

# **City of Berwyn City Council Meeting**

**SEPTEMBER 22, 2009**

**BERWYN CITY COUNCIL MEETING**  
**SEPTEMBER 22, 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. MTG. 9/8/09 COW-9/8/09
- (D) BID OPENING - TABULATIONS
  - 1. 2009 CDBG SIDEWALK REPLACEMENT
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
  - 1. APPT-DIRECTOR OF PUBLIC WORKS
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM ( ZONING) BOARD OF APPEALS
  - 1. DEFER-ZBA-CLEARWIRE LEGACY LLC-6500-6514 W. CERMAK RD.
  - 2. ZBA- RESOLUTION-AZTEC AMERICA BANK-2134-36 OAK PARK AVE.
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
  - 1. PAUL-REDUCED VEHICLE REGISTRATION FEES FOR ANTIQUE MOTOR VEHICLES
  - 2. PAUL-OCTOBER 7, 2009 INTERNATIONAL WALK TO SCHOOL DAY IN BERWYN
  - 3. BOYAJIAN-STOP SIGNS
  - 4. AVILA-HISPANIC HERITAGE MONTH CELEBRATION
  - 5. B/Z/P COMM.-PROPOSED CHANGE IN ORDINANCE-CONSTRUCTION TIME
  - 6. F&P COMM-REG. POLICE CHIEF HIRING 3 NEW POLICE OFFICERS
  - 7. F&P COMM-REMOVE REFERRAL ITEMS FROM LIST
  - 8. PARKING & TRAFFIC COMM.-PARKING FEES FOR VACIN FAIRWAY PERMITS
  - 9. PARKING & TRAFFIC COMM-PARKING RESTRICTIONS
  - 10. PARKING & TRAFFIC COMM.-INVENTORY OF PARKING RELATED SIGNAGE

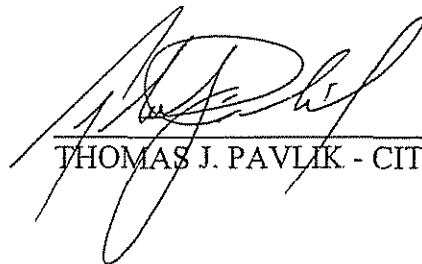
(J) STAFF REPORTS

1. DEFER-DEP.POLICE CHIEF-REVIEW OF RED LIGHT PHOTO ENFORCEMENT SYSTEM
2. DEFER-PUB WKS DIR-REQ. RFP-HOLIDAY DECORATION PROGRAM
3. CITY ADMINISTRATOR-RETAINING BOND COUNCIL
4. LAW-SETTLEMENT APPROVAL EEOC 2009CF1946
5. PW-AMENDED ENGINEERING SERVICES AGREEMENT FOR TANK REPAIR CONSTRUCTION

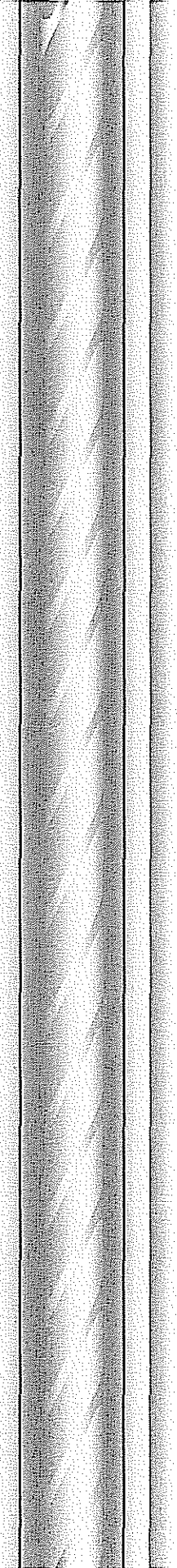
(K) CONSENT AGENDA: ALL ITEMS ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE IN NATURE AND WILL BE ENACTED IN ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED AS THE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

1. BUDGET CHAIRMAN-PAYROLL- 9/16/09-\$947,631.07
2. BUDGET CHAIRMAN-PAYABLES-9/22/09 \$2,845,070.33
3. FIRE DEPT-BERWYN FIRE FIGHTERS LOCAL 506 CANCER DRIVE
4. CICERO-BERWYN LODGE #1510-"LOLLIPOP DAY"-10/10/09
5. BLOCK PARTY-2800 WENONAH-10/3/09
6. BLOCK PARTY-3500 HOME AVE-10/3/09

ITEMS SUBMITTED ON TIME 26



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THOMAS J. PAVLIK - CITY CLERK

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

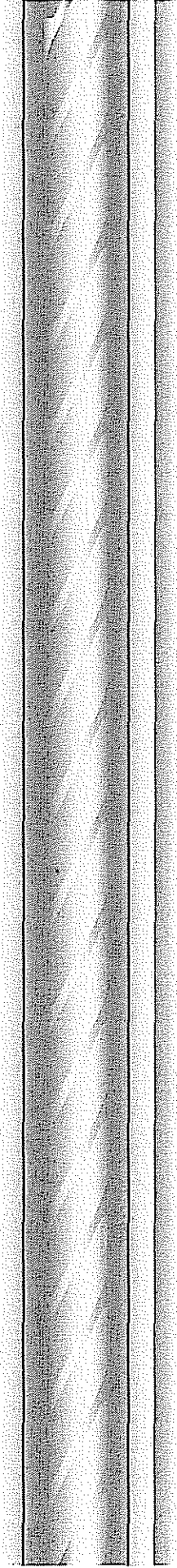
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**C. Presentation of Previous  
Meeting Minutes for Approval**



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

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

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

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:05 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 mother of former Alderman, Patricia Fortunato, for the speedy recovery of Sal Bertuca, father of City Attorney Anthony Bertuca, for the deceased Mrs. Vesecky, owner of Vesecky's Bakery, and for the safety of all police, fire, and paramedics.
3. Open Forum portion of the meeting was announced. The Mayor recognized a resident from the 3600 block of Kenilworth who spoke on partial resurfacing of the alley behind her home, a resident of the 3200 block of Maple complained of the excessive noise from new speakers installed at the Harlem Avenue station and also spoke on the pot hole in the alley between the 3200 block of Wisconsin and Maple, Alderman Chapman reminded all of the Oktoberfest taking place on September 11<sup>th</sup> and 12<sup>th</sup> and also invited all to the 1<sup>st</sup> Ward Coffee on September 16, 2009 at 7p.m. at Grounds for Appeal, Alderman Paul spoke on behalf of the 2010 census and handed out tri-fold flyers and asked aldermen to distribute at their ward meetings, Alderman Santoy reminded all of the 5<sup>th</sup> Ward meeting on September 28<sup>th</sup> at the Berwyn Community Center, Mayor Lovero introduced State Representative Dan Burke and thanked him for the funds secured, which are to be used for the artificial grass for the Soccer Field at Januara Park, Representative Burke presented the Mayor and City of Berwyn with a symbolic check in the amount of \$400,000.
4. The minutes of the regular Berwyn City Council meeting and the Committee of the Whole for August 25, 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 Berwyn Development Corporation submitted a communication regarding a Change Order Authorization for Parking Structure, related to the cost associated with additional furnishing and installation of conduit and



boxes for the Code Blue emergency call stations. Thereafter, Chapman made a motion, seconded by Avila, to concur and approve for payment in an amount not to exceed \$41,968. The motion carried by a unanimous roll call vote.

6. The Berwyn Development Corporation submitted a communication regarding a Change Order Authorization for the Depot District Parking Structure for related cost associated with 12 additional days due to a number of days when weather conditions prevented progress of work. Thereafter, Chapman, made a motion, seconded by Skryd, to concur and approve for payment in an amount not to exceed \$35,018. The motion carried by a unanimous roll call vote.
7. The Berwyn Development Corporation submitted a communication with an attached Resolution entitled:  
**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**  
Thereafter, Chapman made a motion, seconded by Laureto, to **adopt** the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
8. The Berwyn Development Corporation submitted a communication with an attached Resolution entitled:  
**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**  
Thereafter, Skryd made a motion, seconded by Avila, to concur and **adopt** the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
9. The Berwyn Development Corporation submitted a TIF application for Able Printing, 6837 Stanley Avenue. After discussion, Chapman made a motion, seconded by Skryd, to concur and approve for payment in an amount not to exceed \$11,228.50. The motion carried by a unanimous roll call vote.
10. The Berwyn Development Corporation submitted a communication regarding a Commercial Loan Program with an attached Intercreditor Agreement. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted and to authorize the corporate

authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

11. The Mayor submitted a Proclamation declaring the fourth Monday of every September as "Family Day", A Day to Eat Dinner with Your Children. Thereafter, Skryd made a motion, seconded by Chapman, to concur and **adopt** the Proclamation as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a voice vote.
12. The Mayor submitted a communication regarding the appointment of Library Board members, Ann Marrone, Emeritus, Doris Remp, Maria Salinas, Louise Sommese, Irene Martin, Eileen Pech, John Chrastka, Jill Banbenik, Jerome Pohlen, and Roxanne Faulds. Thereafter, Chapman made a motion, seconded by Skryd, to concur in the appointments. The motion carried by a voice vote.
13. The Zoning Board of Appeals submitted a Resolution/Ordinance regarding Clearwire Legacy LLC, 6500-6514 W. Cermak Road. After discussion, Polashek made a motion, seconded by Skryd, to defer the matter for 2 weeks. The motion carried by a voice vote.
14. Alderman Paul submitted a communication regarding Unsecured Revolving Line of Credit with Citizens Bank, questioning the language and promissory note. Thereafter, Paul made a motion, seconded by Skryd, to accept the matter as informational. The motion carried by a voice vote.
15. Alderman Skryd submitted a request regarding the purchase of Rain Barrels from the Metropolitan Water Reclamation District. Thereafter, Skryd made a motion, seconded by Chapman, to concur and approve for payment. The motion carried by a unanimous roll call vote. Thereafter, Skryd made a motion, seconded by Chapman, to refer the matter to the Public Works Director, to arrange for pickup. The motion carried by a voice vote.
16. Alderman Skryd submitted a communication regarding amendments to the Composting Ordinance 1060.11. Thereafter, Skryd made a motion, seconded by Chapman, to refer the matter to the Law Department to amend the ordinance. The motion carried by a voice Vote.
17. Alderman Laureto submitted a communication regarding the Grand Opening of the McDonald's Restaurant on Roosevelt Road, which is scheduled to reopen on September 24, 2009. Thereafter, Laureto made a motion, seconded by Avila, to accept the matter as informational. The motion carried by a voice vote.

18. The Budget Committee submitted a report from the Budget meeting held on September 3, 2009 in which they reviewed the process for the 2010 Budget including timelines and deadlines, and also reviewed the 2009 Bond update of the meeting held on September 3, 2009 at 11:00 a.m. Thereafter, Chapman made a motion, seconded by Skryd, to accept the matter as informational. The motion carried by a voice vote.
19. The Budge Committee submitted a report from the Budget meeting held on September 3, 2009 regarding City Department financial cuts in the 2009 fiscal year. The Committee will meet with all City Department Heads to identify the budget cuts. Thereafter, Chapman made a motion, seconded by Avila, to accept the matter as informational and to establish a schedule to meet with department heads. The motion carried by a voice vote.
20. Alderman Skryd submitted a communication along with an ordinance entitled:  
**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, AMENDING CHAPTER 1050 OF THE STREETS, UTILITIES, AND PUBLIC SERVICES CODE TO ALLOW THE USE OF RAIN BARRELS FOR WATER CONSERVATION PURPOSES**  
Thereafter, Skryd made a motion, seconded by Chapman, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
21. The City Administrator submitted a communication regarding a request for an RFP for Cleaning Services and Cleaning Supplies. Discussion ensued regarding amending page 2 and page 14 under attachment A regarding Green Products. Thereafter, Santoy requested the RFP to be amended to include Green Seal Certified products if available. Thereafter, Avila made a motion, seconded by Polashek, to concur and approve the request as amended on face per discussion. The motion carried by a unanimous roll call vote.
22. The Law Department submitted a communication regarding a Settlement Approval for Am Audit. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve for payment in an amount not to exceed \$20,000, per discussion in Closed Session. The motion carried by a unanimous roll call vote.
23. The Deputy Police Chief submitted a communication regarding the Red Light Photo Enforcement System. Thereafter, Chapman made a motion,

seconded by Boyajian, to defer the matter for 2 weeks. The motion carried by a voice vote.

24. The Finance Director submitted a communication regarding a \$2 million Line of Credit with an attached Resolution entitled:  
**A Resolution of the City of Berwyn, Cook County, Illinois Approving a Draw on the Unsecured Revolving Line of Credit with Citizens Bank**  
An attached Promissory Note was included. Thereafter, Chapman made a motion, seconded by Skryd, to concur and adopt the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
25. The Public Works Director submitted a request to seek bids for Holiday Decorations. Thereafter, Skryd made a motion, seconded by Polashek, to defer the matter for 2 weeks. The motion carried by the following roll call: Yeas: Boyajian, Skryd, Santoy, Polashek, Avila. Nays: Chapman, Paul, Laureto.
26. The Public Works Director submitted a communication requesting approval of bid results for CDBG-R East Avenue Sewer Rehabilitation, awarding the contract to Crowley and Sheppard Asphalt, in the amount of \$481,354.40. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve for payment. The motion carried by a unanimous roll call vote.
27. The City Engineer submitted a communication requesting approval of bid results for the 2009 Asphalt Alley Improvements, awarding the contract to A. Lamp Concrete Contractors, Inc. in the amount of \$522,045. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve for payment. The motion carried by a unanimous roll call vote.
28. The Public Works Director submitted a communication requesting a Change Order for Oak Park Street Lighting. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve for payment in an amount not to exceed \$10,512. The motion carried by a unanimous roll call vote.
29. The Consent Agenda items K-1 through K-11 were submitted  
K-1-Budget Chairman, payroll in the amount of \$913,959.88  
K-2-Budget Chairman, payables in the amount of \$949,079.28  
K-3-Laureto, handicap sign for J. Guerrero, 1334 Wisconsin, **Approve**  
K-4-Laureto, handicap sign for P. DeNormandie, 1327 Oak Park Av, **Approve**  
K-5-Collection & Licensing, business licenses issued in August, 2009  
K-6-Building Department, building permits issued in August, 2009

K-7-Kiwanis Club, Kiwanis Peanut Day, September 24<sup>th</sup>, 25<sup>th</sup>, & 26<sup>th</sup> 2009

K-8-Newlife Community Church, Barbeque, September 13, 2009

K-9-St. Odilo Church, Outdoor group procession, October 10, 2009

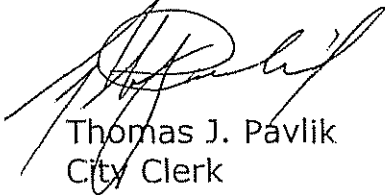
K-10-Berwyn Main Street; location change, "Czech Oasis" Houby Days  
October 3<sup>rd</sup> and 4<sup>th</sup>, 2009

K-11-Alley Garage Sale, 1800 Clinton, September 12, 2009

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

30. The Mayor called a Committee of the Whole for Tuesday, September 22, 2009 commencing with a 6:00 p.m. closed session.  
The Mayor called for a Special Committee of the Whole on Tuesday, October 6, 2009 at 7:00 p.m. regarding New Administration Preservation Primer
31. Alderman Paul called for a Parking and Traffic Committee meeting on Wednesday, September 16, 2009 at 7:30 p.m.
32. Alderman Skryd announced an Administration Committee meeting, as previously called, for Wednesday, September 16, 2009 at 6:30 p.m.
33. Alderman Avila announced a Fire & Police Committee meeting, as previously called, for Wednesday, September 9, 2009 at 6:00 p.m.
34. There being no further business to come before the meeting, same was, after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:50 p.m. The motion carried by a voice vote.

Respectfully submitted,



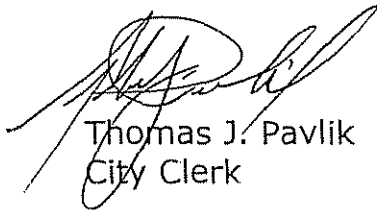
Thomas J. Pavlik  
City Clerk

**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**SEPTEMBER 8, 2009**

1. The Committee of the Whole was called to order by Mayor Lovero at 6:10 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Skryd, Polashek, Avila, Laureto. Absent: Santoy.
  
2. Parking Meters on Cermak Road-Mayor Lovero recognized Alderman Skryd who explained the reasoning and parking problems along Cermak Road with store employees who are not purchasing permits and are occupying the spaces on Cermak. Skryd would like to include parking meters on Cermak Road as well as the Vacin Fairway. Skryd referred to Alderman Polashek who addressed overnight problems, especially with trucks and commercial vehicles parking in the Vacin Fairway and purposed a fee schedule for parking permits in the Vacin Fairway along with signage and numbered spots. Alderman Avila questioned whether the matter has already been referred to the Traffic Engineer, the Mayor answered, yes. The Mayor addressed some of the issues, including business owners that are unwilling to purchase permit parking stickers for their employees. The Mayor then suggested turning over all ideas and plans to the Traffic Engineer for a review and possibly an overhaul of Vacin Fairway parking in conjunction with Cermak Road. The Mayor also suggested referring the matter to the Parking and Traffic Committee and Business and Taxation Committee along with the Traffic Engineer. Attorney Bertuca suggested using pay boxes verses coined meters. Chapman suggested to review all other city lots in order to keep all consistent including fee schedules. The Mayor requested that the Berwyn Development Corporation supply pay box information that was gathered for the new Depot Parking Garage and share that information with the City Attorney and the Parking and Traffic Committee.
  
3. Zoning request for Car Wash on 16<sup>th</sup> & Ridgeland-The Mayor stated that he has had a discussion with the owner regarding numerous problems and concerns and will share that information with the 6<sup>th</sup> Ward Alderman in order to investigate and bring back a recommendation to Council.  
Alderman Santoy present at 6:29 p.m.  
The Mayor handed out a schematic of the drawing of the purposed site, Aldermen review. The Mayor also stated that the matter has been discussed with the Traffic Engineer, who had several recommendations regarding traffic and parking issues. The Mayor stated that he will wait for the 6<sup>th</sup> Ward alderman to bring recommendation back to the Council.

4. The Mayor asked for any comments, questions, or concerns for any other Agenda items.  
**Agenda Item E-4-Amendment to the Cermak TIF District**-Alderman Skryd questioned the exhibit and the attached ordinance. Anthony Griffin of the BDC addressed the matter and stated that 1 parcel would be removed from the TIF on Cermak. The Mayor stated that it was his office that was removed.
5. **Agenda Item H-1-Resolution from the Zoning Board of Appeals regarding Clearwire Legacy, LLC, 6500-6514 W. Cermak Rd.** Resident Alderman Polashek questioned if this had been investigated, answer, yes and that it is not a Cell Tower, but a Cell Panel.
6. Skryd made a motion, seconded by Avila, to close the Committee of the Whole at 6:35 p.m. for personnel, pending litigation, and land acquisition. The motion carried by a voice vote.
7. Polashek made a motion, seconded by Avila to reopen the Committee of the Whole at 7:56 p.m. The motion carried by a voice vote.
8. Chapman made a motion, seconded by Boyajian, to adjourn the Committee of the Whole at 7:56 p.m. The motion carried.

Respectfully submitted,



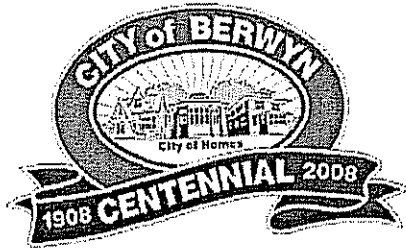
Thomas J. Pavlik  
City Clerk



## **D. Bid Openings Tabulations**



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 Lovero & City Council Members

From: Patrick Ryan, Public Works Director

Re: Request to Open Bids for CDBG Sidewalk Improvement Program

Date: September 17, 2009

Staff is seeking approval to open bids for the CDBG Sidewalk Improvement Program during the September 22, 2009 City Council meeting. This program involves replacement of dangerous sidewalks and improves alley drainage in those areas determined to be low-to-moderate income.

**Recommended Actions;**

Staff recommends the City Council open bids for the CDBG Sidewalk Improvement Program during the September 22, 2009 City Council meeting.

## INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, that sealed bids will be received for the following improvement:

### 2009 C.D.B.G. SIDEWALK REPLACEMENT Community Development Block Grant Project No. 09-02

The proposed improvement consists of the removal and replacement of P.C. concrete sidewalk (public walk), P.C. concrete driveway pavement, P.C. concrete alley pavement, and combination concrete curb and gutter; drainage structure improvements; sewer spot repairs; and utility patching.

Said bids will be received up to the hour of 12:00 Noon, on the 18<sup>th</sup> day of September, 2009, at the office of the City Clerk, in the City of Berwyn, 6700 W. 26<sup>th</sup> Street, Berwyn, Illinois 60402, and will be publicly opened and read at 8:00 p.m., on September 22, 2009, at the regularly scheduled meeting of the Mayor and City Council.

The bidding forms and documents are available at the office of Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, Illinois, 60527, (630) 887-8640, upon payment of the sum of Fifty Dollars (\$50.00), which is not refundable. The Engineer has been authorized to refuse to issue Plans, Specifications and Proposals to any person, firm, or corporation that he considers to be unqualified. Proposals must be submitted on the forms provided. No Proposals will be issued to bidders after 5:00 p.m. on the 17<sup>th</sup> day of September, 2009. All Proposals or bids must be accompanied by a bid bond, cash, or certified check made payable to the City in the amount of not less than five percent (5%) of the total amount of the Proposal as a guarantee that if the Proposal is accepted, a Contract will be entered into and the performance of the Contract is properly secured.

No bid shall be withdrawn after the opening of the Proposals without the consent of the Mayor and City Council of the City of Berwyn for a period of forty-five (45) days after the scheduled time of closing bids.

The bidder is specifically advised that the City is a recipient of a grant made pursuant to the Housing and Community Development Act of 1974 as amended. Further, in compliance with the Stevens Amendment to the Department of Defense Appropriation Act of 1989, the estimated percentage of the total cost of this project to be funded with federal dollars is one hundred percent (100%) and the exact dollar amount of federal funds which will be set aside for this project will be based on the Contract amount awarded under this offering.

All laborers and mechanics employed by Contractor or Subcontractor(s) on construction work for this project shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) and the Contractor and Subcontractor shall comply with all regulations issued pursuant to these Acts and other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the authority and functions set forth in Reorganization Plan Number 14 of 1950 (5 U.S.C. 113z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

The right to reject any and all Proposals or bids is reserved.

