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 used the services of 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 references 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 price list for the proposed Cleaning Services required for this contract.**

The undersigned bidder, having examined and determined the scope of this Request for Proposal, hereby proposes to supply the services 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 bidding on the project.

**Delivery:** Upon receipt of a purchase order from the City of Berwyn, the vendor guarantees delivery of the proposed cleaning services within \_\_\_\_\_ days.

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

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

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

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

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

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

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

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

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

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

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

**Addenda Form:**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

## ATTACHMENT A

<u>Location</u>	<u>Sq. Ft.</u>	<u>Floors</u>	<u>Stair Wells</u>	<u>Elevators</u>	<u>Garages</u>	<u>Office Rooms</u>	<u>Kitchens/ Break Rooms</u>	<u>Rest Rooms</u>	<u>Locker Rooms</u>	<u>Gym Floors</u>	<u>Days Open</u>	<u>Pref. Cle Hou</u>
City Hall	14,410	3	2	1	0	24	2	5	0	0	M-F	see n
City Hall Fire Dept.					1	9	1	4	0	0	7 days	before
N. Fire Dept.	14,000	3	2	1	1	5	1	6	1	0	7days	before
S. Fire Dept.	5,000	1	0	0	1	3	1	2	1	0	7days	before
Community Center	7,200	2	1	0	0	7	2	2	0	0	5 M-F	after 1
Recreation Center	12,000	1	0	0	1	5	1	2	2	1	7 Days	after 1
Police Station	43,000	3	2	1	4	23	3	25	2	1	every day	see n
Public Works		1	0	0	1	2	1	3		0		after 1
Library	33,000	3	2	2	0	18	2	6	0	0	look at notes	after cl

- Notes:**
- \*The **Fire Departments** are only needing cleaning 3 times a yr. which should be thorough, encompassing all cleaning procedures listed below. This includes the Fire Dept. within City Hall. The square footage of the City Hall Fire Dept. is included within the City Hall number.
  - \*The **Public Works Building** only needs to be cleaned once a week.
  - \*The **Library** has both winter & summer hours. Winter Hours are M-Thurs 9am-9pm, F-Sat 9am-5pm, Sun. 1pm-5pm. During Summer Hours they are closed on Sundays, otherwise the hours are the same Mon - Sat. For 2009, the summer hours were from May 24th-Sept 16th.
  - \*The 3rd Fl. within the **Community Center** does not need to be cleaned as does not the theatre which has it's own cleaning service. The tables in the Senior Center also need to be washed and sanitized daily.
  - \*Neither the garage nor the kitchen need to be cleaned in the **Recreation Center**. There is a stage in the gym that also needs the floors cleaned on the same schedule as the gym floors.
  - \*The **Police Station** M-F prefers to be cleaned between 7am-3pm. Sat. from 7am- 12 am. Sundays not necessary.
  - \*The cleaning company should use their own cleaning supplies and equipment for the cleaning of each building unless asked by any department head to use a cleaner the department specifies (and would provide.) Refills of cleaning products used in building dispensers will be provided by the City of Berwyn.

**Lobbies & Entrance Ways:** *Daily- Empty trash & replace liners, empty recycling containers, sweep & spot mop floors, vacuum carpeted areas including mats, clean glass both int. & ext. (including doors), polish metal door frames, dust and sanitize vending machines and phones, dust horiz. surfaces including ledges, stair rails & tables, clean counters. Weekly- Dust for cobwebs, dust wall frames, full wet mop of tiled areas, sweep & mop stairwells, clean/sanitize stair rails.*

**Office Areas:** *Daily- Empty trash & replace liners, empty recycling containers, vacuum high traffic areas, sweep & spot mop floors, clean & sanitize water cooler & drinking fountains, clean & sanitize any coffee areas, spot clean interior glass. Weekly- Dust for cobwebs, vacuum all carpeted areas, dust hard surface areas including seating desk (do not remove items on desk), chairs, benches, & heat registers, full wet mop of tiled areas, clean inter. glass windows, clean mirrors, sanitize phones, soft dust computers & screens Monthly - clean refrigerators (int. & ext.)*

**Break/Lunch Rooms:** *Daily- Empty trash & replace liners, empty recycling containers, vacuum carpeted areas, sweep & spot mop floors, clean & sanitize sinks, H2O coolers, & drinking fountains, clean & sanitize kitchen tables & counter tops, spotclean walls. Weekly- Dust for cobwebs, damp clean chairs, wipe off vending machines, clean appliances, full wet mop of tiled area. Monthly- clean refrigerators (int. & ext.)*

**Restrooms & Locker Rooms:** *Daily- Empty trash & replace liners, clean & sanitize toilet bowls & urinals, clean & sanitize sinks & countertops, clean & sanitize changing tables, clean mirrors, sweep & full wet mop floors, restock all dispensers, spot clean walls & dispensers, clean & sanitize showers, wipe & sanitize the locker room changing area stalls Weekly- Dust for cobwebs, dust lockers, benches, & vents, clean partitions, doors, light switches, & walls. Twice Per Month- Clean Bathroom stall walls (or as needed.)*

**Gyms:** *Daily-Clean Dust & Sweep the floors. Weekly-Full wet mop floors, sanitize the bleachers, sanitize the mats on the stage area, wipe down the baseboards, doors & kitchen area opening in the gym*

**Jail Cells:** *Daily-Empty trash & replace liners, sanitize bunks, toilets, & sinks, sweep & full wet mop floors.*

**Garages:** *Sweep weekly.*

**Carpeted Areas (including door mats):** *Weekly- Mop/clean rubber door mats, Monthly spot extraction, 2x a-year deep extraction*

**Library (Additional Duties Besides All Others Listed)** *Daily- Empty 2 outdoor trash containers, clean/sanitize 2 sinks in community room & children's program, dust circulation desks, dust all countertops, dust all desks & top shelves of bookcases, dust all tops of file cabinets Twice Per Week- Dust all low shelves*

**Stairs:** *Daily-Sweep Weekly-Mop*

**Elevators:** *Daily-Sweep & full wet mop or vacuum floor area, clean & sanitize control panel, polish walls Annually- Clean paneling*

**Tiled Areas:** *Monthly buff & remove scuffs, 3x a yr scrub & recoat, 1x a yr. full strip & refinish w/ 3 coats*

**All Areas:** *Daily-Clean & sanitize drinking fountains and phones Weekly- Polish & wax wood furniture, clean/disinfect all door handles, dust windowsills, file cabinets & picture frames Monthly-Clean vents, exit signs & light fixtures, low dust chair legs, table legs & stands, dust blinds, clean brass kick plates on doors, vacuum under radiators Quarterly- Dust for cobwebs in file rooms & closets, sweep & full wet mop file rooms & storage closets, clean corners & baseboards. Yearly- All windows washed interior and exterior*

## Attachment B

### CLEANING SERVICE EVALUATION

It is further agreed by the Proposer and the City of Berwyn that the criteria found in Attachment A shall determine the acceptability of services during the 90 day probationary period starting \_\_\_\_\_ and ending \_\_\_\_\_.

#### **90 day trial evaluation:**

1 <sup>st</sup> Week:	open to complaints
2 <sup>nd</sup> Week:	allowed 18 complaints
3 <sup>rd</sup> Week:	allowed 15 complaints
4 <sup>th</sup> Week:	allowed 15 complaints
5 <sup>th</sup> Week:	allowed 12 complaints
6 <sup>th</sup> Week:	allowed 12 complaints
7 <sup>th</sup> Week:	allowed 9 complaints
8 <sup>th</sup> Week:	allowed 9 complaints
9 <sup>th</sup> Week:	allowed 9 complaints
10 <sup>th</sup> Week:	allowed 6 complaints
11 <sup>th</sup> Week:	allowed 6 complaints
12 <sup>th</sup> Week:	allowed 6 complaints
13 <sup>th</sup> Week:	allowed 6 complaints

After the first week of service, complaints concerning bathrooms, tabletops and vacuuming will not be acceptable.

**PROPOSAL PRICES**

**PER YEAR**

CITY HALL	_____
CITY HALL FIRE DEPT. (3 times a yr.)	_____
N. FIRE DEPT. (3 times a yr.)	_____
S. FIRE DEPT. (3 times a yr.)	_____
COMMUNITY CENTER	_____
RECREATION CENTER	_____
POLICE STATION	_____
PUBLIC WORKS	_____
LIBRARY	_____

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

Name of Contact: \_\_\_\_\_

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

Company Contact: \_\_\_\_\_

Title of Contact: \_\_\_\_\_

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

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

**SECTION I REQUEST FOR PROPOSAL**

**CLEANING SUPPLIES FOR THE CITY OF BERWYN**

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

**CLEANING SUPPLIES**

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

**ADDRESS PROPOSALS TO:** Attention of the City Clerk's Office, City Hall, 6700 W. 26<sup>th</sup> Street, Berwyn, IL 60402, on or before the bid opening local time and date specified below. Proposals shall be sealed and clearly marked on the front **"Proposal for Cleaning Supplies."** **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

**PROPOSALS ARE DUE NO LATER THAN:** 12:00 p.m., on September 28, 2009. Proposers shall submit four (4) copies of their proposal. Bids will be opened and read aloud at 8:00 pm during the October 13, 2009 City Council meeting.

The City of Berwyn is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Berwyn, or any other means of delivery employed by the bidder. Similarly, the City of Berwyn is not responsible for, and will not open, any bid responses which are received later than the date and time stated.

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal must be submitted no later than September 24, 2009 by e-mailing or calling the following City of Berwyn Representative:

Ruth Volbre  
Administrative Assistant to the City Administrator  
[rvolbre@ci.berwyn.il.us](mailto:rvolbre@ci.berwyn.il.us)  
(708) 749-6433

**INDEX:**

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

## SECTION II SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

### **A. SCOPE:**

The City of Berwyn is soliciting proposals from qualified professional firms to provide cleaning supplies for city buildings for a 3 year period beginning November 1, 2009 and ending October 31, 2012. The successful vendor will provide the cleaning supplies as described in Attachment A.

The Cleaning Supplies must be new. All supplies must be delivered within four (4) business days upon receiving a purchase order.

### **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 Administrative Assistant to the City Administrator no later than September 24, 2009.
2. Bidders are expected to be fully informed 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.
3. The proposer is responsible for all costs related to the preparation of this proposal.
4. All Proposals or bids must be accompanied by a bid bond, cash, or certified check made payable to the City of Berwyn in the amount of five thousand dollars (\$5,000) as a guarantee that if the Proposal is accepted, a Contract will be entered into and the performance of the Contract is properly secured.
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 of Berwyn is in no way restricted from ordering cleaning supplies from other vendors as needed:
9.
  - 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 our terms must be noted in the letter.
  - b. A complete description and specifications of the cleaning products.
  - c. At least (3) references from companies or agencies that have purchased the proposed cleaning supplies 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 of Berwyn reserves the right to reject proposals that the City of Berwyn 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 firm shall unconditionally guarantee the materials of the cleaning supplies. If any defects or signs of deterioration are noted which in the City's opinion are due to faulty material, the vendor, upon notification and at his/her expense, shall replace the cleaning supplies (within seven (7) business days) to the complete satisfaction of the City of Berwyn. The replacement of the cleaning supplies shall be made only at such time as shall be designated by the City of Berwyn 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 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 in writing by the City of Berwyn, or failure to replace rejected commodities when so directed by the City of Berwyn shall constitute delivery failure. When such failure occurs the City of Berwyn reserves the right to cancel or adjust the contract; whichever is in the best interest of the City of Berwyn. In either event, the City of Berwyn may purchase in the open market commodities of comparable worth to replace the articles rejected or not delivered. On all such purchases, the firm shall reimburse the City of Berwyn, within reasonable time specified by the city for any expense incurred; if not cancelled, such purchases shall be deducted from the contract quantities. The City of Berwyn reserves the right to not accept commodities which do not meet the specifications, or are substandard in quality, subject to an adjustment in price to be determined by the City of Berwyn.
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 of Berwyn may return the rejected commodities to the vendor at the vendor's risk and expense, or the City of Berwyn 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 not impose liability on the City of Berwyn if such commodities are not in accordance with the specification. All commodities delivered to the City of Berwyn shall be accepted subject to inspection and physical count.



**D. CONTRACT AWARD:**

1. The vendor's proposal must be complete to be considered for award.
2. The City of Berwyn 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 of Berwyn. 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 of Berwyn. 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 Cleaning Supplies, Warranty/ Product, Reliability & Functionality/Product Availability, References, and Special Pricing & Volume Discounts.
4. Award, if made, shall be in the form of a Purchase Order.

**E. EVALUATION PROCESS:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City of Berwyn's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The City Administrator may conduct discussions with any offeror who 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 Administrator reserves the right to request the offeror to provide additional information during this process.

**SPECIFIC CONDITIONS AND INSTRUCTIONS:**

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

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

The general rules and conditions that follow apply to all proposals issued by the City of Berwyn, 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.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City of Berwyn 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 of Berwyn.

"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. 26<sup>th</sup> 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 Clerk on or before the local time and date specified. The City of Berwyn 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 dated specified on the Request for Proposal will not be opened and will not be considered for award.
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, at the City of Berwyn'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

of Berwyn 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 of Berwyn.

6. **COLLUSIVE PROPISING.** 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 of Berwyn 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 of Berwyn in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
- (3) Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.

- b. **Minimum Coverage**

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

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

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability		
	<u>Combined</u>	
	<u>Single Limit</u>	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Illinois state law.		

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

**When Additionally Required:**

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

d. Hold Harmless: Endorsement Required

- (1). The Proposer, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees, and agents from any and all liability loss, cost, damage and expense (including reasonable attorney's fees and court cost) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Proposer's operations under this document.
- (2). Proposer is not, and shall not be deemed to be, an agent or employee of the City of Berwyn.
- (3). Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that it 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.

**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 of Berwyn 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 changes in other materials, equipment or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate in upon the proposer.

The City of Berwyn'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 an 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. Addendums shall be issued by the City of Berwyn within a reasonable time prior to the proposal date.

#### **D. SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS.** The City of Berwyn reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. The City of Berwyn 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 of Berwyn 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 of Berwyn that is fair and reasonable. The City of Berwyn 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 be limited to:
  - Ability to provide the type and quality of service that best meets the needs of the City of Berwyn.
  - 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 of Berwyn and to the proposer's employment practices.
  - Whether the proposer is in arrears to the City of Berwyn, in debt on a contract or is a defaulter on a surety or other agreement with the City of Berwyn.
  - If a reasonable doubt arises as to proposer's solvency, the City of Berwyn reserves the right to require financial information sufficient to show solvency.
  - Cost estimate; the City of Berwyn is not required to accept the proposal with the lowest cost estimate.

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

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.
  
4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$400.00, four hundred dollars.)
  
5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City of Berwyn 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 City Administrator who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City of Berwyn to enter into a contract.

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

## **E. GENERAL CONTRACT PROVISIONS**

1. **CONTRACT AWARD.** Upon the City's selection and satisfactory between the City of Berwyn and Proposer on the work to be performed and/or product to be delivered, a written award in the form of a Purchase order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City of Berwyn; or if the proposer's contract document is used, the City of Berwyn 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 of Berwyn.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City of Berwyn 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 of Berwyn'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 variations 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 of Berwyn, 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 of Berwyn and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City of Berwyn.
  - b. Terminated due to the default, as described below, or for no reason at all, as long as the City of Berwyn gives a written 90 day notice.
7. **DEFAULT.** The Contract may be cancelled or annulled by the City of Berwyn 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 of Berwyn 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 of Berwyn reserves the right, but is not obligated to, extend the cure period or City of Berwyn may deem the contract terminated without further notice. Lack of knowledge by the contractor will in no way be cause for relief from responsibility.

8. **INDEMNITY**. The Proposer shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not and shall not be deemed to be, an agent or employee of the City of Berwyn, but shall be deemed an Independent Contractor.

Proposer further agrees to:

- a. Save the City of Berwyn, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted 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 of Berwyn, 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 of Berwyn 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. Submit invoice in duplicate to:

City of Berwyn  
Finance Department  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a filing of claims. In all cases, regulations and limitation 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 a tax exemption certification to out-of-state taxes imposed on purchases of commodities and/or services which are used within another state and 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 used the services of 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 references 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 price list for the proposed Cleaning Products 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 bidding on the project.

**Delivery:** Upon receipt of a purchase order from the City of Berwyn, the vendor guarantees delivery of the proposed cleaning products within \_\_\_\_\_ days.

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

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

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

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

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

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

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

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

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

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

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

**Addenda Form:**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

## ATTACHMENT A

Standard Toilet Paper Rolls
Large Toilet Paper Rolls
Toilet Paper Dispenser
Center Pull Towel
Center Pull Towel Dispenser
Micro Mist Air Freshener
Micro Mist Air Freshener Dispenser
Toilet Seat Cleaner
Toilet Seat Cleaner Dispenser
Toilet Puck
Hair & Body Wash
Hair & Body Wash Dispenser
Kresto-Heavy Duty Cleaner
AntiBact Spray Soap
33x39 HD Liners 1Mil
38x58 Xheavy Recy.Liners 1.5Mil
Bleach
Anti Bacterial Hand Soap
Hand Soap Dispenser
Hand Lotion
Hand Lotion Dispenser
Graffiti Remover

Hand Sanitizer
Hand Sanitizer Dispenser
8 oz Hand Sanitizers
Toilet Seat Covers
Toilet Seat Covers Dispenser
Waxed Paper Receipt. Liner
Multi Fold Towels
C-Fold Towels
C-Fold/Multi Fold Towel Dispenser
24x33 6Mic Nat Liners 50 sheets
Prem 40x46 Bl. Liners 1.35 Mil
Can Liner 60G Blk 25 Sheets
33x40 17 Mic Liners 25Sheets
Glass Cleaner
All Purpose Cleaner
Dishwashing Liquid
Floor Cleaner
Toilet Bowl Cleaner
Urinal Screens w/ Deodorizers
Disinfectant Spray
Disposable Rags
All Purpose Cleaner Wipes

**Specs:** All City Buildings (City Hall, City Hall Fire Dept., N. Fire Dept., S. Fire Dept., Community Center, Recreation Center, Police Station, Public Works, & Library) require some or all of the above cleaning supplies at each facility. Each location will order individually, but we are looking for one multi-facility rate for all of the above locations. We are NOT looking for installation, but just for the product to be delivered.

No specific brands are necessary. We are looking not only for an economical product, but also for a good quality product. Please include the price per item along with how much comes per case, and if it is concentrated how much it will make (along w/ the ease of mixing it.)

# PROPOSAL PRICES

<u>CLEANING PRODUCT</u>	<u>COMPARABLE CLEANING PRODUCT</u>	<u>FOR LIQUID CLEANSERS /USES PER CONTAINER</u>	<u>ITEMS PER CASE</u>	<u>PRICE PER PER ITEM</u>
Standard Toilet Paper Rolls				
Large Toilet Paper Rolls				
Toilet Paper Dispenser				
Center Pull Towel				
Center Pull Towel Dispenser				
Micro Mist Air Freshener				
Micro Mist Air Freshener Dispenser				
Toilet Seat Cleaner				
Toilet Seat Cleaner Dispenser				
Toilet Puck				
Hair & Body Wash				
Hair & Body Wash Dispenser				
Kresto-Heavy Duty Cleaner				
AntiBact Spray Soap				
33x39 HD Liners 1Mil				
38x58 Xheavy Recy.Liners 1.5Mil				
Bleach				
Anti Bacterial Hand Soap				
Hand Soap Dispenser				
Hand Lotion				
Hand Lotion Dispenser				
Graffiti Remover				
Hand Sanitizer				
Hand Sanitizer Dispenser				
8 oz Hand Sanitizers				
Toilet Seat Covers				
Toilet Seat Covers Dispenser				
Waxed Paper Receipt. Liner				
Multi Fold Towels				
C-Fold Towels				
C-Fold/Multi Fold Towel Dispenser				
24x33 6Mic Nat Liners 50 sheets				
Prem 40x46 Bl. Liners 1.35 Mil				
Can Liner 60G Blk 25 Sheets				
33x40 17 Mic Liners 25Sheets				
Glass Cleaner				
All Purpose Cleaner				



Robert J. Lovero  
Mayor



Anthony T. Bertuca  
City Attorney

A Century of Progress with Pride

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

September 3, 2009

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

Re: Settlement Approval  
Am Audit

Dear Mr. Pavlik:

Please put this item on the September 8, 2009 agenda, authorizing the settlement of the above referenced matter for the total sum of \$20,000.00, based upon prior City Council authority in Executive Session.

Very truly yours,

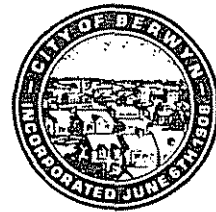
*Anthony T. Bertuca*  
Anthony T. Bertuca  
City Attorney

ATB/lps



J-3

# BERWYN POLICE DEPARTMENT



6401 West 31st Street  
Berwyn, Illinois 60402-0733  
Phone (708) 795-5600  
Fax (708) 795-5627    Emergency 9-1-1

September 3, 2009

Honorable Mayor Robert Lovero  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

Dear Mr. Mayor:

The Berwyn Police Department is in the process of reviewing all of its operating structures to ensure optimal efficiency. During this review, the current red light photo enforcement system was examined to determine its long term suitability for use here in the municipality. After a month long review of the current vendor and other suitable companies who provide the same service, the following has been discovered:

Our current contract is with a company called Redspeed and they have four active photo enforcement systems operating in the City of Berwyn. The presence of these cameras has been statistically proven to reduce intersection related collisions and Berwyn is no exception to that rule. While it has been proven that the concept is a sound practice in keeping our streets safe and should be expanded, I would strongly recommend considering another vendor for this expansion due to the economic disadvantage set forth by the existing vendor agreement.

After considering the economic and safety implications of this type of contract, I have reviewed alternative options and at this time recommend entering into an agreement with a company called Safespeed to supplement our photo enforcement program. Our intentions with Safespeed are to compliment the current red light enforcement program and integrate their technology for railroad crossing enforcement once the pending legislation is approved in the General Assembly.

An agreement with Safespeed would require no financial expenditure by the City of Berwyn and no monthly service fees such as we currently pay. Safespeed is providing 100% of the equipment, installation, and maintenance at no cost and only takes a percentage of violations actually collected. Conversely, our current provider charges monthly equipment fees, maintenance fees, and service charges on violations that are never collected.



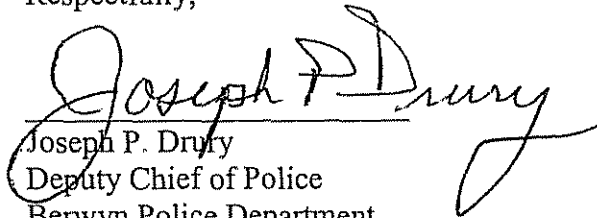
*We Serve and Protect*

Once the railroad monitoring technology is implemented, Safespeed will also provide our police, fire, and EMS vehicles with special devices that warn them in advance that a particular crossing is blocked so they can adjust to the most efficient response route possible. These devices will add an invaluable resource to improve safety and response time.

Since our current contract is still active, it would be my recommendation to bring in Safespeed at no cost to the city and conduct a side by side comparison of the two vendors for reliability, customer service, and economic suitability for our needs. This will help determine which company is most appropriate to handle Berwyn's photo enforcement needs into the future. Attached is an economic comparison of the current contract and what the same enforcement would result in under the terms of the prospective Safespeed agreement.

Also included in this packet is a proposed contract to authorize Safespeed to assist us in the photo enforcement program. Approval of this contract will initiate a series of traffic studies needed to apply for IDOT permits, which can take 9 months to process. Please consider the length of this permit application as you deliberate on this request. If you have any questions, please do not hesitate to contact me.

Respectfully,

  
\_\_\_\_\_  
Joseph P. Drury  
Deputy Chief of Police  
Berwyn Police Department



## RedSpeed

The below listed numbers represent the 2008 total costs for the municipality under the current Redspeed photo enforcement contract.

Month	Violations	Service Charges	Fees	Total Costs	Uncollected citations	Monthly Loss
Jan	355	2998.00	4713.04	7711.04	246	8856.00
Feb	102	2998.00	2926.78	5924.78	6	216.00
March	120	2998.00	3546.08	6544.08	18	648.00
April	175	2998.00	4707.89	7705.89	73	2628.00
May	180	2998.00	5055.56	8053.56	71	2556.00
June	240	2998.00	6043.91	9041.91	116	4176.00
July	257	5996.00	3846.57	9842.57	90	3240.00
Aug	650	5996.00	13871.84	19867.84	435	15660.00
Sept	885	5996.00	22340.37	28336.37	360	12960.00
Oct	552	5996.00	16617.84	22613.84	32	1152.00
Nov	327	5996.00	10692.15	16688.15	33	1188.00
Dec	288	5996.00	8032.09	14028.09	44	1584.00
Totals	4131	53964.00	102394.12	156358.12	1524	54864.00

Service Charges	53,964.00
Service Fees	102,394.12
uncollected violations	54,864.00
<b>Total Costs 2008</b>	<b>211,222.12</b>

**Notice the monthly service and equipment fees regardless of the number of violations captured. Furthermore, Berwyn is charged fees for uncollected citations, which often results in a monthly loss before collection procedures can be initiated.**

## SafeSpeed

Below is a projected breakdown of costs that we would have incurred under the proposed Safespeed contract using the actual issued and collected violations from calendar year 2008. Notice that there can never be a monthly loss because fees are charged only as a portion of violations actually collected. Additionally, there are no monthly service fees for equipment and maintenance.