Dated at Berwyn, Illinois, this 24<sup>th</sup> day of August, 2009.

Mayor and City Council  
City of Berwyn

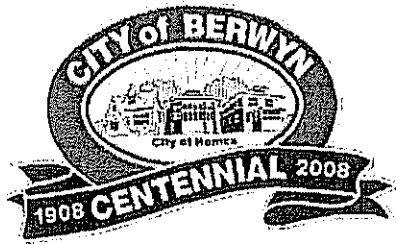
By: Robert J. Lovero (s)  
Mayor

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



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

The City of Berwyn



Robert J. Lovero  
Mayor

A Century of Progress with Pride

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

September 18, 2009

Members of the Berwyn City Council

Re: Director of Public Works

Ladies and Gentlemen:

Be advised that I am appointing Robert P. Schiller, Jr. to replace Patrick Ryan as the Public Works Director. Mr. Schiller's resume is attached. His salary shall be \$90,000 per year, and he shall have the use of a vehicle. His approximate start date will be October, 15, 2009.

I wish to thank Patrick Ryan for his years of service and wish him well in future endeavors.

Please concur with my appointment of Robert P. Schiller, Jr. as the Public Works Director.

Respectfully,

Robert J. Lovero  
Mayor

## **ROBERT P. SCHILLER, JR.**

Naperville, Illinois 60564

---

### **CAREER SUMMARY**

A progressive management leader with significant expertise in business operations in the public sector. A “big picture” thinker who possesses a clear understanding of the day-to-day operational requirements necessary to implement strategic initiatives at all levels within an organization. Possesses excellent communications skills and leads by example, providing support and mentoring for those under assigned areas of responsibility. Is known as a self starter who is focused on results in line with strong fiscal management responsibility.

### **SIGNIFICANT ACHIEVEMENTS**

- Planned and maintained operations of 5 public works divisions, 4 managers and as many as 50 maintenance staff.
- Prepared and managed \$4 million of a \$5.5 million operating budget.
- Assisted in the development of the annual Capital Improvement Program.
- Developed, presented for approval and administered the Village snow plan.
- Consistently evaluated and responded to resident and Village Council concerns and questions, providing solutions and recommendations in a timely and professional manner.
- Lead daily crew activities and made necessary decisions to direct assigned crews in completing work assignments as directed by management.
- Prepared and conducted annual performance evaluations for the division managers of the Public Works Department.
- Prepared disbursement of annual merit increases for the Public Works Department.
- Performed Civil Engineering functions including project management, utility design and layout, liaison between clients and municipal staff.
- Responsible for daily operations of the Village parking system.
- Prepared specifications for replacement of Public Works vehicles and equipment.
- Served as staff liaison to the Parking and Traffic Commission; performed traffic analyses and provided staff recommendations as appropriate.
- Served on various other committees, both internal and external.

## PROFESSIONAL EXPERIENCE

**Chicago Area Company** 2004–Present

*Public Works Engineer*

**VILLAGE OF DOWNERS GROVE**, Downers Grove, Illinois 1979–2003

*Assistant Director, Public Works (2001-2003)*

*Traffic Supervisor/Manager (1993-2001)*

*Crew Leader, Traffic (1989-1993)*

*Maintenance Crew Leader (1985-1989)*

*Maintenance Worker, Drainage (1979-1985)*

## EDUCATION / TRAINING

Various Coursework, College of DuPage, Glen Ellyn, Illinois  
Downers Grove South High School

“High Performance Organization” / Management Excellence Program

Pavement Marking Inspector/Installer Certification

Class “C” Water Operator (SIU-Elgin)

Northwestern Traffic Institute – Traffic Control Devices Workshop (Northwestern University)

Northwestern Traffic Institute – Traffic Calming Workshop (Northwestern University)

Snow Operations and Planning Workshop (APWA)

Duncan Electronic Meter & Software Seminar – Harrison Arkansas

Storm Sewer Structure Inspection Methods (IDOT)

Work Zone Safety Seminar (IDOT)

GASB 34 Implementation Workshop

Sexual Harassment in the Workplace

## PROFESSIONAL AFFILIATIONS/COMMITTEES/CIVIC INVOLVEMENT

American Public Works Association

American Traffic Safety Services Association

Public Works Employee Committee

Economic Development Commission (Ogden Avenue Redevelopment Committee)

Public Works Representative to the Downtown Management Board (including during the CBD Infrastructure Redevelopment Project)

Public Works Staff Liaison to Special Events

Parking Deck Design Team

Accident Review Board

North Wheatland Township Homeowners Association

(Member for 20 years, President for 4 years, Vice President for 5 years and Roads/Traffic/Safety Committee for 2 years)



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



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

Handwritten initials or marks in the top left corner.

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 09/22/09

**Deferred Communication**

Agenda Item H-1 is a Deferred Communication from C C Meeting dated 09/08/09 Item #13

FROM ZONING BOARD OF APPEALS

Re: CLEARVIEW LEGACY, LLC, 6500-6514 W. CERMAK ROAD

\_\_\_\_\_



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

ITEM NO. 13

DATE SEP 8 2009

DISPOSITION

*Refer*

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.

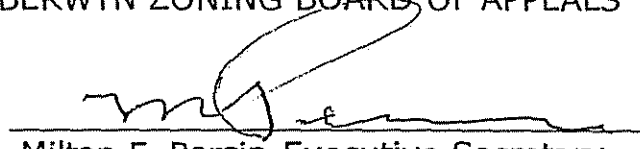
6. Mrs. Mary Esther Hernandez, the area investigator, presented a written report which is incorporated by reference in this resolution. She met with Terry Callahan and was told that they are requesting a Conditional Use to install wireless internet antennas on the chimney of the building with a dish. 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 to 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 stylized and somewhat cursive.

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





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

September 17, 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

Mayor and City Council

C/O City Clerk

6700 West 26<sup>th</sup> Street

Berwyn, Illinois 60402

RE: Aztec America Bank

2136 S. Oak Park Avenue

Dear Mr. Pavlik:

Enclosed is a Resolution pertaining to the above captioned matter(s).

Since the Berwyn Zoning Board of Appeals did not pass or reject the above matter(s) by FOUR (4) or more votes, this resolution is being sent without any specific recommendation under Section 1244.05 (g) of the Zoning Code and the Rules and Regulations of the Zoning Board of Appeals. Review of the facts in the resolution should enable the City Council to reach a final decision.

Please place this matter on the City Council Agenda at your earliest convenience.

Sincerely

Milton F. Persin  
Executive Secretary

RESOLUTION

LEGAL DESCRIPTION

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LOT 27 IN BERWYN GARDENS, A SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS

2134-36 S. Oak Park Avenue

REQUEST BY APPLICANT

Change in Non-Conforming Use-Drive through and signage

APPLICANT-(Individually and Collectively)

AZTECAMERICA BANK and CARLOS J. MANTOYA

DATE OF PUBLIC HEARING

September 15, 2009

DATE OF PUBLIC NOTICE PUBLICATION

August 26th, 2009, Life Newspaper

MEMBERS PRESENT

Messrs Malina, Fejt, Miller, Chrastka, Persin & 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 15th day of September, 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. Carlos J. Montoya, general attorney for the applicant , and Donald J. Wallin, the Architect hired by the bank, both appeared as witnesses for the applicant and testified on behalf of the applicant jointly as to the facts that were in their knowledge.

2. Owner of the property is AZTEC AMERICA BANK and they purchased the property in October of 2003. The lot measures 127.10 at the north lot line, and 127.09 at the south lot line, and 35 feet in width from east to west. The brick building is two stories high at the front east end and one story high at the rear west end. The front two stories measures 48.35 from east to west, 35 feet wide, and is 31 feet high. The rear one story area is 16.85 at the north lot line and 19' at the south lot line. There is a basement that occupies the entire length of the building. The first floor of the entire building is used for general bank purposes and the second floor has offices and work stations to be used by the bank employees, a washroom and a lunch room. There is one main entrance to the bank at the front Oak Park east side of the building and a private rear door that is not used by the customers. There is a rear stairway leading to the second floor and basement.

3. Applicant presented plans with photos and described content of plans as shown on pages SK1 through SK8 which are incorporated by reference and generally depict the following:

A. East Front Elevation: Will erect a cantilevered logo sign in the middle of the second floor window area, with four wall mounted up and down light fixtures from end to end , and six cantilevered wall sign lights extending out about 3 feet below the second floor windows from end to end shining over a composite metal cladded canopy housing containing a recessed internally illuminated sign about 20'-6" in length with 1'-10" lettering and words "AZTEC AMERICA BANK".

B. West Rear Elevation: Will add a bank Logo and a new flat internally illuminated sign measuring about 14'-6" in length on the railing, with 1'-10" lettering and words of "AZTEC AMERICA" There are existing steel stairs leading to the ground level.

C. North Elevation: The Billboard has been removed and a new Logo sign 2'-6" will be erected in that area and a 26'-6" long sign adjacent to the Logo sign with lettering of "AZTEC AMERICA BANK".

D. South Elevation: A 4' X 4'-1" information sign will be erected pertaining to the Drive Thru near the top of the wall with a smaller sign above the new window stone sill with words of "BANK".

4. Applicant proposes to include a customer two station Drive Thru facility with the first station being about 15 feet west of the rear of the building. The applicant has presented two alternatives in regard to the flow of traffic for the customer Drive Thru Stations. The first original option has the traffic flowing through the Municipal parking Lot west from Oak Park Avenue and East from Grove Avenue, south into the customer stations, and exiting into the alley. The second option, which was recommended by the area Investigator, has the traffic flowing north from the alley and then exiting through the Municipal lot at Oak Park or Grove Avenue. The alley is about 16 feet wide and there is a light pole at the south end of the alley. Some of the Board Members expressed concern about backing up of cars in the alley causing a traffic jam.

5. Mr. Montoya stated that there should be enough room for two cars in line on site entering from the alley and they will move the stations as far to the north as possible if that option is chosen. The applicant understands that they need to obtain permission from the City of Berwyn to use the parking lot and to eliminate 3 parking spaces in the lot with either option. There will be no available parking on site but customers and employees will park on the street and in the municipal parking lot which can accommodate about 60 cars. Mr. Montoya estimates that the time for each customer at the pay station will not exceed 5 minutes and they expect to have no more than a maximum of 15 employees on the premises at any one time. Plans call for a new ATM facility located inside the bank at the west rear end of the building. The bank will be open 9:A.M. to 5:00 P.M. Monday through Thursday and to 6:00 P.M. on Friday, and 9:00 A.M. to 1:00 P.M. on Saturday. The Drive Thru will probably have some extended hours.

6. Mr. Montoya stated that the bank has one other location in the City of Chicago. On questioning in regard to snow removal and traffic problems with snow on the ground, Mr. Montoya stated that they will take whatever emergency measures are necessary to cope with the snow problem and most of the snow will probably be shoveled into the 15 foot area between the customer stations and the rear of the building. Even though the City will probably clear the alley, they will

also have to help in emergency situations. There is a funeral home to the west and they may have to shut off the Grove traffic on funeral days.

7. In closing Mr. Montoya stated that the Drive Thru will provide better and more convenient service to their customers and will also relieve some of the congestion and the lighting will bring attention to their bank.

8. Mr. Don Miller, the area investigator, presented a written report which is incorporated by reference in this resolution. He did his investigation on August 29, 2009 in presence of Mr. Montoya at the bank site. The proposed Drive Thru access will eliminate 2 to 3 parking spaces on the Emil Vacin Fairway. There is a telephone pole located on the south side of the alley and a security camera mounted on the south wall of the bank building, reducing the overall width of the alley to about 14'-2". This would not be sufficient space for vehicles to pass one another, and vehicles exiting in the alley traveling east toward Oak Park Avenue would be hampered by a blind spot from the corner of the bank. Mr. Miller cited all the variations that will be necessary in his report. (The Board Members were asked to include either option for the Drive Thru as part of the entire project). Mr. Miller voted in favor of granting all the variations needed to complete the project in accordance with the plans submitted with the option of having the cars enter the Drive Thru Stations from the alley.

9 Messrs Malina, Fejt and Persin voted in favor of granting all the variations needed to complete the project in accordance with the plans submitted with the option of having the cars enter the Drive Thru from the parking lot. Mrs. Hernandez and Mr. Chrastka, both voted against the entire project. Those voting against the entire project stated that the alley is not wide enough to accommodate the traffic that will be generated by the Drive Thru, and the lighting is too much for that building. Those voting for the project with the lot entrance for the Drive Thru were concerned about stacking of cars in the alley and causing more traffic congestion.

10. The final vote was three in favor of granting all the variations needed to complete the project in accordance with the plans submitted with the cars entering the Drive Thru stations from the parking lot and exiting through the alley; One vote for granting the variations needed for the project in accordance with the plans submitted with the cars

entering the Drive Thru from the alley and exiting through the parking lot; and two votes against the entire project.

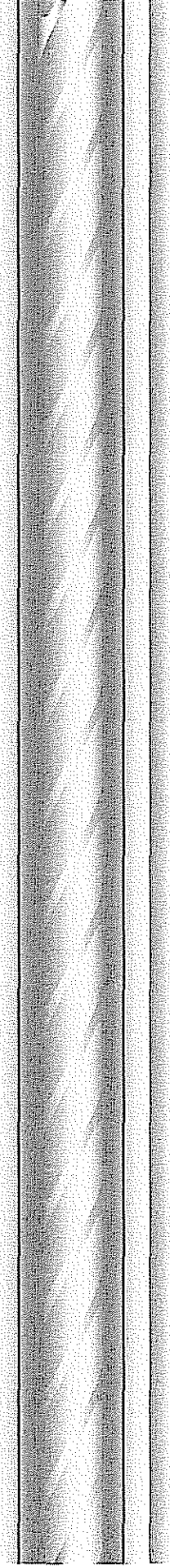
Since there were not at least four (4) votes for granting the entire project with Agreement on either Drive Thru option, then this resolution is submitted to the City Council without any recommendation for their final approval under Section 1244.05 (g) of the Zoning Code and the Rules and Regulations of the Zoning Board of Appeals.

This resolution is hereby submitted to the City Clerk for City Council final vote.

BERWYN ZONING BOARD OF APPEALS

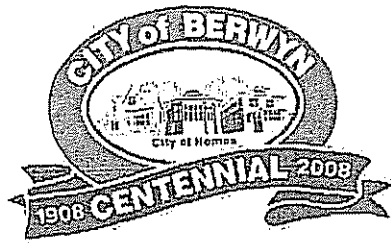


Milton F. Persin-Executive Secretary



**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

September 14, 2009

To: The Hon. Mayor Robert Lovero, and  
Members of the City Council

Re: Reduced Vehicle Registration Fees for Antique Motor Vehicles

Ladies and Gentlemen:

It has come to my attention that owners of antique motor vehicles are required to pay the same city vehicle registration fee as do owners of vehicles used for daily convenience and transportation.

Owners of "Antique Vehicles" registered with the Illinois Secretary of State are allowed to only drive the vehicle "on the highways only going to and returning from antique auto shows or exhibitions, or for servicing, or for a demonstration." (See attached Sec. State affidavit). Due to the value of the vehicles and the cost of refurbishing the vehicles to mint condition, owners are less likely to park their vehicles on our streets.

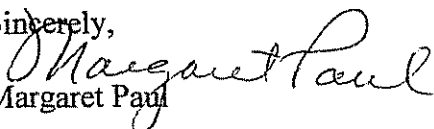
Owners of "Antique Vehicles" registered by the Illinois Secretary of State who live in Berwyn participate in the city's events such as the Depot District Cruise Nights and Route 66 Car Show, thereby providing the City and residents an opportunity to view and enjoy these vintage vehicles.

Therefore, owners of vintage vehicles believe that due to the limited mileage driven on Berwyn streets, the fact that most vehicles are garaged and not congesting city streets, and that they provide entertainment and pleasure to other residents, the Berwyn vehicle registration fee required should be reduced below that of non-antique registered vehicles.

I concur with the owners of such vehicles and suggest that a special reduction of \$15.00 below the cost of the City's annual vehicle registration fee be granted to owners of Antique Motor Vehicles registered as such with the Illinois Secretary of State.

I request that this communication be referred to the Budget Committee and to the Business, License & Taxation Committee for review and consideration.

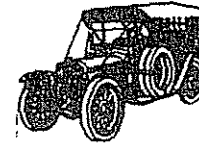
Sincerely,

  
Margaret Paul



NO person for for  
vehicle tag price  
\$15 descent

**JESSE WHITE**  
Secretary of State



**AFFIRMATION OF USE AND CONDITION OF ANTIQUE MOTOR VEHICLE**

The undersigned does hereby affirm that the vehicle for which registration is sought herein will be driven on the highways only in going to and returning from antique auto shows or exhibitions, or for servicing, or for a demonstration, and does also affirm that the mechanical condition, physical condition, brakes, lights, glass and appearance of such vehicle is the same or as safe as originally equipped.

~~\_\_\_\_\_~~  
(Applicant's Signature)

Applicant's Name:	<del>_____</del>		
Address:	<del>_____</del> Brooklyn, IL		
Vehicle Information	Year 1978	Make HONDA	Model Motorcycle Goldwing GL1000
Identification Number	<del>_____</del>		

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: Mayor Lovero &  
Members of the City Council

September 17, 2009

Re: October 7, 2009 International Walk to School Day in Berwyn

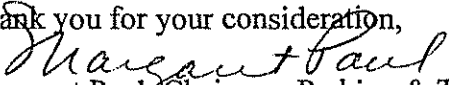
Dear Mayor, Ladies and Gentlemen:

Nicole Campbell, City of Berwyn Traffic Engineer, advised the members of the Parking & Traffic Committee about a wonderful international effort to encourage school children to walk to school. The members of the committee have reviewed the information Ms. Campbell provided along with the web site information promoting this idea across the United States as well as globally. We whole heartedly agree that observing October 7, 2009 as International Walk to School Day in Berwyn would be a worthwhile endeavor.

Alderman Laureto advised us that some of the schools in District 98 have been celebrating this event for years. Four Berwyn schools have already registered their events on the official Walk to School web site: [www.walktoschool.org](http://www.walktoschool.org). Those schools are Irving Elementary, Prairie Oak, Havlicek Elementary, and Emerson Elementary. We believe that this international event is one that all Berwyn schools should be encouraged to participate in.

The members of the Parking & Traffic Committee also would like to request the assistance of the Berwyn Police Department, Berwyn Fire Department, Berwyn Crossing Guards, as well as our fellow Aldermen to assist our local schools in their efforts to make October 7<sup>th</sup> a fun filled and safe celebration. Everyone can help by being on walking routes of participating schools to shake hands and encourage traffic safety. Increased patrols in areas around our schools while children are walking to and from school would encourage motorists to obey traffic and parking regulations as well as protect the increased number of walkers that day.

The committee members also ask that October 7, 2009 be proclaimed International Walk to School Day in Berwyn. A sample proclamation suggested by the National Center for Safe Routes to School of the University of North Carolina is attached for review. We ask the Mayor's help by placing a proclamation for this day on the October 6<sup>th</sup> agenda, putting the day on the City's on-line calendar, and by sending a letter to all Berwyn school principals encouraging their participation.

Thank you for your consideration,  
  
Margaret Paul, Chairman Parking & Traffic Committee



**Official International Walk to School Day Proclamation**

October 7, 2009

Contact: (Name, Organization, and Telephone Number)

**Whereas**, hundreds of children could be saved each year if communities take steps to make pedestrian safety a priority.

**Whereas**, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine.

**Whereas**, driving students to school by private vehicle contributes to traffic congestion and air pollution.

**Whereas**, an important role for parents and caregivers is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution.

**Whereas**, community leaders and parents can determine the "walkability" of their community by using a walkability checklist.

**Whereas**, community members and leaders should make a plan to make immediate changes to enable children to safely walk and bicycle in our communities and develop a list of suggestions for improvements that can be done over time.

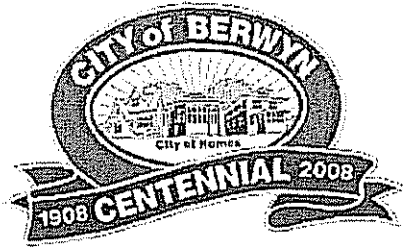
**Whereas**, children, parents and community leaders around the world are joining together to walk to school and evaluate walking and bicycling conditions in their communities.

**Now Therefore, Be It Resolved** that I, (Name, Title of Official) proclaim October 7, 2009, "International Walk to School Day" in (Name of City, State) and encourage everyone to consider the safety and health of children today and everyday.

Irving Elementary,  
 Prairie Oak School  
 Hautieck Elementary  
 Emerson Elementary School

} Participating Schools as  
 of 9/16/09

Robert J. Lovero  
Mayor



Jeffrey G. Boyajian  
2<sup>nd</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

September 17, 2009

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

Re: Stop signs

Dear Mr. Pavlik:

Please place the following request on the Berwyn City Council agenda for Tuesday, September 22, 2009. The Second Ward held a meeting on Tuesday, August 4, 2009, at which time many of the residents voiced concerns regarding safety issues at the following locations and are requesting stop signs; 35<sup>th</sup> and Ridgeland, 36<sup>th</sup> and Gunderson, south bound, and 36<sup>th</sup> and Elmwood, 3 way

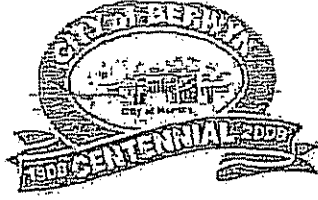
It would be my recommendation to refer this communication to the Traffic Engineer to research these locations and return with a recommendation.

Thank you in advance,

Jeffrey G. Boyajian  
2<sup>nd</sup> Ward Alderman

I H

Robert J. Lovero  
Mayor



Rafael Avila  
Seventh Ward Alderman

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www.berwyn-il.gov

September 17, 2009

Robert J. Lovero  
Mayor

The Honorable City Council  
City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

Subject: Hispanic Heritage Month Celebration

Dear Mayor Lovero and Council Members

The City of Berwyn is a diverse community made up of immigrants from many nationalities. Our great city is proud to be home to a significant Latino community that is made up of hard working men and women that are proud of their heritage.

I am requesting the city council and mayor join both Alderman Santoy and I in proclaiming September 15<sup>th</sup> through October 15<sup>th</sup> Hispanic Heritage Month in the City of Berwyn. I also encourage all elected officials to attend Fiesta Nuestras Raices (Our Roots), on Saturday, October 10<sup>th</sup> at Berwyn Gardens Park. This celebration is in honor of Hispanic Heritage Month and will include entertainment, food, arts, and recognition of community leaders that have made a positive impact in the Hispanic community.

Fiesta Nuestras Raices is being coordinated by the Latino Business Committee, The Berwyn Development Corporation, Berwyn Main Street, The City of Berwyn, The 16<sup>th</sup> Street Theater and The North Berwyn Park District.

Sincerely

Rafael Avila  
7<sup>th</sup> ward Alderman  
City of Berwyn

# NORTH BERWYN PARK DISTRICT

September 17, 2009

Robert J. Lovero  
Mayor  
City of Berwyn

The Honorable City Council  
City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

Subject: Street Closure

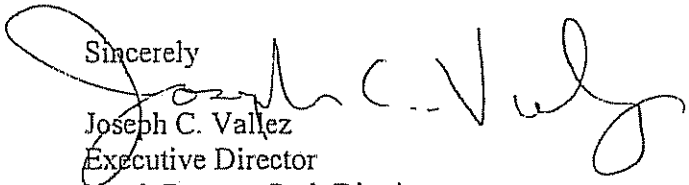
Dear Mayor and Council Members

The North Berwyn Park District, in partnership with the Berwyn Development Corporation and Berwyn Main Street, is celebrating Hispanic Heritage Month with a one day festival "Fiesta Nuestras Raices, (Our Roots)" on Saturday, October 10<sup>th</sup>, at Berwyn Gardens Park.

I would like to request your approval to close Clinton Street from alley to alley at approximately 2130 Clinton. I also request permission to close both alley's on the north and south sides of Berwyn Gardens park from Home to Clinton.

The closures would begin at 6:00 a.m. through 8:00 p.m., the event is scheduled to start at 11:00 a.m. and continue through 5:00 p.m. If you have any questions regarding this request I may be contacted at 749-4900 X17.

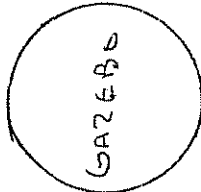
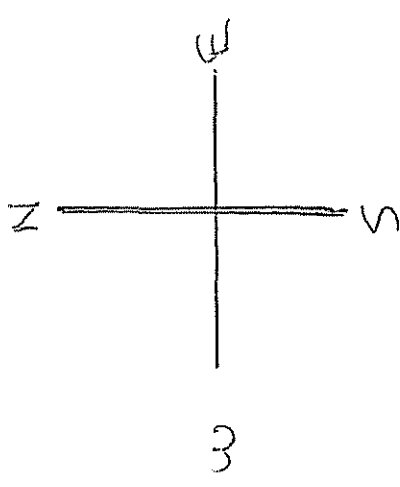
Sincerely

  
Joseph C. Vallez  
Executive Director  
North Berwyn Park District

ALLEY NORTH

← CLOSURE

→ CLOSURE



BENWYN BRADGUS PARK

CLINTON

ALLEY SOUTH

← CLOSURE

→ CLOSURE

HOME

Robert J. Lovero  
Mayor



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www.berwyn-il.gov

I-5

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

Date: September 15, 2009

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

Ladies and Gentlemen:

Combined/ Business, License & Taxation

A meeting of the \_\_\_\_\_ w/Building /Zoning/Planning Commission Hearing was held  
On September 19, 2009 at 6:40 p.m.

Those in attendance were Aldermen Laureto, Santoy, Skryd, Also present Brian Pabst, John Wysocki, Marsha Cohen, Doug Walega

The matter discussed was referral item# 22 dated July 14, 2009 in regards to:  
Proposed change in Ordinance-change time of construction work

It is the recommendation of the committee that after discussion, it was determined to keep the current time of 7:00 a.m. to permit construction to begin in the City of Berwyn upon motion by Skryd and seconded by Santoy. All voted in favor, motion carried.

Referral item #15 reg: Impact Fees will be discussed again after information received from Chuck Lazzara, Building director at the next meeting, see attached Business, License, & Taxation discussion

Voting Aye: Laureto, Santoy, Skryd

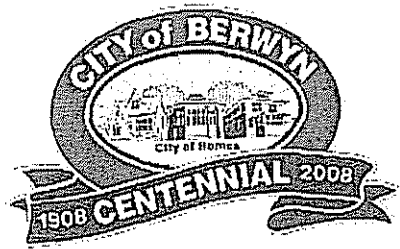
Voting Nay: \_\_\_\_\_

Adjourned: \_\_\_\_\_ 8:06 p.m.

\_\_\_\_\_  
Nora Laureto-Chairman  
Cesar Santoy-Member  
Nona Chapman-Member-Absent



The City of Berwyn



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

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September 15, 2009

Continued: Combined Business, License & Taxation with Building, Zoning, and Planning  
Commission Meeting held on 9-15-09

Attendance: Nora Laureto, Cesar Santoy, Michele Skryd, Brian Pabst, John Wysocki, Marsha  
Cohen and Doug Walega

Marsha Cohen along with Brian Pabst led the discussion on Parking issue's which were  
discussed at Combined Budget/Business, License and Taxation meeting. Marsha was asked to  
bring further information to the committee for discussion.

Three major areas: Parking/Compliance and Red Light were targeted as areas of concern.  
Marsha stated that paperwork is finally current in the office and collection fines have  
increased.


Discussion was held concerning alternate methods of payment for BPD and also looking into  
payments for City Hall as well. It was agreed that all should be able to accept credit card  
payments for all tickets, water bills, etc. Brian will check into feasibility for this. Discussion  
regarding possible increase of fines for parking tickets, parking permits in Vacin Fairway,  
parking boxes along Cermak Road, and additional software for PD to issue tickets in a timely  
manner.

Discussion on ordinance's in place which are not clear, updates needed.

Also discussed were: Property Sales-Transfer tax forms, checking to see if any outstanding  
fines prior; Joint ownership, check all names in household; Vacin Fairway, additional revenue  
if permit fees increased; new parking garage, possible additional parking along tracks for  
businesses; parking agreements, MacNeal, Cermak Plaza.

The committee also discussed possibility of increasing boot use for unpaid fines-now is 5  
tickets, possibility of changing to monetary amount rather than number of tickets; Berwyn  
Recreation Center, possibly fee's for programs.

The meeting was adjourned at 8:06 p.m. on motion by Skryd and second by Santoy.

  
Nora Laureto, Chairman

Robert J. Lovero  
Mayor



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I-6

Rafael Avila  
7th Ward Alderman

Date September 9, 2009

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

Ladies and Gentlemen:

A meeting of the Police & Fire Committee was held

On September 9, 2009 at 6:00 p.m., Berwyn City Hall

Those in attendance were Aldermen- Avila (Chairman) members Chapman & Polashek

The matter discussed was referral item #7 dated August 11, 2009 in regards to:

The Chief of Police hiring 3 new Police Officers

It is the recommendation of the committee to defer item until next Committee meeting. We need Resolution from Budget Committee as to where the Dollars are for this request. Additionally, list of potential hires has expired, therefore, Committee requests new list prior to approving this request. It is the Committee's recommendation that this be submitted for informational purposes only

Voting Aye: 3

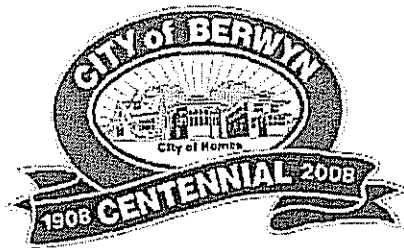
Voting Nay: 0

Adjourned: 6:45 p.m.

\_\_\_\_\_  
Rafael Avila-Chairman  
Nona Chapman-Member  
Theodore Polashek-Member

EA

Robert J. Lovero  
Mayor



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www.berwyn-il.gov

Rafael Avila  
7th Ward Alderman

Date September 9, 2009

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

Ladies and Gentlemen:

A meeting of the \_\_\_\_\_ Police & Fire Committee \_\_\_\_\_ was held

On September 9, 2009 at \_\_\_\_\_ 6:00 p.m., Berwyn City Hall \_\_\_\_\_

Those in attendance were \_\_\_\_\_ Aldermen- Avila (Chairman) members Chapman & Polashek \_\_\_\_\_

The matter discussed was referral ite \_\_\_\_\_ dated \_\_\_\_\_ in regards to:  
#14 dated 5/22/07, #32 Dated 7/10/07, #26 dated 7/25/07, #16 dated 1/8/08  
#11 datd 1/22/08, #26 dated 1/22/08, and #23 dated 2/26/08

It is the recommendation of the committee to remove these items from the Referral File either because action has been previously taken or they have been reassigned to the appropriate committee. It is the Committee's recommendation that this be submitted for informational purposes only.

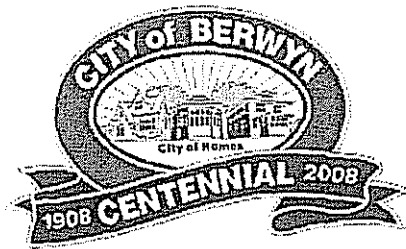
Voting Aye: \_\_\_\_\_ 3 \_\_\_\_\_

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

Adjourned: \_\_\_\_\_ 6:45 p.m. \_\_\_\_\_

\_\_\_\_\_  
Rafael Avila-Chairman  
Nona Chapman-Member  
Theodore Polashek-Member

Robert J. Lovero  
Mayor



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www.berwyn-il.gov

Date September 17, 2009

Margaret Paul  
3<sup>rd</sup> Ward Alderman

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

Ladies and Gentlemen:

A meeting of the \_\_\_\_\_ Parking & Traffic Committee \_\_\_\_\_ was held

on September 17, 2009 \_\_\_\_\_ at 7:30 pm - Berwyn City Hall

Those in attendance were: Aldermen Paul, Laureto, Traffic Engineer, Nicole Campbell,  
& Beverly Pastorek \_\_\_\_\_

The matters discussed were referral items: \_\_\_\_\_ dated \_\_\_\_\_  
Parking fees for Vacin Fairway permits

It is the recommendation of the committee that: the cost of Non-commercial vehicle parking permits should remain the same at \$75.00 per permit and the cost for parking permits for Residential Commercial vehicles should be set at \$200.00 per year. Parking permits for Non-residential Commercial vehicles should be set at \$400.00 per vehicle per year.

Voting Aye: Paul and Laureto

Excused: Polashek

Adjourned: 8:30 p.m.

\_\_\_\_\_  
Margaret Paul-Chairman  
Nora Laureto-Member  
Theodore Polaske-Member

Robert J. Lovero  
Mayor



Margaret Paul  
Third Ward Alderman

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September 17, 2009

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

Ladies and Gentlemen:

A meeting of the Parking & Traffic Committee was held on September 16, 2009 at 7:30 p.m. at City Hall. Those in attendance were Aldermen Paul and Laureto, Traffic Engineer Nicole Campbell, and city resident Beverly Pastorek. Alderman Theodore Polashek was excused.

We discussed Ms. Campbell's communication to the committee dated September 15, 2009 regarding Vacin Fairway Permits (copy attached) and Alderman Polashek's communication submitted to Ms. Campbell regarding the same issue (copy attached). After discussion, Ald. Laureto made the following motion, seconded by Ald. Paul that:


1. The Council adopt the suggestions put forward by the Traffic Engineer contained in the attached communication for the Vacin Fairway, Cermak Road Corridor, and the "Harlem parking area" or "Vacin Fairway West" area as identified in the Traffic Engineer's document,
2. The Legal Department be instructed to revise ordinances 484.07, 480.03, and 480.07 of the Berwyn Municipal Code as outlined in the Traffic Engineer's communication, and that
3. The Public Works Department seeks bids from private contractors for the placement of proper signage in these areas as directed by the Traffic Engineer.

Voting Aye: Ald. Paul, Ald. Laureto

Nay: None

The committee meeting was adjourned at 8:30 p.m.

Sincerely,

  
Margaret Paul, Chair  
Parking & Traffic Committee

**Robert J. Lovero**  
Mayor



**Nicole Campbell**  
Traffic Engineer

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6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0285  
www.berwyn-il.gov

Date: September 15, 2009

To: Parking and Traffic Committee

Re: Vacin Fairway Permits

Committee Members,

I feel that Alderman Polashek's proposal is a good starting place. I also feel that this should be modified to address the parking the entire length of the City, from Harlem Avenue to Lombard Avenue. Listed below are suggestions based on current city policies and data from a Parking and Traffic Study performed in 2007 along the Cermak Road Corridor.

Parking in the Vacin Fairway is defined as the area between the northern and southern alleys north of Cermak Road from Grove Avenue to Lombard Avenue.

- 3 hour parking is available from 9am to 9pm Monday through Friday and from 9am to 7pm on Saturdays
- Overnight parking will be allowed as outlined in Ordinance 484 07 and PD memo (attachment 1 & 2)
- Parking for longer than 3 hours during the time periods above for personal vehicles will be permitted with a Vacin Fairway Permit. This will allow employees and near by residents to park during the day. Ordinance 484 07 will need to be revised.
- Commercial vehicle parking will be allowed in excess of 3 hours and overnight per Alderman Polashek's proposal. Ordinance 484 07 and Ordinance 480 03 (attachment 3) will need to be revised.
- Snow removal and street cleaning to follow the current policy??
- Parking on Cermak Road and on the side streets off the corridor should be 2 hour parking from 9am to 9pm Monday through Friday and 9am to 7pm on Saturday with a designated time for street sweeping and snow removal.
- Parking for longer than the 2 hour limit on the side streets from Kenilworth Avenue to Maple Avenue and in excess of 3 hours in the Harlem Avenue lot will be permitted with a Vacin Fairway Permit or a Cermak Road West permit (??). This will ensure that valuable short-term parking on Cermak Road is used for the businesses but will allow parking for employees and residents.
- Snow removal and street cleaning should be uniform along Cermak Road.
- Pay boxes can be used for enforcement and proper turn over on Cermak Road. Meters are more costly to maintain and susceptible to theft in comparison to pay boxes.
- Pay boxes/meters is not a feasible option for the Vacin Fairway. The 2007 study reported the Fairway parking maxes out 60%.
- City ordinances would need to be updated and signs in accordance to the changes need to be posted (see attachments 1, 2, 3 & 4).

Sincerely,

A handwritten signature in cursive script that reads "Nicole Campbell".

Nicole Campbell, Traffic Engineer

(422-99)  
Vacin Fairway  
permit parking  
Violations  
\$40  
\$50 late  
Street Sweeping

Curio Side  
2hr parking  
8a-8pm  
except Elstrip  
Parking permit

Page 8 of 12

①

Attachment

contiguous  
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such

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#### 484.07 EMIL VACIN FAIRWAY PARKING PERMITS; VIOLATIONS.

(a) Permits to park in spaces designated on the Emil Vacin Fairway are available upon application to the Police Department, Parking Division, on a form to be provided for that purpose. Said form shall include the name, address, home and work phone numbers of the applicant and the license plate number, make and color of the vehicle to which the permit will apply.

(b) Permits are available on a yearly basis, from January 1 to December 31 of a given year.

(c) The fee for said permit is seventy-five dollars (\$75.00) per year, to be prorated if purchased after March 1 of a given year.

(d) No permit shall be issued to a vehicle with outstanding City parking tickets.

(e) Permits are not transferable.

(f) In the event of a sale of a vehicle, or in the situation where an employer has paid for said permit and the employee leaves his or her employ, the permit may be turned in and another issued for a new vehicle at a five dollar (\$5.00) fee. If the permit is not turned in, the full fee will be charged.

(g) Permits are to be displayed in the rear window of a vehicle, upper right hand corner.

(h) Temporary permits may be issued with the approval of the Superintendent of Police for a period of no more than seven days. A seventy-five dollar (\$75.00) deposit will be due upon issuance of said permit, which deposit shall be returned when the permit is turned in.

(i) No person shall park in those spaces designated as "Municipal Permit Parking Only" along the Emil Vacin Fairway without a permit therefor.

(j) No person shall use a parking permit in the Emil Vacin Fairway by placing such parking permit on a vehicle for which such permit was not issued or properly transferred. No person shall duplicate or attempt to duplicate such parking permit, or drive or otherwise operate a vehicle on which is displayed a parking permit not specifically issued for such vehicle or a duplicated parking permit.

(Ord 95-43 Passed 12-12-95)

#### 484.08 RESIDENT PERMIT PARKING ONLY 3:00 A.M. TO 9:00 A.M.

**BERWYN POLICE DEPARTMENT  
PARKING DIVISION**

6401 W. 31<sup>ST</sup> ST.  
BERWYN, IL 60402  
~~708-795-5600 x154~~

**BEGINNING JANUARY 6, 2006, ALL VEHICLES THAT PARK OVERNITE IN THE VACIN FAIRWAY (BEHIND STORES ON CERMAK) MUST DISPLAY EITHER A CURRENT BERWYN VEHICLE STICKER OR A VACIN FAIRWAY PASS.**

**VACIN FAIRWAY PASSES ARE AVAILABLE AT THE BERWYN POLICE DEPARTMENT, PARKING DIVISION DURING BUSINESS HOURS. THE COST IS \$75.00 PER YEAR.**

**TO OBTAIN THE PASS, PLEASE BRING YOUR REGISTRATION & DRIVER'S LICENSE WITH YOU, ALONG WITH CASH OR A CHECK/MONEY ORDER FOR \$75.00.**

**AFTER JANUARY 6, 2006, VEHICLES NOT DISPLAYING A BERWYN VEHICLE STICKER OR VACIN FAIRWAY PASS WILL BE TICKETED.**



**480.03 PARKING OF MOBILE HOMES, SNOW PLOWS AND OTHER HEAVY VEHICLES.**

(a) Except as otherwise provided in this Traffic Code, no person shall park, in any street, alley or parkway in the City, any pickup camper (with a cap higher than six inches above the cab roof), van that exceeds the manufacturer's height, motor home, mobile home, boat or boat trailer, other trailer, tractor, bus, truck whose gross weight exceeds three-fourths of a ton or vehicle of the first or second division, as defined in the Illinois Vehicle Code, when such vehicle is equipped with an attached snow plow

(b) No person owning, controlling, driving or operating a commercial vehicle shall cause or permit such vehicle to stand or be parked on the streets or in the alleys of the City for a period of time longer than is necessary for:

- (1) The reasonably expeditious loading or unloading of passengers;
- (2) The reasonably expeditious loading, unloading and delivery or pick-up of material; or
- (3) The reasonably expeditious completion of a requested service call or performance of a requested service

(c) A permit may be granted, for a maximum stay of forty-eight hours, for one, unoccupied, mobile home or motor home per family to be parked on a residential street, provided that the permit for the stay is obtained by the owner thereof from the Police Department in advance of such parking. The permit shall be displayed in the front windshield of the mobile home or motor home and may be granted not more than twice in a twelve-month period (Adopting Ordinance)

(d) As used in this section, "commercial vehicle" means a vehicle:

- (1) Having an Illinois license plate bearing one or more letters of the alphabet, except "RV" or "CV", preceded by a number;
- (2) Having a written advertisement on the vehicle indicating or promoting a business enterprise for hire;
- (3) Having ladder racks, ladders, brackets, tools or any other paraphernalia in plain view making it obvious that the vehicle is being used for a business enterprise; or
- (4) Registered to any legal entity, i.e. a sole proprietorship, a partnership or a corporation

Commercial vehicles as described hereinabove shall not be parked upon any public way between the hours of 10:00 p.m. and 6:00 a.m. of the following day, any day of the week

(e) The following commercial vehicles are exempt from the provisions of this section:

- (1) All public utility vehicles used for emergency purposes parked for the necessary period of time to complete and restore all services; and
- (2) All rental trucks and moving vans parked overnight for one night with the approval and authorization of the Police Department.

**Commercial vehicles as described hereinabove shall not be parked between the hours of 10:00 p.m. and 6:00 a.m. of the following day, any day of the week, in the following locations:**

**(1) East Library Parking Lot**

**(2) West Library Parking Lot**

(Ord. 97-45 Passed 10-14-97)

**480.07 LIMITED PARKING**

- (a) Wesley Avenue from 16th Street south to the southern property line of the North Berwyn Park District Community Center shall be designated as "15 Minute Parking" from 9:00 a m to 9:00 p m.
- ~~(b) Parking on the south side of Windsor Avenue, from the east corner of Home Avenue to the west corner of Oak Park Avenue shall be designated as two (2) hour parking. This restriction shall apply only from the hours of 7:00a.m. to 5:00p.m., Monday through, and including, Friday.~~
- (e)(b) Two parking spots on the south side of 16<sup>th</sup> Street and directly west of Wisconsin Avenue shall be designated as "30 Minute Parking" from the hours of 12:00p m to 5:00p.m. on Thursday, Friday and Saturday of each week
- (d)(c) Parking on the east and west sides of Harvey Avenue, from 26<sup>th</sup> Street north to the southwest and southeast corners of the first alley to intersect Harvey Avenue to the north of 26<sup>th</sup> Street, shall be designated as "90 Minute Parking" from the hours of 8:00a m to 5:00p.m. on Monday through, and including, Saturday of each week
- (d) Two (2) Hour Parking from 7:00 a.m. to 5:00 p.m., Monday through Friday, shall be designated in the following locations:
  - a. South side of Windsor Avenue, from the east corner of Home Avenue to the west corner of Oak Park Avenue.
  - b. North side of Stanley Avenue from Harlem to Maple Avenues, Clinton to Euclid Avenues and Wesley to Ridgeland Avenues.
  - c. East side of Clinton Avenue from Stanley Avenue to the first alley north.
  - d. East side of Kenilworth Avenue from Windsor Avenue to the first alley south, Kenilworth Avenue from Stanley Avenue to the first alley north.
  - e. East side of Grove Avenue from 34<sup>th</sup> Street to 32<sup>nd</sup> Street. West side of Grove Avenue; from 34<sup>th</sup> Street to the first alley north, from the north property line of 3326 Grove Avenue to the north property line of 3304 Grove Avenue, and from Stanley Avenue to 32<sup>nd</sup> Street.
  - f. West side of Euclid Avenue from Stanley Avenue to the first alley north.
  - g. 32<sup>nd</sup> Street from the alley east of Kenilworth Avenue to Grove Avenue.
  - h. 34<sup>th</sup> Street from Grove Avenue to Oak Park Avenue.
- (e) Two (2) Hour Parking from 7:00 a.m. to 5:00 p.m., Monday through Saturday, shall be designated in the following locations:

- a. North side of 32nd Street from Grove Avenue to the alley east. South side of 32nd Street from Grove Avenue to Oak Park Avenue.
- b. West side of Oak Park Avenue from the southern property line of 3300 Oak Park Avenue to 31st Street. East side from Stanley Avenue to 31st Street.