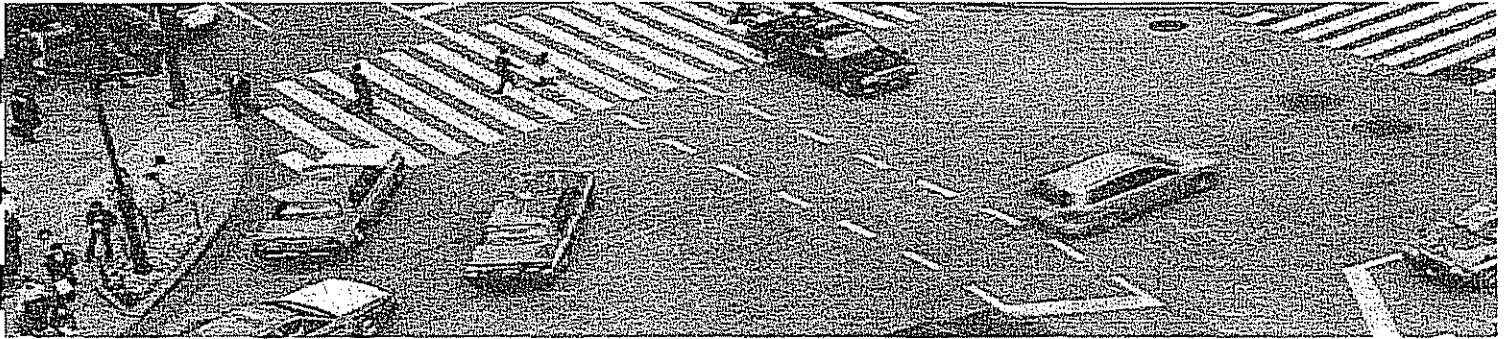
Month	Violations	Service Charges	Fees	Total Costs	Uncollected citations	Monthly Loss
Jan	355	0	4360	4360	246	0
Feb	102	0	3840	3840	6	0
March	120	0	4080	4080	18	0
April	175	0	4080	4080	73	0
May	180	0	4360	4360	71	0
June	240	0	4960	4960	116	0
July	257	0	6680	6680	90	0
Aug	650	0	8600	8600	435	0
Sept	885	0	21000	21000	360	0
Oct	552	0	20800	20800	32	0
Nov	327	0	11760	11760	33	0
Dec	288	0	9760	9760	44	0
Totals	4131	0	104280	4360	1524	0

Service Charges	0
Fees and costs uncollected violations	\$104,280.00
	\$0.00
<b>Projected Cost</b>	<b>\$104,280.00</b>

The net gain for Berwyn would be 106,942.12 for one year under the terms of the Safespeed agreement assuming the identical citations. Over the term of the contract, this is a significant savings.



# City of Berwyn



Initial Analysis

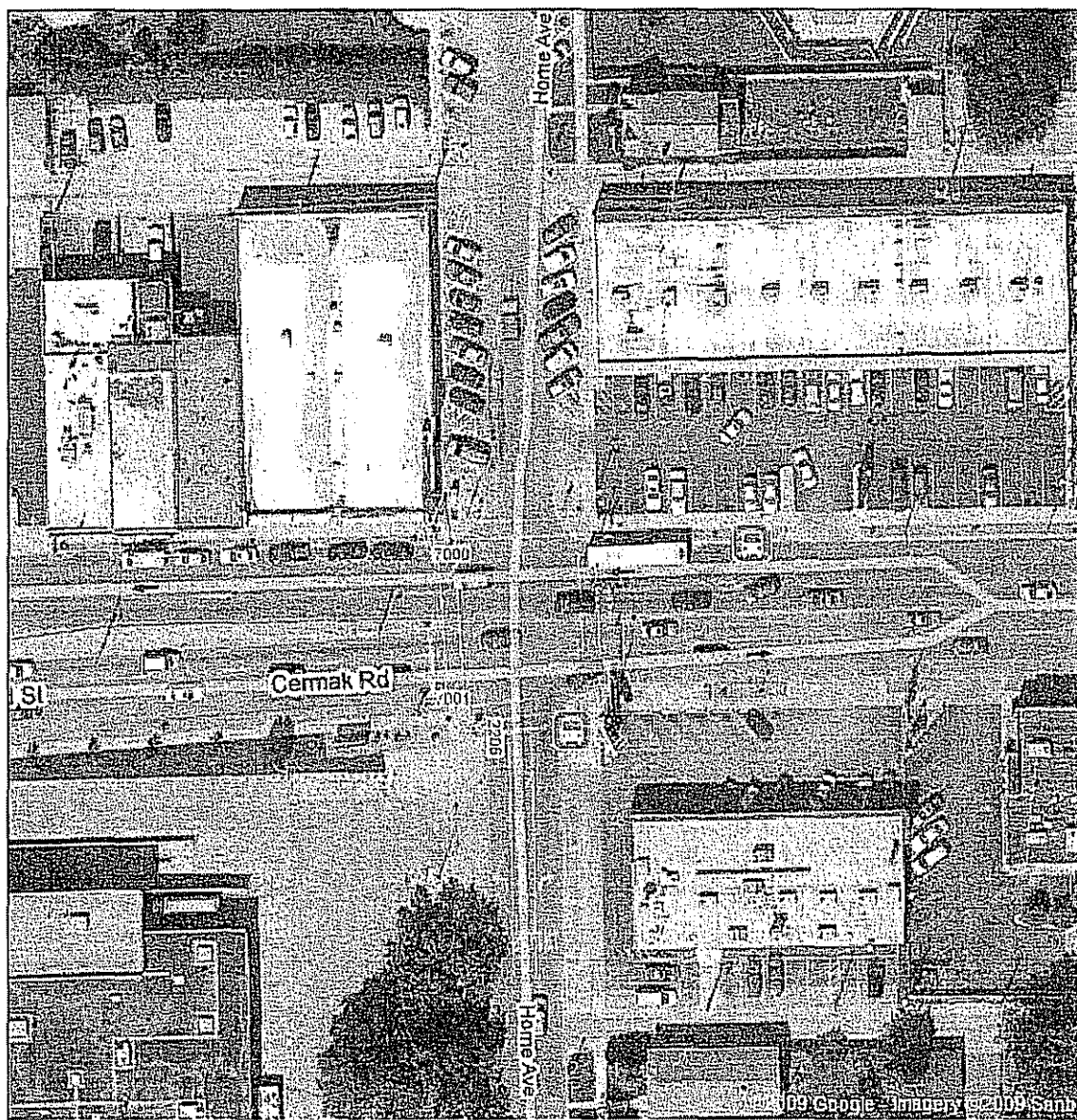
August 2009

## Table of Contents

- I. Overview
- II. Cermak Rd at Home Ave
- III. Cermak Rd at Harlem Ave
- IV. Cermak Rd at Oak Park Ave
- V. Cermak Rd at Ridgeland Ave
- VI. Harlem Ave at Pershing Rd
- VII. Moving Forward

## II. Cermak Rd at Home Ave

### A. Aerial Photo



## B. Average Daily Traffic Count

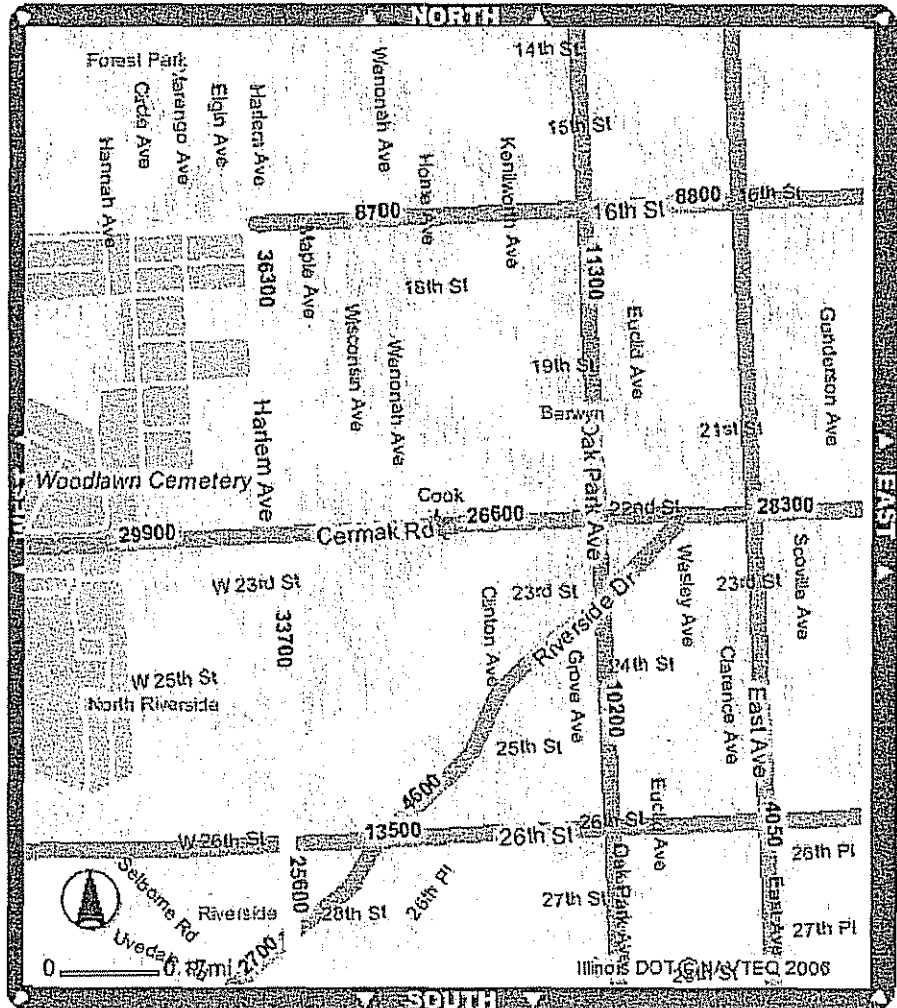
This information was obtained via the Illinois Department of Transportation website per the RLR Guideline document published by IDOT. Only ADT values were available, peak numbers were not provided.

### Home Rd ADT

- North - N/A
- South - N/A

### Cermak Rd ADT

- East - 26,600
- West - 29,900



## C. Approaches

### Northbound Approach of Home Ave at Cermak Rd - Not Feasible (Low Traffic)

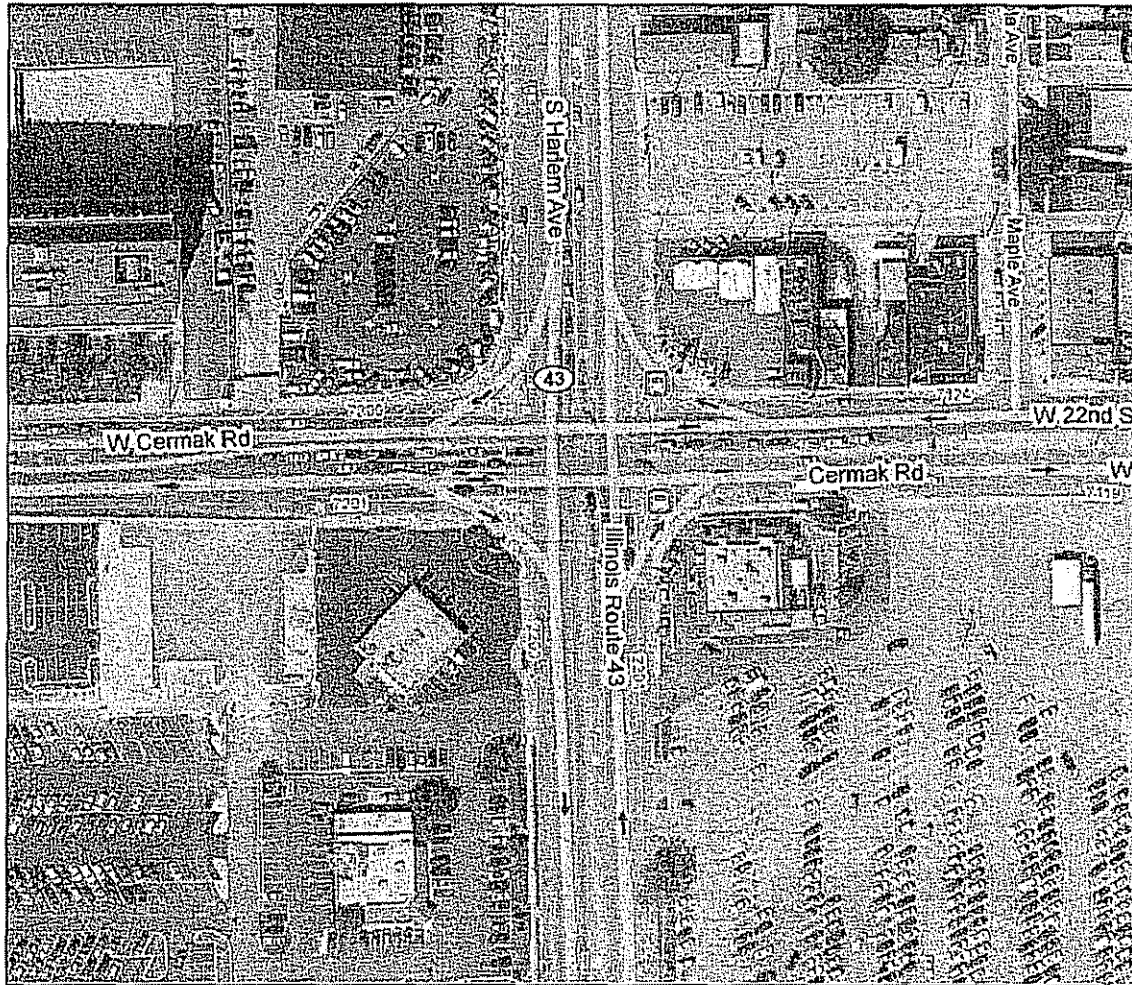
- Traffic controller box is installed at Northwest corner
- Cross walk
- 3 lanes
- Dedicated left turn lane
- Speed limit is 20 mph
- Sidewalk
- 4 traffic lights, no Left/Right Red Arrow
- Incandescent lights should be replaced with LED type lights
- Pavement markings should be re-painted
- Possible location: 60 ft ~ 80 ft from the stop bar on the left side of the street
- Low traffic
- Mostly residential





### III. Cermak Rd at Harlem Ave

#### A. Aerial Photo





## B. Average Daily Traffic Count

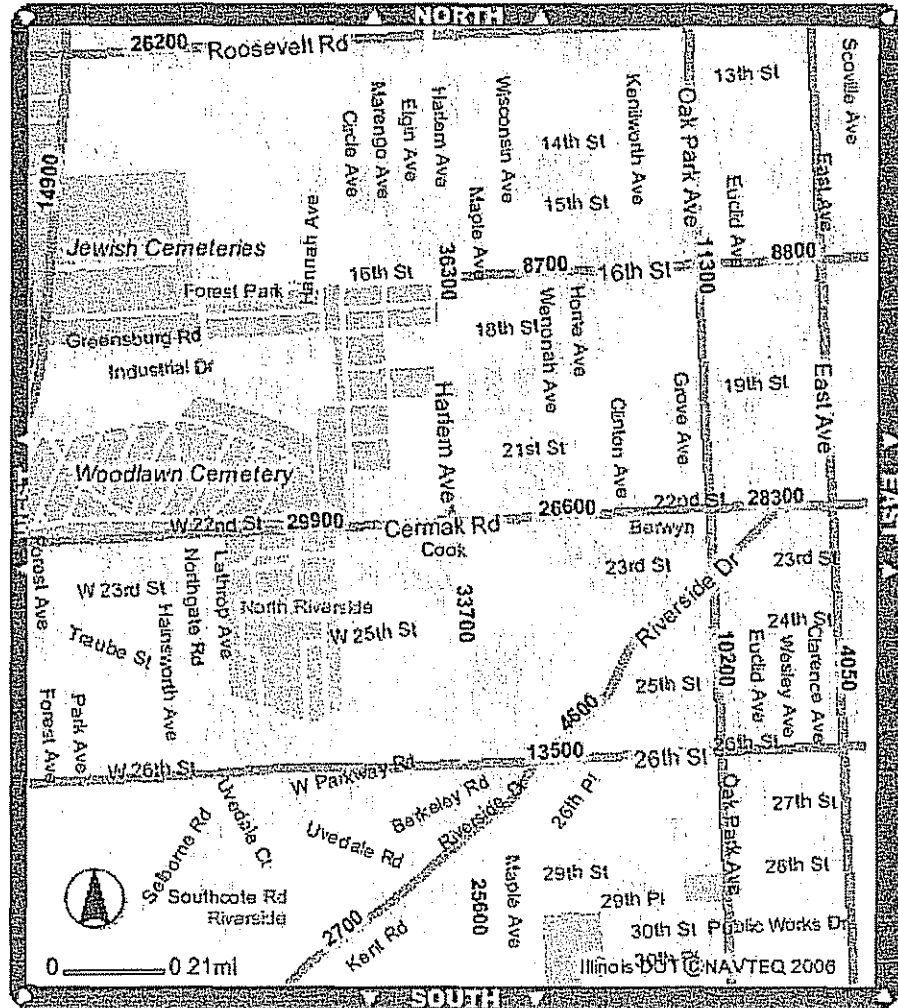
This information was obtained via the Illinois Department of Transportation website per the RLR Guideline document published by IDOT. Only ADT values were available, peak numbers were not provided.

### Harlem Ave ADT

- North - 36,300
- South - 33,700

### Cermak Rd ADT

- East - 28,300
- West - 29,900



## C. Approaches

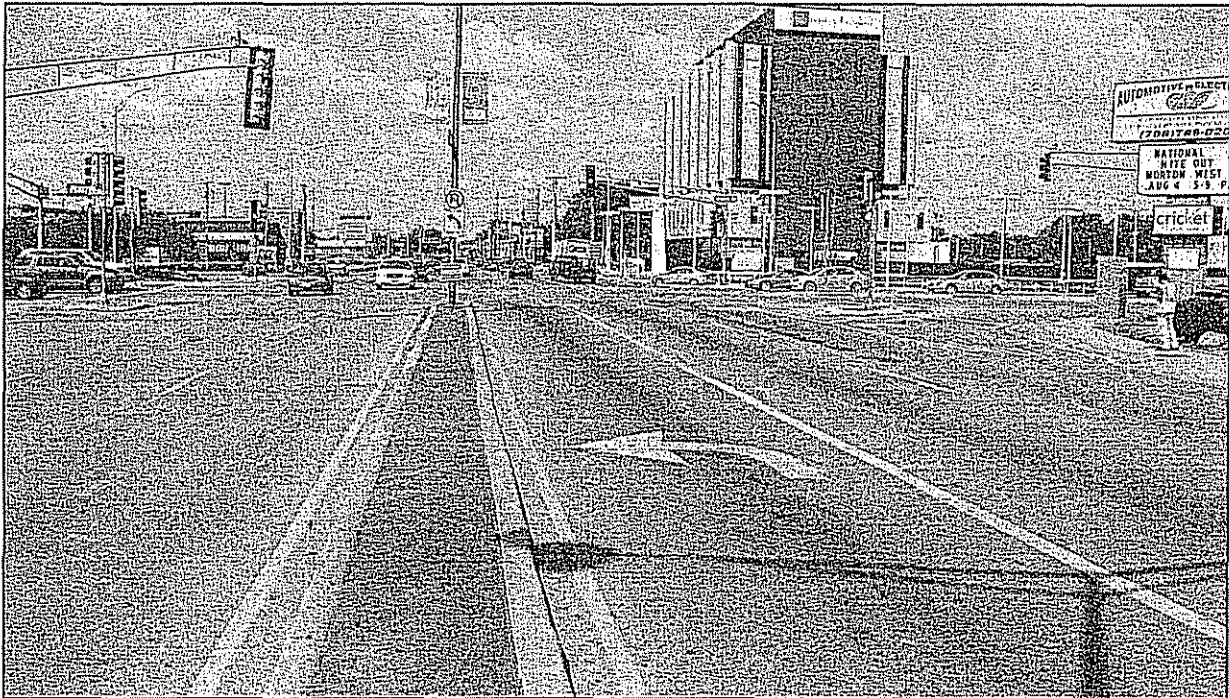
### Northbound Approach of Harlem Ave at Cermak Rd - Feasible with easement issues

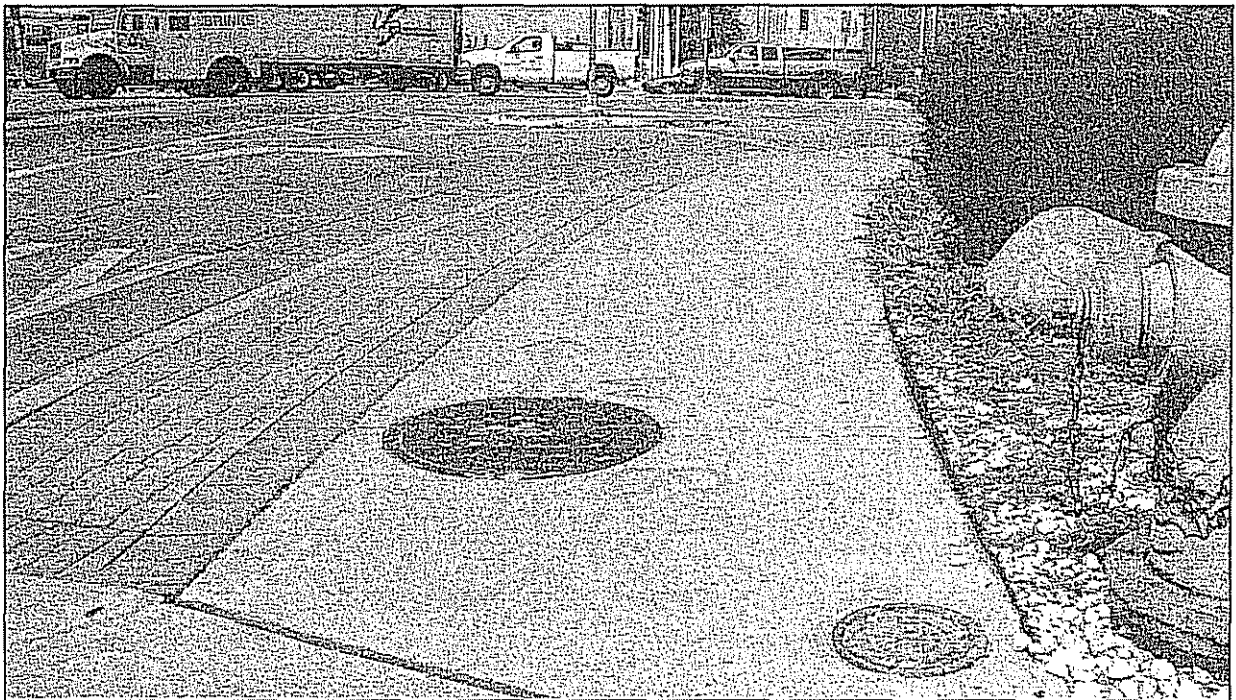
- The Traffic Controller box is installed at Northeast corner
- No cross walk
- 5 lanes
- 1 dedicated left turn lane
- 1 dedicated right turn lane
- Well lit intersection
- Sidewalk
- 4 traffic lights
- Left turn traffic signal
- Incandescent lights should be replaced with LED type lights
- Pavement markings should be repainted
- Streetlight and Right Turn Only sign may interfere with the line of photography (pic)
- Easement issue – need permission from McDonald's
- Possible location ~ 60 ft from the stop bar



Westbound Approach of Cermak Rd at Harlem Ave- Feasible with easement issues

- No cross walk
- 4 lanes
- 1 dedicated left turn lane (pic)
- 1 dedicated right turn lane
- Well lit intersection
- Sidewalk
- 4 traffic signal lights
- Left turn traffic signal light
- Incandescent lights should be replaced with LED type lights
- Possible easement issue
- Bus stop ~120 ft from the stop bar (pic)
- Water pipeline east and west bound underneath sidewalk (pic)
- Possible location: 60 ft ~ 80 ft from the stop bar







# IV. Cermak Rd at Oak Park Ave

## A. Aerial Photo



Intelligent Traffic Systems.

## B. Average Daily Traffic Count

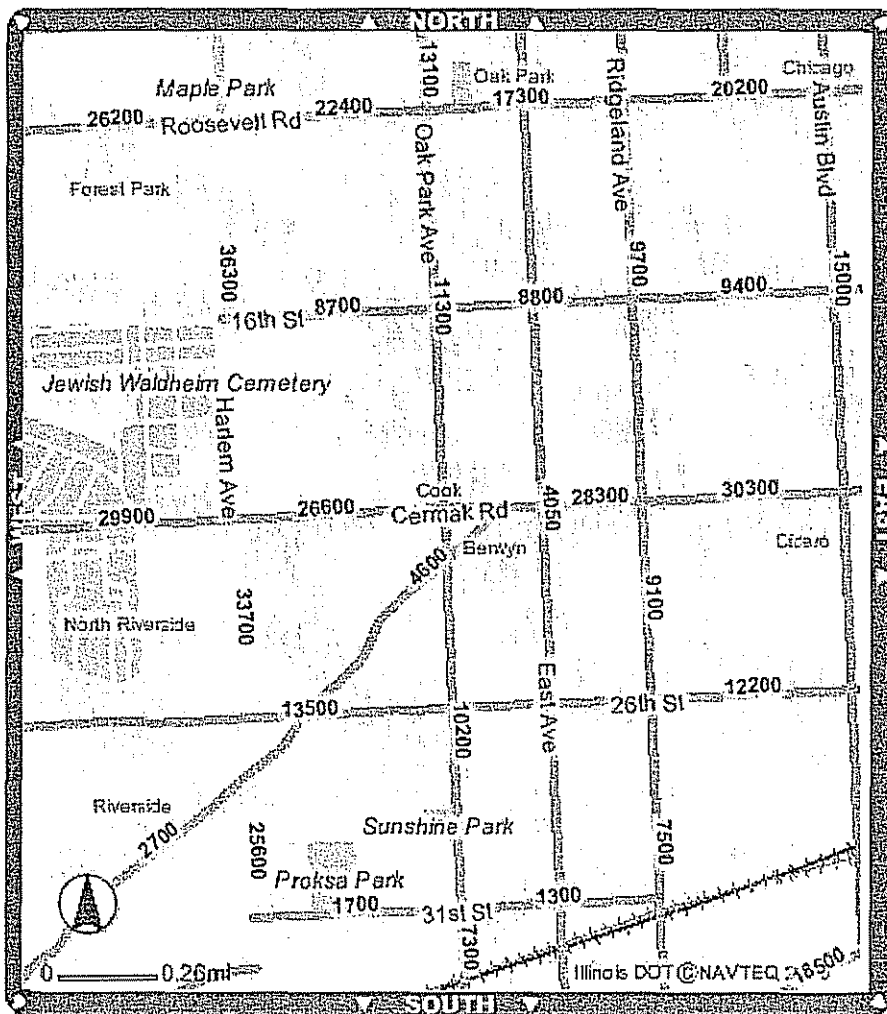
This information was obtained via the Illinois Department of Transportation website per the RLR Guideline document published by IDOT. Only ADT values were available, peak numbers were not provided.

### Cermak Rd ADT

- North - 11,300
- South - 10,200

### Oak Park Ave ADT

- East - 28,300
- West - 26,600



## C. Approaches

### Northbound Approach of Oak Park Ave at Cermak Rd - Feasible

- The Traffic Controller box is installed at Southeast corner
- Cross walk
- 3 lanes
- Dedicated left turn lane
- Dedicated right turn lane
- Speed limit is 25 mph
- Sidewalk
- 3 traffic lights
- Left turn traffic signal
- Speed limit is 25 mph
- Incandescent lights should be replaced with LED type lights
- No easement issue
- Possible location : 60 ft ~ 80 ft from the stop bar
- Camera pole will be next to building



Eastbound Approach of Cermak Rd at Oak Park Ave - Feasible

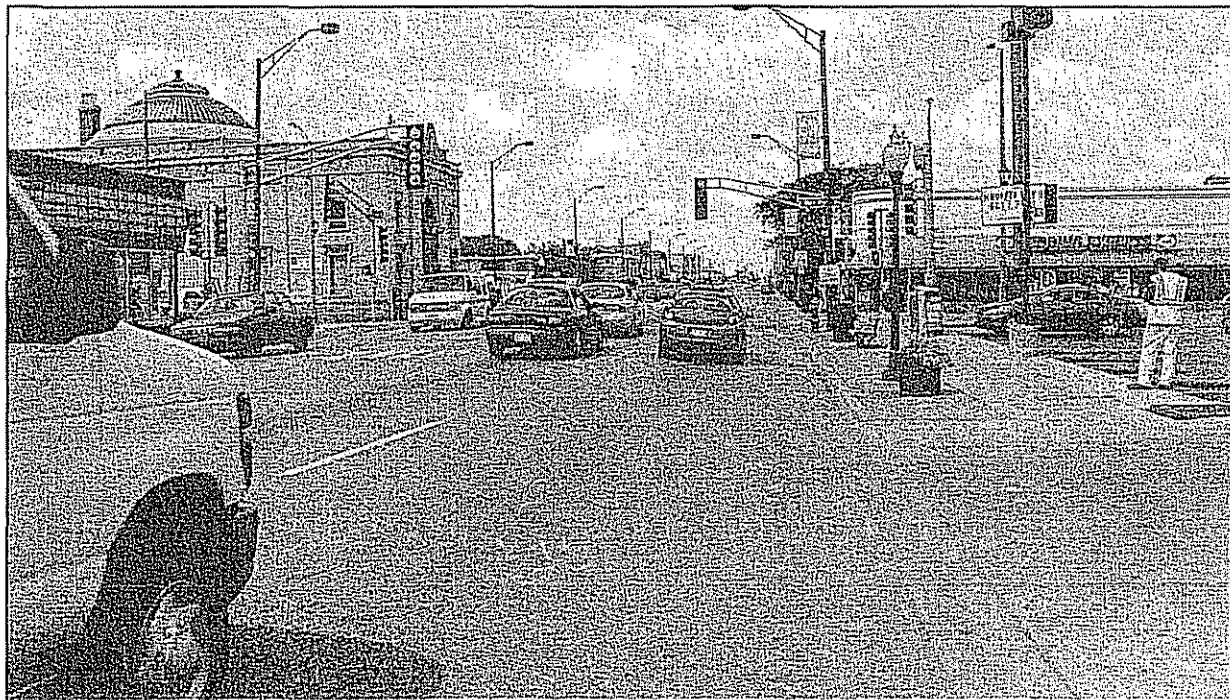
- Cross walk
- 3 lanes
- Dedicated left turn lane
- Speed limit is 25 mph
- Sidewalk
- 3 traffic lights
- Left turn traffic signal
- Speed limit is 25 mph
- Incandescent lights should be replaced with LED type lights
- No easement issue
- Possible location : 60 ft ~ 130 ft from the stop bar





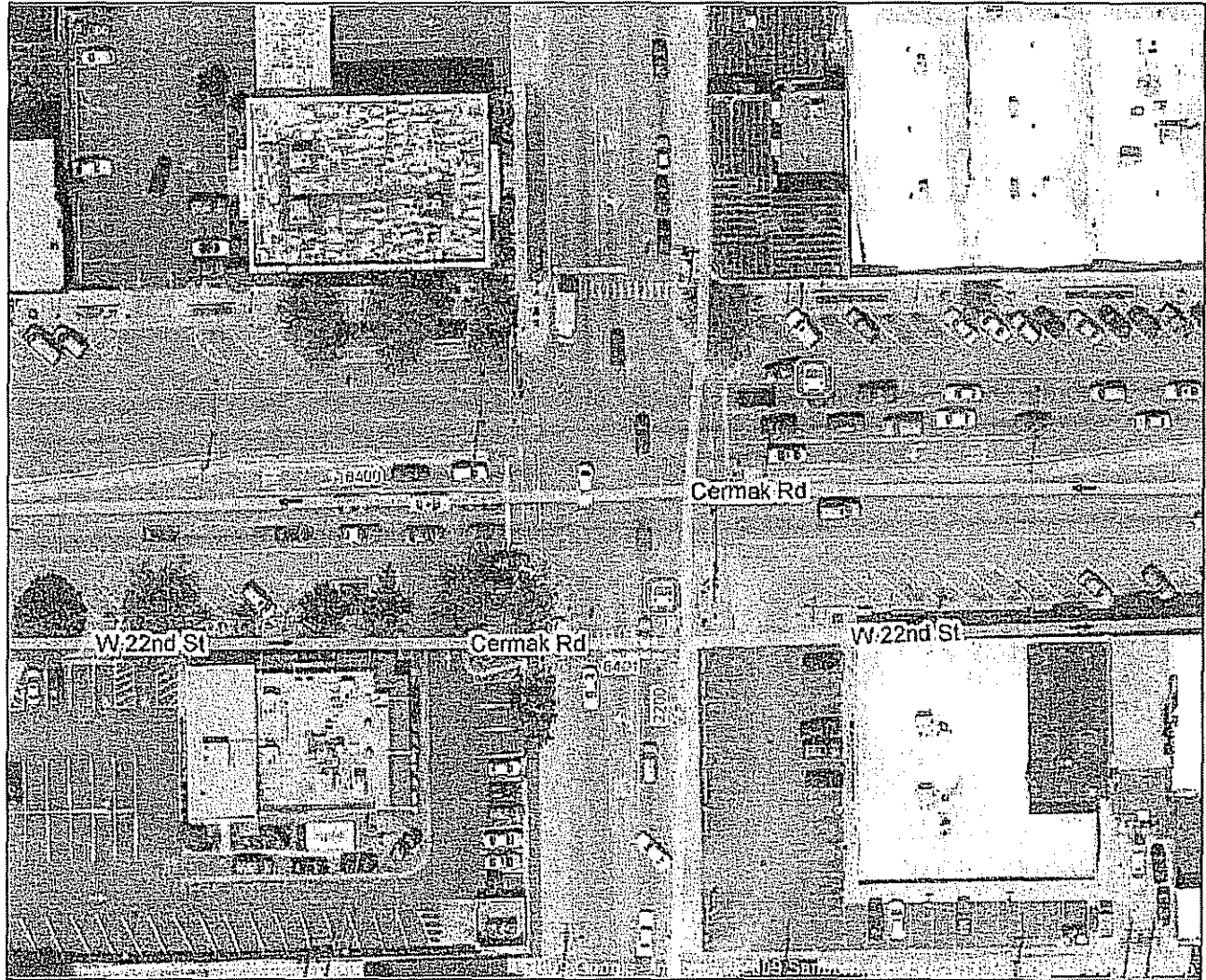
Westbound Approach of Cermak Rd at Oak Park Ave - Feasible

- Cross walk
- 3 lanes
- Dedicated left turn lane
- Speed limit is 25 mph
- Sidewalk
- 3 traffic lights
- Left turn traffic signal
- Speed limit is 25 mph
- Incandescent lights should be replaced with LED type lights
- No easement issue
- Possible location : 60 ft ~ 80 ft from the stop bar



# V. Cermak Rd at Ridgeland Ave

## A. Aerial Photo



## B. Average Daily Traffic Count

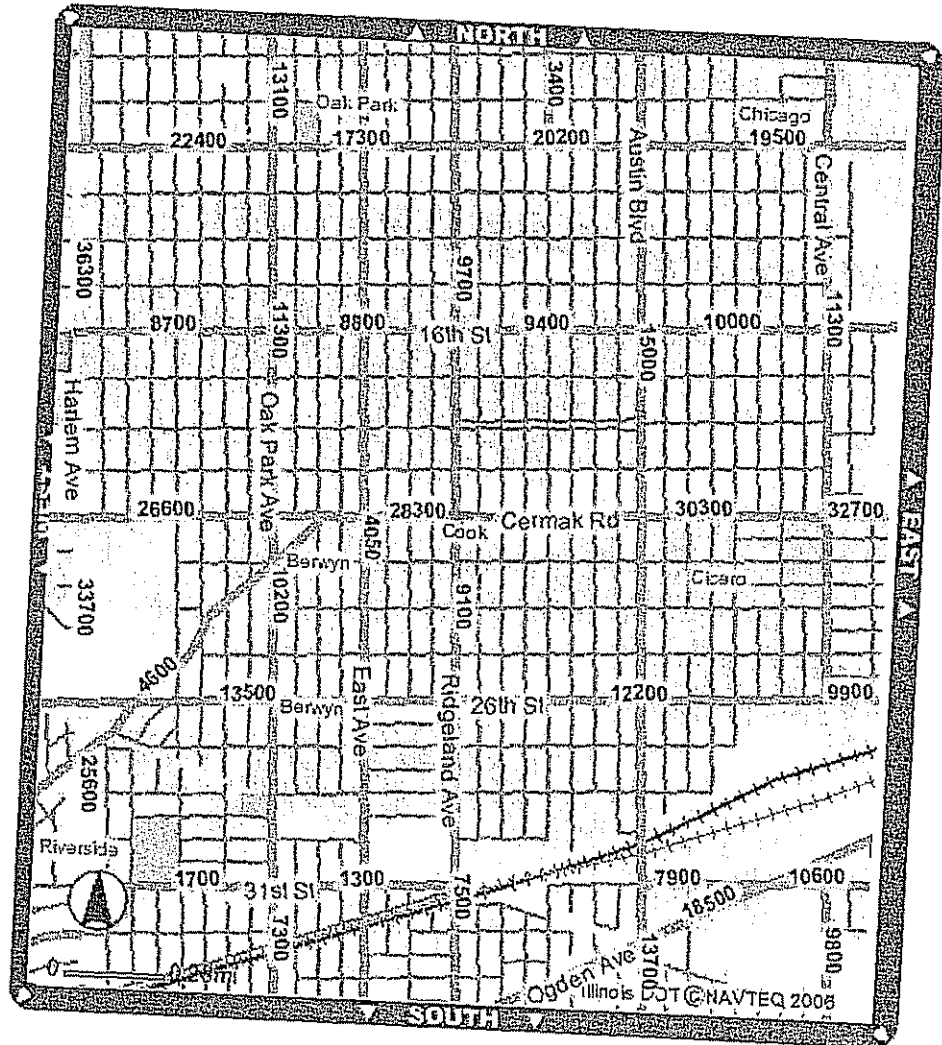
This information was obtained via the Illinois Department of Transportation website per the RLR Guideline document published by IDOT. Only ADT values were available, peak numbers were not provided.

### Ridgeland Ave ADT

- North - 9,700
- South - 9,100

### Cermak Rd ADT

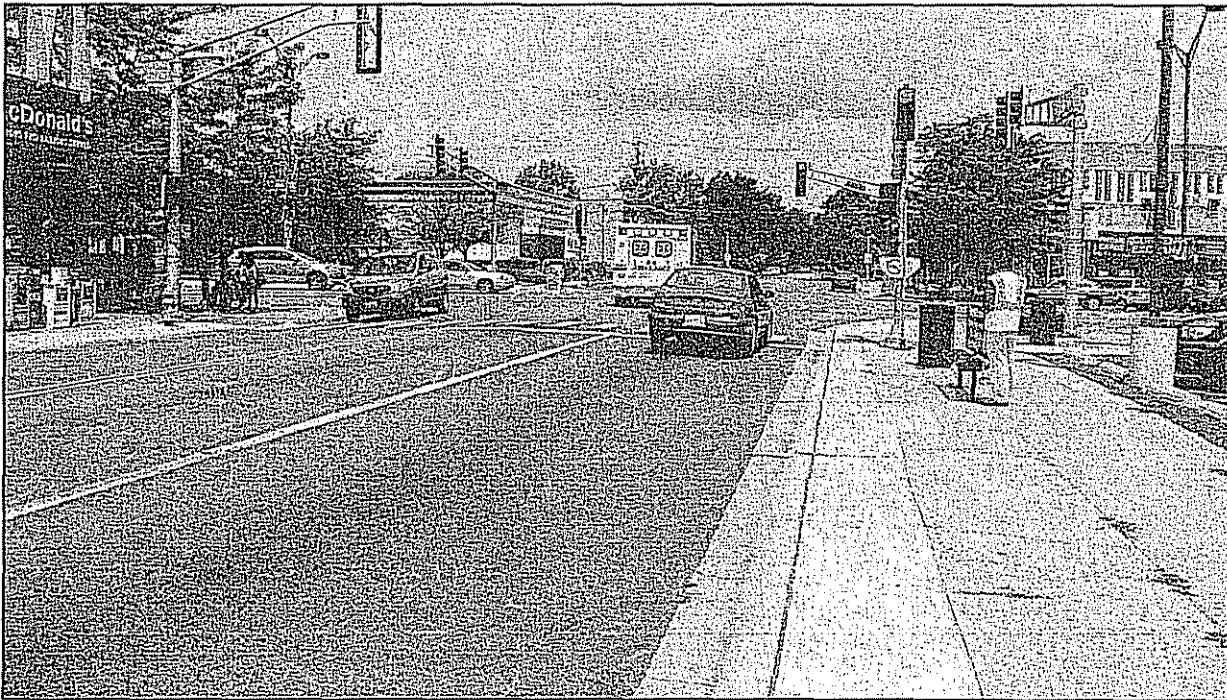
- East - 30,300
- West - 28,300



## C. Approaches

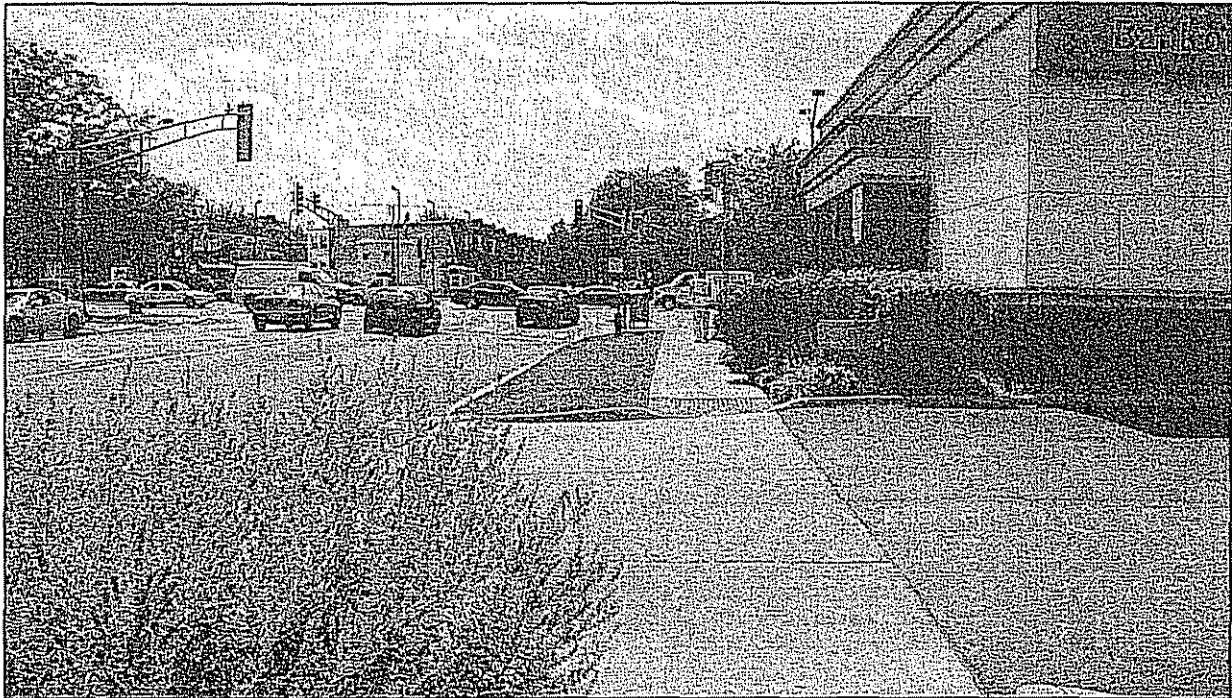
### Northbound Approach of Ridgeland Ave at Cermak Rd - Not Feasible (Low Traffic)

- The Traffic Controller box is installed at Northeast corner
- Cross walk
- 2 lanes
- Dedicated left turn lane
- Sidewalk
- Speed limit is 25 mph
- 2 Traffic lights
- Left turn traffic signal
- LED traffic lights installed (pic)
- No easement issue
- Possible location: 60 ft ~75 ft from the stop bar



**Southbound Approach of Ridgeland Ave at Cermak Rd - Not Feasible (Low Traffic)**

- Cross walk
- 2 lanes
- Dedicated left turn lane
- Sidewalk
- Speed limit is 25 mph
- 3 Traffic lights
- Left turn traffic signal
- No easement issue
- Bus stop next to the stop bar (pic)
- Possible location: 60 ft ~70 ft from the stop bar (grass)





**Eastbound Approach of Cermak Rd at Ridgeland Ave – Existing Camera (Redspeed)**

- Existing RLR camera
- Cross walk
- 4 lanes
- Dedicated left turn lane
- Dedicated right turn lane
- Sidewalk
- Speed limit is 35 mph
- 3 Traffic lights
- Left turn traffic signal
- No easement issue
- Possible location: 60 feet from the stop bar



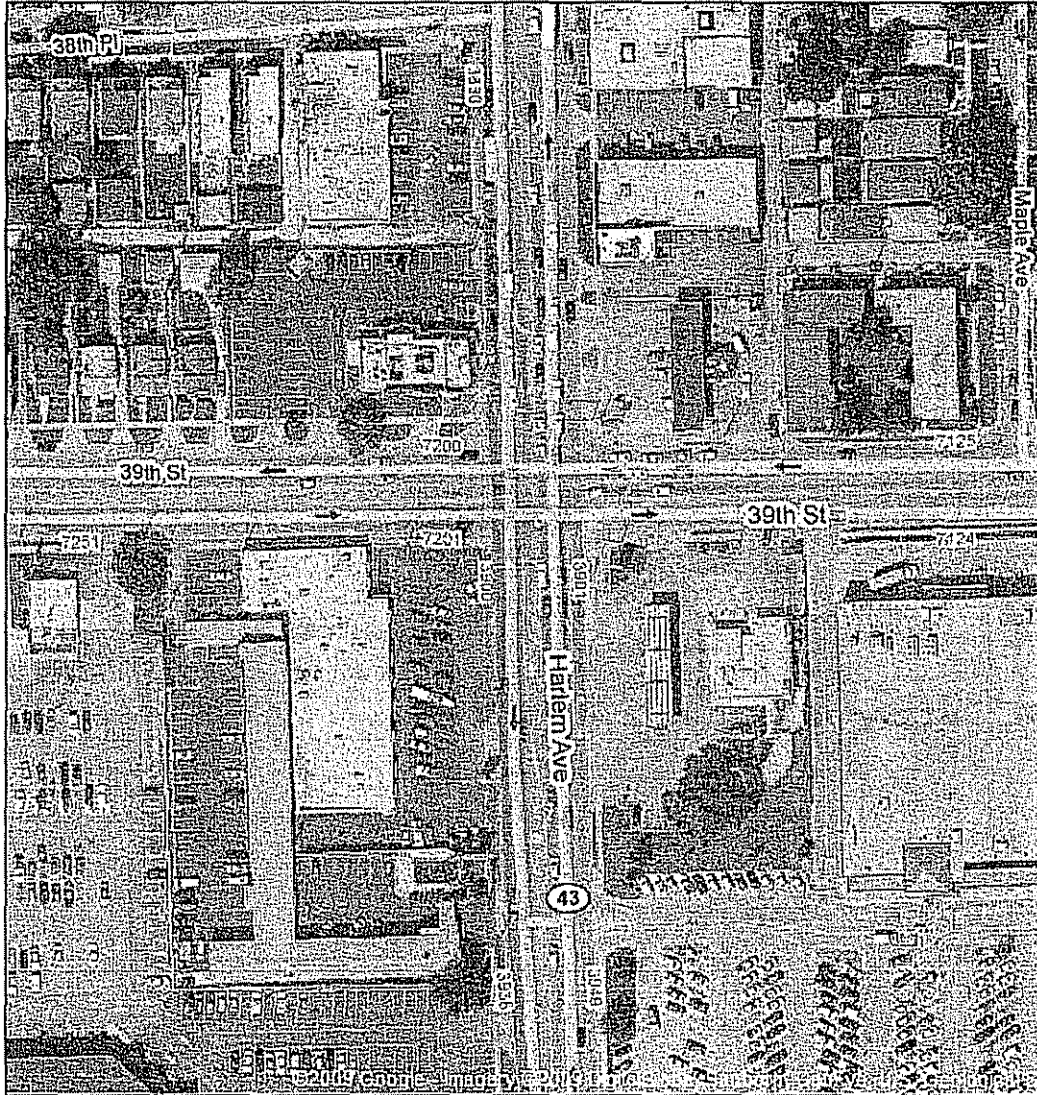
**Westbound Approach of Cermak Rd at Ridgeland Ave - Not Feasible**

- Cross walk
- 3 lanes
- Dedicated left turn lane
- Sidewalk
- Parking lot interference
- Speed limit is 35 mph
- 3 Traffic lights
- Left turn traffic signal
- Parking lot may interfere with the line of photography (pic)
- Possible location: N/A



# VI. Harlem Ave at Pershing Rd

## A. Aerial Photo





## B. Average Daily Traffic Count

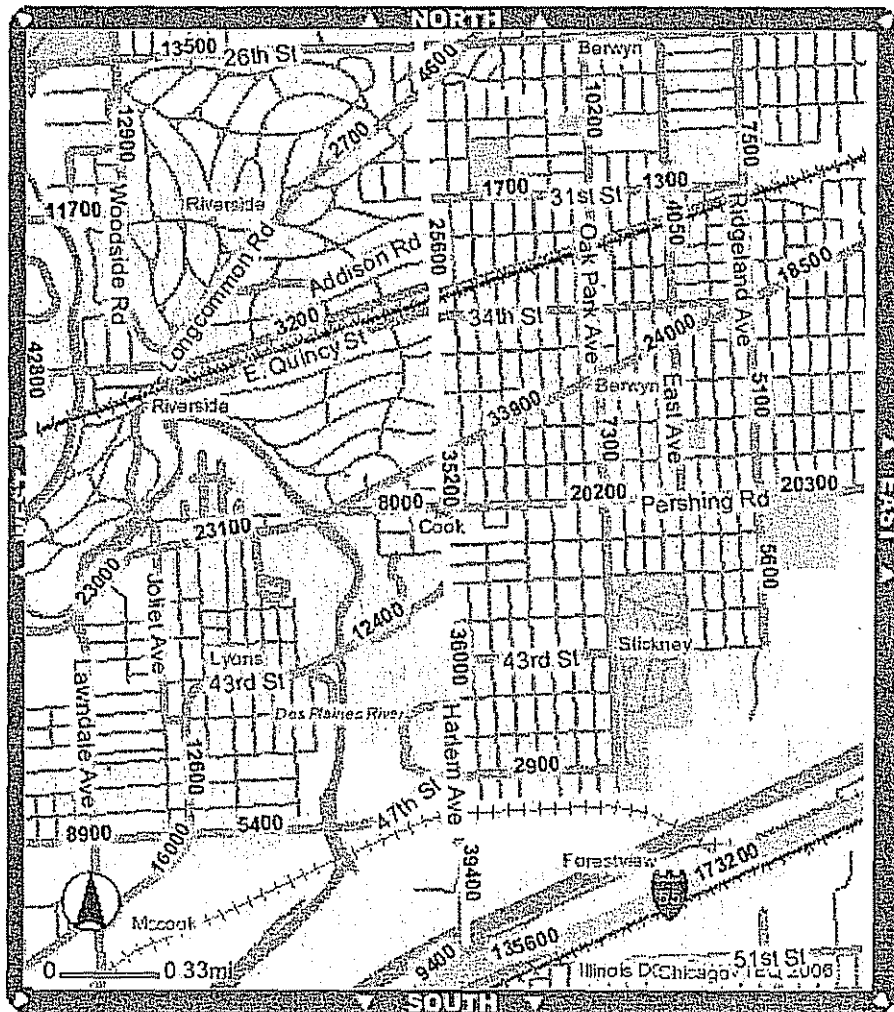
This information was obtained via the Illinois Department of Transportation website per the RLR Guideline document published by IDOT. Only ADT values were available, peak numbers were not provided.