## Parking and Traffic

I have already discussed a few of issues about the parking problem in the six ward. Most of the Vacin fairway from Ridgeland to OakPark runs thru the six ward. I have received numerous phone calls complaining about some of these issues. These are only my suggestions to solving these problems.

1. **Problem:** Commercial vehicles from other cities are parking in Berwyn without stickers and with having a business or residing in Berwyn.

**Solutions:** Pass an ordinance on out of town vehicles and enforce it. It cost money to park a commercial vehicle where ever you may go That is why I suggest that for vehicle that will park in the vacint fairway that are commercial use have to pay an additional fee to park in the Vacin lot.

	HALF YEAR	FULL YEAR	Non Berwyn Resident
a. B- PLATES	75\$	\$125	\$300
b. C-PLATES	100\$	\$175	\$400
c. D-PLATES	125\$	\$225	\$500

The fees will be for a half year or for a full year you double the charge but subtract 25\$ off the total. If an non Berwyn Based commercial vehicle wants to purchase a commercial sticker it will be double the fees.

2. **Problem:** No Permit parking signs are up in the Vacin fairway. People are receiving tickets for not having permits.

**Solution:** put up the permit required signs.

3. **Problem:** There is no control over the parking in the Vacin fairway.

**Solution:** Number every spot that is in the Vacin Fairway.

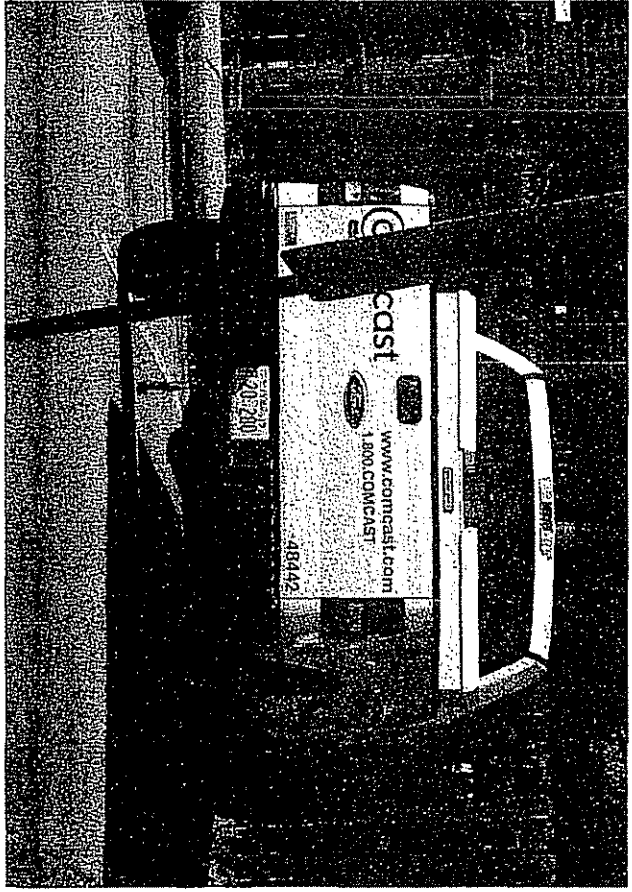
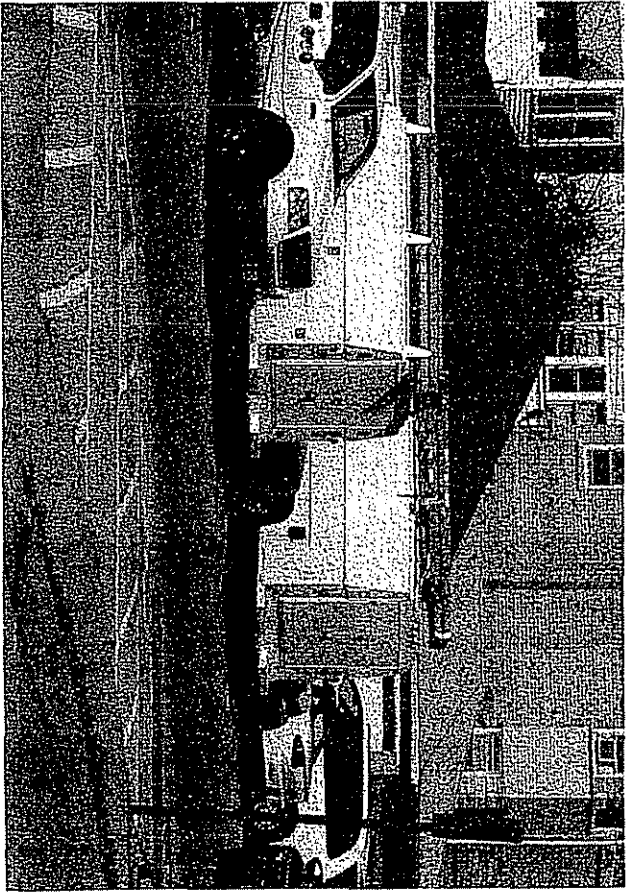
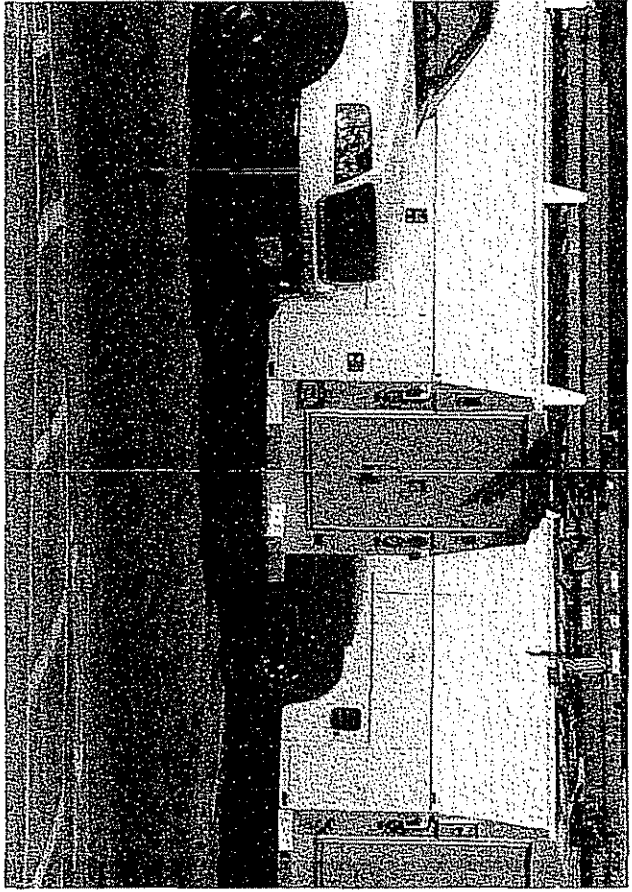
Policing a numbered lot is easier to control and do the timing on each of the spots.

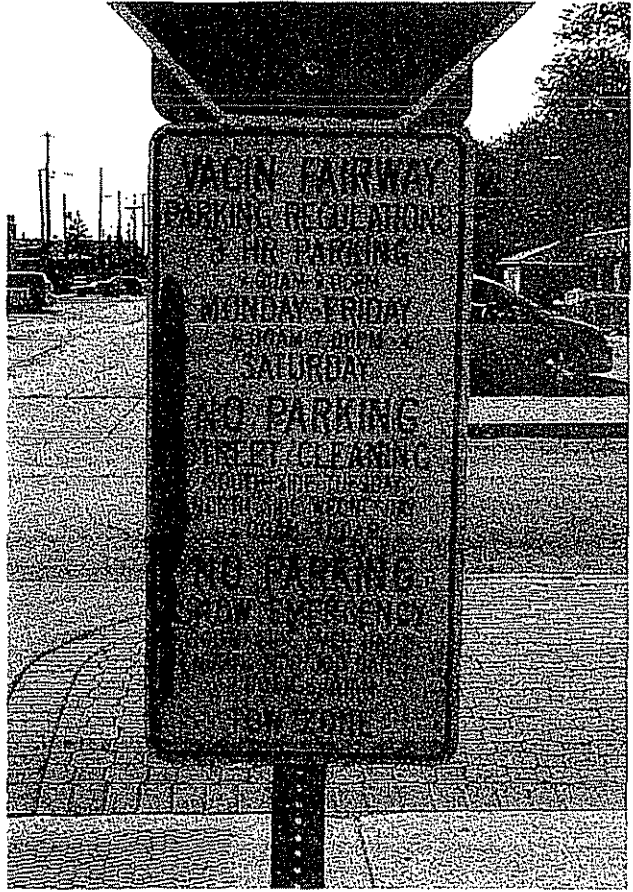
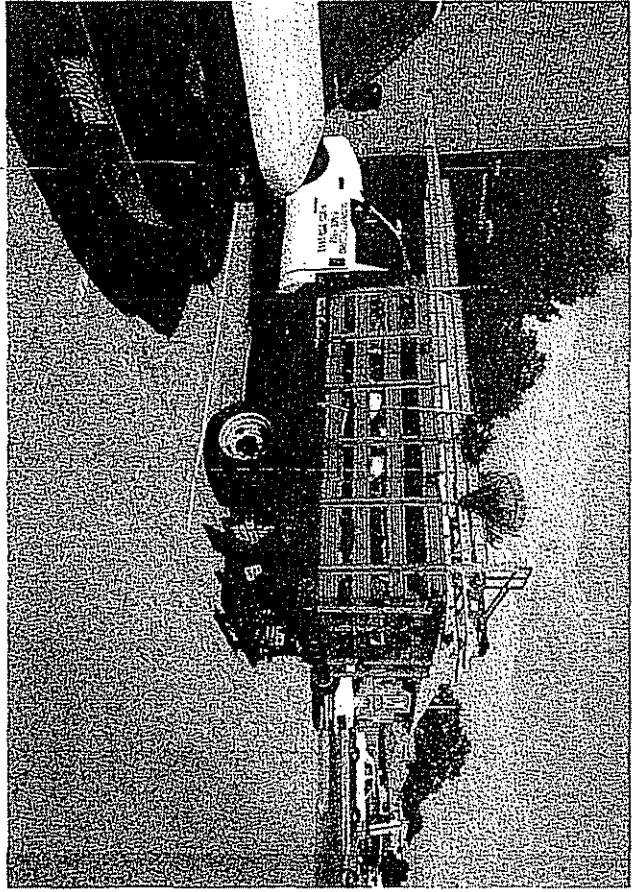
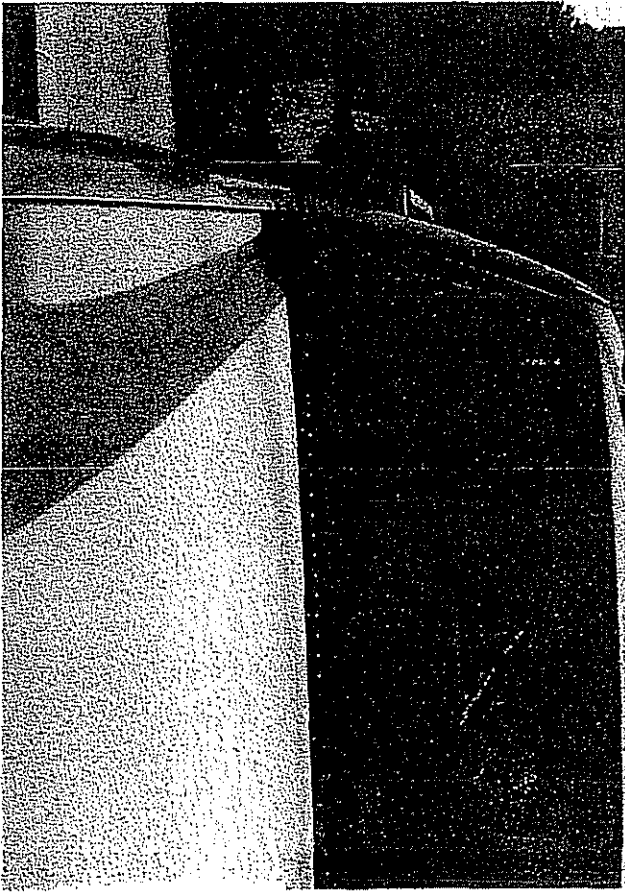
4. **Problem:** There are commercial vehicles that have graffiti all over their cab and bodles.

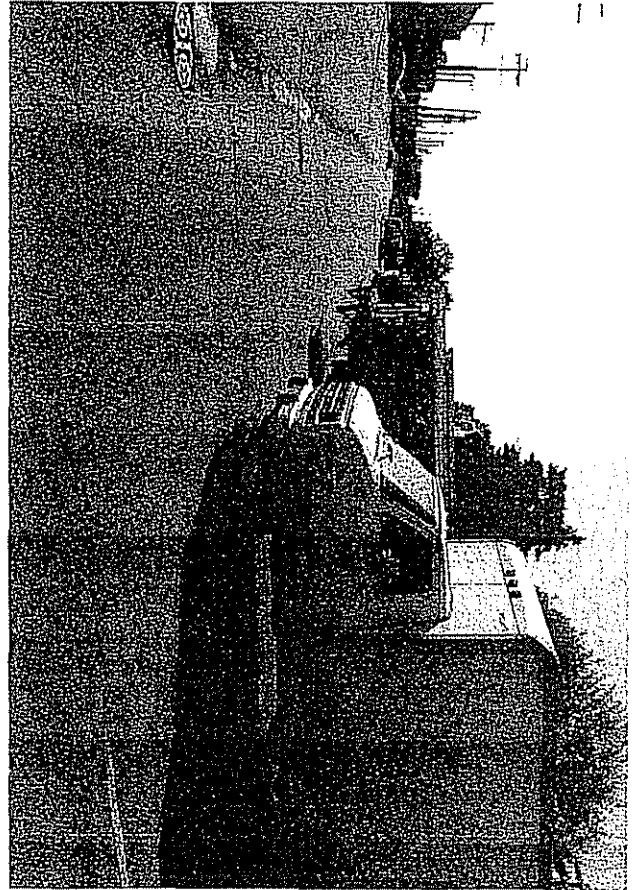
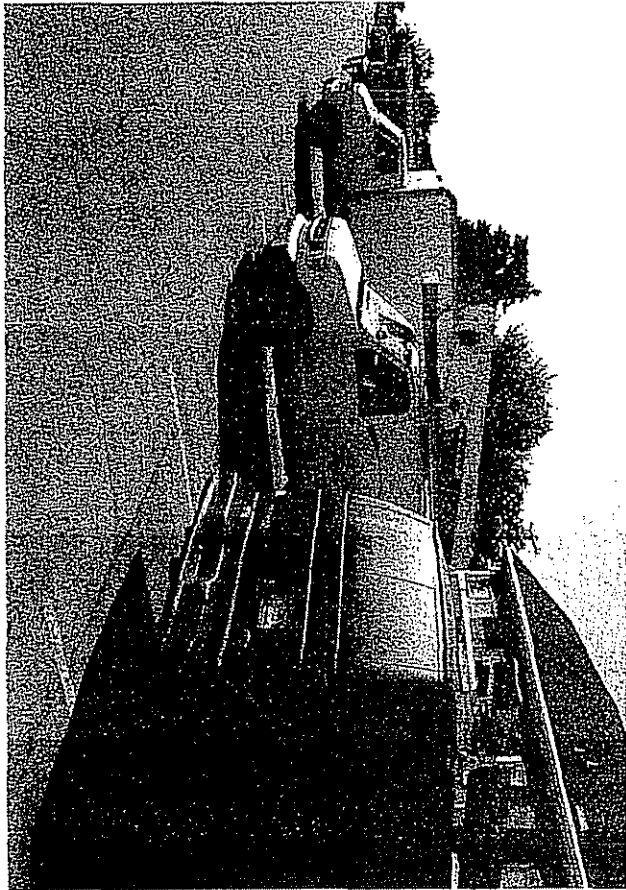
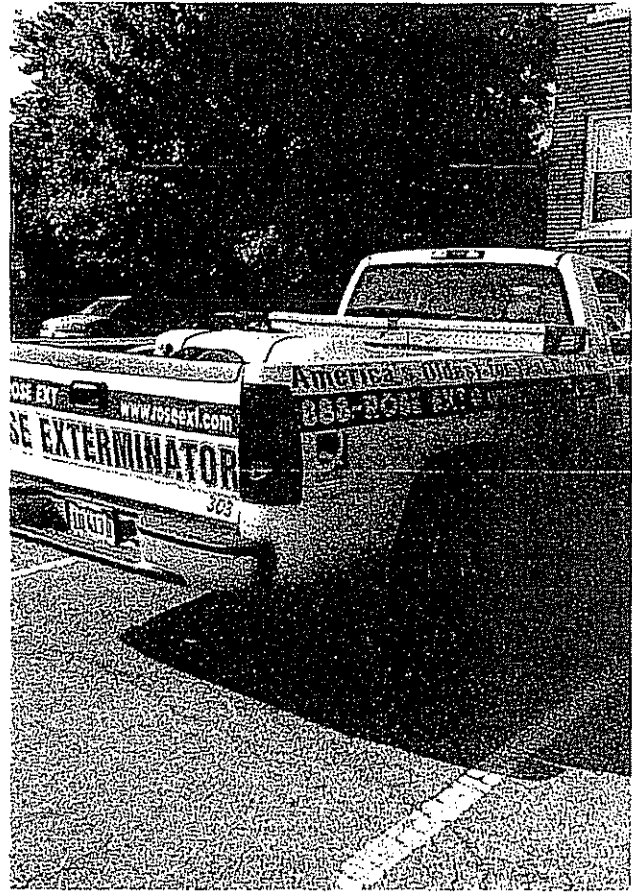
**Solution:** Start fining these vehicles \$350 up to \$850 for graffiti.

5. I do believe on the returning of the meters on Cermak Rd. I am also undecided about meters in the Vacin fairway.

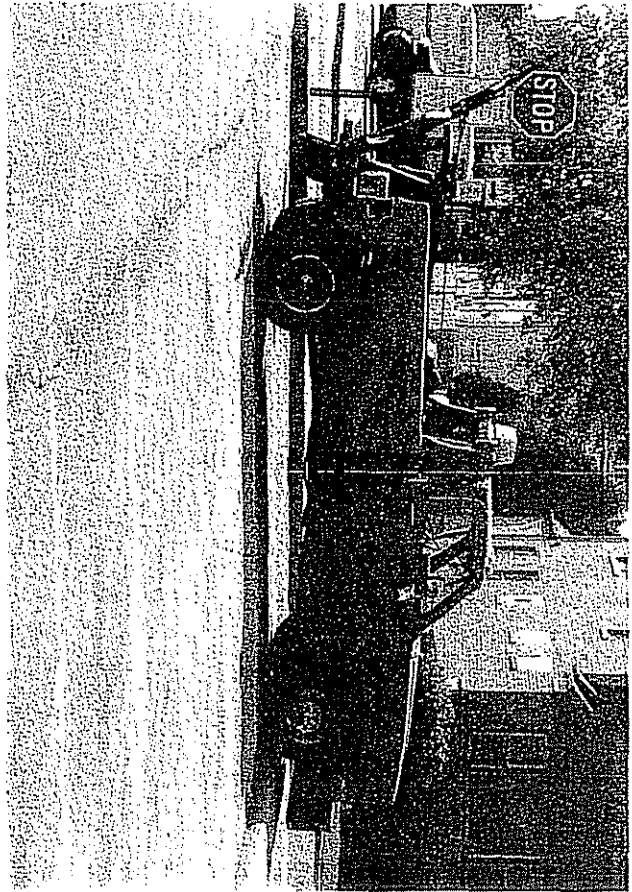
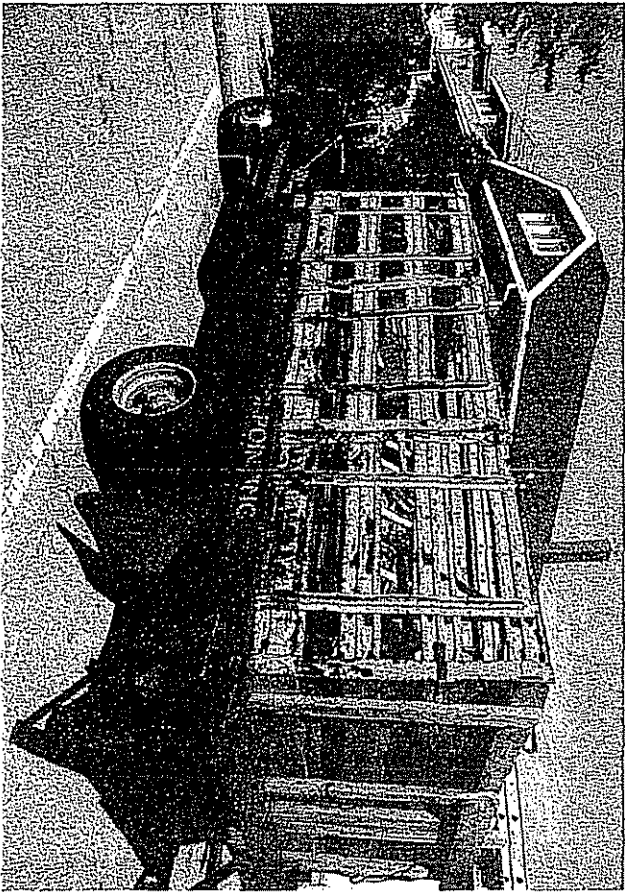
Alderman Polashek 6th ward

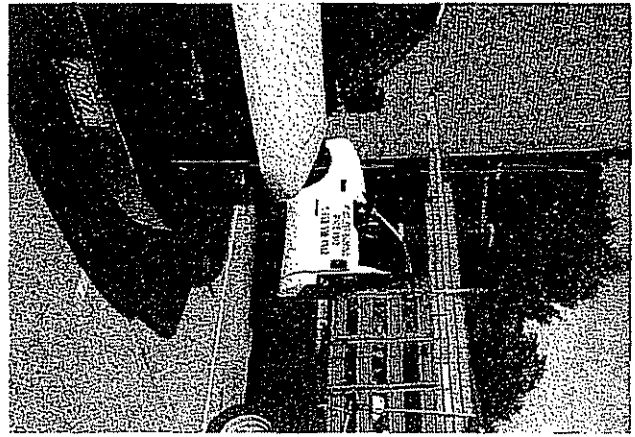
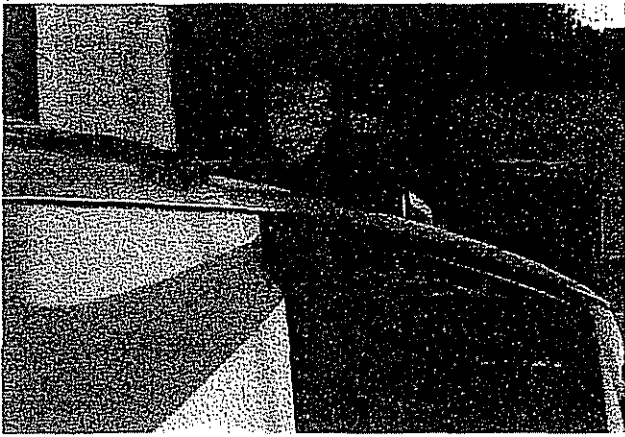




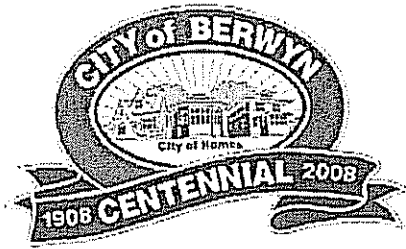








Robert J. Lovero  
Mayor



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

FE-10

Date September 17, 2009

Margaret Paul  
3<sup>rd</sup> Ward Alderman

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

Ladies and Gentlemen:

A meeting of the \_\_\_\_\_ Parking & Traffic Committee \_\_\_\_\_ was held

on September 17, 2009 \_\_\_\_\_ at 7:30 pm - Berwyn City Hall

Those in attendance were: Aldermen Paul, Laureto, Traffic Engineer, Nicole Campbell, & Beverly Pastorek \_\_\_\_\_

The matters discussed were referral items: \_\_\_\_\_ dated \_\_\_\_\_

It is the recommendation of the committee that: the Public Works Director conduct an inventory of all parking related signage, including but not limited to: Street sign blades, Stop signs, Parking Restriction signs, etc, currently stored in the Public Works sign room. That the inventory be conducted immediately and a report given to Nicole Campbell, Brian Pabst, and to the Parking & Traffic Committee, and that City Administrator, Brian Pabst monitor the progress of the inventory to assure prompt completion.