### Harlem Ave ADT

- North - 35,200
- South - 36,000

### Pershing Rd ADT

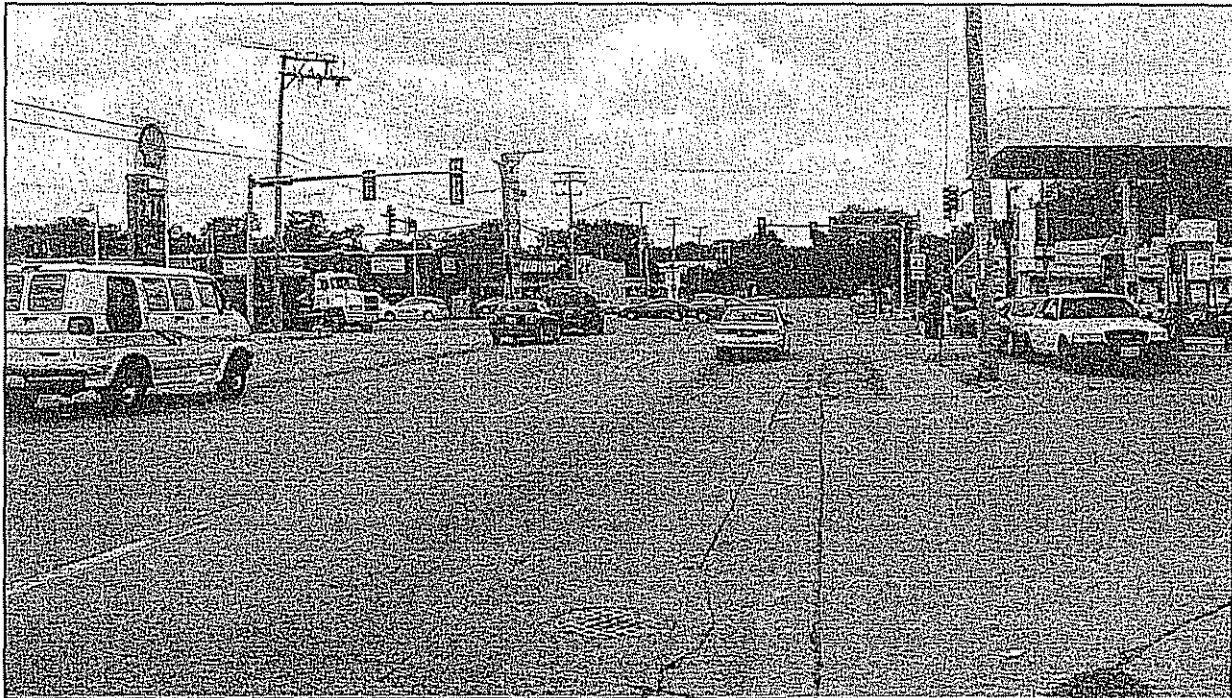
- East - 20,200
- West - 8,000



## C. Approaches

### Westbound Approach of Pershing Rd at Harlem Ave - Feasible

- The Traffic Controller box is installed at Southwest Corner
- No crosswalk
- 3 Lanes
- Dedicated left turn lane
- Speed limit is 30 mph
- Sidewalk
- 3 traffic lights
- Left turn traffic signal
- Incandescent lights should be replaced with LED type lights
- Pavement markings should be re-painted (pic)
- Possible location: 60 ft ~ 95 ft from the stop bar
- No easement issue



## VIII. Moving Forward

SafeSpeed, LLC recommends going forward with detailed traffic studies on the following approaches:

1. Northbound Cermak Rd and Harlem Ave
2. Westbound Cermak Rd and Harlem Ave
3. Northbound Cermak Rd and Oak Park Ave
4. Westbound Cermak Rd and Oak Park Ave
5. Eastbound Cermak Rd and Oak Park Ave
6. Westbound Harlem Ave and Pershing Rd

By having SafeSpeed, LLC conduct the video traffic studies, the City of Berwyn will be able to see the detailed traffic volume on each lane for 24 hours. SafeSpeed, LLC will also provide the exact number of violations hourly for each lane during the 24 hour period with 2 - 4 minute clips of violation video.

The next two pages will show the example of our traffic study on one approach and RLR process flow chart provided by IDOT (Illinois Department of Transportation).



### Example of our Traffic Study

#### Summary

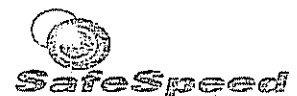
24-hour study summary conducted from 3 PM on Thursday, February 21<sup>st</sup> through 3 PM on Friday, February 22<sup>nd</sup>. A total of 8,611 vehicles were observed at this approach during the time of study. The system captured 142 red light violations during this time period. All captured violations were reviewed by a technician for accuracy. The tables below depict the information gathered during the study on an hourly basis in addition to the detailed violations reported.

Date and Time	Left Lane	Middle Lane 1	Middle Lane 2	Right Turn Lane	Total Volume	Violations
2/21/2008 3:00 PM – 4:00 PM	80	194	183	99	535	4
2/21/2008 4:00 PM – 5:00 PM	60	215	242	105	613	10
2/21/2008 5:00 PM – 6:00 PM	112	226	222	141	672	8
2/21/2008 6:00 PM – 7:00 PM	62	211	201	114	580	10
2/21/2008 7:00 PM – 8:00 PM	123	134	127	85	370	10
2/21/2008 8:00 PM – 9:00 PM	92	103	82	54	260	7
2/21/2008 9:00 PM – 10:00 PM	46	119	87	67	287	5
2/21/2008 10:00 PM – 11:00 PM	93	82	62	47	157	4
~	~	~	~	~	~	~
2/22/2008 8:00 AM – 9:00 AM	66	223	214	113	617	10
2/22/2008 9:00 AM – 10:00 AM	70	167	137	74	436	10
2/22/2008 10:00 AM – 11:00 AM	72	147	122	109	433	7
2/22/2008 11:00 AM – 12:00 PM	161	149	155	84	426	8
2/22/2008 12:00 PM – 1:00 PM	123	152	165	121	499	8
2/22/2008 1:00 PM – 2:00 PM	85	183	127	133	487	6
2/22/2008 2:00 PM – 3:00 PM	87	147	179	143	524	8
<b>Grand Total</b>	<b>875</b>	<b>3157</b>	<b>2975</b>	<b>1690</b>	<b>8611</b>	<b>142</b>

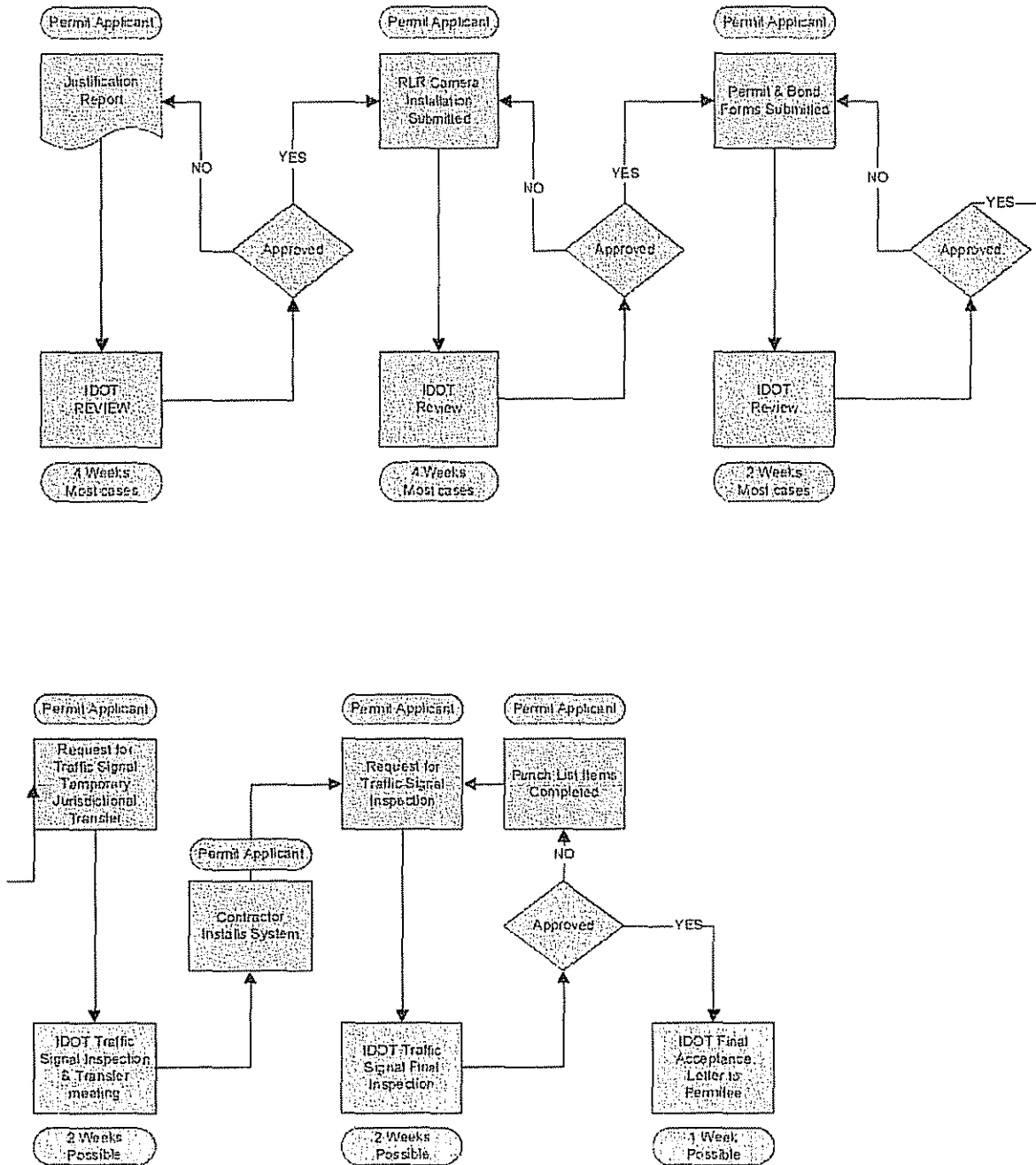
#### Red Light Violation Detail

Violations Time	Violation Type
02/21/2008 15:16:00	Right turn on red
02/21/2008 15:29:00	Right turn on red
02/21/2008 15:33:00	Right turn on red
02/21/2008 15:51:00	Right turn on red
02/21/2008 16:08:00	Right turn on red
02/21/2008 16:14:00	Right turn on red
02/21/2008 16:20:00	Right turn on red

Violations Time	Violation Type
~	~
02/22/2008 14:28:00	Right turn on red
02/22/2008 14:40:00	Right turn on red
02/22/2008 14:46:00	Left Lane
02/22/2008 14:55:00	Right turn on red
02/22/2008 14:56:00	Straight Through
02/22/2008 14:28:00	Right turn on red



## Illinois Department of Transportation Red Light Running Process Flow Chart



## PHOTO ENFORCEMENT PROGRAM AGREEMENT

**THIS AGREEMENT** (Agreement) made and entered into this ( ) day of September, 2009 by and between the City of Berwyn (City), located in Illinois and SafeSpeed, LLC. (Contractor) a limited liability company organized under the laws of the State of Illinois and with the City (the Parties).

### WITNESSETH

**WHEREAS**, the City desires to enter into an Agreement with Contractor to provide equipment, processing and other services to enable it to use Red Light Enforcement Systems (Systems) to enforce its traffic laws where permissible;

**WHEREAS**, the Mayor, as well as Trustees find that the use of an automated traffic enforcement system will benefit the public's health, safety and welfare;

**WHEREAS**, the City has taken all appropriate legislative steps or has valid executive authority necessary for the execution of this Agreement;

**WHEREAS**, Contractor holds itself out to the City as having the expertise to furnish, install, operate and maintain Systems and related services; and,

**NOW THEREFORE**, for and in consideration of mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

#### **ARTICLE 1: ACCEPTANCE OF CONTRACT**

This Agreement, including all Exhibits attached hereto and made a part hereof, contains the entire understanding of the Parties. Accordingly, the Agreement supersedes any prior commitments, promises and/or negotiations between the Parties unless otherwise provided herein, and it may be amended only in writing, as agreed by the Parties.

#### **ARTICLE 2: SCOPE OF WORK**

In accordance with the terms of this Agreement, the Contractor shall furnish and install all units, labor, materials, equipment and maintenance related to the installation and ongoing operation of the Systems. Contractor will collect payments from the public based on civil citations issued relative to red light running violations. The services to be provided by Contractor to the City under this Agreement are described in greater detail in the document attached hereto as Exhibit A.

### **ARTICLE 3: EQUIPMENT**

- 3.1 Contractor will install Systems at mutually agreed upon approaches; however, these approaches must be approved by the Illinois Department of Transportation (IDOT) before any installation(s) can proceed whether or not the Parties want and or believe a System should be installed unless said System(s) is to be installed on a road outside of IDOT's jurisdiction. The Parties may agree from time to time to add, subtract, or modify locations where the System(s) shall be installed and maintained, such modification(s) shall be in writing and made a part of Attachment B. Attached hereto and made a part hereof is Attachment B which sets forth those approaches the Parties have agreed upon.
- 3.2 Each System, operated by Contractor shall provide the City with rear license plate photos and a wide-angle intersection view capable of showing the violator vehicle both before and after entering the intersection. All installation, maintenance, services and repairs on the Systems are included in the established fee for the Systems.
- 3.3 All equipment, including equipment lent to City personnel to affect the Photo Enforcement process, as well as all intellectual property, shall remain the property of Contractor. Each system installed shall remain the property of Contractor.

### **ARTICLE 4: CHANGE OF LOCATION**

If Contractor deems that traffic violations at a location at which a System is installed fail to rise to a level that warrants the System or falls below a level that warrants the System (see Article 9.2), the System may be removed from service at Contractor's sole discretion; or, may be moved to a new location at the expense of the Contractor and upon mutual agreement as to the new location. All new locations will be evidenced in writing and made a part hereof and appended hereto. If no suitable new location is found, Contractor shall remove the System at no expense to City and no termination fee shall apply.

### **ARTICLE 5: SIGNAGE**

Contractor, at its expense, shall provide all Enforcement signage to be placed in advance of each enforced approach.\*

*\*An approach is defined, for purposes of this Agreement, as any number of lanes of traffic, single street direction, monitored by camera(s), video camera(s), controller(s), vehicle sensors and related networking devices*

### **ARTICLE 6: VIOLATION DETERMINATION**

- 6.1 City will review all video and photographic evidence of possible traffic enforcement violations within ten (10) days of receiving such evidence; and, City will have ultimate responsibility for determining whether a traffic violation occurred and a citation should issue.

- 6.2 City will integrate the prosecution of violations and/or the challenges to citations into its present adjudicative/administrative hearing processes – this will be at the sole expense of City.

#### **ARTICLE 7: SERVICE FEES**

- 7.1 Contractor shall collect fees for the execution of services including, but not limited to the following: *Incident Capture, Initial Violation Review, Registration Retrieval, Citation Mailing, Payment Processing and Customer Service*. A schedule of these fees is attached hereto and made a part hereof as Exhibit A. These fees shall remain the same throughout the term of the initial contract. The fees may be adjusted during either of the terms of renewal if mutually agreed upon in writing to account for increases in labor and operating costs or changes in legislation.
- 7.2 Contractor will only be paid service fees on collected citations except in those instances in which City requests a ticket not be issued after an initial determination that a citation could have been issued as it did not fall as an “Exception” as per Exhibit A. In such case, City shall be responsible for Contractor’s fees for the three (3) services rendered – *Incident Capture, Initial Violation Review and Registration Retrieval*.

#### **ARTICLE 8: REVENUES AND REMITTANCE TO CITY**

- 8.1 All revenues collected from paid citations during a calendar month, less the initial deduction of Contractor’s service fees, shall be remitted to the City within thirty (30) days after the end of such calendar month. The only exception to this shall be the first cycle of collected revenues as related to each System, where Contractor shall require sixty (60) days plus five (5) business days for delivery (if not delivered by wire).
- 8.2 All revenues collected from paid citations will be accounted for in accordance with generally accepted accounting principles. Contractor will provide a report of accounting to City within thirty (30) days after the end of each calendar month in which revenues have been collected.
- 8.3 In the event a citation is contested and a fine is levied against and, collected from the registered owner of the violator vehicle, by the City Adjudicative Branch, Contractor remains entitled to full payment of all services outlined in Exhibit A as attached and made a part hereof. Such payment to Contractor will be made as an adjustment to that owing City from Contractor at the end of each month through a reconciliation process.



## **ARTICLE 9: TERM, RENEWAL, MODIFICATION, TERMINATION**

- 9.1 The term of this Agreement shall be for a period of three (3) years with the option to renew for a two (2) year period under the same terms and conditions commencing the date first ascribed above (Effective Date). The Parties acknowledge and agree that the Agreement is not one for the conveyance of personal services and shall survive the expiration of the term of the duly elected officials of the City.
- 9.2 The addition, subtraction, or modification of sites will be reduced to writing and be considered an amendment to this Agreement. The City and Contractor shall be subject to the terms and conditions set forth in this Agreement with respect to any and all additional System installations. If at any time thereafter it is determined that the number of citations issued, based on incidents captured by the System installed fail to reach or fall below an average of five (5) collected violations per day over a thirty (30) day period, Contractor reserves the right to take action as described in Article 4 above.
- 9.3 Notwithstanding anything contained in this Agreement to the contrary, if legislation or court decisions make it reasonably impossible to operate these Systems as originally contemplated by the Parties, this Agreement may be terminated immediately by either of the Parties upon written notice setting forth the reasons for said termination. In such case, Contractor retains the right to remove any and all systems and all other property of the Contractor in the possession or control of the City.
- 9.4 City may terminate this Agreement for Cause. In this case, "Cause" is defined as: Contractor's inability to erect a fully functioning system within twelve (12) months from the date of execution of this Agreement; and/or embezzlement, misappropriation of funds, other acts of dishonesty, and/or significant activities willfully engaged in by Contractor that are materially harmful to City's reputation.
- 9.5 Contractor may terminate this Agreement for Cause. In this case, Cause is defined as: embezzlement, misappropriation of funds, other acts of dishonesty, and/or significant activities willfully engaged in by City, to and including, any of its officials, that are materially harmful to Contractor's reputation.
- 9.6 Should the contract be terminated by City without cause within three hundred sixty-five (365) days of execution of this Agreement (each Amendment to the Agreement shall be bound by the same terms), Contractor shall be entitled to recover its investment in time, installation costs, and capital equipment from City, in the amount of Seventy-Five Thousand Dollars and No One Hundredths (\$75,000.00) per approach (Termination Fee). The obligation by City to pay Contractor the Termination Fee is the mandatory debt and obligation of City that shall be paid upon demand by Contractor. The termination fee is not a limitation of damages or remedies, but is in addition to any and all other damages that may

be incurred by Contractor in the event of termination. Contractor retains and does not waive any remedies available to it at law or in equity against City in the event of termination of this Agreement without cause by City.

Termination by City, without cause, shall be deemed a material breach of this Agreement and, upon such breach, Contractor may immediately remove any and all systems and other property of Contractor's in the possession or control of City.

#### **ARTICLE 10: WARRANTY**

Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with manufacturer's specifications. Contractor shall perform its services with care, skill and diligence, in accordance with all applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all services furnished under this Agreement. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing its services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation, correct or revise any errors or deficiencies.

#### **ARTICLE 11: COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement or required permits or certificates) in Contractor's performance under this Agreement. This includes any applicable state or local law, rule or regulation affecting safety and health. Contractor agrees to defend, indemnify and hold harmless City, its officials, officers, agents and employees for any loss, damage, penalty, fine or liability sustained because of Contractor's noncompliance with this Agreement or provisions under the law.

#### **ARTICLE 12: INSURANCE**

- 12.1 Contractor shall procure and maintain throughout the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with products, materials, Systems and services supplied to City.
- 12.2 A reputable insurance company, qualified to conduct business in the United States, shall provide the above referenced insurance. The insurance shall be maintained in full force and effect during the term of this Agreement and shall protect Contractor, its employees and subcontractors from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent acts or omissions of Contractor, its employees or subcontractors in the performance of the services covered herein.

### **ARTICLE 13: INDEMNIFICATION**

13.1 Contractor agrees to indemnify, defend, save and hold harmless the City, its Agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind of nature whatsoever (including attorneys' fees and costs), which may be incurred on account of injuries to, or death of, any person or persons or damage to any property occurring directly or indirectly from, or which may in any way be related to, the gross negligence or willful misconduct of Contractor or any of its employees, agents, servants, associates or subcontractors.

13.2 City agrees to indemnify, defend, save and hold harmless Contractor, its Agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind of nature whatsoever (including attorneys' fees and costs), which may be incurred on account of injuries to, or death of, any person or persons or damage to any property occurring directly or indirectly from, or which may in any way be related to, the gross negligence or willful misconduct of City or any of its employees, agents, servants, associates, or subcontractors.

Further, City agrees to indemnify, defend, save and hold harmless Contractor, its Agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind of nature whatsoever (excluding attorneys' fees and costs) which may be incurred on account of any person or persons challenging City's right and authority to issue citations under a Photo Enforcement Program of any sort or kind and/or claiming injury to self or property because of such program.

### **ARTICLE 14: ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements and understandings, written or oral, between the parties related to the subject matter hereof. No modifications of this Agreement shall be valid unless made in writing and signed by both parties hereto.

### **ARTICLE 15: REMEDIES & SEVERABILITY**

Contractor and City agree that all Parties have all Uniform Commercial Code rights, duties and remedies available to them as well as remedies under law and this Agreement.

If any provision of this Agreement shall be held or deemed to be, or shall in fact, be unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of

any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

**ARTICLE 16: GOVERNING LAW**

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Parties submit themselves to the exclusive jurisdiction of those courts located in Cook County, Illinois with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

**ARTICLE 17: FORCE MAJEURE**

Notwithstanding any other provision of this Agreement, Contractor shall not be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement, including but not limited to, the scope of services set forth herein, which result from circumstances or causes beyond Contractor's reasonable control, including without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority.

**ARTICLE 18: NO RESPONSIBILITY FOR LOSS**

Notwithstanding any other provisions of this Agreement, Contractor is not responsible for any monetary losses to City due to System malfunction or failure at any time.

**ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY**

Contractor agrees that on the selection of any subcontractor or the use of workers or employees that it will not in any way discriminate against any person, company or corporation due to race, nationality or origin.

**ARTICLE 20: COMMUNICATION AND NOTICES**

No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure and the local rules of the Circuit Courts of Cook and Will Counties and the local rules governing the U.S. District Court. Any and all communications and notices required by this Agreement shall be forwarded by facsimile and sent by certified mail to the following:

**SafeSpeed, LLC.**  
**118 N. Clinton, Suite 200**  
**Chicago, Illinois 60661**  
**Fax: 877 237-2302**

**The City of Berwyn**  
**6700 26<sup>th</sup> Street**  
**Berwyn, Illinois 60402**  
**Fax:**

**ARTICLE 21: ASSIGNMENT OF AGREEMENT**

Notwithstanding anything to the contrary in this Agreement, Contractor shall have the right to make, with City's consent, any assignment of this Agreement to: (a) any entity with which, or into which, Contractor may consolidate or merge; or, (b) any entity acquiring all or substantially all of the assets of Contractor. Contractor shall notify City within sixty (60) calendar days of any assignment of this Agreement.

**ARTICLE 22: UNABLE TO CONTINUE**

In the event Contractor is unable to continue to maintain and support the System(s), Contractor will advise City of same in writing giving a minimum of sixty (60) days notice to City. City may then proceed to enter into contract with another vendor for the same and/or similar services. There will be no penalty to either party.

**ARTICLE 23: NO WAIVER**

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of the Agreement.

**ARTICLE 24: CONFIRMATION AND AUTHORITY**

The City and Contractor for themselves and their successors, executors, administrators and assigns agree to the full performance of this Agreement. The persons signing below on behalf of the City and Contractor certify that each is an agent possessed of authority to bind the City and Contractor to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**The City of Berwyn**

**SafeSpeed, LLC.**

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

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

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

Name: Nikki M. Zollar

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

Title: President

# PHOTO ENFORCEMENT PROGRAM AGREEMENT

## EXHIBIT A

### FEES

Contractor compensation is based on "Fee Per Services" as set forth herein. Said fees become due Contractor per occurrence of fines actually collected by Contractor. City shall have no obligation to pay Contractor any fees or other costs related to violations that have been identified and processed but which have not been collected (except as outlined in Article 7.2 of the Agreement). The activity based fees are inclusive of all Contractor fees for the program including provision, installation and maintenance of all equipment.

The Fee Schedule (attached to and made a part of the Agreement) is as follows:

<b>Incident Capture</b>	<b>\$8.00</b>
<b>Initial Violation Review</b>	<b>\$8.00</b>
<b>Processing &amp; Registration Retrieval</b>	<b>\$8.00</b>
<b>Citation Mailing</b>	<b>\$8.00*</b>
<b>Payment Processing &amp; Customer Services</b>	<b>\$8.00</b>

*\*Contractor recommends charging late fees (penalties) on a graduated basis to encourage prompt payment for citations unpaid after thirty (30). Contractor's fee for mailings will be based on the number of mailings and fines collected for each citation. At sixty (60) days of non-payment, the file should be sent to Collections.*

### ACTIVITY DESCRIPTIONS

**Incident Capture:** Contractor will provide digital camera systems capable of reliably capturing clear, photographs of the rear of vehicles, specifically capturing images of license plates on those vehicles whose drivers commit red light violations. Live video feed of each intersection will also be provided to the City for surveillance purposes.

**Initial Violation Review:** Contractor's processors will screen each incident in order to eliminate any incidents which fall within one of the two exception categories listed below. *(For purposes of this Agree, an incident is defined as that instant in which a vehicle passes the white line at an intersection after a red signal has been activated on a traffic light.)*

Exceptions fall within two (2) categories: “Controllable Exceptions” and “Uncontrollable Exceptions.”

**Controllable Exceptions** include all issues that are equipment related and therefore are the responsibility of Contractor. These exceptions are:

- Camera Malfunction (as well as Damage to Camera/Pole)
- Flash did not Fire when necessary

**Uncontrollable Exceptions** are:

- Driver did not actually run red light, e.g., driver clearly put on the brakes and stopped before entering the intersection
- No license plate on vehicle
- License plate unreadable
- Emergency vehicles
- Funeral processions
- Unable to identify vehicle’s registered owner
- Vandalism
- Weather

As there are no charges for incidents that fall into either of the above mentioned categories, the Parties have deemed these lists “Exhaustive” and the Parties will have to approve of, and agree to, any amendments to the lists.

All other incidents will be sent to City for review by authorized Law Enforcement Personnel. Law Enforcement Personnel will access Contractor’s web-based software in order to review each incident that has been screened by Contractor and staged as a possible violation record for review. Law Enforcement Personnel will either accept or deny each possible violation record. Law Enforcement Personnel will review each incident within ten (10) days of referral by Contractor.

**Processing and Registration Retrieval:** Contractor will process all actual violations using web-based software. Included in each citation will be:

- Date
- Location Code
- Violation Identification
- Amber Time
- Red Time (time into the red phase)
- Image Number/Unique Identifier
- Lane
- Direction of Travel
- Camera ID

For each processed incident, Contractor will retrieve registered vehicle owner information. *Note: City must provide Contractor access to all Department of Motor Vehicle (DMV)/Secretary of State records and/or databases.*

**Citation Mailing:** Upon Law Enforcement approval, each pending violation record will become an actual violation and a citation will print. The citations will be mailed (and will include a return payment envelop). Each citation shall include, among other items, a minimum of three (3) images showing the vehicle entering the intersection with the controlling traffic signal red, the vehicle in the intersection with the controlling traffic signal red, and a close up view of the rear of the vehicle with license plate. Contractor will perform a second mailing if necessary before turning the “files” over to City or its collection agent for collection. If collection efforts by the City or its collection agent are successful, Contractor will receive Forty-Eight Dollars (\$48.00) for those services it rendered before collection proceedings.

All citations returned to Contractor as “Undeliverable” will be turned over to City or its collection agent for collection. If collection efforts by the City or its collection agent are successful, Contractor will receive Forty Dollars (\$40.00) for those services it rendered before collection proceedings.

**Payment Processing and Customer Service:** Contractor will collect all payments, whether by check or electronic payment except those made through City’s Adjudication/Hearing Process and/or those made at a City site directly.

Additionally, Contractor will provide response to all public inquiries regarding the program and will provide a toll-free number for citizens to call with questions about citations. Contractor will insure that all inquiries will be handled quickly and professionally.

#### **ADMINISTRATIVE HEARINGS (COURT HEARINGS)**

Contractor will support the City’s administrative hearings for those challenging their citations. Administrative hearings and court costs are the sole responsibility of City and are not shared by Contractor.

#### **EXPENDITURES**

Contractor will be responsible for the following up-front costs of the program: Engineering plans, hardware, software, installation, signage, and labor.

Additionally, Contractor will provide “Content” for marketing efforts undertaken by the City in both English and Spanish (if requested). Further, if requested by City, Contractor will provide personnel to speak at public forums, on radio and/or television up to and including thirty days designated as the City’s “Public Awareness Campaign,” at no cost to the City. City, however, will be responsible for printing all “Public Awareness Campaign” materials as well as the cost of those materials, if any; the City will also be responsible for the cost of any airtime or other media exposure, such as news and magazine articles.



**MAINTENANCE**

Contractor will maintain all installed photo enforcement Systems and associated equipment in good working order. Contractor will respond to any notification of equipment failure within 24 hours and return to service the affected equipment within an additional 48 hours or advise City of the reason for delay in returning the equipment to service. Failure of equipment due to knockdown, vandalism or other damage beyond the control of contractor shall not be subject to the above requirements, however, Contractor will make best efforts to return equipment to service as soon thereafter as practicable.

**REPORTING**

Contractor will keep true and accurate records of revenue and expenses along with associated program statistics. Contractor will provide access to its web-based reporting module so that all aspects of the program can be tracked on a daily basis from performance to finance. City personnel will be able to access this report module over the Internet anytime through Contractor's site with a secure log-on.

## **PHOTO ENFORCEMENT PROGRAM AGREEMENT**

### **EXHIBIT B**

It is the intention of the Parties to install and to have installed Systems at the following approaches, pending approval by IDOT (where necessary):

J-4

Robert J. Lovero  
Mayor



John Wysocki  
Finance Director

**A Century of Progress with Pride**

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

To: Mayor Robert Lovero and the City Council

From: John Wysocki

Date: September 4, 2009

Subject: Resolution to Draw on the \$2 million Line of Credit

The ordinance that was passed at the July 14, 2009 City Council meeting authorizing the establishment of a line of credit required that a resolution be passed by City Council prior to drawing on the line. In order to provide sufficient funds to pay the bills that will be approved at the September 8 meeting, it will be necessary to draw on the line of credit. I am therefore requesting your approval of the attached resolution.

Also attached is a revised copy of the promissory note. The two significant changes from the sample note that was attached to the original ordinance are: 1) a reduced interest rate of prime minus 1% with no floor which was negotiated by Brian Pabst and 2) a clarification that the line is secured by the City's deposit accounts held by the bank only after an event of default by the City.

Thank you.

**PROMISSORY NOTE**

**\$2,000,000.00**  
**Loan No. 11708866**

**Berwyn, Illinois**  
**September 9, 2009**

FOR VALUE RECEIVED, the undersigned, CITY OF BERWYN, an Illinois municipal corporation (the "Borrower"), hereby promises to pay to the order of CITIZENS COMMUNITY BANK OF ILLINOIS (the "Lender") the principal sum of TWO MILLION AND 00/100THS (\$2,000,000 00) DOLLARS, or so much thereof as may be outstanding from time to time, together with interest on any unpaid balance from the date hereof at the variable rate of ONE PERCENT (1.00%) LESS THAN THE PRIME RATE OF THE WALL STREET JOURNAL, AS ANNOUNCED FROM TIME TO TIME, computed daily on the basis of a three hundred sixty (360) day year for each day all or any part of the principal balance hereof shall remain outstanding (hereinafter called the "Regular Rate") AT NO TIME, HOWEVER, SHALL THE REGULAR RATE BE SET ABOVE THE PRIME RATE OF LENDER AS ANNOUNCED FROM TIME TO TIME

Installment payments of interest accruing on the unpaid principal balance will be due and payable on a monthly basis commencing on SEPTEMBER 9, 2009, and on the 9th day of each month thereafter. The entire unpaid principal balance, along with any accrued unpaid interest, fees and costs shall be due and payable on SEPTEMBER 9, 2011 (the "Maturity Date").

This Note is executed in accordance with the terms and conditions of a Revolving Line of Credit Loan Agreement of even date herewith between Borrower and Lender.

In the event that any monthly installment is not received on or before the tenth (10th) day after the due date thereof, in addition to any other permitted charges hereunder, a "late payment" fee shall be due and owing to the holder of this Note in the amount of ten (10%) percent of the amount

of the past due monthly installment; provided, however, that nothing in this paragraph shall affect the accruing of interest at the rate hereinabove set forth due on any principal amount outstanding until paid, and nothing in this paragraph contained shall authorize the holder hereof to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law

If this Note is placed in the hands of any attorney for collection or if suit is brought thereon, the undersigned agrees to pay all reasonable attorney fees and all other costs of collection

The undersigned represents that the loan evidenced by this Note is a business loan within the purview of 815 ILCS 205/4(1)(c) and agrees that this Note shall be construed and governed by the laws of the State of Illinois.

Both principal and interest are payable at such place as the legal holder or holders hereof may from time to time in writing appoint, and in default of such appointment, then at the office of CITIZENS COMMUNITY BANK OF ILLINOIS, 3322 South Oak Park Avenue, Berwyn, Illinois 60402

Borrower will be in default if any of the following happens: (a) the Borrower fails to make any payment when due, (b) the Borrower breaks any promise made to CITIZENS COMMUNITY BANK OF ILLINOIS or the holder of this Note, or the Borrower fails to comply with or perform when due any other term, obligation, covenant or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan the Borrower has with CITIZENS COMMUNITY BANK OF ILLINOIS, (c) the Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of the Borrower's property or the Borrower's ability

to repay this Note or perform the Borrower's obligations under this Note or any other agreement related to this Note, (d) any representation or statement made or furnished to CITIZENS COMMUNITY BANK OF ILLINOIS by the Borrower or on behalf of the Borrower is false or misleading in any material respect either now or at the time made or furnished, (e) the Borrower dies or becomes insolvent, a receiver is appointed for any part of the property of the Borrower, the Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by the Borrower or against the Borrower under any bankruptcy or insolvency laws, (f) any creditor tries to take any of the property of the Borrower on or in which CITIZENS COMMUNITY BANK OF ILLINOIS has a lien or security interest, including but not limited to, a garnishment of any of the Borrower's accounts, including deposit accounts, with CITIZENS COMMUNITY BANK OF ILLINOIS, (g) any of the events described in this paragraph occurs with respect to any guarantor of this Note, (h) a material adverse change occurs in the Borrower's financial condition, or CITIZENS COMMUNITY BANK OF ILLINOIS believes the prospect of payment or performance of the indebtedness is impaired, or (i) CITIZENS COMMUNITY BANK OF ILLINOIS in good faith deems itself insecure. An event of default shall cause the entire unpaid indebtedness evidenced hereby together with accrued interest hereof to become due and payable at once at the place of payment aforesaid at the election of the holder hereof, said election to be made at any time after such default has occurred. In the event of default, interest shall, at Lender's option, accrue at the rate of FIVE PERCENT (5.00%) IN EXCESS OF THE REGULAR RATE, computed daily on the basis of a three hundred sixty (360) day year for each day all or any part of the principal balance hereof shall remain outstanding (hereinafter referred to as the "Default Rate") until paid.

The holder of this Note shall have a right to set-off, at any time after an event of default

without notice to the undersigned, any and all deposits or other sums at any time or times credited by or due from holder to any of the undersigned, whether in a special account or other account or represented by a certificate of deposit (whether or not matured), which deposits or other sums shall, at all times, constitute additional security for this Note. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively served if personally delivered or three (3) days after having been mailed by United States Mail, postage prepaid to the parties hereto at the addresses shown below or at such other addresses as the parties hereto may by notice specify:

- (a) If to Lender: CITIZENS COMMUNITY BANK OF ILLINOIS  
3322 South Oak Park Avenue  
Berwyn, Illinois 60402
  
- (b) If to Borrower: CITY OF BERWYN  
c/o John Wysocki, Finance Director  
6700 W 26th St  
Berwyn, Illinois 60402

IN WITNESS WHEREOF, this Instrument has been executed and delivered as of the date first above written

CITY OF BERWYN, an Illinois municipal corporation

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

By: \_\_\_\_\_  
Thomas J. Pavlik, City Clerk

JS

Robert J. Lovero  
Mayor



Patrick J. Ryan  
Public Works Director

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 49-4700 Fax: (708) 749-9503  
www.berwyn-il.gov

September 2, 2009

To: Mayor Robert J Lovero & City Council Members  
From: Patrick Ryan, Public Works Director  
Re: Request to Seek Bids for Holiday Decorations

Staff is requesting approval to distribute an RFP for the Holiday Decorations Program. The attached revised RFP encompasses all comments and changes received over the three years.

The contract award for this program will be for a one year basis and will follow the type of decorations. All proposals must include new decorations for the first year and routine maintenance.

**Recommended Actions:**

Staff recommends the City Council allow the publishing of a Request For Bids for the Holiday Decorations Program during the September 8, 2009 City Council meeting.



**SECTION I REQUEST FOR PROPOSAL**

**2009 HOLIDAY LIGHT DECORATIONS FOR THE CITY OF BERWYN**

**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. 26<sup>th</sup> 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 Light Decorations**" **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

**PROPOSALS ARE DUE NO LATER THAN:** 12:00 p.m., on October 9<sup>th</sup>, 2009 Proposers shall submit four (4) copies of their proposal.

Bids will be opened and awarded at the regularly scheduled City Council Meeting on October 13<sup>th</sup>, 2009.

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 bids responses which are received later than the date and time stated below.

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal must be submitted no later than September 23, 2009 by e-mailing or calling the following City Representative:

Public Works Director  
[Pryan@ci.berwyn.il.us](mailto:Pryan@ci.berwyn.il.us)  
(708) 749-4700

**INDEX:**

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

## SECTION II SEPCIFIC CONDITION AND INSTRUCTIONS TO THIS PROPOSAL

### A. SCOPE:

The City of Berwyn is soliciting proposals from qualified professional firms to provide Holiday Outdoor Light Decorations for a one year period beginning November 20, 2009. 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 installed between November 9, 2009 and November 16, 2009 and removed between January 18, 2010 and January 21, 2010.

### 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 Director of Public Works no later than September 22, 2009.
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.
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/of 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:
  - 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 tour 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 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 accept commodities delivered which do not meet specifications, or are substandard in quality, subject to an adjustment in price to be determined by the City.
5. The Vendor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the vendor shall bear all risk for rejected commodities after 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 must be complete to be considered for award.
2. The City reserves the right to qualify, accept or reject any or all vendors and accept any proposal deemed to be in the best interest of the City. The City of Berwyn reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Berwyn reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to, delivery time, the proposed 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.

**E. EVALUATION PROCESS:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The Public Works Director 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 Public Works Director reserves the right to request the offeror to provide additional information during this process.

**SPECIFIC CONDITIONS AND INSTRUCTIONS:**

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

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

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

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

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

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

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

**A. CONDITIONS FOR PROPOSING**

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

City Clerk's Office  
City of Berwyn  
6700 W 26<sup>th</sup> 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 arising out of or resulting from the Proposer's operations under this document.

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

(3). Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

**d. Additional Insurance Requirements**

Owner's Insurance shall not include coverage for losses or damage caused by the negligent act or omissions of Contractor or Subcontractors, or for damage to material or equipment while under the control of or stored by Contractor 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 manufacture's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified-by the City unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her 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 in upon the proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The proposer shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the proposal. The proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contract person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made within addendum. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date.

#### D. **SECTION OF FIRM**

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The city also reserves the right to reject a similar nature, or proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful proposer is selected. Criteria for selection will include but not limited to:
  - Ability to provide the type and quality of service that best meets the needs of the City.
  - Organization, size, management and structure of the firm to provide service.
  - Experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments
  - Satisfactory reference checks of clients on similar projects.



- Previous and existing compliance with laws and ordinances relating to contracts with the City and to the proposer's employment practices.
- Whether the proposer is in arrears to the City, in debt on a contract or is a defaulter on a surety or other agreement with the City.
- If a reasonable doubt arises as to proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.
- Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

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

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.
4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$200.00, Two hundred dollars).
5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the city.  
Formal presentations will be scored and evaluated by the Public Works Director who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.
6. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project.
7. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

#### **E. GENERAL CONTRACT PROVISIONS**

1. **CONTRACT AWARD.** Upon City's selection and satisfactory between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in binding contract with out further action by either party. The contract shall be on forms provided by the City; or if the proposer's contract document is used, the City reserves the right to modify and document to conform to the request for proposal and to do so in the light most favorable to the City.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.

3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent for appropriations available to each project. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriation for the following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variables in the terms of a 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. 30<sup>th</sup> Street  
Berwyn IL 60402

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

2009

AREA I \_\_\_\_\_

AREA II \_\_\_\_\_

AREA III \_\_\_\_\_

AREA IV \_\_\_\_\_

AREA V \_\_\_\_\_

UNIT COST

- 48" O.D. Lit Double Faced Wreaths Decorated Unlit Roping: \_\_\_\_\_
- 48" Unlit Natural Balsam Wreaths with Red Bows and Roping: \_\_\_\_\_
- 48" Natural Balsam Wreaths with Red Bows and Roping; Lit Where Possible: \_\_\_\_\_
- Additional Large Red Bows: \_\_\_\_\_

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, both lit and unlit, where specified by the City of Berwyn. The contractor is responsible for installation, maintenance and removal of decorations.

The decorations are to be installed by November 16<sup>th</sup> and removed by January 21<sup>st</sup>. The contract will cover a one year period 2009-2010.

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

(28) Commercial poles to be decorated with 48" O.D. lit double faced wreaths decorated unlit roping; alternating every other 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 48" unlit natural balsam wreaths with large red bows and roping; alternating every other pole.

(61) Ornamental poles on Cermak Road, Lombard Avenue to Home Avenue to be decorated with 36" O.D. lit double faced wreaths decorated with unlit roping; 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 48" unlit natural balsam wreaths with large red bows and unlit roping.



**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 – 32<sup>nd</sup> Street to 34<sup>th</sup> Street  
(both sides of Oak Park Avenue)

Grove Avenue – 32<sup>nd</sup> Street to 34<sup>th</sup> Street  
(both sides of Grove Avenue)

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

(124) Commercial poles decorated with 48” natural balsam wreaths with large red bows and roping; lit where possible.

(53) Platform decorative poles to be decorated with large red bows and roping; lit where possible.

(5) Pine trees (existing) at the Oak Park Avenue Train Station platform decorated with white lights.

**AREA V      CITY HALL**

Large evergreen (existing) decorated with white lights

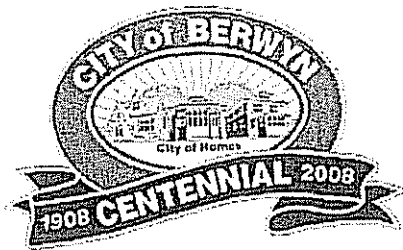
Small white lights on small bushes around building

**Unit Cost Pricing:**

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

5-6

Robert J. Lovero  
Mayor



Patrick J. Ryan  
Public Works Director

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 49-4700 Fax: (708) 749-9503  
www.berwyn-il.gov

To: Mayor Robert J Lovero & City Council Members  
From: Patrick Ryan, Public Works Director  
Re: Approval of Bid Results for CDBG-R East Ave Sewer Rehabilitation  
Date: September 3, 2009

Three bids for the Bid Results for East Ave Sewer Rehabilitation were opened and read aloud on August 25, 2009. A copy of the bid tabulation and recommendation for award from City Engineer John Fitzgerald is attached. Crowley and Sheppard Asphalt submitted the lowest bid in the amount of \$449,217.80 which is 6.68% less than the Engineer's Estimate of \$481,354.40. Funds are available in the recent CDBG-R allocation.

Crowley and Sheppard Asphalt is prequalified by IDOT to perform this work.

**Recommended Actions**

Public Works recommends the City Council award a contract to Crowley and Sheppard Asphalt for the CDBG-R East Ave Sewer Rehabilitation program in the amount of \$449,217.80.



*Civil Engineers/  
Municipal Consultants*

## *Frank Novotny & Associates, Inc.*

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone (630) 887-8640 ♦ Fax (630) 887-0132

August 31, 2009

Mr. Patrick Ryan  
Director of Public Works  
City of Berwyn  
1 Public Works Drive  
Berwyn, Illinois 60402

Re: **East Avenue Sewer Rehabilitation and  
Base Reconstruction  
Community Development Block Grant No. R-08-27**

Dear Pat:

Enclosed is a copy of the "Tabulation of Bids" for the bids that were received and opened for the above-referenced project at 8:00 p.m. on August 25, 2009.

Three (3) bids were received and found to be correct. The low bidder was Crowley-Sheppard Asphalt, Inc., submitting a bid in the amount of \$449,217.80, which was \$32,136.60 (6.68%) below the Engineer's Estimate of \$481,354.40.

Crowley-Sheppard Asphalt has been prequalified by IDOT to perform this type of work. We, therefore, recommend that the Contract be awarded to **Crowley-Sheppard Asphalt, Inc., P.O. Box 157, 6525 W. 99<sup>th</sup> Street, Chicago Ridge, IL. 60415**, in the amount of **\$449,217.80**.

Please call if you have any questions regarding this matter.

Sincerely,

**FRANK NOVOTNY & ASSOCIATES, INC.**

John E. Fitzgerald, P.E

JEF/ce  
Enclosure  
cc: File No. 09203

TABULATION OF BIDS

OWNER: CITY OF BERWYN  
 PROJECT DESCRIPTION: EAST AVENUE SEWER REHABILITATION AND  
 BASE RECONSTRUCTION - CDBG PROJECT NO. R-08-27  
 BID OPENING: AUGUST 25, 2009 @ 8:00 p.m.