Voting Aye: Paul and Laureto

Excused: Polashek

Adjourned: 8:30 p.m.

\_\_\_\_\_  
Margaret Paul-Chairman  
Nora Laureto-Member  
Theodore Polaske-Member

# Section J

## Staff Reports

J-1

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 09/22/09

**Deferred Communication**

Agenda Item J-1 is a Deferred Communication from C C Meeting dated 09/08/09 Item #23

FROM DEPUTY POLICE CHIEF

Re: REVIEW OF CURRENT RED LIGHT PHOTO ENFORCEMENT SYSTEM

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We Serve and Protect

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



ITEM NO. 23  
DATE SEP 8 2009  
DISPOSITION \_\_\_\_\_  
Refer

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.



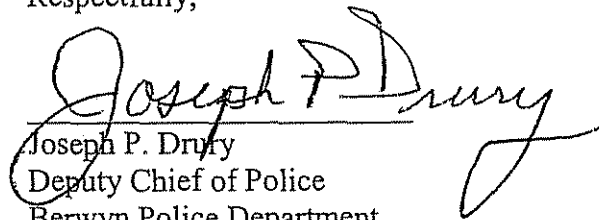
*We Serve and Protect*

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.

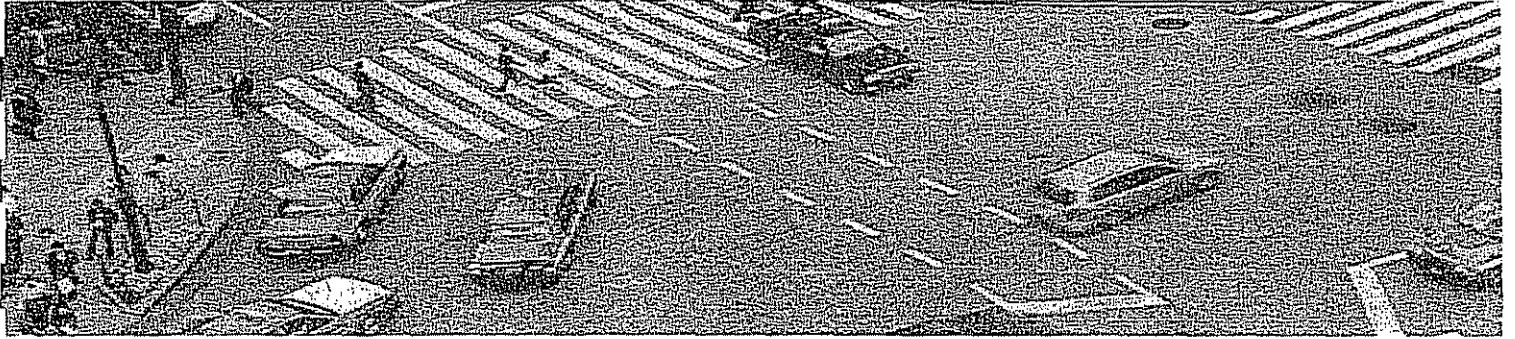
Month	Violations	Service Charges	Fees	Total Costs	Uncollected citations	Monthly Loss
Jan	355	0	4360	4360	246	0
Feb	102	0	3840	3840	6	0
March	120	0	4080	4080	18	0
April	175	0	4080	4080	73	0
May	180	0	4360	4360	71	0
June	240	0	4960	4960	116	0
July	257	0	6680	6680	90	0
Aug	650	0	8600	8600	435	0
Sept	885	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

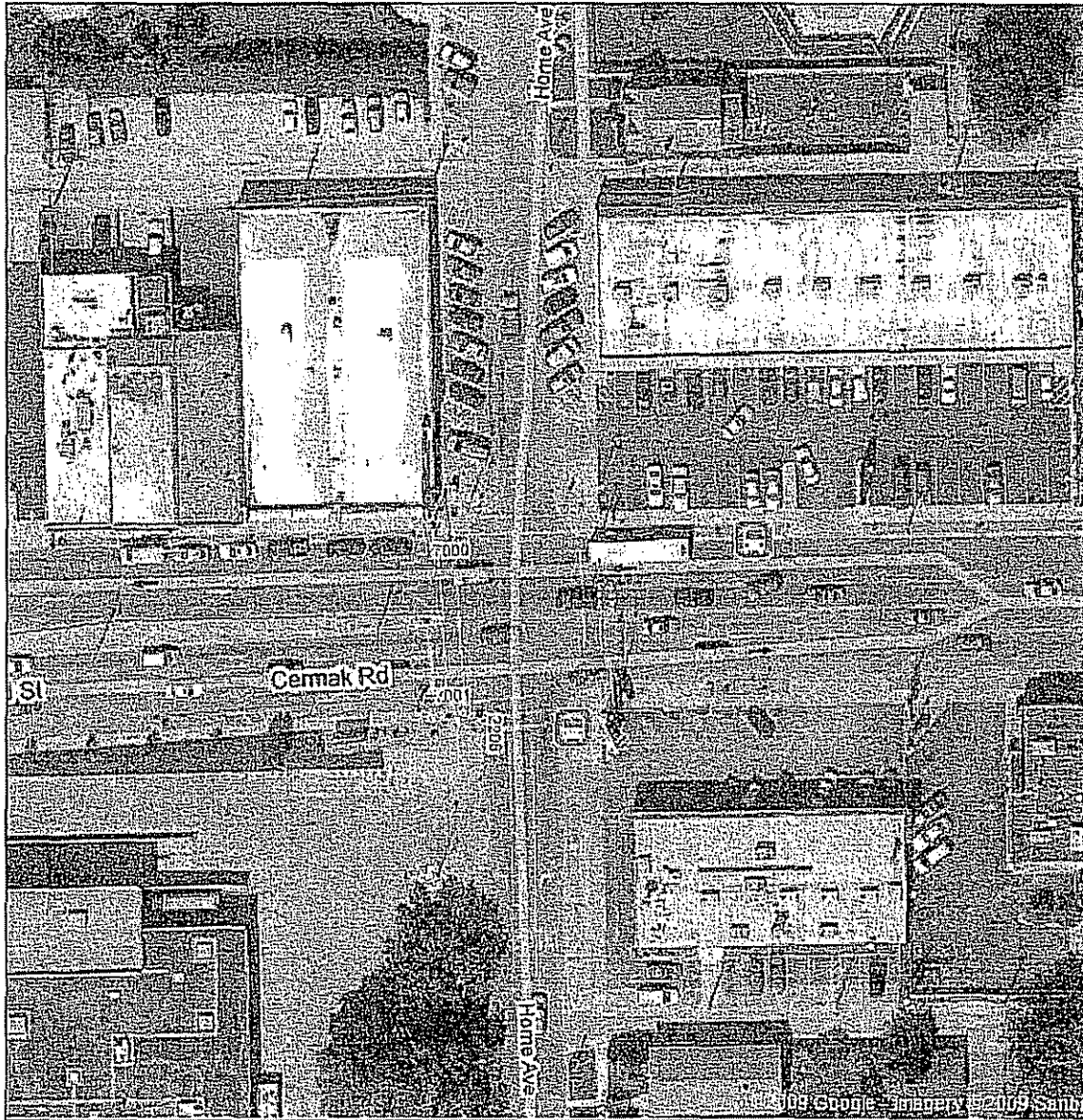
August 2009

## 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

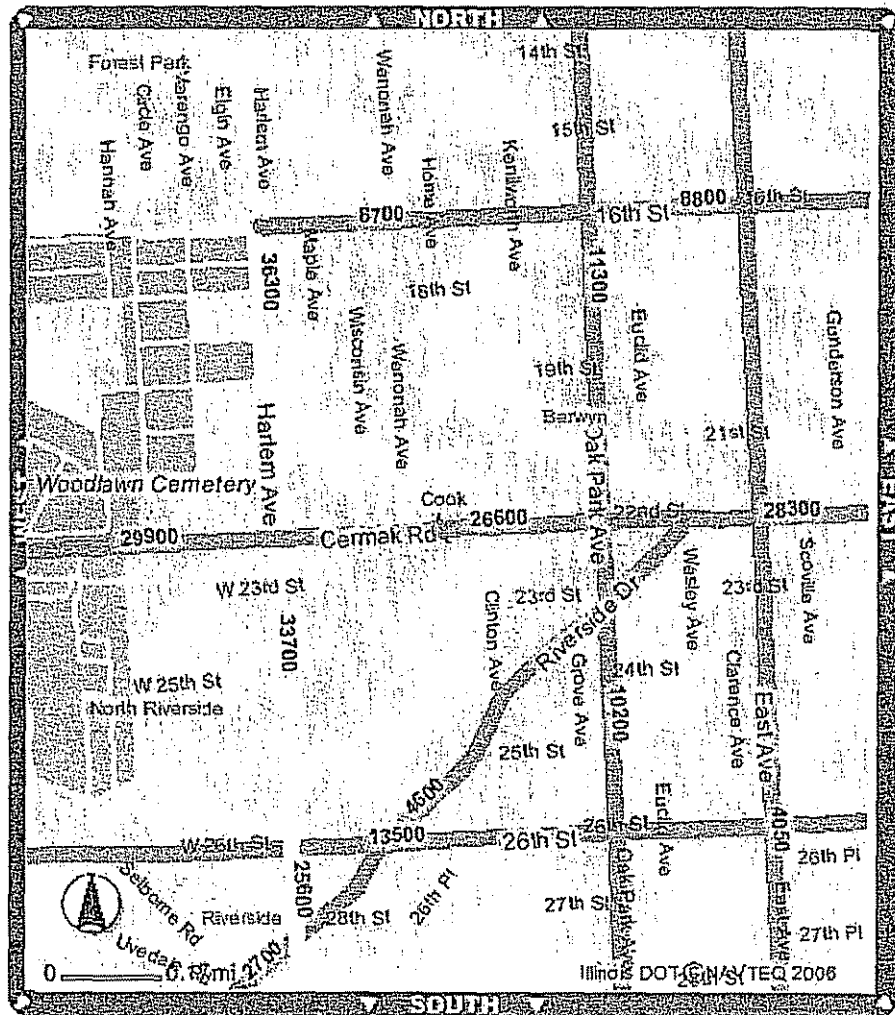
This information was obtained via the Illinois Department of Transportation website per the RLR Guideline document published by IDOT. Only ADT values were available, peak numbers were not provided.

### Home Rd ADT

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

### Cermak Rd ADT

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



## C. Approaches

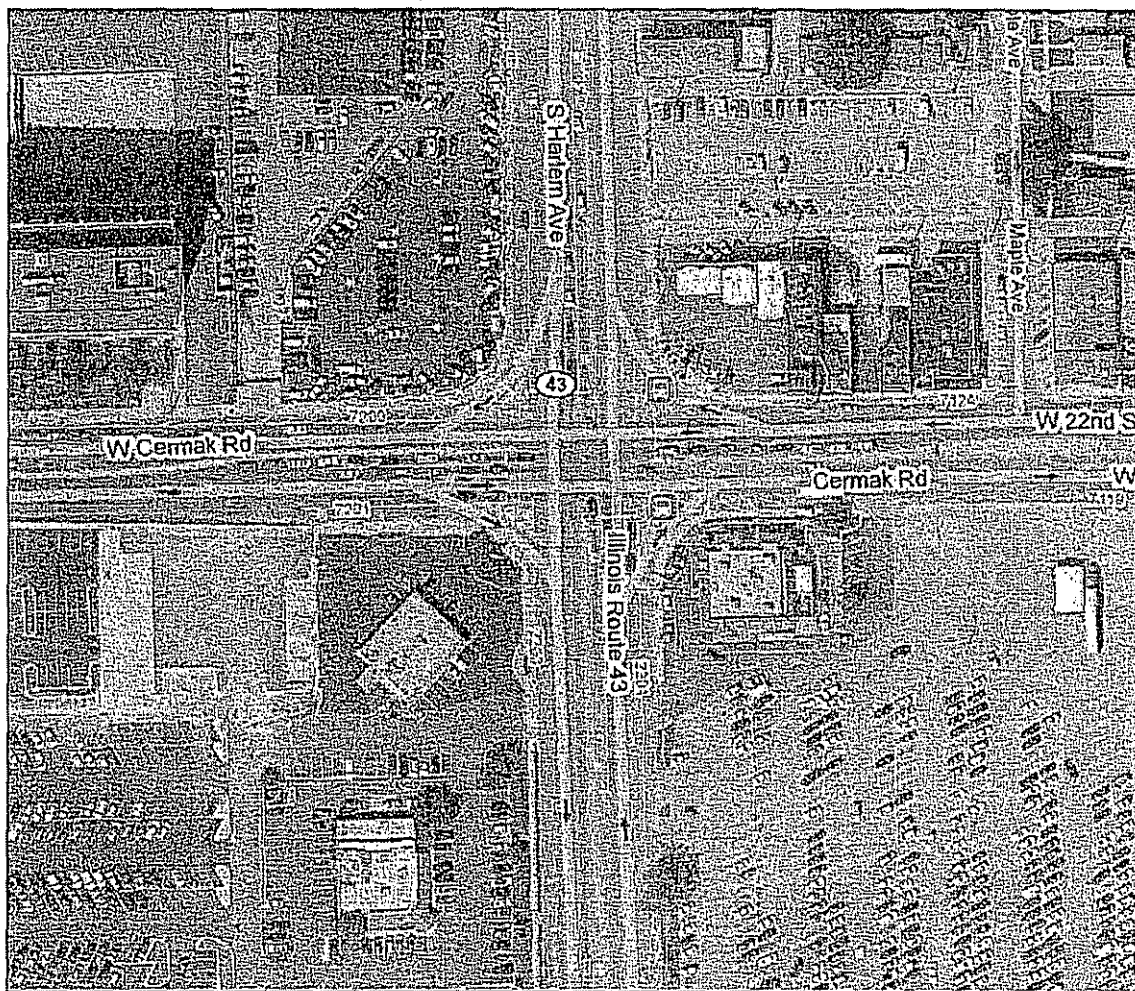
### Northbound Approach of Home Ave at Cermak Rd - Not Feasible (Low Traffic)

- 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

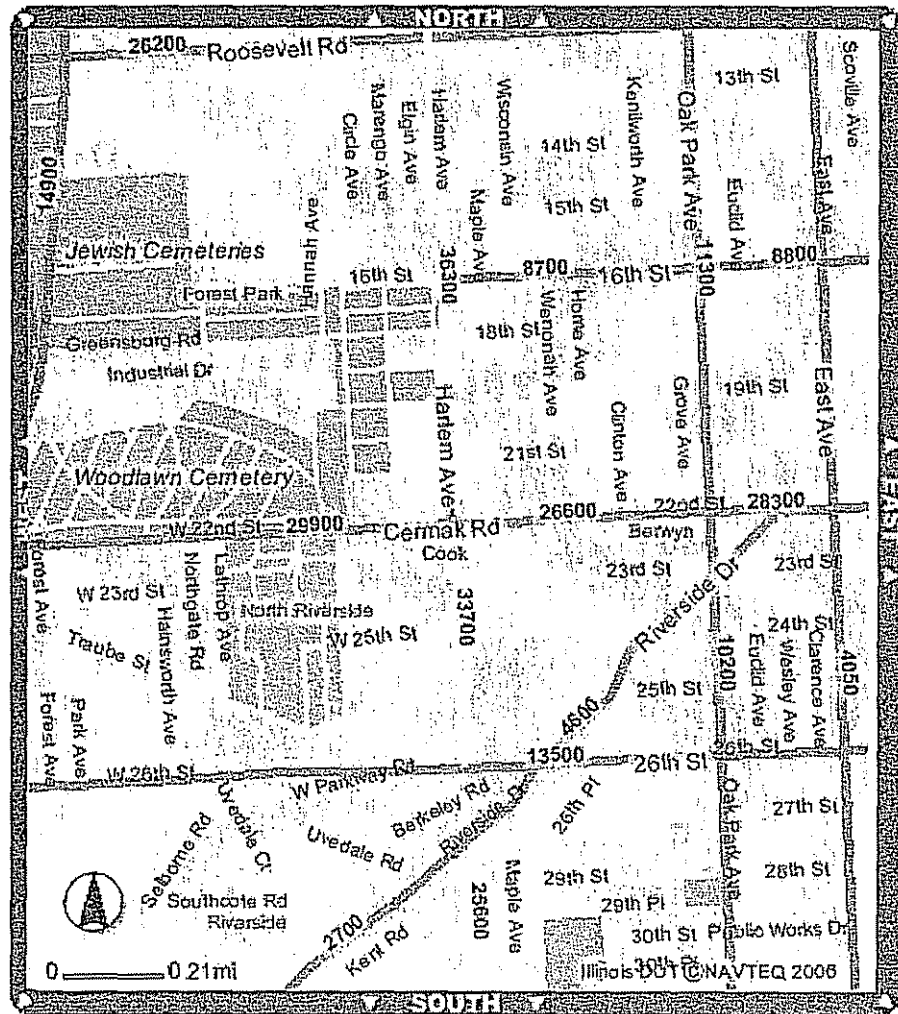
This information was obtained via the Illinois Department of Transportation website per the RLR Guideline document published by IDOT. Only ADT values were available, peak numbers were not provided.

### Harlem Ave ADT

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

### Cermak Rd ADT

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

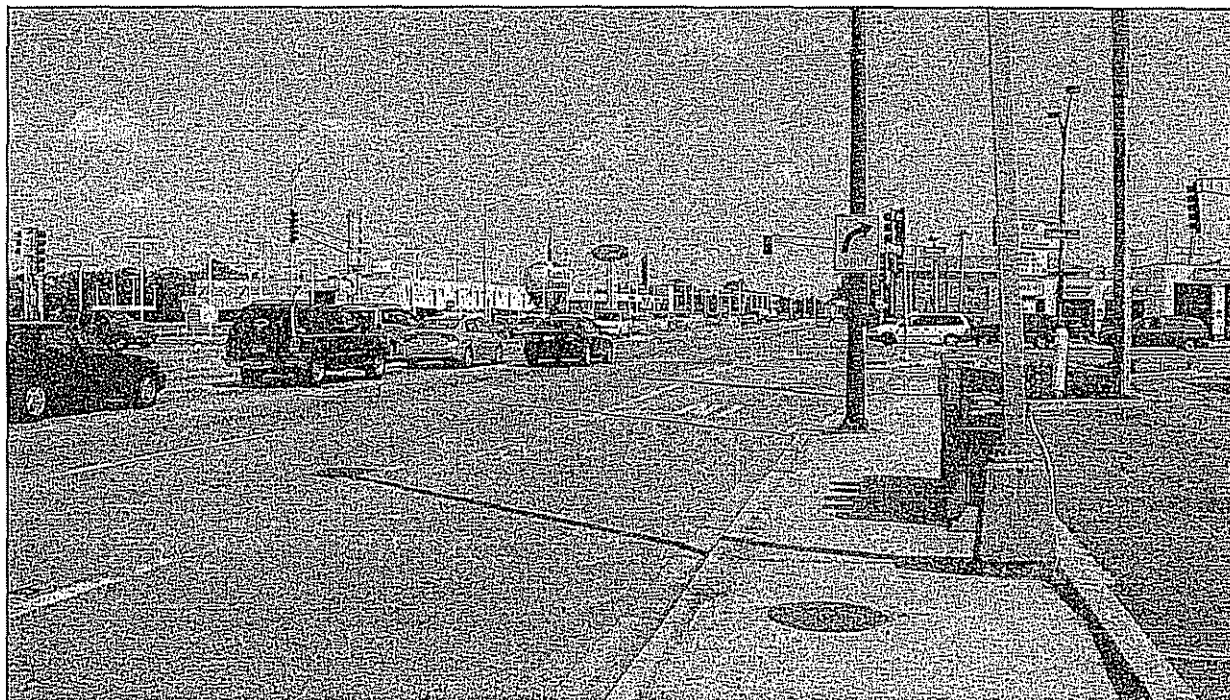




## C. Approaches

### 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



## B. Average Daily Traffic Count

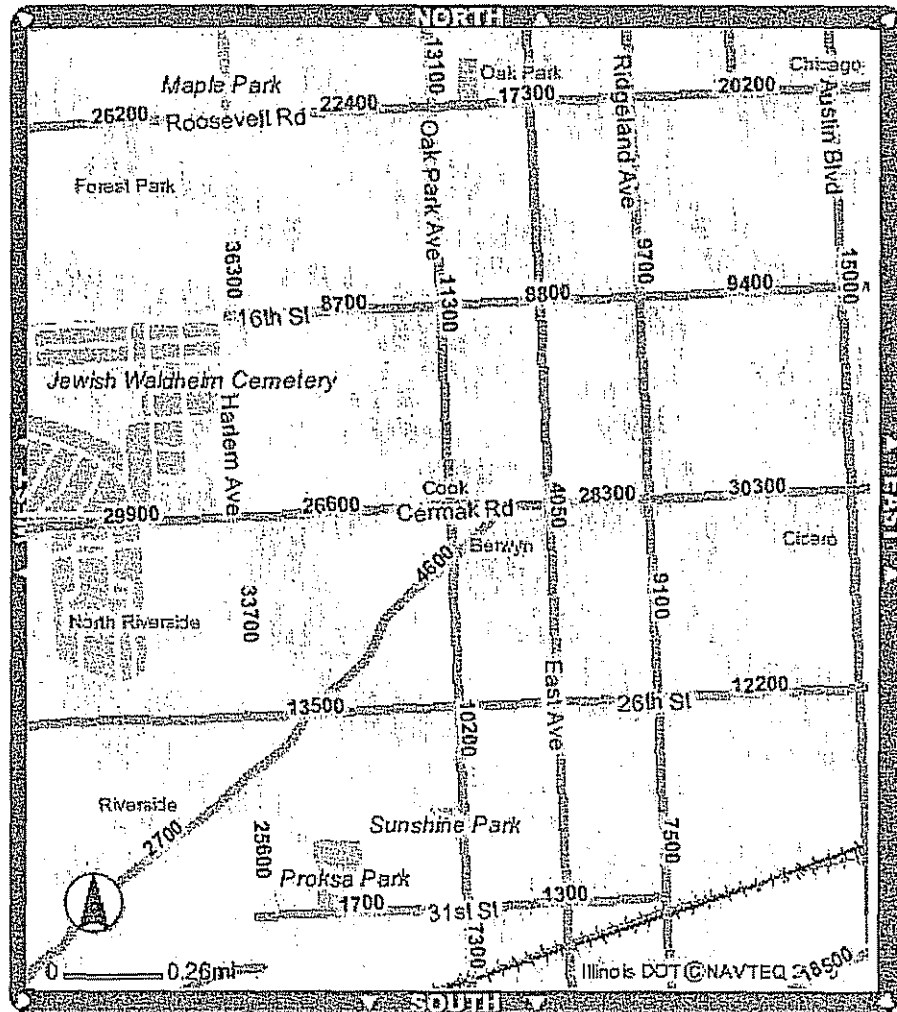
This information was obtained via the Illinois Department of Transportation website per the RLR Guideline document published by IDOT. Only ADT values were available, peak numbers were not provided.