PROJECT NO : 09203

Item No	Description	Unit	Quantity	Engineers Estimate		Crowley-Sheppard Asphalt 6525 W. 99th Street Chicago Ridge, IL 60415 5% Bid Bond		K-Five Construction Corp. 13769 Main Street Lamont, IL 60439 5% Bid Bond		A. Lamp Concrete Contractors 800 W. Irving Park Road Schaumburg, IL 60193 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Porous Granular Embankment, Subgrade	CU YD	400	28.00	11,200.00	41.00	16,400.00	27.00	10,800.00	35.00	14,000.00
2	Earth Excavation	CU YD	400	38.00	15,200.00	32.00	12,800.00	38.00	12,000.00	35.00	14,000.00
3	Trench Backfill	CU YD	93	45.00	4,185.00	18.00	1,674.00	72.00	6,696.00	35.00	3,255.00
4	Pavement Removal	SQ YD	5948	10.00	59,480.00	9.00	53,532.00	12.50	74,350.00	15.00	89,220.00
5	Hot-Mix Asphalt Base Course, 11"	SQ YD	5948	45.00	267,660.00	45.00	267,660.00	42.00	249,816.00	70.00	416,360.00
6	Geotechnical Fabnc for Ground Stabilization	SQ YD	1200	2.00	2,400.00	1.00	1,200.00	2.40	2,880.00	1.00	1,200.00
7	Class D Patches, Type II, 12 Inch	SQ YD	46	100.00	4,500.00	120.00	5,400.00	135.00	6,075.00	125.00	5,625.00
8	Class D Patches, Type IV, 12 Inch	SQ YD	44	90.00	3,960.00	110.00	4,840.00	135.00	5,940.00	115.00	5,060.00
9	Valve Boxes To Be Adjusted	EACH	1	400.00	400.00	175.00	175.00	700.00	700.00	500.00	500.00
10	Frames and Lids To Be Adjusted (Special)	EACH	20	450.00	9,000.00	425.00	8,500.00	770.00	15,400.00	650.00	13,000.00
11	Frames and Lids, Type 1	EACH	1	300.00	300.00	225.00	225.00	450.00	450.00	500.00	500.00
12	Manholes to be Reconstructed	EACH	1	900.00	900.00	1,175.00	1,175.00	1,500.00	1,500.00	1,500.00	1,500.00
13	Wye Branches, 12" X 6"	EACH	7	400.00	2,800.00	500.00	3,500.00	485.00	3,395.00	1,750.00	12,250.00
14	Sewer Spot Repairs, 12"	FOOT	127	350.00	44,450.00	250.00	31,750.00	210.00	26,670.00	250.00	31,750.00
15	Sanitary Sewer for Services, 6"	FOOT	21	55.00	1,155.00	15.00	315.00	82.00	1,722.00	85.00	1,785.00
16	Sanitary Sewer for Risers, 6"	FOOT	5	80.00	400.00	15.00	75.00	10.00	50.00	80.00	400.00
17	Cured-In-Place Pipe (CIPP), 12"	FOOT	193	65.00	12,545.00	74.00	14,282.00	82.00	15,826.00	85.00	16,405.00
18	Service Restoration, Complete	EACH	11	200.00	2,200.00	100.00	1,100.00	60.00	660.00	2,500.00	27,500.00
19	Service Repair, Special	EACH	1	500.00	500.00	350.00	350.00	500.00	500.00	5,000.00	5,000.00
20	Detector Loop Replacement, Type 1	FOOT	253	17.00	4,301.00	12.00	3,036.00	14.00	3,542.00	30.00	7,590.00
21	Paint Pavement Marking - Line 4"	FOOT	4248	0.30	1,274.40	0.85	3,610.80	0.50	2,124.00	0.60	3,388.80
22	Paint Pavement Marking - Line 6"	FOOT	172	0.70	120.40	1.25	215.00	0.75	129.00	1.50	258.00
23	Paint Pavement Marking - Line 12"	FOOT	84	0.80	67.20	2.50	210.00	1.50	126.00	5.00	420.00
24	Paint Pavement Marking - Line 24"	FOOT	117	1.20	140.40	5.00	585.00	3.00	351.00	8.00	936.00
25	Paint Pavement Marking - Letters And Symbols	SQ FT	36	6.00	216.00	3.00	108.00	3.00	108.00	10.00	360.00
26	Mobilization	L SUM	1	15,000.00	15,000.00	5,000.00	5,000.00	14,200.00	14,200.00	50,000.00	50,000.00
27	Traffic Control and Protection	L SUM	1	15,000.00	15,000.00	10,000.00	10,000.00	15,000.00	15,000.00	50,000.00	50,000.00
28	Insurance Provisions - Complete	L SUM	1	2,000.00	2,000.00	1,500.00	1,500.00	3,000.00	3,000.00	15,000.00	15,000.00
<b>Totals:</b>					481,354.40		449,217.80		474,010.00		787,272.40
<b>Bid Error Corrections:</b>											
<b>Corrected Totals ---</b>							449,217.80		474,010.00		787,272.40
<b>Over / Under ----</b>							-32,136.60		-7,344.40		385,918.00
<b>Percent ----</b>							-6.68%		-1.53%		63.55%



*Frank Novotny & Associates, Inc.*

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

*Civil Engineers/  
Municipal Consultants*

September 4, 2009

Hon. Mayor & City Council  
City of Berwyn  
6700 West 26th Street  
Berwyn, Illinois 60402

Re: **2009 Asphalt Alley Improvements**

Mesdames & Gentlemen:

Enclosed is a copy of the "Tabulation of Bids" for the bids that were received and opened for the above-referenced project at 8:00 p.m. on August 25, 2009. Five (5) bids were received and checked for accuracy. A computational error was found in one bid, which was corrected. This correction, however, did not affect the resultant low bidder as shown.

The low bidder was A. Lamp Concrete Contractors, Inc., submitting a bid in the amount of \$522,045.00, which was \$140,980.00 (21.26%) below the Engineer's Estimate of \$663,025.00.

A. Lamp Concrete Contractors has been prequalified by IDOT to perform this type of work, and has performed adequately on similar projects under the supervision of our office. We, therefore, recommend that the Contract be awarded to **A. Lamp Concrete Contractors, Inc., 800 W. Irving Park Road, Schaumburg, IL. 60193**, in the amount of \$522,045.00.

Please call if you have any questions regarding this matter.

Sincerely,

**FRANK NOVOTNY & ASSOCIATES, INC.**

John E. Fitzgerald, P.E.

JEF/ce

Enclosure

cc: Mr. Brian Pabst, City Administrator, w/Enc.  
File No. 08281

TABULATION OF BIDS

OWNER: City of Berwyn  
 PROJECT DESCRIPTION: 2009 Asphalt Alley Improvements

PROJECT NO : 08281

BID OPENING: August 25, 2009 @ 8:00 p.m.

Construction Mgmt. Corp.

Item No	Description	Unit	Quantity	Engineers Estimate		A. Lamp Concrete Contractors 800 W. Irving Park Road Schaumburg, IL 60193 5% Bid Bond		Brothers Asphalt Paving 315 S. Stewart Avenue Addison, IL 60101 5% Bid Bond		Orange Crush LLC 321 S. Center Street Hillside, IL 60162 5% Bid Bond		Crowley-Shoppard Asphalt 6525 W. 98th Street Chicago Ridge, IL 60415 5% Bid Bond		of IL dba Briggs Paving 5106 Walnut Avenue Downers Grove, IL 60515 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	Concrete Surface Removal, 1-1/2"	S.Y.	19400	10.00	194,000.00	3.25	63,050.00	5.00	97,000.00	7.00	135,800.00	7.00	135,800.00	7.00	135,800.00		
2	Hot-Mix Asphalt Pavement Patching, Type I, 6"	S.Y.	100	70.00	7,000.00	80.00	8,000.00	80.00	8,000.00	75.00	7,500.00	80.00	8,000.00	80.00	8,000.00		
3	Hot-Mix Asphalt Pavement Patching, Type II, 6"	S.Y.	500	65.00	32,500.00	75.00	37,500.00	55.00	27,500.00	65.00	32,500.00	65.00	32,500.00	65.00	32,500.00		
4	Hot-Mix Asphalt Pavement Patching, Type III, 6"	S.Y.	1000	60.00	60,000.00	70.00	70,000.00	50.00	50,000.00	60.00	60,000.00	60.00	60,000.00	60.00	60,000.00		
5	Hot-Mix Asphalt Pavement Patching, Type IV, 6"	S.Y.	500	50.00	25,000.00	65.00	32,500.00	50.00	25,000.00	60.00	30,000.00	60.00	30,000.00	60.00	30,000.00		
6	Bituminous Materials (Prime Coat)	GAL.	2000	2.50	5,000.00	2.00	4,000.00	1.00	2,000.00	2.50	5,000.00	2.00	4,000.00	2.75	5,500.00		
7	Aggregate (Prime Coat)	TON	20	50.00	1,000.00	1.00	20.00	30.00	600.00	25.00	500.00	10.00	200.00	1.00	20.00		
8	Mixture for Cracks, Joints and Flangeways	TON	25	425.00	10,625.00	350.00	8,750.00	100.00	2,500.00	275.00	6,875.00	300.00	7,500.00	500.00	12,500.00		
9	Hot-Mix Asphalt Surface Course, Mix C, N50	TON	1975	110.00	217,250.00	95.00	187,625.00	100.00	197,500.00	85.00	167,875.00	111.00	219,225.00	95.84	188,880.00		
10	Slip Reflective Crack Control Treatment	FOOT	11000	4.00	44,000.00	1.30	14,300.00	2.50	27,500.00	2.50	27,500.00	2.00	22,000.00	2.00	22,000.00		
11	Sewer Spot Repair, 6"	FOOT	20	400.00	8,000.00	100.00	2,000.00	500.00	10,000.00	600.00	12,000.00	660.00	13,200.00	957.64	19,152.80		
12	Sanitary Sewer for Services, 6"	FOOT	10	50.00	500.00	85.00	850.00	60.00	600.00	300.00	3,000.00	17.00	170.00	104.44	1,044.40		
13	Wye Branches, 8" x 6"	EACH	1	1,000.00	1,000.00	1,500.00	1,500.00	1,000.00	1,000.00	1,250.00	1,250.00	220.00	220.00	309.20	309.20		
14	Manholes to be Adjusted	EACH	22	450.00	9,900.00	350.00	7,700.00	400.00	8,800.00	400.00	8,800.00	275.00	6,050.00	538.39	11,844.36		
15	Manholes to be Reconstructed	EACH	9	1,500.00	13,500.00	1,250.00	11,250.00	2,500.00	22,500.00	1,750.00	15,750.00	1,320.00	11,880.00	1,022.72	17,304.48		
16	Manholes, Type A, 4' Dia.	EACH	2	6,000.00	12,000.00	3,000.00	6,000.00	2,600.00	5,200.00	3,600.00	7,200.00	2,200.00	4,400.00	4,230.91	8,461.82		
17	Frames & Lids, Type 1, Closed Lid	EACH	3	350.00	1,050.00	400.00	1,200.00	300.00	900.00	350.00	1,050.00	375.00	1,125.00	705.00	2,115.00		
18	Trench Backfill	C.Y.	20	35.00	700.00	50.00	1,000.00	60.00	1,200.00	75.00	1,500.00	28.00	560.00	71.17	1,423.40		
19	Traffic Control and Protection	L.S.	1	15,000.00	15,000.00	50,000.00	50,000.00	40,000.00	40,000.00	14,500.00	14,500.00	8,000.00	8,000.00	13,876.00	13,876.00		
20	Insurance Provisions - Complete	L.S.	1	5,000.00	5,000.00	15,000.00	15,000.00	5,000.00	5,000.00	500.00	500.00	1,500.00	1,500.00	1,000.00	1,000.00		
<b>Totals :</b>					<b>663,025.00</b>		<b>522,045.00</b>		<b>532,700.00</b>		<b>538,900.00</b>		<b>613,210.00</b>		<b>625,123.20</b>		
<b>Bid Error Corrections:</b>																	
19 Traffic Control and Protection															13,876.00		
Total															13,876.00		
<b>Corrected Totals ---</b>							<b>522,045.00</b>		<b>532,700.00</b>		<b>538,900.00</b>		<b>613,210.00</b>		<b>610,123.20</b>		
<b>Over / Under ---</b>							<b>-140,980.00</b>		<b>-130,325.00</b>		<b>-124,125.00</b>		<b>-49,816.00</b>		<b>-32,801.74</b>		
<b>Percent ----</b>							<b>-21.26%</b>		<b>-19.66%</b>		<b>-19.72%</b>		<b>-7.61%</b>		<b>-4.86%</b>		

Robert J. Lovero  
Mayor



Patrick J. Ryan  
Public Works Director

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 49-4700 Fax: (708) 749-9503  
www.berwyn-il.gov

September 2, 2009

To: Mayor Robert J Lovero & City Council Members  
From: Patrick Ryan, Public Works Director  
Re: Change Order for Oak Park Street Lighting

Attached is Change Order No. 1 for the Oak Park Avenue Lighting Improvements. This change order involves installation of base covers around those poles located around sidewalk areas. Base covers are necessary to prevent leakage into the wiring systems and prevent vandalism.

**Recommended Actions:**

Staff recommends the City Council approve Change Order No. 1 for the Oak Park Avenue Lighting Improvements in the amount of \$10,512.00 during the September 8, 2009 City Council meeting.



# *Frank Novotny & Associates, Inc.*

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

*Civil Engineers/  
Municipal Consultants*

August 28, 2009

Mr. Patrick Ryan  
Director of Public Works  
City of Berwyn  
1 Public Works Drive  
Berwyn, Illinois 60402

Re: **Oak Park Avenue Lighting Improvements  
Change Order No. 1**

Dear Pat:

As you know, the Contractor for the above-referenced project has completed 95% of the Contract work. After an initial walk-thru of the project, it was determined that base covers should be placed around all of the light poles that are adjacent to sidewalk locations. The shrouds are intended to enhance the aesthetics of the project.

Enclosed please find two (2) copies of Change Order No. 1, which indicates a net addition of \$10,512.00 to the Contract. At this time, we are requesting Council's approval to add this work by Change Order to the above-referenced Contract. If you concur, please have this item placed on the Agenda for the September 8<sup>th</sup> Council Meeting. Once the Change Order is approved, please have the Mayor sign both copies, retain one (1) copy for your file, and return one (1) copy to our office.

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

Sincerely,

**FRANK NOVOTNY & ASSOCIATES, INC.**

John E. Fitzgerald, P.E.

JEF/ce  
Enclosure  
cc: File No. 04076





Amount of original Contract:	<u>\$747,652.00</u>
Amount of previously adjusted Contract:	<u>0.00</u>
Amount of adjusted/final Contract:	<u>\$758,164.00</u>

Total-net addition to date: \$10,512.00 which-is 1.41% of Contract Price

State fully the nature and reason for the change:

Adjustment for as-constructed quantities in comparison to Plan quantities.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

XX The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.

       The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.

       The undersigned determine that this change is in the best interest of the local agency and is authorized by law.

Signed: \_\_\_\_\_  
Highway Commissioner

Signed: \_\_\_\_\_  
Municipal Officer

\_\_\_\_\_  
Date

Robert J. Lovero, Mayor  
Title of Municipal Officer

\_\_\_\_\_  
Date

Approved  
Recommended \_\_\_\_\_  
County Engineer

Approved \_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Note: Make out separate form for change in length quantities  
Give net quantities only  
Submit 3 copies of this form to District Engineer (4 copies for road district)  
If plans are required attach 3 sets



Amount of original Contract:	<u>\$747,652.00</u>
Amount of previously adjusted Contract:	<u>0.00</u>
Amount of adjusted/final Contract:	<u>\$758,164.00</u>

Total net addition to date: \$10,512.00 which is 1.41% of Contract Price

State fully the nature and reason for the change:

Adjustment for as-constructed quantities in comparison to Plan quantities.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

XX The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.

\_\_\_\_\_ The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.

\_\_\_\_\_ The undersigned determine that this change is in the best interest of the local agency and is authorized by law.

Signed: \_\_\_\_\_  
Highway Commissioner

Signed: \_\_\_\_\_  
Municipal Officer

Robert J. Lovero, Mayor  
Title of Municipal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved  
Recommended \_\_\_\_\_  
County Engineer

Approved \_\_\_\_\_  
District Engineer

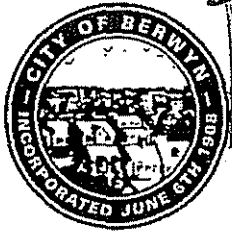
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Note: Make out separate form for change in length quantities  
Give net quantities only.  
Submit 3 copies of this form to District Engineer (4 copies for road district)  
If plans are required attach 3 sets



## **K. Consent Agenda**



## THE CITY OF BERWYN, ILLINOIS

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

**NONA N. CHAPMAN**  
First Ward Alderman

IM: (708) 484 Nona (6662)  
E-Mail: 1stWard@Berwyn-IL.Gov

September 3, 2009

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

SUBJECT: Payroll September 2, 2009

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the September 8, 2009 meeting.

Payroll: September 2, 2009 in the amount of \$913,959.88.

Respectfully Submitted,

Nona N. Chapman  
Budget Committee Chairman



## THE CITY OF BERWYN, ILLINOIS

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

**NONA N. CHAPMAN**  
First Ward Alderman

HM: (708) 484.Nona (6662)  
E-Mail: 1stWard@Berwyn-IL.Gov

September 3, 2009

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

SUBJECT: Payables September 8, 2009 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the September 8, 2009 meeting.

Total Payables: September 8, 2009 in the amount of \$949,079.28.

Respectfully Submitted,

Nona N. Chapman  
Budget Committee Chairman

## CITY of BERWYN

**Payment Register**

From Payment Date: 8/31/2009 - To Payment Date: 9/9/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
3546	08/31/2009	Open			Accounts Payable	Armando Cabral	\$1,475.00		
3547	08/31/2009	Open			Accounts Payable	Omega Mendoza & Joseph Borrero	\$1,475.00		
3548	09/02/2009	Open			Accounts Payable	Cesar M. Jimenez	\$1,475.00		
3549	09/02/2009	Open			Accounts Payable	Dawn Hamous	\$1,001.00		
3550	09/02/2009	Voided		09/02/2009	Accounts Payable	Dawn Hamous	\$1,001.00		
3551	09/09/2009	Open			Accounts Payable	1st Source Amenca	\$519.80		
3552	09/09/2009	Open			Accounts Payable	Adrian & Hoa Ly-Dominquez	\$1,475.00		
3553	09/09/2009	Open			Accounts Payable	AETNA-U.S.HEALTHCARE	\$24,685.74		
3554	09/09/2009	Open			Accounts Payable	AFLAC WORLDWIDE HEADQUARTERS	\$951.40		
3555	09/09/2009	Open			Accounts Payable	ALEJANDRO RODRIQUEZ	\$350.00		
3556	09/09/2009	Open			Accounts Payable	ALFRED BENESCH & COMPANY	\$25,582.07		
3557	09/09/2009	Open			Accounts Payable	ALPHA BUILDING MAINTENANCE SERIVCE INC.	\$1,053.00		
3558	09/09/2009	Open			Accounts Payable	AMERICAN MESSAGING	\$13.74		
3559	09/09/2009	Open			Accounts Payable	AT&T	\$14,501.58		
3560	09/09/2009	Open			Accounts Payable	B. DAVIDS LANDSCAPING	\$805.00		
3561	09/09/2009	Open			Accounts Payable	BANC OF AMERICA PUB CAPTL CORP	\$5,512.88		
3562	09/09/2009	Open			Accounts Payable	BERWYN ACE HARDWARE	\$39.40		
3563	09/09/2009	Open			Accounts Payable	BERWYN WESTERN PLBG. & HEATING	\$2,004.20		
3564	09/09/2009	Open			Accounts Payable	Carlos Salinas	\$2,555.00		
3565	09/09/2009	Open			Accounts Payable	CDW GOVERNMENT,INC.	\$231.69		



## CITY of BERWYN

**Payment Register**

From Payment Date: 8/31/2009 - To Payment Date: 9/9/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3566	09/09/2009	Open			Accounts Payable	Chiquis Car Care & Collision	\$1,111.79		
3567	09/09/2009	Open			Accounts Payable	Chrstlan Archila	\$1,475.00		
3568	09/09/2009	Open			Accounts Payable	CINTAS # 769	\$981.60		
3569	09/09/2009	Open			Accounts Payable	CLEARCHANNEL OUTDOOR	\$9,900.00		
3570	09/09/2009	Open			Accounts Payable	Cleanng Construction	\$3,300.00		
3571	09/09/2009	Open			Accounts Payable	CNA SURETY	\$430.68		
3572	09/09/2009	Open			Accounts Payable	COMPUTER POWER SYSTEMS,INC.	\$2,818.45		
3573	09/09/2009	Open			Accounts Payable	CORE BUSINESS TECHNOLOGIES	\$5,400.00		
3574	09/09/2009	Open			Accounts Payable	DELL MARKETING L.P.	\$360.60		
3575	09/09/2009	Open			Accounts Payable	DELTA ASSOCIATES ELEC	\$250.00		
3576	09/09/2009	Open			Accounts Payable	DesRochers Backyard Poo	\$699.99		
3577	09/09/2009	Open			Accounts Payable	DIAMOND GRAPHICS, INC.	\$150.00		
3578	09/09/2009	Open			Accounts Payable	DIVERSIFIED INSPECTIONS,INC.	\$2,309.28		
3579	09/09/2009	Open			Accounts Payable	DOUGLAS R. WALEGA,A.I.A.	\$1,305.00		
3580	09/09/2009	Open			Accounts Payable	EMPIRE COOLER SERVICE,INC.	\$92.00		
3581	09/09/2009	Open			Accounts Payable	Equilibrium IT Solutions, Inc.	\$1,995.00		
3582	09/09/2009	Open			Accounts Payable	Fancisco Moreno	\$1,475.00		
3583	09/09/2009	Open			Accounts Payable	File For Life Foundation	\$500.00		
3584	09/09/2009	Open			Accounts Payable	FLASH ELECTRIC CO.	\$2,390.00		
3585	09/09/2009	Open			Accounts Payable	FORT DEARBORN LIFE INSURANCE	\$4,613.52		
3586	09/09/2009	Open			Accounts Payable	GOLDSTINE,SKRODZKI,RUSSIAN,N EMEC & HOFF,LTD.	\$17,263.41		
3587	09/09/2009	Open			Accounts Payable	GRANT IMPORTING & DISTRIBUTING CO.,INC.	\$151.00		

## CITY of BERWYN

**Payment Register**

From Payment Date: 8/31/2009 - To Payment Date: 9/9/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3588	09/09/2009	Open			Accounts Payable	HALOGEN SUPPLY CO INC	\$110.90		
3589	09/09/2009	Open			Accounts Payable	HARRIS BANK	\$17.80		
3590	09/09/2009	Open			Accounts Payable	HD SUPPLY WATERWORKS,LTD	\$12,187.14		
3591	09/09/2009	Open			Accounts Payable	Healthcare Services Corporation	\$506,657.27		
3592	09/09/2009	Open			Accounts Payable	ILLINOIS DEPT. OF PUBLIC HEALTH	\$100.00		
3593	09/09/2009	Open			Accounts Payable	ILLINOIS MUNICIPAL LEAGUE	\$750.00		
3594	09/09/2009	Open			Accounts Payable	Inventory Trading Company	\$164.00		
3595	09/09/2009	Open			Accounts Payable	Jack Shay	\$1,000.00		
3596	09/09/2009	Open			Accounts Payable	JACK'S RENTAL INC	\$3,516.70		
3597	09/09/2009	Open			Accounts Payable	JAMES SWICIONIS	\$375.00		
3598	09/09/2009	Open			Accounts Payable	Juanita Serrano	\$3,300.00		
3599	09/09/2009	Open			Accounts Payable	K's Construction	\$1,501.00		
3600	09/09/2009	Open			Accounts Payable	KDD OF ILLINOIS,LTD.	\$18.00		
3601	09/09/2009	Open			Accounts Payable	Kyung Taek & Joan Yoo	\$2,800.00		
3602	09/09/2009	Open			Accounts Payable	LAIDLAW TRANSIT,INC.	\$140.00		
3603	09/09/2009	Open			Accounts Payable	Landscape Concepts Management	\$380.00		
3604	09/09/2009	Open			Accounts Payable	LYONS TREE SERVICE,INC.	\$1,055.00		
3605	09/09/2009	Open			Accounts Payable	M.K. SPORTS	\$7,776.00		
3606	09/09/2009	Open			Accounts Payable	MARIA SS. LAURETANA	\$200.00		
3607	09/09/2009	Open			Accounts Payable	McADAM LANDSCAPING,INC.	\$2,735.00		
3608	09/09/2009	Open			Accounts Payable	MENARDS	\$62.79		
3609	09/09/2009	Open			Accounts Payable	MICHAEL O'CONNOR	\$1,475.00		
3610	09/09/2009	Open			Accounts Payable	Milenko Illic	\$1,475.00		

## CITY of BERWYN

**Payment Register**

From Payment Date: 8/31/2009 - To Payment Date: 9/9/2009

Number	Date	Status	Void Reason	Reconciled/ Volded Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3611	09/09/2009	Open			Accounts Payable	Miquel Gomez, Romona D. Martinez, Jose Reyes	\$1,475.00		
3612	09/09/2009	Open			Accounts Payable	MRA	\$15,674.25		
3613	09/09/2009	Open			Accounts Payable	MUNICIPAL CLERKS OF ILLINOIS	\$65.00		
3614	09/09/2009	Open			Accounts Payable	NCPERS Group Life Insurance	\$802.00		
3615	09/09/2009	Open			Accounts Payable	New World Systems	\$11,594.00		
3616	09/09/2009	Open			Accounts Payable	NICOR GAS	\$176.45		
3617	09/09/2009	Open			Accounts Payable	NORA LAURETO	\$278.00		
3618	09/09/2009	Open			Accounts Payable	ODELSON & STERK,LTD.	\$60.00		
3619	09/09/2009	Open			Accounts Payable	OLD NATIONAL BANK	\$36,448.46		
3620	09/09/2009	Open			Accounts Payable	ORLANDO DIAZ	\$2,460.00		
3621	09/09/2009	Open			Accounts Payable	PAGE VANPOOL	\$300.00		
3622	09/09/2009	Open			Accounts Payable	PERSONALIZED AWARDS	\$1,484.45		
3623	09/09/2009	Open			Accounts Payable	PINNER ELECTRIC CO	\$35,950.17		
3624	09/09/2009	Open			Accounts Payable	PRUDENTIAL INS CO. OF AMERICA	\$1,751.66		
3625	09/09/2009	Open			Accounts Payable	RESTORE BOARD-UP	\$3,828.20		
3626	09/09/2009	Open			Accounts Payable	RICOH AMERICAS CORP.	\$145.00		
3627	09/09/2009	Open			Accounts Payable	RIZZA FORD	\$135.94		
3628	09/09/2009	Open			Accounts Payable	Robert & Inga Ezerins	\$25.00		
3629	09/09/2009	Open			Accounts Payable	Rogrilo Barragan & Imelda Herra	\$1,475.00		
3630	09/09/2009	Open			Accounts Payable	Sareguard Business Systems	\$291.00		
3631	09/09/2009	Open			Accounts Payable	SANTO SPORT STORE	\$1,120.00		
3632	09/09/2009	Open			Accounts Payable	SCOT DECAL COMPANY INC	\$1,785.00		
3633	09/09/2009	Open			Accounts Payable	State Treasurer	\$7,061.36		

## CITY of BERWYN

**Payment Register**

From Payment Date: 8/31/2009 - To Payment Date: 9/9/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3634	09/09/2009	Open			Accounts Payable	SUBURBAN DOOR CHECK & LOCK SERVICE	\$634.10		
3635	09/09/2009	Open			Accounts Payable	T-MOBILE	\$101.45		
3636	09/09/2009	Open			Accounts Payable	T.A. CUMMINGS JR. CO.	\$22,132.00		
3637	09/09/2009	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$646.26		
3638	09/09/2009	Open			Accounts Payable	THE BANK OF NEW YORK	\$800.00		
3639	09/09/2009	Open			Accounts Payable	THE SIGN EDGE	\$612.00		
3640	09/09/2009	Open			Accounts Payable	THOMAS J.PAVLIK	\$33.95		
3641	09/09/2009	Open			Accounts Payable	TOMMASO LESNICK	\$5,570.00		
3642	09/09/2009	Open			Accounts Payable	U.S. Cellular	\$337.86		
3643	09/09/2009	Open			Accounts Payable	U.S. Telephone Directory	\$242.00		
3644	09/09/2009	Open			Accounts Payable	UNITED WAY of BERWYN	\$15.00		
3645	09/09/2009	Open			Accounts Payable	UNIVERSITY OF ILLINOIS	\$400.00		
3646	09/09/2009	Open			Accounts Payable	UPS FREIGHT	\$45.81		
3647	09/09/2009	Open			Accounts Payable	WALKER PARKING CONSULTANTS	\$10,318.80		
3648	09/09/2009	Open			Accounts Payable	Warehouse Direct	\$30.92		
3649	09/09/2009	Open			Accounts Payable	WARREN OIL COMPANY	\$23,986.65		
3650	09/09/2009	Open			Accounts Payable	WATER ONE	\$20.00		
3651	09/09/2009	Open			Accounts Payable	WEIMER MACHINE	\$297.82		
3652	09/09/2009	Open			Accounts Payable	WEST CENTRAL MUNICIPAL CONFERE	\$6,480.00		
3653	09/09/2009	Open			Accounts Payable	Zachary LaBorde	\$1,475.00		
3654	09/09/2009	Open			Accounts Payable	ZEE MEDICAL,INC.	\$105.29		
3655	09/09/2009	Open			Accounts Payable	A - Amencan Veterinary Hospital	\$3,230.00		
3656	09/09/2009	Open			Accounts Payable	ANIMAL WELFARE LEAGUE	\$584.00		

## CITY of BERWYN

**Payment Register**

From Payment Date: 8/31/2009 - To Payment Date: 9/9/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3657	09/09/2009	Open			Accounts Payable	AT&T	\$6,927.17		
3658	09/09/2009	Open			Accounts Payable	BERWYN WESTERN PLBG. & HEATING	\$304.72		
3659	09/09/2009	Open			Accounts Payable	Bridgeport Equipment	\$135.41		
3660	09/09/2009	Open			Accounts Payable	CASE LOTS INC	\$373.90		
3661	09/09/2009	Open			Accounts Payable	CHICAGO OFFICE TECHNOLOGY GROUP	\$27.22		
3662	09/09/2009	Open			Accounts Payable	Chicago Steel Welding, Inc.	\$3,800.00		
3663	09/09/2009	Open			Accounts Payable	CITADEL	\$135.00		
3664	09/09/2009	Open			Accounts Payable	COMCAST CABLE	\$125.90		
3665	09/09/2009	Open			Accounts Payable	CYNTHIA MONTAVON	\$290.33		
3666	09/09/2009	Open			Accounts Payable	DI-Carr Printing Co.	\$184.00		
3667	09/09/2009	Open			Accounts Payable	FEDERAL EXPRESS CORPORATION	\$50.85		
3668	09/09/2009	Open			Accounts Payable	File For Life Foundallon	\$740.00		
3669	09/09/2009	Open			Accounts Payable	FULLMER LOCKSMITH SERVICE INC	\$282.75		
3670	09/09/2009	Open			Accounts Payable	Harddog's Requisites	\$132.95		
3671	09/09/2009	Open			Accounts Payable	HIGH PSI LTD.	\$329.00		
3672	09/09/2009	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	\$61.20		
3673	09/09/2009	Open			Accounts Payable	Imprimus Forensic Services	\$199.00		
3674	09/09/2009	Open			Accounts Payable	JACK'S RENTAL INC	\$108.48		
3675	09/09/2009	Open			Accounts Payable	JUST TIRES	\$1,409.52		
3676	09/09/2009	Open			Accounts Payable	KALE UNIFORMS	\$16.00		
3677	09/09/2009	Open			Accounts Payable	KB LAWN AND MULCH	\$870.00		
3678	09/09/2009	Open			Accounts Payable	KING TRANSMISSION CO.	\$1,912.13		

## CITY of BERWYN

**Payment Register**

From Payment Date: 8/31/2009 - To Payment Date: 9/9/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3679	09/09/2009	Open			Accounts Payable	LEXISNEXIS	\$220.00		
3680	09/09/2009	Open			Accounts Payable	MARLIN LEASING	\$753.34		
3681	09/09/2009	Open			Accounts Payable	MC. DRYWALL FINISHERS,INC.	\$390.00		
3682	09/09/2009	Open			Accounts Payable	McDONALD MODULAR SOLUTIONS,INC.	\$95.00		
3683	09/09/2009	Open			Accounts Payable	MIDCO INC.	\$776.32		
3684	09/09/2009	Open			Accounts Payable	MIDWEST PROTECTION,INC.	\$449.97		
3685	09/09/2009	Open			Accounts Payable	OFFICE EQUIPMENT SALES	\$379.21		
3686	09/09/2009	Open			Accounts Payable	Partek Solutions,Inc.	\$3,100.48		
3687	09/09/2009	Open			Accounts Payable	RIZZA FORD	\$135.94		
3688	09/09/2009	Open			Accounts Payable	Robert Sparti	\$176.25		
3689	09/09/2009	Open			Accounts Payable	Rose Halos	\$194.12		
3690	09/09/2009	Open			Accounts Payable	SAM'S CLUB	\$325.47		
3691	09/09/2009	Open			Accounts Payable	SEGUIN SERVICES,INC.	\$13,075.00		
3692	09/09/2009	Open			Accounts Payable	Shallow Creek Kennels, Inc	\$6,200.00		
3693	09/09/2009	Open			Accounts Payable	SHORE GALLERIES INC.	\$764.75		
3694	09/09/2009	Open			Accounts Payable	SPRINT	\$449.52		
3695	09/09/2009	Open			Accounts Payable	STANDARD EQUIPMENT CO	\$1,955.07		
3696	09/09/2009	Open			Accounts Payable	Texor World Fuel Services	\$98.68		
3697	09/09/2009	Open			Accounts Payable	The Chicago Police Department	\$4,893.00		
3698	09/09/2009	Open			Accounts Payable	UNITED RADIO COMM,INC	\$79.50		
3699	09/09/2009	Open			Accounts Payable	VERIZON WIRELESS	\$64.59		
3700	09/09/2009	Open			Accounts Payable	WALGREENS CO.	\$77.77		
3701	09/09/2009	Open			Accounts Payable	WATER ONE	\$48.50		

CITY of BERWYN

# Payment Register

From Payment Date: 8/31/2009 - To Payment Date: 9/9/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					156 Transactions		\$949,079.28		

01 - General Cash Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	155	\$948,078.28	
	Voided	1	\$1,001.00	
	Total	156	\$949,079.28	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	155	\$948,078.28	
	Voided	1	\$1,001.00	
	Total	156	\$949,079.28	\$0.00

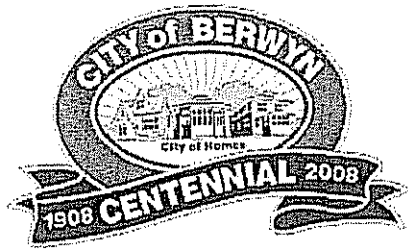
Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	155	\$948,078.28	
	Voided	1	\$1,001.00	
	Total	156	\$949,079.28	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	155	\$948,078.28	
	Void	1	\$1,001.00	
	Total	156	\$949,079.28	\$0.00

K13

Robert J. Lovero  
Mayor



Nora Laureto  
Eighth Ward Alderman

A Century of Progress with Pride

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

August 24, 2009

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

Re: Handicap Sign Request: Request No. 615  
Jose A. Guerrero – 1334 S. Wisconsin Ave.

Ladies and Gentlemen:

I concur with the findings of the investigating officer to approve the above sign request. I ask that this matter be approved by consent.

Respectfully,

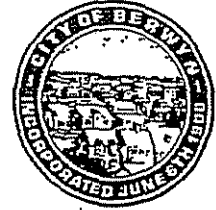
Nora Laureto  
Eighth Ward Alderman





**BERWYN  
POLICE DEPARTMENT**

6401 West 31st Street  
Berwyn, Illinois 60402-0733  
Phone (708) 795-5600  
Fax (708) 795-5627    Emergency 9-1-1



**TO:            HONORABLE MAYOR ROBERT J. LOVERO AND  
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM:        BERWYN POLICE DEPARTMENT  
LOCAL ORINANCE DIVISION**

**DATE:**      August 14, 2009

**RE:            HANDICAPPED SIGN FOR:    JOSE A. GUERRERO        #615**

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE  
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

1334 S. WISCONSIN AVENUE

**PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.**

**CC:            ALDERMAN NORA LAURETO**

# Berwyn Police Department

6401 West 31<sup>st</sup> Street  
Berwyn, Illinois 60402-0733  
Phone (708) 795-5600  
(Fax) 795-5627 Emergency 9-1-1

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Robert J. Lovero  
and Members of City Council

From: Berwyn Police Department  
Community Service Division

Date: 08-12-2009

Application #: 615









Name of Applicant: Jose A. Guerrero

Address: 1334 S. Wisconsin Ave. Berwyn IL 60402

Telephone: 

Nature of Disability: 

2009 AUG 14 P 2:08  
CITY OF BERWYN  
CLERK'S OFFICE

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:		
Off Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cane:		
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:		
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 09-10109		

**Recommendation:** APPROVE  DENY  Reporting Officer: S. Diaz #180

Comments:

Alderman:

Ward:

# Berwyn Police Department

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

Incident#: 09-10109

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 09-10109
REPORT TYPE Incident Report	RELATED CAD # C09-043443	DOT #	HOW RECEIVED Telephone
WHEN REPORTED 08/12/2009 13:41	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1334 S WISCONSIN AV BERWYN, IL 60402		
TIME OF OCCURRENCE 08/12/2009 13:41	STATUS CODE	STATUS DATE	

### INVOLVED ENTITIES

NAME Guerrero, Jose A		DOB [REDACTED]	AGE [REDACTED]	ADDRESS 1334 S Wisconsin AV Berwyn, IL 60402			
SEX M	RACE [REDACTED]	HGT [REDACTED]	WGT [REDACTED]	HAIR [REDACTED]	EYES [REDACTED]	PHONE [REDACTED]	
UCR			TYPE Reporting Party			RELATED EVENT #	

### INVOLVED VEHICLES

VEH/PLATE # [REDACTED]	STATE IL	TYPE [REDACTED]	INVOLVEMENT Involved	VIN # [REDACTED]
YEAR 2008	MAKE [REDACTED]	MODEL [REDACTED]	COLOR [REDACTED]	COMMENTS

### NARRATIVES

#### PRIMARY NARRATIVE

In summary:

Jose A. Guerrero [REDACTED] resides at 1334 S. Wisconsin Ave. Berwyn IL 60402 and suffers from [REDACTED] [REDACTED] caused from a car accident. Mr. Guerrero also resides with his wife and son who is deaf from his left ear. Mr. Guerrero is requesting handicapped signs to be placed in front of his residence due to on street parking being extremely limited from surrounding multiple unit buildings. Mr. Guerrero must park far from home and walk but has trouble doing so since he requires a [REDACTED]. Mr. Guerrero's wife owns a cleaning business and stores her van along with her supplies in the garage on the premises. There is also a car port located next to the garage but is utilized as a play area for Mr. Guerrero's son who is clinically deaf. Mr. Guerrero owns and lives on the first floor of a multi unit building.

Mr. Guerrero meets the state requirements for being handicapped and also meets the city requirements for being handicapped.

For the above listed reasons, this officer feels that this application should be considered at this time.

REPORTING OFFICER DIAZ,, SERGIO R	STAR # 180	REVIEWER	STAR #
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Berwyn Police Department



# BERWYN POLICE DEPARTMENT



6401 West 31st Street  
Berwyn, Illinois 60402-0733  
Phone: (708) 795-5600  
Fax: (708) 795-5627 Emergency: 9-1-1

## HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: JOSE A. GUERRERO

Applicant Address: 1334 S. WISCONSIN

Applicant Phone #: [REDACTED]

Applicant D/L #: [REDACTED] D.O.B. [REDACTED]

Vehicle Make: [REDACTED] Vehicle Color: [REDACTED]

License Plate #: [REDACTED] Handicapped Placard #: AA16682

### Does Applicant Use:

Wheelchair [REDACTED] Walker [REDACTED] Cane [REDACTED] Oxygen [REDACTED]

### Parking Availability:

Driveway NO Garage YES On Street YES Off Street YES

Notes: LIVES ON 1<sup>ST</sup> FL AND RENTS 2<sup>ND</sup> FL. WIFE OWNS CLEANING BUSINESS AND STORES HER VEHICLE ALONG WITH SUPPLIES IN GARAGE. HAS A CAR PORT NEXT TO GARAGE BUT USES IT AS A PLAY AREA FOR DEAF CHILD ALONG WITH PET DOG. VERY LIMITED PARKING DUE TO MULTI UNIT BUILDINGS ON BLOCK.

### APPLICANT INTERVIEW

Date: <u>8/12/09</u>	Time: <u>1100AM</u>	Results: <u>APPROVED (RECOMMENDATION)</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 8/12/08  
Logged in Book: 8/12/09

Application Number: # 09-10109  
615

K-4

Robert J. Lovero  
Mayor



Nora Laureto  
Eighth Ward Alderman

A Century of Progress with Pride

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

September 1, 2009

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

Re: Handicap Sign Request: Application No. 617  
Patricia DeNormandie – 1327 Oak Park Avenue

Ladies and Gentlemen:

I concur with the recommendations of the investigating officer to approve the above sign request and I ask that this matter be approved by consent.

Respectfully,

Nora Laureto  
8<sup>th</sup> Ward Alderman



To Serve and Protect

# BERWYN POLICE DEPARTMENT

6401 West 31st Street  
Berwyn, Illinois 60402-0733  
Phone-(708) 795-5600  
Fax (708) 795-5627    Emergency 9-1-1



**TO:            HONORABLE MAYOR ROBERT J. LOVERO AND  
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM:        BERWYN POLICE DEPARTMENT  
LOCAL ORINANCE DIVISION**

**DATE:        AUGUST 21, 2009**

**RE:            HANDICAPPED SIGN FOR: Patricia DeNormandie    #617**

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE  
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

1327 S. Oakpark Avenue

**PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.**

**CC:        ALDERMAN Nora Laureto**

# Berwyn Police Department

6401 West 31<sup>st</sup> Street  
Berwyn, Illinois 60402-0733  
Phone (708) 795-5600  
(Fax) 795-5627 Emergency 9-1-1

## HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Robert J. Lovero  
and Members of City Council

From: Berwyn Police Department  
Community Service Division

Date: 8-18-2009

Application #: 617

Name of Applicant: Patricia DeNormandie

Address: 1327 S. Oakpark Ave Berwyn IL 60402

Telephone: ( ) - - - -

Nature of Disability: \_\_\_\_\_

2009 AUG 21 A 11:35  
 CITY OF BERWYN  
 CLERK'S OFFICE

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 09-10467		

**Recommendation:** APPROVE  DENY  Reporting Officer: S. Diaz #180

Comments:

Alderman:

Ward:

# Berwyn Police Department

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

Incident#: 09-10467

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION	INCIDENT # 09-10467
REPORT TYPE Incident Report	RELATED CAD # C09-045198	DOT #	HOW RECEIVED
WHEN REPORTED 08/21/2009 10:27	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1327 S OAK PARK AV BERWYN, IL 60402		
TIME OF OCCURRENCE 08/21/2009 10:27	STATUS CODE	STATUS DATE	

### INVOLVED ENTITIES

NAME DeNormandie, Ranall		DOB	AGE	ADDRESS 1327 S Oakpark AV Berwyn, IL 60402		
SEX M	RACE White, Caucasian	HGT	WGT	HAIR	EYES	PHONE
UCR			TYPE Other		RELATED EVENT #	

NAME De Normandie, Patricia		DOB	AGE	ADDRESS 1327 S Oakpark AV Berwyn, IL 60402		
SEX F	RACE White, Caucasian	HGT	WGT	HAIR	EYES	PHONE
UCR			TYPE Reporting Party		RELATED EVENT #	

### NARRATIVES

#### PRIMARY NARRATIVE

In summary:

Patricia DeNormandie, \_\_\_\_\_ resides with her son Ranall DeNormandie at 1327 Oakpark Ave Berwyn IL 60402. Patricia DeNormandie suffers from \_\_\_\_\_ which limits her mobility on a daily basis. Patricia is requesting handicapped signs to be placed in front of her residence due to on street parking being extremely limited. Ranall DeNormandie drives his mother to therapy up to three times a week. The senior bus services that the city provides also pick her up. Patricia relates that at times the bus driver WILL NOT pick her up if there is no parking available and refuses to double park to stand by. Patricia has difficulty walking long distances when her son must park far from the residence and does not have access to the garage. Patricia does not drive but does have a handicapped placard#AB11204 which is registered to her and utilized for whom ever drives her.

Patricia DeNormandie meets the state requirements for being handicapped and also meets the city requirements for being handicapped.

For the above listed reasons, this officer feels that this application should be furthered reviewed and considered for approval at this time.

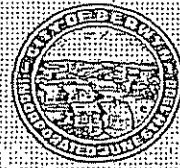
REPORTING OFFICER DIAZ,, SERGIO R	STAR # 180	REVIEWER	STAR #
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Berwyn Police Department





# BERWYN POLICE DEPARTMENT



6401 West 31st Street  
Berwyn, Illinois 60402-D733  
Phone: (708) 795-5600  
Fax: (708) 795-5627    Emergency: 9-1-1

## HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: PATRICIA DENORMANDIE / RANALL DENORMANDIE (DRIVER)

Applicant Address: 1327 S. OAK PARK AVE

Applicant Phone #: (708)

Applicant D/L #: (DRIVER) SEE ABOVE D.O.B. \_\_\_\_\_

Vehicle Make: 06 CHRYSLER TOWN/COUNTRY Vehicle Color: RED

License Plate #: \_\_\_\_\_ Handicapped Placard #: AB11204

### Does Applicant Use:

Wheelchair \_\_\_\_\_ Walker \_\_\_\_\_ Cane \_\_\_\_\_ Oxygen \_\_\_\_\_

### Parking Availability:

Driveway NO Garage YES On Street YES Off Street NO

Notes: SENIOR SERVICE BUS WILL NOT PICK HER UP IF NO PARKING IS AVAILABLE  
ACCORDING TO PATRICIA. LIVES ON BLOCK WHERE SCHOOL TEACHERS PARK  
DURING SCHOOL HOURS. VERY LIMITED PARKING. PATRICIA GOES TO YMCA  
3X'S A WEEK FOR THERAPY / EXERCISE. GARAGE ACCESS IS LIMITED TO  
TO PATRICIA'S CONDITION.

### APPLICANT INTERVIEW

Date: <u>8/18/09</u>	Time: <u>1100AM</u>	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

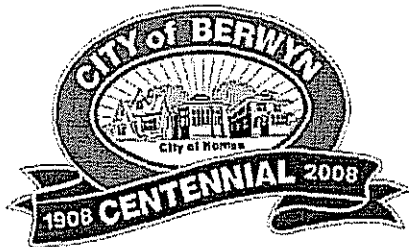
Completion Date: 8/18/09

Application Number: 09-10467  

617

Logged in Book: 8/21/09

Robert J. Lovero  
Mayor



Collection and  
Licensing

**A Century of Progress with Pride**

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

September 3, 2009

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 have been issued, by the Collector's Office, for the month of August, 2009. Included are storefronts, office 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 along with businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Ricardo Macedo  
Collections and Licensing  
RM/sb

**BERWYN BUSINESSES - LICENSED IN AUGUST, 2009 (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>
Just Cause Dancers, Inc.	6803 W. Roosevelt Road	Johanna Cousin, President	Dance Studio (708) 476-8608
Xpert Insurance Agcy, Inc.	6311 W. Cermak Road	Kathryn T. Neader, President	Insurance Office (847) 697-0055
Detour Community Maps	6900 W. Cermak Road	Hernogenes M. Pacheco	Marketing Sales (773) 759-6463
Anna's Bakery	6737 W. 26th Street	Ana Maria Trejo	Bakery (708) 484-7190
R. K. Wholesale	6535 W. Stanley Avenue	Robert J. Kokenes	Wholesale (crackers) (708) 788-5080
Family Nutrition Center	2138 S. Highland Avenue	Natividad Roman	Health Products (224) 656-0391
Wheelchair Shop, Inc.	2605 S. Ridgeland Avenue	Jose Cardenas, President	Medical Supplied (708) 369-0438
Padgett Busines Serv.	3239 S. Grove, #204	Gladys Garza-Ndoumy	Financial Service (708) 749-3900

**BERWYN BUSINESSES - LICENSED IN AUGUST, 2009 ( PHONE USE ONLY)**

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Diamond Staging, LLC	6443 W. 18th Street, #1	Rogelio Osegvera	Interior Decorator (708) 692-0478
Ram's Trucking, Inc.	6202 W. 35th Street	Laura Ramos	Trucking Service (708) 484-5157
Jopevan Trucking, Inc.	1629 S. Grove Avenue	Peter J. Holanda	Trucking Service (773) 858-3122
Bucephalus Publishing	1517 S. Wenonah Avenue	Louise L. Daley	Author/Publisher (708) 788-3007

**BUSINESS LICENSES ISSUED FOR AUGUST, 2009  
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Villalon Construction	1070 Sanders, Northbrook	Enrique Villalon	Contractor (Cement)
Morrison Electric Service	24030 Commercial, Plainfield	Morrison Electric Serv., Inc.	Contractor (Electrical)
Xiaobai Want	236 Alexander, Chicago	BW Electrical Co.,	Contractor (Electrical)
Chicago Steel Welding	1829 54th, Cicero	Chicago Steel Welding, Inc.	Contractor (Fence)
THR 1	400 Lincoln, Park Ridge	THR, Inc.	Contractor (General)
Dynamic Air Temp, Inc.	8836 Oleander, Morton Grove	Dynamic Air Temp, Inc.	Contractor (HVAC)
E & M Co., Inc.	5017 Damen, Chicago	Robert Powell	Contractor (HVAC)
Bake's Steel Erectors	33243 Highway 45, Wildwood	Bake's Steel Erectors, Inc.	Contractor (Iron Work-Ornamental)
Art In Auto Lawn Sprinkler	501 Crest, Bensenville	Art In Auto Lawn Sprinklers, Inc.	Contractor (Lawn Irrigation System)
ERA Group, Inc.	3565 Milwaukee, Chicago	ERA Group, Inc.	Contractor (Masonry)
Apple Plumbing Co.	ON630 Pleasant Hill, Wheaton	Apple Plumbing Co., Corp.	Contractor (Plumbing)
Pellegrini Plumbing	14301 Surrey, Homer Glen	Pellegrini Plumbing Corp	Contractor (Plumbing)
Triple T Contractors	2433 Chestnut, Arlington Hgts	Triple T Contractors, Inc.	Contractor (Roofing)
LaForce, Inc.	1060 Mason, Green Bay, WI	LaForce, Inc.	Contractor (Window & Door)