### 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

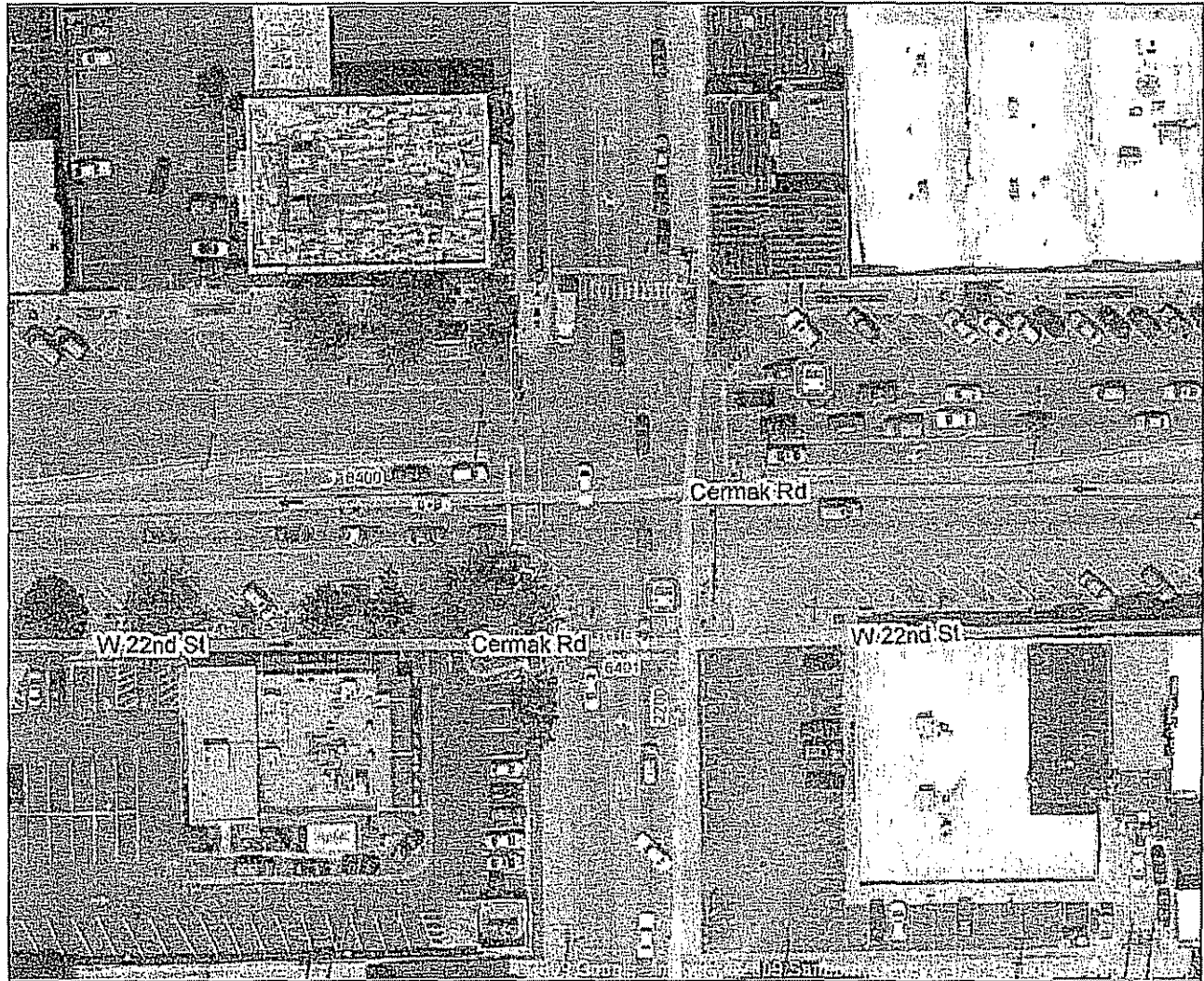
- Cross walk
- 3 lanes
- Dedicated left turn lane
- Speed limit is 25 mph
- Sidewalk
- 3 traffic lights
- Left turn traffic signal
- Speed limit is 25 mph
- Incandescent lights should be replaced with LED type lights
- No easement issue
- Possible location : 60 ft ~ 80 ft from the stop bar





# V. Cermak Rd at Ridgeland Ave

## A. Aerial Photo



## B. Average Daily Traffic Count

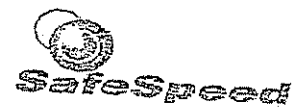
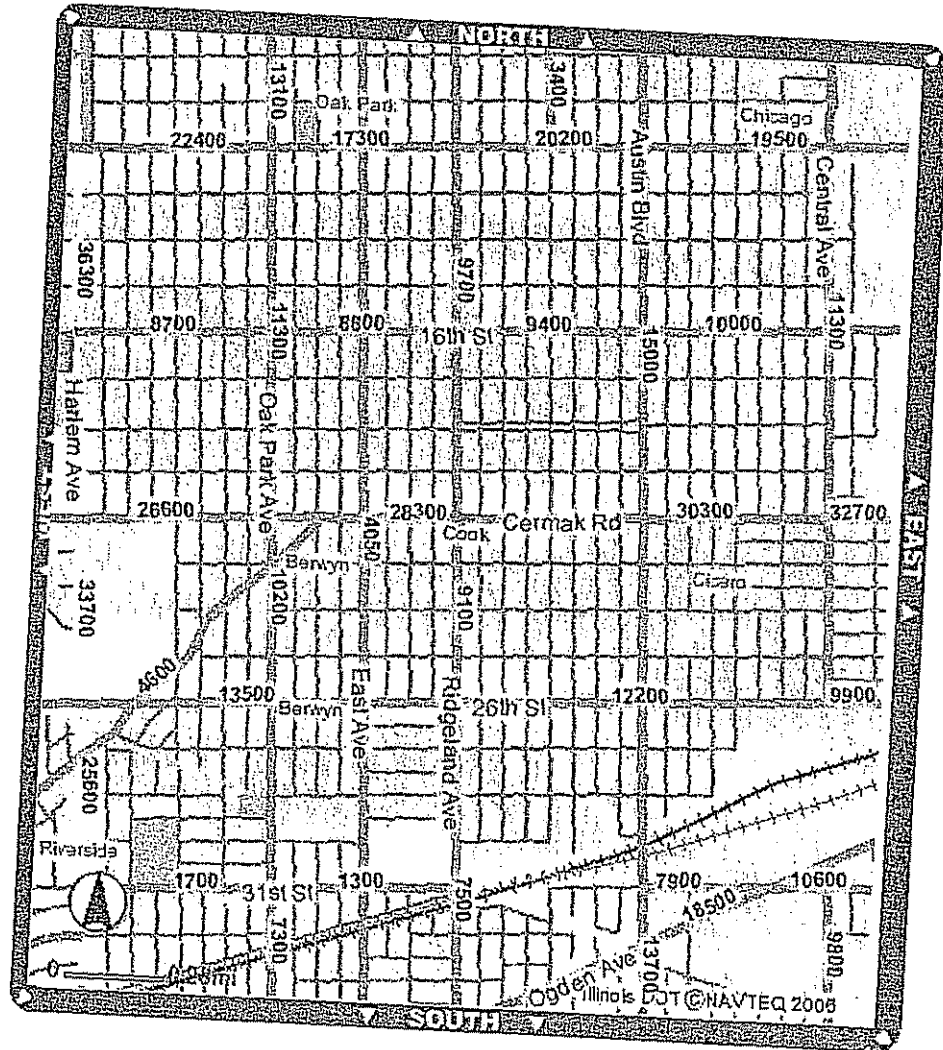
This information was obtained via the Illinois Department of Transportation website per the RLR Guideline document published by IDOT. Only ADT values were available, peak numbers were not provided.

### Ridgeland Ave ADT

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

### Cermak Rd ADT

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



## C. Approaches

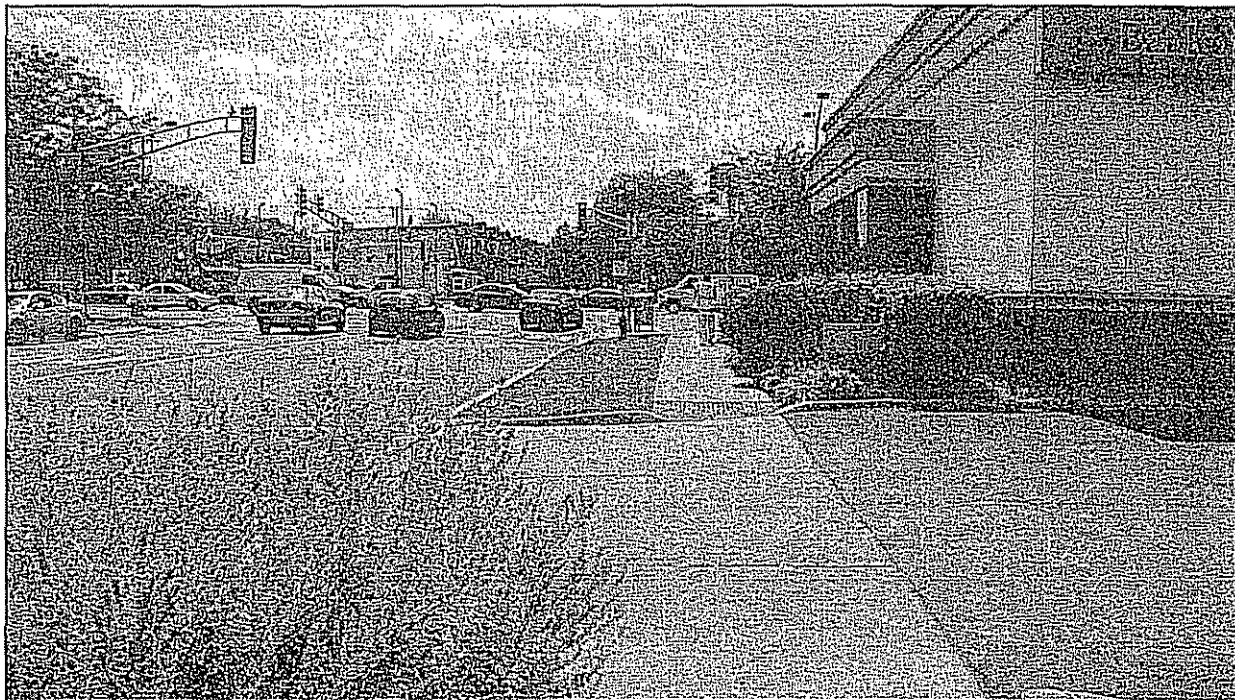
### Northbound Approach of Ridgeland Ave at Cermak Rd - Not Feasible (Low Traffic)

- 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



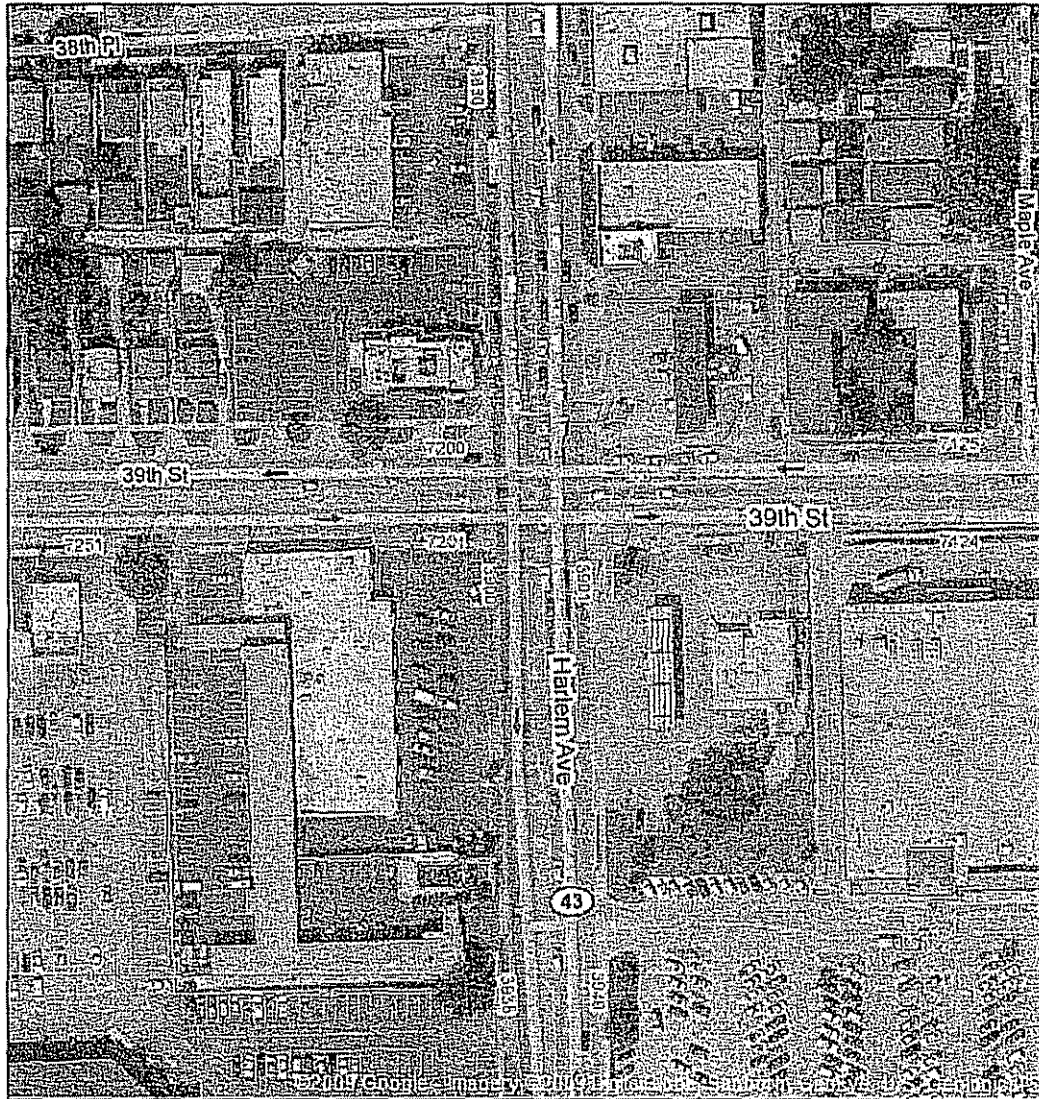
Westbound Approach of Cermak Rd at Ridgeland Ave - Not Feasible

- 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

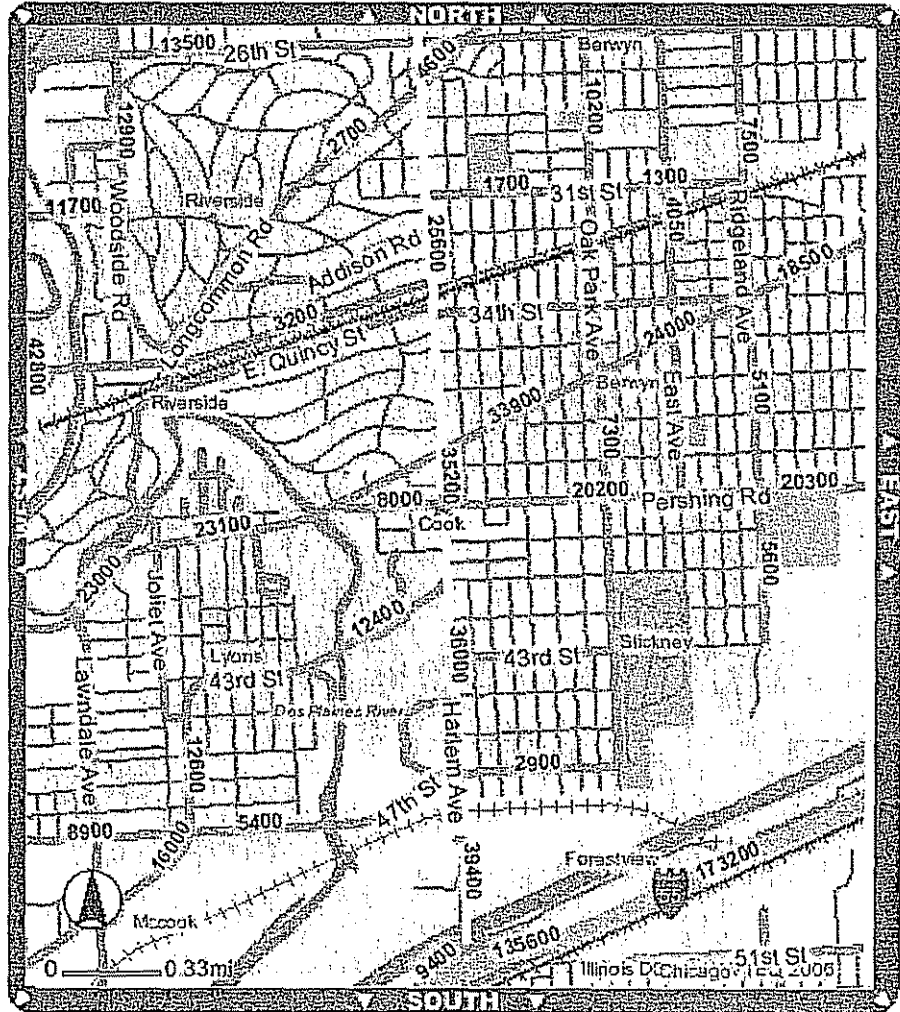
This information was obtained via the Illinois Department of Transportation website per the RLR Guideline document published by IDOT. Only ADT values were available, peak numbers were not provided.

### Harlem Ave ADT

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

### Pershing Rd ADT

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

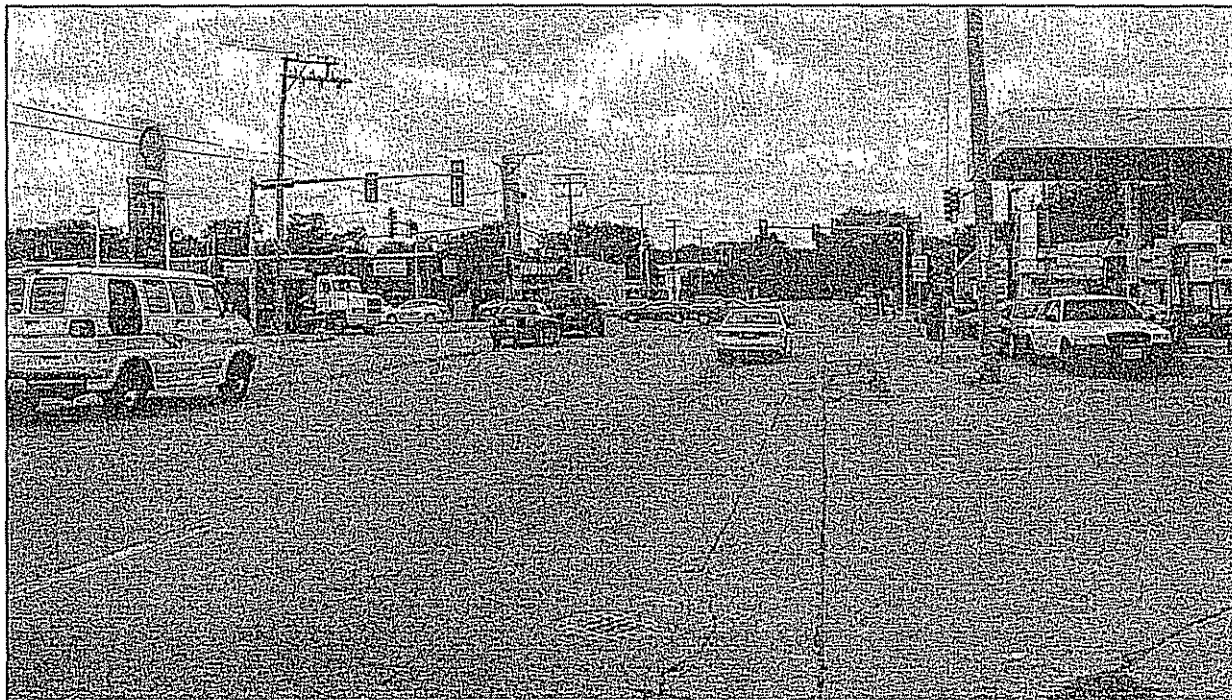




## C. Approaches

### 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

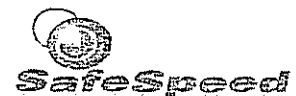
24-hour study summary conducted from 3 PM on Thursday, February 21<sup>st</sup> through 3 PM on Friday, February 22<sup>nd</sup>. A total of 8,611 vehicles were observed at this approach during the time of study. The system captured 142 red light violations during this time period. All captured violations 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>

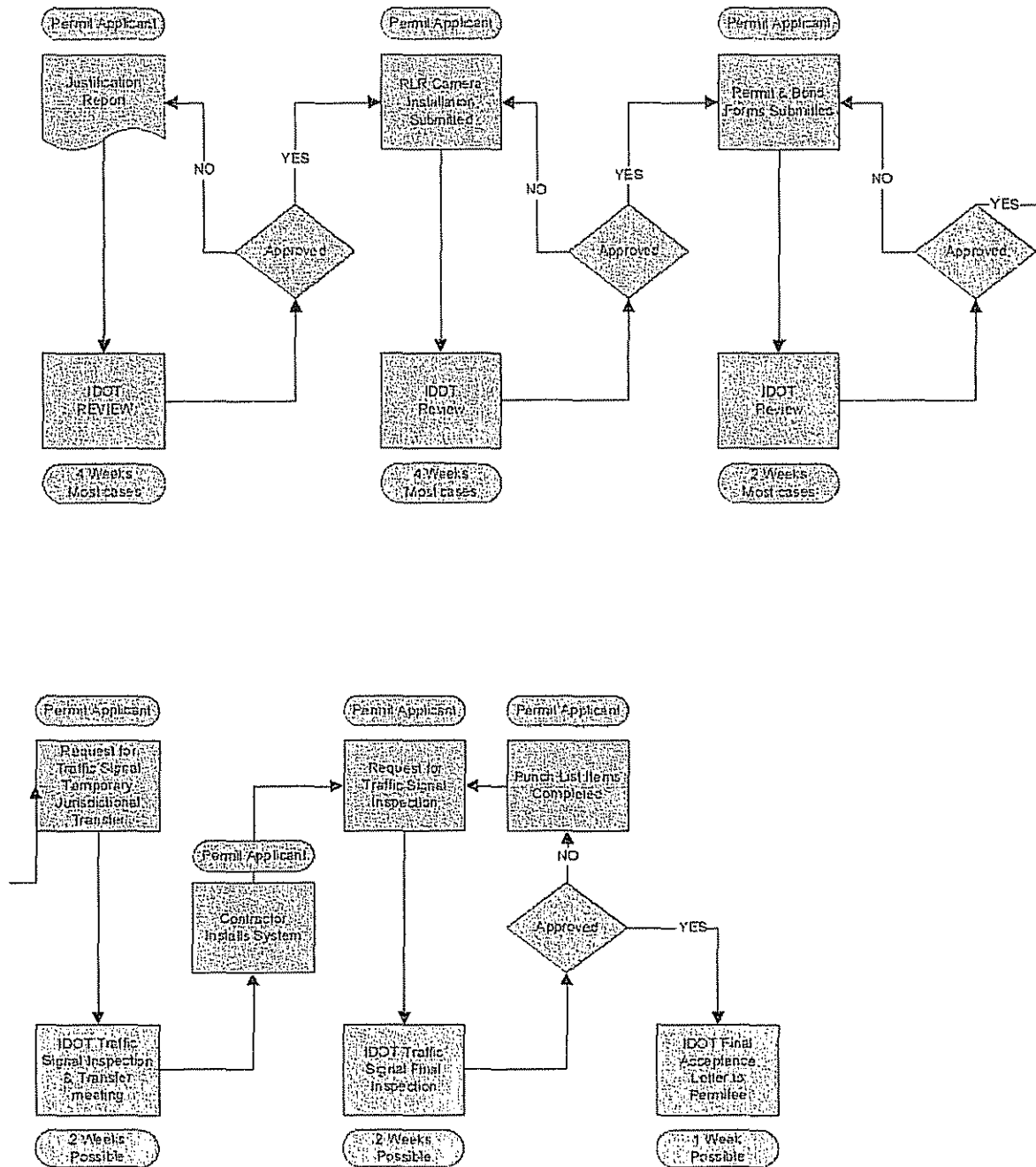
#### Red Light Violation Detail

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-2

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 09/22/09

**Deferred Communication**

Agenda Item J-2 is a Deferred Communication from C C Meeting dated 09/08/09 Item #25

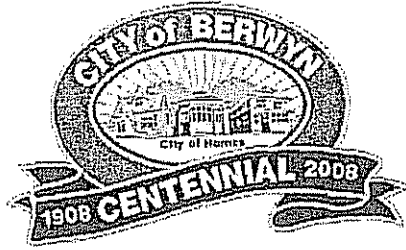
FROM PUBLIC WORKS DIRECTOR

Re: REQUEST TO SEEK BIDS FOR HOLIDAY DECORATIONS

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5-5

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

ITEM NO. 25  
DATE SEP 8 2009  
DISPOSITION defer

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 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 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 21st. 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 ever 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

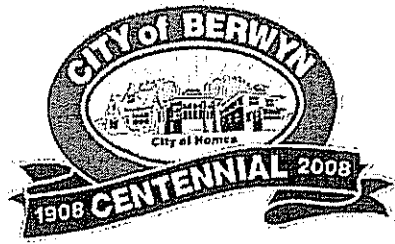
Small white lights on small bushes around building

**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.

The City of Berwyn

5-3



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 18, 2009

Members of the Berwyn City Council

Re: Retaining Bond Counsel

Mayor and City Council:

As a part of our upcoming bond issue, we need to retain bond counsel. After lengthy discussion about this issue and the complexities surrounding any refinancing of existing debt service, staff is recommending that we hire the law firm of Ice Miller due to their extensive experience in this arena and familiarity of the City's debt structure. Ice Miller was one of three such firms that conducted research regarding our debt configuration last year.

If the interest rates continue to remain at a low level at the time of issuance, it may be advantageous for us to consolidate our 1999 higher rate bond issue, in addition to our addressing other budgetary goals as previously adopted by the City Council. To that end, we will not know the size of the bond issue until we are further in the process.

The fee associated with their services is in line with what we have paid in the past. As with our previous bond issues, their fee is dependant upon the size of the bond issue and therefore, we will ask that council approve our hiring of this firm, with a not to exceed cap of \$60,000. As in the past, this fee will be incorporated into the bond issue itself.

Respectfully,

Brian Pabst  
City Administrator



September 17, 2009

WRITER'S DIRECT NUMBER: (630) 955-6590  
DIRECT FAX: (630) 955-4258  
INTERNET: James.Durkin@icemiller.com

Mr. Brian Pabst  
City Administrator  
City of Berwyn  
6700 26<sup>th</sup> Street  
Berwyn, IL 60402

*Re: Engagement letter as bond counsel for 2009 G.O. bonds and refunding*

Dear Mr. Pabst:

This letter is a follow up to our conversation about serving as Bond Counsel to the City of Berwyn ("the City") for the issuance of its above referenced bonds. We want to thank you for the opportunity to work with the City in connection with the proposed financing and to propose the terms of our engagement as Bond Counsel to the City. Ice Miller LLP values long-term relationships with clients and looks forward to working with the City on the current and future financings.

As Bond Counsel, our job is principally to render certain approving opinions regarding the validity of the financing under applicable state and federal laws and to render certain opinions concerning the tax status of the certificates and other matters. In order to perform those functions we will be required to perform the following functions:

- (a) Preparation or review of all documentation (e.g., ordinances, resolutions, agreements, leases, indentures, certificates, notices and other forms) requisite to the authorization, issuance, and sale of the certificates (including the documents previously prepared);
- (b) Attendance at meetings of the City, when necessary, at which proceedings affecting the transaction will be considered or voted upon;
- (c) Consultations with the various parties (normally the financial advisor, other consultants, if any, you and the City's attorney), including bond insurers, rating agencies, or letter of credit issuers, involved in the transaction regarding the details and problems of the transaction and the legal proceedings required for the transaction;
- (d) Arranging for the printing of the bonds, if required;

- (e) Responding to inquiries from prospective purchasers of the certificates;
- (f) Attendance at and supervision of the closing of the financing;
- (g) Examination of the executed transcript documents;
- (h) Furnishing to the City and to the purchasers of the certificates an approving opinion as to the legality of the issue and the exclusion from gross income of interest on the certificates; and
- (i) Assembling, duplicating, and binding the transcript documents for delivery to the parties to the transaction.

We will continue to draft documents (or review documents drafted by other parties) and generally supervise the proceedings as they move toward closing. While our primary responsibility is to the City as the issuer, we also have a responsibility to those persons or entities who will ultimately hold the bonds to render an independent, objective opinion on the bonds. Our main functions are to opine objectively that the bonds have been lawfully issued, that their tax status is that for which the purchasers have bargained and agreed, and that certain legal steps have been undertaken regarding timely payment of the bonds and the interest on the bonds. Unless the City decides to make special arrangements, our engagement does not include post issuance advice or any obligation to monitor or give advice on the City's continuing compliance with any tax requirements, as set forth in the bonds and the closing documents, which must be followed after issuance of the bonds in order to preserve the exclusion from gross income of interest on the certificates or to give advice on continuing compliance with securities law requirements.

As indicated above, if bonds are issued, we will be required to give an opinion as to certain federal tax matters. We will make inquiries of you and the City regarding matters relating to this compliance with applicable federal tax laws during the course of this transaction, and we will also be preparing documents containing covenants with which the City must comply in order to enable us to deliver these opinions.

Also, as noted above, one of our tasks is to give an opinion as to the validity and enforceability of the bonds under state laws. We will be making inquiries of the City during the course of these transactions regarding steps taken to comply with applicable state laws. We will also be preparing documents from time to time which assure or demonstrate such compliance, and, in some cases, reviewing documents prepared by your attorney or other parties to the same effect.

Issuers of municipal or other governmental securities must also comply with applicable federal and state securities laws. For a bond issue, your financial advisor should compile certain information provided by the City in an Official Statement or Limited Offering Memorandum and

Mr. Brian Pabst  
September 17, 2009  
Page 3

prepare certain accounting materials related thereto. Our Firm normally provides very limited materials for use in the Official Statement or Limited Offering Memorandum, including a section on federal tax matters, the bond ordinance, the trust indenture or a summary of it, a remedies section, and our opinion. For a private placement such as with the developer or owner of the project, the purchaser will be expected to familiarize itself with information about the City and the financing as no Official Statement is prepared in a private placement. In that case, we will be available to answer any questions from the purchaser that arise prior to the completion of the financing. We do not undertake responsibility for compiling or reviewing other materials nor are we generally engaged to conduct due diligence to investigate the accuracy of the materials compiled or provided other than those we provide. If additional due diligence or securities law compliance work or an opinion on securities law matters is required on a particular project, our fee will be adjusted accordingly.

This engagement letter will also serve to give express written notice to the City that (a) from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, financial advisors and other persons active in the Illinois public finance market on a wide range of issues, including, specifically, the Underwriter and (b) prior to your execution of this engagement letter we may have consulted with a number of such firms regarding the bonds, including, specifically, the Underwriter. Your acceptance of our services and execution of the enclosed copy of this letter to evidence our agreement constitutes your consent to these other engagements with the Underwriter. Neither our representation of the City nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective opinion.

Our legal fees for the financing of up to \$6 million in bonds shall not exceed \$37,000.00. We understand that you are currently considering the issuance of refunding bonds that will increase the par amount of the bonds to \$13 million, in which case our total fees would not exceed \$60,000.00.

Following the closing, we will provide the City with a final transcript. With respect to maintenance of documentation subsequent to the closing, our Firm will retain our correspondence file and a final transcript with the originals (or copies thereof) of the documents that are necessary for closing the issue. When the certificates have been retired, we will destroy the entire file other than our approving opinion. The purpose for advising you of our internal procedures is to allow you and your attorney to make an independent determination as to which other materials or drafts need to be maintained in your files and which may be discarded.

If the terms of this engagement are consistent with your understanding of our employment and are acceptable to you, please execute the acceptance clause at the end hereof and return an executed copy to me for our file. If you have any questions, please feel free to call



Mr. Brian Pabst  
September 17, 2009  
Page 4

James Durkin at (630) 955-6590. We look forward to working with you and other representatives of the City.

Very truly yours,

ICE MILLER LLP



James Durkin

Accepted by and on behalf of the City of Berwyn this \_\_\_\_\_ day of September, 2009.

City of Berwyn

By \_\_\_\_\_  
City Administrator

JD/jk  
cc: Mr. James Snyder

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) 788-2667  
www.berwyn-il.gov

September 18, 2009

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

Re: Settlement Approval  
EEOC 2009CF1946

Dear Mr. Pavlik:

Please put an item on the September 22, 2009 agenda authorizing the settlement of the above referenced matter for the total sum of \$2,500.00, based upon prior City Council approval in Executive Session.

Very truly yours,

Anthony T. Bertuca  
City Attorney

ATB/lps

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: Amended Engineering Services Agreement for Tank Repair Construction

Date: September 17, 2009, 2009

With the completion of the design and award of the initial construction phase of the Water Storage Tanks Repairs Project, the attached amendment to CDM contract covers the additional engineering services related to the Final Construction phase of this project. The amended engineering services include detailed structural evaluation of the roof members located in the rafters of the Ground Storage Tank. Upon completion of this inspected the Engineer shall develop a recommendation for repair and request a cost from the Contractor. The amendment also includes inspection services, processing of Contractor Request(s) for Payment and final close out of the project. The amount for these services is a lump sum cost of \$9,846.07.

Recommended Action

Staff recommends the City of Berwyn City Council approve and execute the attached engineering services agreement with CDM for a lumps sum cost of \$9,846.07.

**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER**

THIS IS AN AGREEMENT made as of September 16, 2009 between City of Berwyn ("OWNER") and CDM ("ENGINEER").

OWNER intends to Complete the construction phase of the Water Storage Tank Repairs (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

**ARTICLE 1 – SCOPE OF SERVICES**

- 1.1 ENGINEER agrees to perform for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

**ARTICLE 2 – TIMES FOR RENDERING SERVICES**

- 2.1 The specific time period for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If the specific periods of time for rendering services or specific dates by which services are to be completed are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
- 2.3 If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised

**ARTICLE 3 – OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance

requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.4 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and, as applicable to the Services, any other data relative to design or construction of the Project, all of which ENGINEER shall be entitled to rely upon.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any defect or conformance in ENGINEER's Services or in the work of any Contractor.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

#### **ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES**

- 4.1 Methods of Payment for Services of ENGINEER.
  - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A.
  - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices are due and payable on receipt.
  - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

#### **ARTICLE 5 – GENERAL CONDITIONS**

- 5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.
- 5.2 Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost, as applicable to the Services, provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of

labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or when the Project will be constructed ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

### 5.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

### 5.4 Use of Documents

5.4.1 All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

5.4.2 OWNER may rely upon that data or information set forth on paper (also known as hard copies) that the OWNER receives from the ENGINEER by mail, hand delivery, or facsimile, are the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the OWNER are furnished only for convenience, not reliance by the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the OWNER's sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.

5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the OWNER agrees that it will perform acceptance tests or procedures within 60 days, after which the OWNER shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the ENGINEER.

5.4.4 When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER.

5.4.5 OWNER may make and retain copies of documents for information and reference in connection with use on the Project by OWNER. ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and other projects of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including

attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

5.4.6 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.5 Controlling Law

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

5.6 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.7 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.8 Successors and Assigns

5.8.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.8.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement

5.8.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.8.3. Unless expressly provided otherwise in this Agreement:

5.8.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

5.8.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit

of any other party.

5.9 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.11 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.12 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.



5.13 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.14 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.15 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.16 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.19 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.20 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.22 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

## ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Services

The services to be performed for or furnished to OWNER by ENGINEER described in this Agreement.

6.1.2 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.3 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act,

15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.4 Construction Cost - ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.5 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement

6.1.6 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.7 ENGINEER's Subcontractor

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Reimbursable Expenses

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

6.1.9 Resident Project Representative - ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.10 Standard General Conditions - ♦

The Standard General Conditions of the Construction Contract (No. 800) of the Engineers Joint Contract Documents Committee.

6.1.11 Total Project Costs - ♦

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♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

#### **ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS**

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

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◆ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

This Agreement (consisting of Pages 1 to 19 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

By: Mr. Patrick Ryan  
Title: Public Works Director  
Date:

Address for giving notices:  
One Public Works Drive  
Berwyn, IL 60402

ENGINEER:

  
By: Mr. Edward McCall, P.E.  
Title: Client Services Manager  
Date: September 08, 2009

Address for giving notices:  
125 South Wacker Drive, Suite 600  
Chicago, IL 60606



**EXHIBIT A  
TO AGREEMENT BETWEEN  
OWNER AND ENGINEER  
(DESIGN AND CONSTRUCTION SERVICES)**

This is an exhibit attached to and made a part of the Agreement dated September \_\_, 2009, between City of Berwyn (OWNER) and CDM (ENGINEER) for professional services.

**1.0 ENGINEER'S SERVICES**

**1.1 Design Phase**

- 1.1.1 Prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the sixteen-division format of the Construction Specifications Institute).
- 1.1.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.
- 1.1.3 Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of changes in scope, extent or character or design requirements of the Project.
- 1.1.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.1.5 Furnish five copies of the above documents, Drawings and Specifications to and review them with OWNER.
- 1.1.6 ENGINEER's services under the Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.

The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as follows:

NOT APPLICABLE \_ DESIGN PHASE COMPLETE UNDER SEPARATE CONTRACT

**1.2 Bidding or Negotiating Phase**

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

- 1.2.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued,

attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.

- 1.2.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 1.2.3 Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.2.4 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- 1.2.5 The Bidding or Negotiating Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 1.2 are amended and supplemented as follows:

NOT APPLICABLE \_ BIDDING PHASE COMPLETE UNDER SEPARATE CONTRACT

1.3 Construction Phase

During the Construction Phase:

1.3.1 General Administration of Construction Contract

ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

1.3.2 Visits to Site and Observation of Construction

In connection with observations of the work of Contractor while in progress:

- 1.3.2.1 ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.3. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The



responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.3.2.2 and other express or general limitations in this Agreement and elsewhere.

- 1.3.2.2 The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 1.3.2.3 Duties, Responsibilities and Authority of the Resident Project Representative are set forth in Exhibit B.
- 1.3.3 Defective Work  
During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 1.3.4 Clarifications and Interpretations: Field Orders  
ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 1.3.5 Change Orders and Work Change Directives  
ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.
- 1.3.6 Shop Drawings  
ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.3.7 Substitutes

ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

1.3.8 Inspections and Tests

ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

1.3.9 Disagreements between OWNER and Contractor

ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

1.3.10 Applications for Payment.

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

1.3.10.1 ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 1.3.10.1 are expressly subject to the limitations set forth in paragraph 1.3.10.2 and other express or general limitations in this Agreement and elsewhere.

1.3.10.2 By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending

payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.3.11 Contractor's Completion Documents

ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 1.3.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

1.3.12 Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

1.3.13 Final Notice of Acceptability of the Work

ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 1.3.10.2) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

1.3.14 Limitation of Responsibilities

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.3.15 Duration of Construction Phase

The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 1.3 are amended and supplemented as follows:

NOT APPLICABLE

2.0 OWNER'S RESPONSIBILITIES

- 2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:
- 2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;
  - 2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;
  - 2.1.3 Appropriate professional interpretation of all of the foregoing;
  - 2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
  - 2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
  - 2.1.6 Property descriptions;
  - 2.1.7 Zoning, deed and other land use restrictions; and
  - 2.1.8 Other special data or consultations not covered in Article 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 2.2 Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.
- 2.3 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.4 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.5 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- 2.6 Provide, as may be required for the Project:
- 2.6.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
  - 2.6.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

- 2.6.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- 2.7 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
  - 2.7.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or
  - 2.7.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.7.1 and 2.7.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- 2.8 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- 2.9 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.
- 2.10 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.
- 2.11 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 2.1, 2.2 and 2.4 through 2.11, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- 2.12 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- 2.13 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
- 2.14 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

The OWNER's Responsibilities as set forth in this paragraph 2.0 are amended and supplemented as follows:

NA

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

AUGUST 2009 thru OCTOBER 2009

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

LUMP SUM \$9,846.07

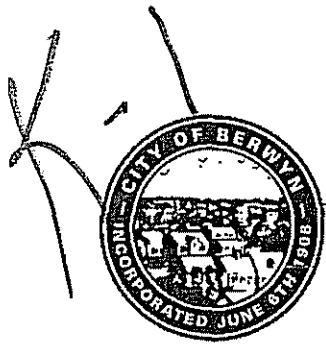
5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

NA



## **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

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

September 16, 2009

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

SUBJECT: Payroll September 16, 2009

Ladies and Gentlemen:

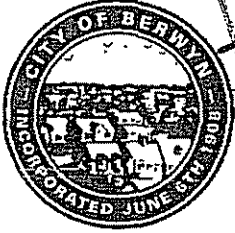
The current payroll has been prepared for review by the finance department and is ready for approval at the September 22, 2009 meeting.

Payroll: September 16, 2009 in the amount of \$947,631.07.

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 18, 2009

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

SUBJECT: Payables September 22, 2009 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the September 22, 2009 meeting.

Total Payables: September 22, 2009 in the amount of \$2,845,070.33.