***Application Review***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>1st Stop Realty</i></b> 2707 S. Ridgeland Avenue Berwyn	IL 60402	6/4/2009	(708) 749-0101	7591
<b><i>Berwyn Home Video</i></b> 6716 W. Cermak Road Berwyn	IL 60402	6/11/2009	(708) 788-7000	11557
<b><i>Berwyn Transmissions &amp; Auto/Truck Rep.</i></b> 6226 W. Ogden Avenue Berwyn	IL 60402	3/24/2009	(708)	11393
<b><i>Family Nutrition Center</i></b> 2138 S. Highland Avenue Berwyn	IL 60402	4/21/2009	(708)	11434
<b><i>Funny Bouncers</i></b> 6719 W. Cermak Road Berwyn	IL 60402	5/27/2009	(708) 336-1043	11534
<b><i>Hacienda Davila</i></b> 6737-39 W. Ogden Avenue Berwyn	IL 60402	6/25/2009	(708)	11580
<b><i>La Cabuya Colombian Cuisine</i></b> 6512 1/2 W. Cermak Road Berwyn	IL 60402	6/3/2009	(708)	11543
<b><i>Lagniappe, LLC</i></b> 2905 S. Ridgeland Avenue Berwyn	IL 60402	6/3/2009	(312) 651-2037	11541
<b><i>R &amp; R Liquors</i></b> 6639 W. Roosevelt Road Berwyn	IL 60402	7/30/2009	(708)	11665
<b><i>Y And A Cleaners</i></b> 2209 S. Highland Avenue Berwyn	IL 60402	1/22/2009	(708)	11283
	<b><i>Unit C</i></b>			
<b>Total Businesses . . . . .</b>				<b>10</b>

***Application Pending***

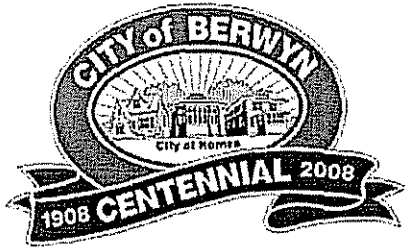
<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>29.99 Shoe Warehouse</i></b>			<b>(708)</b>	<b>11463</b>
6236 W. Ogden Avenue	Berwyn IL 60402	4/23/2009		
<b><i>Allstate</i></b>			<b>(708) 393-6133</b>	<b>11698</b>
6243 W. Cermak Rd.	Berwyn IL 60402	8/10/2009		
<b><i>Brando's Beef Inc.</i></b>			<b>(708) 788-2333</b>	<b>11679</b>
6838 W. Windsor	Berwyn IL 60402	8/7/2009		
<b><i>Brandos of Berwyn</i></b>			<b>(708)</b>	<b>10121</b>
6838 W. Windosr Avenue	Berwyn IL 60402	1/16/2008		
<b><i>Bride's Palace, Inc.</i></b>			<b>(708)</b>	<b>11486</b>
6512 W. Cermak Road	Berwyn IL 60402	5/6/2009		
<b><i>Communication Sales</i></b>			<b>(708)</b>	<b>11544</b>
6405 W. 34th Street	Berwyn IL 60402	6/3/2009		
<b><i>Halloween USA</i></b>				<b>11708</b>
7001 W. Cermak rd.	Berwyn IL 60402	8/12/2009		
<b><i>Herbs Nutricion Center</i></b>			<b>(773) 805-1602</b>	<b>11728</b>
6628 W. Cermak Rd. 2nd. Fl.	Berwyn IL 60402	8/21/2009		
<b><i>Los Anafrez</i></b>			<b>(708) 484-5440</b>	<b>11753</b>
7111 W. Roosevelt Rd	Berwyn IL 60402	9/3/2009		
<b><i>Morelense, Inc.</i></b>			<b>(708)</b>	<b>11460</b>
6929 W. Cermak Road	Berwyn IL 60402	4/21/2009		
<b><i>Rossy's Novelties Thrift Store Inc.</i></b>			<b>(708) 484-7070</b>	<b>11754</b>
6615 W. Cermak	Berwyn IL 60402	9/3/2009		
<b><i>Ted's Auto Line</i></b>			<b>(773) 594-2500</b>	<b>11713</b>
6516 W. Ogden	Berwyn IL 60402	8/14/2009		
<b>Total Businesses . . . . .</b>				<b>12</b>

***Inspections Pending***

Business Name	Address	Last Update	Phone	ID #
<i>Conception's</i> 6215 W. 26th Street	Berwyn IL 60402	4/6/2009	(708)	11426
<i>Golden Homes Real Estate, Inc.</i> 6705 W. 26th Street	Berwyn IL 60402	6/23/2008	(708)	10319
<i>Horrorbles, Inc.</i> 6729 W. Roosevelt Road	Berwyn IL 60402	6/23/2009	(708) 484-7370	11577
<i>Marathon Gas Food Mart</i> 1600 S. Oak Park Avenue	<i>AKA Shreeji Berwyn, Inc.</i> Berwyn IL 60402	10/15/2008	(708)	11073
<i>Mariscos Zihutanejo</i> 6713 W. 26th Street	Berwyn IL 60402	3/6/2009	(708) 795-9400	11202
<i>Me.Co's Catering</i> 6215 W. 26th Street	Berwyn IL 60402	6/4/2009	(708)	11546
<i>Mi Casa Restaurant, Inc.</i> 6832 W. Ogden Avenue	Berwyn IL 60402	6/3/2009	(708) 484-9255	11453
<i>Nu Wireless</i> 6927 W. Ogden Avenue	Berwyn IL 60402	6/23/2009	(708) 749-2700	11576
<i>Spin City Laundromat</i> 7122 W. 16th Street	Berwyn IL 60402	1/6/2009	(708) 637-4417	11120
<i>Vanguard Distribution</i> 2905 S. Ridgeland Avenue	Berwyn IL 60402	6/5/2009	(708) 484-2090	11529
<b>Total Businesses .....</b>				<b>10</b>



**Robert J. Lovero**  
Mayor



**Charles D. Lazzara**  
Building Director

**A Century of Progress with Pride**

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

September 2, 2009

**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, 2009, along with a copy of Permit Statistics for this same period.**

**Respectfully,**

**Charles D. Lazzara, Director**  
Building Department

**CDL:cr**  
**Encs.**

# Permits Issued By The Building Department

Wednesday, September 02, 2009

Between: 8/1/2009 And 8/31/2009

<u>Building</u>	Permits Issued: 17	Cost of Improvements: \$160,150.00
<u>Dumpster</u>	Permits Issued: 7	Cost of Improvements: \$0.00
<u>Electrical</u>	Permits Issued: 19	Cost of Improvements: \$34,296.00
<u>Fence</u>	Permits Issued: 22	Cost of Improvements: \$36,843.00
<u>Garage</u>	Permits Issued: 3	Cost of Improvements: \$34,599.00
<u>HVAC</u>	Permits Issued: 7	Cost of Improvements: \$27,635.00
<u>Local Improvement</u>	Permits Issued: 209	Cost of Improvements: \$1,545,594.00
<u>Plumbing</u>	Permits Issued: 29	Cost of Improvements: \$54,677.00
<u>POD</u>	Permits Issued: 6	Cost of Improvements: \$0.00
<u>Roofing</u>	Permits Issued: 49	Cost of Improvements: \$208,721.00
<u>Sign</u>	Permits Issued: 2	Cost of Improvements: \$4,650.00
<b>Total Permits: <u>370</u></b>		<b>Total Improvements: <u>\$2,107,165.00</u></b>

## Fees Collected

Backfill Inspection	\$80.00
Building Permit	\$1,600.00
Local Improvement Permit	\$19,305.00

# Permits Issued By The Building Department

Wednesday, September 02, 2009

Between: 8/1/2009 And 8/31/2009

Electrical Fees	\$800.00
Electrical Inspection	\$2,690.00
Signs	\$150.00
Footing Inspection	\$175.00
Framing Inspection	\$1,220.00
Inspection	\$3,455.00
Fence Fees	\$475.00
Foundation Inspection	\$175.00
Plumbing Fees	\$710.00
Plumbing Inspection	\$3,100.00
Plumbing Inspection (Underground)	\$150.00
Post Hole Inspection	\$955.00
HVAC Permit	\$680.00
HVAC Inspection	\$1,750.00
Service Charge	\$1,075.00
Insulation/Fire Stopping Inspection	\$640.00
New Water Meter	\$1,000.00
Tap Fee	\$500.00
Demolition Fees	\$25.00
Dumpster	\$775.00
POD	\$150.00
Parkway Use	\$50.00
Parkway Inspection	\$145.00
Pre-Pour Inspection	\$1,465.00
Sidewalk Opening	\$150.00
Street Opening	\$75.00
Fine - Working Without Permit	\$950.00
Roof Covering Fees	\$2,610.00
Garage Permit	\$325.00
Miscellaneous Fees	\$475.00
<b>Total Fees Collected . . . . .</b>	<b>\$47,880.00</b>



Permit Detail

2009	April	Bldg	14		2008	October	Bldg	10	
2009	April	Dump	8		2008	October	Dump	5	
2009	April	Elec	20		2008	October	Elec	26	
2009	April	Fence	13		2008	October	Fence	13	
2009	April	Gar	7		2008	October	Gar	15	
2009	April	HVAC	11		2008	October	HVAC	19	
2009	April	Impr	202		2008	October	Impr	266	
2009	April	Plum	31		2008	October	Plum	42	
2009	April	POD	1		2008	October	POD	2	
2009	April	Roof	50		2008	October	Roof	111	
2009	April	Sign	4		2008	October	Sign	5	
				361					514
2009	March	Bldg	17		2008	September		1	
2009	March	Dump	9		2008	September	Bldg	13	
2009	March	Elec	24		2008	September	Dump	12	
2009	March	Fence	10		2008	September	Elec	52	
2009	March	Gar	7		2008	September	Fence	16	
2009	March	HVAC	13		2008	September	Gar	11	
2009	March	Impr	189		2008	September	HVAC	23	
2009	March	Plum	43		2008	September	Impr	277	
2009	March	POD	1		2008	September	Plum	55	
2009	March	Roof	41		2008	September	POD	2	
2009	March	Sign	6		2008	September	Roof	89	
				360	2008	September	Sign	4	
									555
2009	February	Bldg	10		2008	August		1	
2009	February	Dump	6		2008	August	Bldg	18	
2009	February	Elec	21		2008	August	Dump	12	
2009	February	Fence	1		2008	August	Elec	41	
2009	February	Gar	1		2008	August	Fence	16	
2009	February	HVAC	4		2008	August	Gar	10	
2009	February	Impr	97		2008	August	HVAC	18	
2009	February	Plum	29		2008	August	Impr	275	
2009	February	POD	3		2008	August	Plum	26	
2009	February	Roof	13		2008	August	POD	4	
2009	February	Sign	6		2008	August	Roof	74	
				191	2008	August	Sign	4	
									499
2009	January	Bldg	13						
2009	January	Dump	4						
2009	January	Elec	17						
2009	January	Fence	2						
2009	January	Gar	1						
2009	January	HVAC	13						
2009	January	Impr	65						
2009	January	Plum	18						
2009	January	Roof	4						
2009	January	Sign	4						
				141					
2008	December	Bldg	9						
2008	December	Dump	1						
2008	December	Elec	25						
2008	December	Fence	3						
2008	December	Gar	4						
2008	December	HVAC	16						
2008	December	Impr	96						
2008	December	Plum	32						
2008	December	Roof	9						
2008	December	Sign	6						
				201					
2008	November	Bldg	11						
2008	November	Dump	5						
2008	November	Elec	24						
2008	November	Fence	10						
2008	November	Gar	6						
2008	November	HVAC	16						
2008	November	Impr	141						
2008	November	Plum	18						
2008	November	POD	1						
2008	November	Roof	62						
2008	November	Sign	7						
				301					

*Permit Detail*

**Total Permits Issued**      **4778**

# Report Of Building Permits Issued By The City Of Berwyn

Wednesday, September 02, 2009

Between: 8/1/2009 And 8/31/2009

Name and Address	Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Jose O. Reyes 6431 W. Cermak Road	8/6/2009	Bldg-B 7306-0	\$25,900.00	\$1,420.00
A & P Del Real-Quintero 1215 S. Wesley Avenue	8/10/2009	Bldg-B 7307-0	\$14,350.00	\$520.00
Damjan Vujanovic & Florence Vuj 3749 S. Scoville Avenue	8/11/2009	HVAC- 7308-0	\$11,000.00	\$350.00
Daniel Cwik and Bridgette Secor 2520 S. Clinton Avenue	8/11/2009	Bldg-B 7309-0	\$12,000.00	\$400.00
Frederck Kinderski 1642 S. Wesley Avenue	8/12/2009	Bldg-B 7310-0	\$22,000.00	\$480.00
Armida De Jesus 1400 S. Highland Avenue	8/17/2009	Bldg-B 7311-0	\$5,000.00	\$255.00
Alejandro Rodriguez 6521 W. 27th Street	8/18/2009	Gar-B 7312-0	\$15,000.00	\$350.00
Aaron Stewart 3312 S. Harvey Avenue	8/19/2009	Bldg-B 7313-0	\$0.00	\$60.00
Jennifer Pandel 2304 S. Clinton Avenue	8/21/2009	Gar-B 7314-0	\$12,849.00	\$220.00
John Messer & Emily Schultz 1320 S. Highland Avenue	8/21/2009	Gar-B 7315-0	\$6,750.00	\$135.00
Timothy McMahon 1932 S. Maple Avenue	8/25/2009	Bldg-B 7316-0	\$72,500.00	\$1,140.00
Matthew J. Raymond & Sonya R 2807 S. Ridgeland Avenue	8/31/2009	HVAC- 7317-0	\$4,000.00	\$210.00
Armando & Mana Cabral 1301 S. Oak Park Avenue	8/26/2009	Bldg-R 5703-1	\$0.00	\$60.00


# Report Of Building Permits Issued By The City Of Berwyn

Wednesday, September 02, 2009

Between: 8/1/2009 And 8/31/2009

<i>Name and Address</i>			<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
<i>John Krigen</i>	2415 S. Oak Park Avenue	ERECT DET. FRAME GARAGE 24 X 22 X 14 H. - WILL HAVE 8' WIDE O. H. GARAGE DOOR ON YARD SIDE & 16' WIDE O. H. DOOR AT ALLEY - (FOUNDATION COMPLETED ON ORIG B-7127 PERMIT)	8/21/2009	Bldg-R 7127-2	\$6,000.00	\$195.00
<i>Jose M. Plaza</i>	2113 S. Clinton Avenue	CORRECTING PLUMBING & BRINGING UP TO CODE - IN EXISTING BASEMENT BATHROOM	8/14/2009	Bldg-R 7217-2	\$2,400.00	\$100.00
<i>JVS Leasing</i>	7111 W. Roosevelt Road	FINAL RE INSPECTION OF HVAC & BLDG FINAL	8/24/2009	Bldg-R 7220-3	\$0.00	\$250.00
<i>A &amp; J Cornelio &amp; P. Cruz &amp; Silvia</i>	2335 S. Cuyler Avenue	PLUMBING REINSPECTION.	8/18/2009	Bldg-R 7243-1	\$0.00	\$100.00
<i>Juan Quintero</i>	1815 S. Clarence Avenue	HVAC REINSPECTION	8/10/2009	Bldg-R 7251-1	\$0.00	\$50.00
<i>Thomas Lofgren</i>	3219 S. Harvey Avenue	ELECTRIC RE INSPECTION	8/4/2009	Bldg-R 7276-1	\$0.00	\$50.00
<i>John Messer &amp; Emily Schultz</i>	1320 S. Highland Avenue	DUMSPTER ON THE STREET FOR CONSTRUCTION.	8/11/2009	Bldg-R 7284-3	\$0.00	\$25.00
<i>Azure Investments, LLC</i>	1404 S. Oak Park Avenue	FRAMING RE INSPECTION	8/6/2009	Bldg-R 7295-2	\$0.00	\$50.00
<i>Oliveno Guevara</i>	2634 S. Euclid Avenue	FRAMING REINSPECTION	8/10/2009	Bldg-R 7298-1	\$0.00	\$50.00
<b>22</b>	<b>Building Permits Issued During Period</b>			<b>Totals . . . . .</b>	<b><u>\$209,749.00</u></b>	<b><u>\$6,470.00</u></b>





Dwayne E. Ennis  
6742 Ogden Avenue  
Berwyn, Illinois 60402  
708-788-8898

August 31, 2009

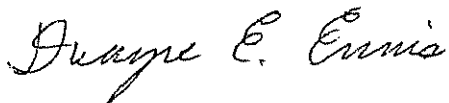
The Honorable Mayor Robert J. Lovero  
And Members of the Berwyn City Council  
City of Berwyn  
6700 West 26<sup>th</sup> Street  
Berwyn, Illinois 60402

Dear Gentlemen,

The Kiwanis Club of Berwyn would like to request permission to conduct its' **ANNUAL KIWANIS PEANUT DAY** activity on September 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> 2009. As you are aware, the Kiwanis Club of Berwyn is a 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.**



Dwayne E. Ennis  
Peanut Chairman  
Kiwanis Club of Berwyn

1-8  
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)

80 years  
of  
Strength  
Service  
Love  
(1927 - 2007)

*The National Shrine of the Poor Souls*

August 28, 2009

Mr. Thomas J. Pavlik  
City Clerk  
City of Berwyn  
6700 W. 26<sup>th</sup> St.  
Berwyn, Illinois 60402

Dear Mr. Pavlik,

In conjunction with the celebration of the Feast of the Holy Rosary and our Catholic devotion to Our Lady of Guadalupe, I would like to request your assistance and/or authorization to conduct a group procession with Our Lady of Guadalupe on Saturday, October 10, 2009 from 11:00 a.m. to 3:00 p.m. using the following route:

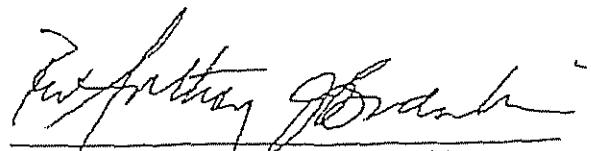
Depart at the church entrance on 23<sup>rd</sup> Street, walk west to Clarence Avenue, turn left (south) onto Clarence Avenue, walk to 25<sup>th</sup> Street, turn right (west) on 25<sup>th</sup> Street to Euclid Avenue, turn right (north) on Euclid to 23<sup>rd</sup> Street, then turn right (east) on 23<sup>rd</sup> Street and proceed to the church entrance.

We'd appreciate your assistance in providing road closures, barricades and police support, as deemed necessary to ensure the safety of the group.

May God always help you in your service to the City of Berwyn.

Thank you in advance for your kind consideration of this request.

Sincerely,

  
Rev. Father Anthony Brankin  
Pastor of Saint Odilo Parish



August 24, 2009

To the Town Of Berwyn,

We are a new church to the Town of Berwyn, but we are steadily growing. We would love to celebrate the end of the summer, and start of a new school year for the children in our congregation by having a barbeque in our parking lot.

We are currently renting space from the First Reformed Church of Berwyn located at 1900 Oak Park Ave. We have two parking lots, and we would use the back lot to park the vehicles, and the front lot to have the barbecue. We currently have 75 people, this includes children, youth, and adults. Due to the size of both parking lots we will have enough room to not need to park on the street, and we will also have enough room to safely cook and eat. We would like the event to take place on a Sunday, September 13, 2009 at noon which is during our regular meeting time.

We here at New Life understand the importance of abiding by the laws of Berwyn, and we want to make sure that the Town is aware of what we would like to do.

Please let us know at your earliest convenience if this is an acceptable event. Should you have any questions please feel free to contact our church administrator, Melissa Ayala at 708-927-2556, or myself Pastor George Sosa at 773-691-7228. Should you have any questions about our organization you may view our website at:  
<http://www.newlifechicago.mobi/Berwyn/default.aspx>

Thank you,

Pastor George Sosa

---

Helping people to find their way back to God

4101 W. 51<sup>st</sup> Street • Chicago, IL 60632  
Phone (773) 838-9470 • Fax (773) 838-9450 • [www.newlifechicago.org](http://www.newlifechicago.org)

K-10



September 3, 2009

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

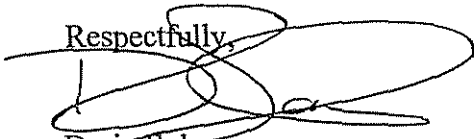
RE: Closure of Elmwood Avenue North from Cermak Road to the alley for the "Czech Oasis" at Houby Fest.

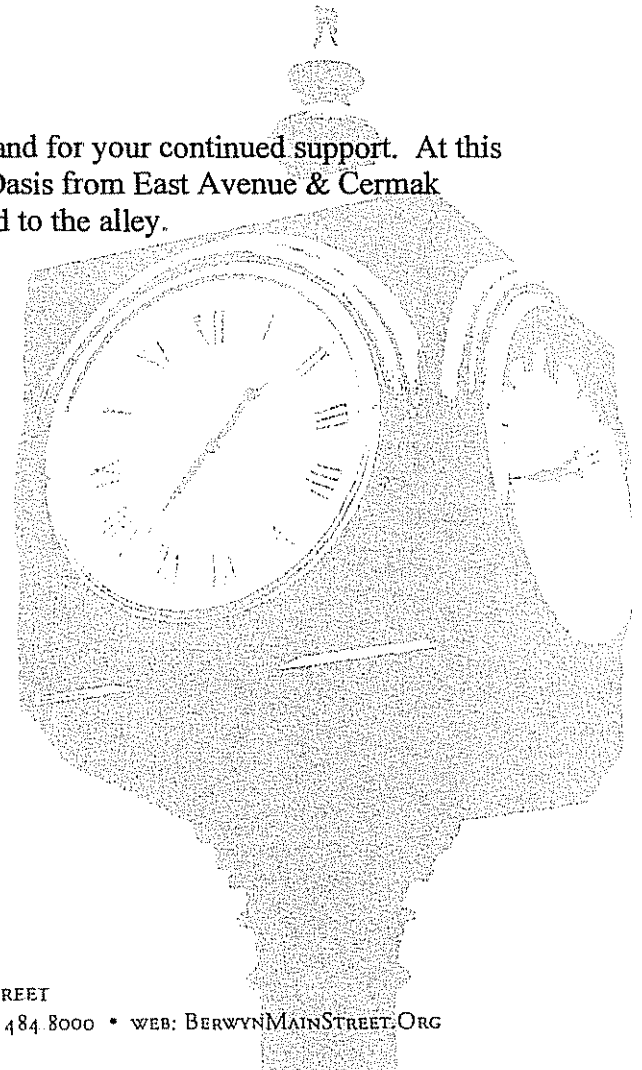
Ladies and Gentlemen:

I would like to thank you for your prior approval and for your continued support. At this time BMS is now requesting to move our Czech Oasis from East Avenue & Cermak Road to Elmwood avenue north from Cermak road to the alley.

BMS is requesting the same consideration.

Respectfully,

  
Dario Solano  
Executive Director  
Berwyn Main Street





August 6, 2009

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

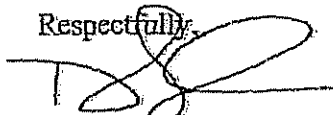
RE: Closure of East Avenue north from Cermak Road to the alley for the "Czech Oasis" at Houby Fest.

Ladies and Gentlemen:

The Berwyn Main Street Foundation will be participating in the 2009 Houby Day Festival for its 41<sup>st</sup> Anniversary. The BMS would like to organize the Czech Oasis with Beer Garden, an Entertainment Stage and various local vendors and Non-for-profit Organizations. Police presence has been requested. This will be held on October 3, and 4, 2009. The BMS is asking for permission to close East Avenue north from Cermak to the alley for the Beer Garden and entertainment. BMS will provide proper insurance and attached is a Hold Harmless agreement with the City of Berwyn.

Please consider to sign the agreement and to allow BMS to use said area for the "Czech Oasis" at Houby Fest.

Respectfully,

  
Dario Solano  
Executive Director  
Berwyn Main Street

## LICENSE AGREEMENT

This License Agreement (hereinafter referred to as the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 2009 (hereinafter referred to as the "Festival") on October 3 and October 4, 2009; and

**WHEREAS**, the City is the owner of real property located at Cermak Road and Elmwood 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 October 3, 2009, at 3:00 a.m., to October 4, 2009, at 12:00 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.**

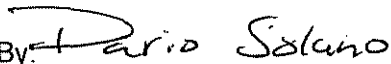
By:  \_\_\_\_\_

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

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

Its: \_\_\_\_\_

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

By:  \_\_\_\_\_  
Its: Executive Director

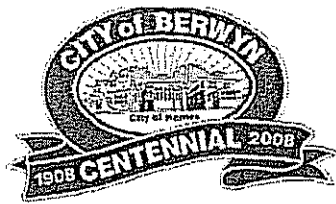
Date: 9-3-07

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

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

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

Robert J. Lovero  
Mayor



A Century of Progress with Pride

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

Thomas Pavlik  
City Clerk

Date: 9-31-09

Mayor Lovero & Members of  
The Berwyn City Council

Re: ALLEY GARAGE SALE 1700 blocks of CLINTON / KENILWORTH

Honorable Mayor Lovero & Members of Council:

The residents of the 1700 block of CLINTON / KENILWORTH  
Name of Street/Streets

Wish to hold an ALLEY GARAGE SALE on SEPT. 12  
Date / Dates (Maximum 2)

We are aware of the ordinance regarding ALLEY GARAGE SALES and will abide by all of them.

Thank you for your consideration.

Yours truly,

RESIDENT APPLICATIONS AVAILABLE FOR REVIEW  
IN THE CLERK'S OFFICE

PATTY KATSULEAS

Contact person is: \_\_\_\_\_

Address: 1833 CLINTON AVE.

Phone number: \_\_\_\_\_