Respectfully Submitted,

Nona N. Chapman  
Budget Committee Chairman

# Payment Register

From Payment Date: 8/27/2009 - To Payment Date: 8/30/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
3531	08/27/2009	Open			Accounts Payable	DIAMOND GRAPHICS, INC.	\$25.00		
3532	08/27/2009	Open			Accounts Payable	SALVATORE MOLINARO	\$864.33		
3533	08/27/2009	Open			Accounts Payable	SAM'S CLUB	\$388.03		
3534	08/27/2009	Open			Accounts Payable	SPRINT	\$2,488.77		
3535	08/27/2009	Open			Accounts Payable	TARGET AUTO PARTS	\$148.70		
3536	08/27/2009	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$17.46		
3537	08/27/2009	Open			Accounts Payable	THE SIGN EDGE	\$1,845.80		
3538	08/27/2009	Open			Accounts Payable	UNITED RADIO COMM,INC	\$159.00		
3539	08/27/2009	Open			Accounts Payable	UPS FREIGHT	\$16.46		
3540	08/27/2009	Open			Accounts Payable	US GAS	\$357.60		
3541	08/27/2009	Open			Accounts Payable	WEIMER MACHINE	\$5,930.30		
3542	08/28/2009	Open			Accounts Payable	BERWYN ACE HARDWARE	\$16.97		
3543	08/28/2009	Open			Accounts Payable	CHICAGO HEIGHTS PUBLIC LIBRARY	\$30.00		
3544	08/28/2009	Open			Accounts Payable	JIM FRANK	\$55.95		
3545	08/28/2009	Open			Accounts Payable	Secretary of State	\$65.00		
Type Check Totals:					15 Transactions		\$12,409.37		

01 - General Cash Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	15	\$12,409.37	
	Total	15	\$12,409.37	\$0.00

# Payment Register

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
3702	09/10/2009	Open			Accounts Payable	ADT SECURITY SERVICES	\$420.21		
3703	09/10/2009	Open			Accounts Payable	AMAZON.COM	\$535.82		
3704	09/10/2009	Open			Accounts Payable	AT&T	\$1,004.39		
3705	09/10/2009	Open			Accounts Payable	Baker & Taylor, Inc.	\$1,156.32		
3706	09/10/2009	Open			Accounts Payable	BBC AUDIOBOOKS AMERICA	\$550.18		
3707	09/10/2009	Open			Accounts Payable	CHICAGO SUN TIMES, INC.	\$507.52		
3708	09/10/2009	Open			Accounts Payable	COMPLETE TEMPERATURE SYSTEMS, INC.	\$3,604.00		
3709	09/10/2009	Open			Accounts Payable	Dan Andries	\$250.00		
3710	09/10/2009	Open			Accounts Payable	DEMCO EDUCATIONAL CORP	\$256.11		
3711	09/10/2009	Open			Accounts Payable	FULLMER LOCKSMITH SERVICE INC	\$16.50		
3712	09/10/2009	Open			Accounts Payable	GAYLORD BROS INC	\$379.28		
3713	09/10/2009	Open			Accounts Payable	Gema Romero	\$50.00		
3714	09/10/2009	Open			Accounts Payable	HALOGEN SUPPLY CO INC	\$500.00		
3715	09/10/2009	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	\$221.44		
3716	09/10/2009	Open			Accounts Payable	Illinois Game & Fish	\$18.00		
3717	09/10/2009	Open			Accounts Payable	ILLINOIS OCLC USERS GROUP	\$40.00		
3718	09/10/2009	Open			Accounts Payable	ILLINOIS PAPER & COPIER CO.	\$11.50		
3719	09/10/2009	Open			Accounts Payable	INGRAM LIBRARY SERVICES	\$2,417.43		
3720	09/10/2009	Open			Accounts Payable	JASMINE BROWN	\$77.58		
3721	09/10/2009	Open			Accounts Payable	KEY EQUIPMENT FINANCE	\$2,276.40		

## CITY of BERWYN

**Payment Register**

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3722	09/10/2009	Open			Accounts Payable	Metropolitan Library System	\$9,234.74		
3723	09/10/2009	Open			Accounts Payable	MICRO MARKETING,LLC	\$24.15		
3724	09/10/2009	Open			Accounts Payable	NAEIR	\$16.93		
3725	09/10/2009	Open			Accounts Payable	NATIONAL PEN CORPORATION	\$517.90		
3726	09/10/2009	Open			Accounts Payable	OFFICE DEPOT	\$141.39		
3727	09/10/2009	Open			Accounts Payable	Pexagon Technology, Inc.	\$363.95		
3728	09/10/2009	Open			Accounts Payable	RANDOM HOUSE,INC.	\$147.20		
3729	09/10/2009	Open			Accounts Payable	SHANE'S OFFICE SUPPLY CO.	\$197.94		
3730	09/10/2009	Open			Accounts Payable	Simple Distributors, LLC	\$36.00		
3731	09/10/2009	Open			Accounts Payable	SWANK MOTION PICTURE ,INC.	\$988.00		
3732	09/10/2009	Open			Accounts Payable	TANTOR MEDIA	\$155.96		
3733	09/10/2009	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$27.33		
3734	09/10/2009	Open			Accounts Payable	THE GALE GROUP	\$256.18		
3735	09/10/2009	Open			Accounts Payable	THE LIBRARY STORE	\$288.98		
3736	09/10/2009	Open			Accounts Payable	THE TEACHING COMPANY	\$25.00		
3737	09/10/2009	Open			Accounts Payable	UPSTART INC	\$292.49		
3738	09/11/2009	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	\$147.25		
3739	09/11/2009	Open			Accounts Payable	Jim Frank	\$101.45		
3740	09/11/2009	Open			Accounts Payable	M.K. SPORTS	\$3,888.00		
3741	09/11/2009	Open			Accounts Payable	PACE VANPOOL	\$1,000.00		
3742	09/14/2009	Open			Accounts Payable	David Kocka	\$682.19		
3743	09/14/2009	Open			Accounts Payable	Michael Garvin	\$1,090.44		
3744	09/14/2009	Open			Accounts Payable	VERIZON WIRELESS	\$50.00		

# Payment Register

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3745	09/14/2009	Open			Accounts Payable	VILLAGE OF NORTH RIVERSIDE	\$208.60		
3746	09/15/2009	Open			Accounts Payable	AmAudit	\$20,000.00		
3747	09/16/2009	Open			Accounts Payable	Maria Fernandez	\$430.49		
3748	09/16/2009	Open			Accounts Payable	Dawn Hamous	\$936.00		
3749	09/16/2009	Open			Accounts Payable	Carlos D. De Leon	\$1,940.17		
3750	09/17/2009	Open			Accounts Payable	Carlos D. De Leon	\$454.62		
3751	09/17/2009	Open			Accounts Payable	Guy Papa	\$2,113.84		
3752	09/17/2009	Open			Accounts Payable	LOREN BUCHMEIER	\$839.95		
3753	09/17/2009	Open			Accounts Payable	MARK A.SCHWANDERLIK	\$663.05		
3754	09/17/2009	Open			Accounts Payable	Metropolitan Water Reclamation District	\$1,600.00		
3755	09/17/2009	Open			Accounts Payable	Scott Cione	\$412.17		
3756	09/23/2009	Open			Accounts Payable	A & F Sewer Company, Inc.	\$1,352.00		
3757	09/23/2009	Open			Accounts Payable	A-1 Plumbing	\$500.00		
3758	09/23/2009	Open			Accounts Payable	Able Printing Service	\$1,214.47		
3759	09/23/2009	Open			Accounts Payable	AETNA-U.S.HEALTHCARE	\$24,657.74		
3760	09/23/2009	Open			Accounts Payable	AIR ONE EQUIPMENT,INC.	\$87.85		
3761	09/23/2009	Open			Accounts Payable	AIRGAS NORTH CENTRAL	\$200.39		
3762	09/23/2009	Open			Accounts Payable	ALLIANCE ENTERTAINMENT,LLC	\$426.55		
3763	09/23/2009	Open			Accounts Payable	ALPHA BUILDING MAINTENANCE SERIVCE INC.	\$3,669.00		
3764	09/23/2009	Open			Accounts Payable	AMERICAN LEGAL PUBLISHING CORP	\$204.75		
3765	09/23/2009	Open			Accounts Payable	AMERICAN MESSAGING	\$218.26		
3766	09/23/2009	Open			Accounts Payable	ANDERSON BROS FORD	\$281.88		
3767	09/23/2009	Open			Accounts Payable	Anthony Bertuca	\$25.00		

## CITY of BERWYN

**Payment Register**

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3768	09/23/2009	Open			Accounts Payable	ASSOCIATED TIRE AND BATTERY	\$628.50		
3769	09/23/2009	Open			Accounts Payable	AT&T	\$1,865.00		
3770	09/23/2009	Open			Accounts Payable	AVAYA INC.	\$40.15		
3771	09/23/2009	Open			Accounts Payable	B. DAVIDS LANDSCAPING	\$1,405.00		
3772	09/23/2009	Open			Accounts Payable	Baker & Taylor, Inc.	\$311.97		
3773	09/23/2009	Open			Accounts Payable	BARGE TERMINAL & TRUCKING	\$350.87		
3774	09/23/2009	Open			Accounts Payable	BERWYN DEVELOPMENT CORP	\$81,988.89		
3775	09/23/2009	Open			Accounts Payable	BLACKSTONE AUDIOBOOKS	\$183.00		
3776	09/23/2009	Open			Accounts Payable	BOB'S LAWN CARE	\$535.00		
3777	09/23/2009	Open			Accounts Payable	Bridget Verdum	\$400.00		
3778	09/23/2009	Open			Accounts Payable	Camp Dresser & McKEE	\$4,189.00		
3779	09/23/2009	Open			Accounts Payable	CARDINAL CARTRIDGE,INC.	\$872.30		
3780	09/23/2009	Open			Accounts Payable	Carlos Arnaldo	\$1,475.00		
3781	09/23/2009	Open			Accounts Payable	CASE LOTS INC	\$293.20		
3782	09/23/2009	Open			Accounts Payable	CDW GOVERNMENT,INC.	\$3,455.25		
3783	09/23/2009	Open			Accounts Payable	CESAR A. SANTOY	\$381.36		
3784	09/23/2009	Open			Accounts Payable	CHICAGOLD SIGN CO.	\$3,100.00		
3785	09/23/2009	Open			Accounts Payable	CHILD'S WORLD,INC	\$677.90		
3786	09/23/2009	Open			Accounts Payable	CINTAS # 769	\$968.30		
3787	09/23/2009	Open			Accounts Payable	CITY of CHICAGO	\$326,685.45		
3788	09/23/2009	Open			Accounts Payable	CLEARCHANNEL OUTDOOR	\$16,000.00		
3789	09/23/2009	Open			Accounts Payable	CNH CAPITAL AMERICA LLC	\$2,452.63		
3790	09/23/2009	Open			Accounts Payable	COMCAST CABLE	\$4.00		

## CITY of BERWYN

**Payment Register**

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3791	09/23/2009	Open			Accounts Payable	ComEd	\$24,054.80		
3792	09/23/2009	Open			Accounts Payable	COMMERCIAL MAINTENANCE CHEMICAL CORP	\$472.96		
3793	09/23/2009	Open			Accounts Payable	CONSTELLATION NEW ENERGY INC.	\$9,190.29		
3794	09/23/2009	Open			Accounts Payable	Damjan Vujanovic	\$1,475.00		
3795	09/23/2009	Open			Accounts Payable	Dell Marketing, LP	\$11,281.26		
3796	09/23/2009	Open			Accounts Payable	DON MORRIS ARCHITECTS,P.C.	\$5,365.00		
3797	09/23/2009	Open			Accounts Payable	Edmond Wanderling	\$1,815.00		
3798	09/23/2009	Open			Accounts Payable	FAN FAIR FOTO	\$408.00		
3799	09/23/2009	Open			Accounts Payable	Fernando Menno	\$13.54		
3800	09/23/2009	Open			Accounts Payable	FLASH ELECTRIC CO.	\$1,230.00		
3801	09/23/2009	Open			Accounts Payable	FMP	\$103.37		
3802	09/23/2009	Open			Accounts Payable	Gabriel Auto Parts	\$266.21		
3803	09/23/2009	Open			Accounts Payable	GABRIEL SALES	\$269.16		
3804	09/23/2009	Open			Accounts Payable	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS	\$76.00		
3805	09/23/2009	Open			Accounts Payable	GAYLORD BROS INC	\$41.53		
3806	09/23/2009	Open			Accounts Payable	George Popp	\$18.04		
3807	09/23/2009	Open			Accounts Payable	GOLDSTINE,SKRODZKI,RUSSIAN,N EMEC & HOFF,LTD.	\$13,939.08		
3808	09/23/2009	Open			Accounts Payable	GRAINGER	\$149.76		
3809	09/23/2009	Open			Accounts Payable	Gurtner Plumbing,Inc.	\$978.00		
3810	09/23/2009	Open			Accounts Payable	H & R JOHNSON BROS, INC	\$3,020.00		
3811	09/23/2009	Open			Accounts Payable	HASTINGS AIR-ENERGY CONTROL	\$522.51		
3812	09/23/2009	Open			Accounts Payable	Henry Jeffrey	\$25.19		

## CITY of BERWYN

# Payment Register

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3813	09/23/2009	Open			Accounts Payable	Hester Irma Zahn	\$359.98		
3814	09/23/2009	Open			Accounts Payable	HEWLETT-PACKARD COMPANY	\$344.00		
3815	09/23/2009	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	\$1,050.24		
3816	09/23/2009	Open			Accounts Payable	ILLINOIS HUMANITIES COUNCIL	\$25.00		
3817	09/23/2009	Open			Accounts Payable	ILLINOIS PAPER & COPIER CO.	\$41.83		
3818	09/23/2009	Open			Accounts Payable	INGRAM LIBRARY SERVICES	\$778.82		
3819	09/23/2009	Open			Accounts Payable	INTELLEAGENT SOLUTIONS,INC.	\$45.00		
3820	09/23/2009	Open			Accounts Payable	INTERSTATE BATTERY SYSTEM OF CENTRAL CHGO.	\$258.46		
3821	09/23/2009	Open			Accounts Payable	J & M FENCE	\$1,099.00		
3822	09/23/2009	Open			Accounts Payable	JACK PHELAN CHEVROLET	\$7.22		
3823	09/23/2009	Open			Accounts Payable	JACK'S RENTAL INC	\$2,980.69		
3824	09/23/2009	Open			Accounts Payable	JAMES DUNCAN & ASSOCIATES,INC.	\$609.00		
3825	09/23/2009	Open			Accounts Payable	Jim Frank	\$75.25		
3826	09/23/2009	Open			Accounts Payable	JOHN TARULLO	\$2,400.00		
3827	09/23/2009	Open			Accounts Payable	Joseph Lestina	\$352.23		
3828	09/23/2009	Open			Accounts Payable	Josephine Tucci	\$148.49		
3829	09/23/2009	Open			Accounts Payable	JP MORGAN CHASE BANK	\$424.26		
3830	09/23/2009	Open			Accounts Payable	Juan Quintero	\$1,475.00		
3831	09/23/2009	Open			Accounts Payable	JULIE,INC.	\$379.45		
3832	09/23/2009	Open			Accounts Payable	JUST TIRES	\$117.00		
3833	09/23/2009	Open			Accounts Payable	JYNETTE AYALA	\$21.47		
3834	09/23/2009	Open			Accounts Payable	K's Construction	\$737.00		
3835	09/23/2009	Open			Accounts Payable	KATHLEEN FIELD ORR & ASSOCIATES	\$453.76		



## CITY of BERWYN

# Payment Register

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3836	09/23/2009	Open			Accounts Payable	KDD OF ILLINOIS,LTD.	\$327.95		
3837	09/23/2009	Open			Accounts Payable	KEY GOVERNMENT FINANCE,INC.	\$3,521.52		
3838	09/23/2009	Open			Accounts Payable	Kira & Tamara Dyachenko	\$127.31		
3839	09/23/2009	Open			Accounts Payable	LA GRANGE GLASS CO.	\$209.33		
3840	09/23/2009	Open			Accounts Payable	LACONI Administrators' Section Treasurer	\$155.00		
3841	09/23/2009	Open			Accounts Payable	LANDMARK AUDIOBOOKS	\$210.70		
3842	09/23/2009	Open			Accounts Payable	MACNEAL PHYSICIANS GROUP LLC	\$185.00		
3843	09/23/2009	Open			Accounts Payable	MADISON CONSTRUCTION	\$251,300.00		
3844	09/23/2009	Open			Accounts Payable	Maha Hamad	\$1,475.00		
3845	09/23/2009	Open			Accounts Payable	Mark I. Manella	\$360.00		
3846	09/23/2009	Open			Accounts Payable	MARSHALL CAVENDISH	\$107.82		
3847	09/23/2009	Open			Accounts Payable	MAYRA REYES	\$359.90		
3848	09/23/2009	Open			Accounts Payable	McADAM LANDSCAPING,INC.	\$2,735.00		
3849	09/23/2009	Open			Accounts Payable	McCANN INDUSTRIES,INC.	\$3,992.73		
3850	09/23/2009	Open			Accounts Payable	MENARDS	\$166.02		
3851	09/23/2009	Open			Accounts Payable	MENARDS	\$7.47		
3852	09/23/2009	Open			Accounts Payable	MENARDS	\$35.92		
3853	09/23/2009	Open			Accounts Payable	Metro Clerking,Inc.	\$20.00		
3854	09/23/2009	Open			Accounts Payable	Michael Hernandez	\$1,475.00		
3855	09/23/2009	Open			Accounts Payable	MICHAEL OCHSNER JR.	\$2,535.51		
3856	09/23/2009	Open			Accounts Payable	MICRO MARKETING,LLC	\$116.31		
3857	09/23/2009	Open			Accounts Payable	Midwest Protection, Inc.	\$235.90		
3858	09/23/2009	Open			Accounts Payable	Miles Rice	\$90.43		

CITY of BERWYN  
**Payment Register**

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3859	09/23/2009	Open			Accounts Payable	Milos Construction	\$500.00		
3860	09/23/2009	Open			Accounts Payable	MILTON F PERSIN	\$104.80		
3861	09/23/2009	Open			Accounts Payable	MLB FINANCIAL SERVICES,LTD	\$85.00		
3862	09/23/2009	Open			Accounts Payable	MUNICIPAL CLERKS OF S/W SUBURBS	\$140.00		
3863	09/23/2009	Open			Accounts Payable	Nationwide Learning, Inc.	\$1,342.50		
3864	09/23/2009	Open			Accounts Payable	NEAL & LEROY,L.L.C.	\$7,606.05		
3865	09/23/2009	Open			Accounts Payable	New World Systems	\$6,180.00		
3866	09/23/2009	Open			Accounts Payable	NEXTEL COMMUNICATIONS	\$973.94		
3867	09/23/2009	Open			Accounts Payable	Nicholas Lahucik	\$1,475.00		
3868	09/23/2009	Open			Accounts Payable	North Berwyn Park District	\$6,000.00		
3869	09/23/2009	Open			Accounts Payable	OFFICE EQUIPMENT SALES	\$6.79		
3870	09/23/2009	Open			Accounts Payable	OLE FASHION FOOD SERVICES	\$85.85		
3871	09/23/2009	Open			Accounts Payable	Oscar Santiago & Roxanne Slana	\$1,170.00		
3872	09/23/2009	Open			Accounts Payable	PAMELA DURKIN	\$400.00		
3873	09/23/2009	Open			Accounts Payable	PARAMEDIC SERVICES OF ILL	\$111,192.00		
3874	09/23/2009	Open			Accounts Payable	PETAR DUMANOVIC,LLC	\$2,948.81		
3875	09/23/2009	Open			Accounts Payable	PHELAN DODGE	\$1,107.12		
3876	09/23/2009	Open			Accounts Payable	Power Construction Company,llc	\$1,238,988.00		
3877	09/23/2009	Open			Accounts Payable	Presbyterian Church	\$21.14		
3878	09/23/2009	Open			Accounts Payable	PROQUEST	\$1,095.00		
3879	09/23/2009	Open			Accounts Payable	QUARRY MATERIALS,INC.	\$923.22		
3880	09/23/2009	Open			Accounts Payable	RANDOM HOUSE,INC.	\$115.50		
3881	09/23/2009	Open			Accounts Payable	Ricardo Cossyleon	\$1,475.00		

## CITY of BERWYN

**Payment Register**

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3882	09/23/2009	Open			Accounts Payable	RIZZA FORD	\$526.51		
3883	09/23/2009	Open			Accounts Payable	ROSCOE COMPANY	\$254.33		
3884	09/23/2009	Open			Accounts Payable	S-P-D- INCORPORATED	\$821.61		
3885	09/23/2009	Open			Accounts Payable	SCHULTZ SUPPLY CO.INC.	\$184.97		
3886	09/23/2009	Open			Accounts Payable	SHANE'S OFFICE SUPPLY CO.	\$364.52		
3887	09/23/2009	Open			Accounts Payable	SHERWIN WILLIAMS	\$192.07		
3888	09/23/2009	Open			Accounts Payable	SKYDAN DEVELOPMENT	\$64,248.50		
3889	09/23/2009	Open			Accounts Payable	SPRINT	\$104.98		
3890	09/23/2009	Open			Accounts Payable	STANDARD EQUIPMENT CO	\$1,647.95		
3891	09/23/2009	Open			Accounts Payable	State Industrial Products	\$261.25		
3892	09/23/2009	Open			Accounts Payable	SUBURBAN LABORATORIES,INC.	\$664.00		
3893	09/23/2009	Open			Accounts Payable	SUBURBAN LIFE PUBLICATIONS	\$736.76		
3894	09/23/2009	Open			Accounts Payable	T-MOBILE	\$340.66		
3895	09/23/2009	Open			Accounts Payable	TARGET AUTO PARTS	\$63.60		
3896	09/23/2009	Open			Accounts Payable	Ted Thomas	\$44.24		
3897	09/23/2009	Open			Accounts Payable	TEEN INK	\$189.00		
3898	09/23/2009	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$160.39		
3899	09/23/2009	Open			Accounts Payable	Terra Engineering LTD	\$119,228.75		
3900	09/23/2009	Open			Accounts Payable	Terracon Consultants, Inc.	\$7,852.50		
3901	09/23/2009	Open			Accounts Payable	The Horn Book Inc	\$49.00		
3902	09/23/2009	Open			Accounts Payable	THE STREET.COM	\$812.10		
3903	09/23/2009	Open			Accounts Payable	Tony Ruffalo	\$88.48		
3904	09/23/2009	Open			Accounts Payable	TRYAD AUTOMOTIVE	\$1,299.81		

# Payment Register

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3905	09/23/2009	Open			Accounts Payable	Tryad Automotive	\$1,665.06		
3906	09/23/2009	Open			Accounts Payable	U.S. Cellular	\$166.45		
3907	09/23/2009	Open			Accounts Payable	UNDERGROUND PIPE & VALVE CO.	\$728.00		
3908	09/23/2009	Open			Accounts Payable	UNIQUE MANAGEMENT SERVICES,INC.	\$152.15		
3909	09/23/2009	Open			Accounts Payable	UPS FREIGHT	\$12.22		
3910	09/23/2009	Open			Accounts Payable	UPSTART INC	\$148.11		
3911	09/23/2009	Open			Accounts Payable	US GAS	\$452.40		
3912	09/23/2009	Open			Accounts Payable	Village of Forest Park	\$20.00		
3913	09/23/2009	Open			Accounts Payable	VISU-SEWER OF ILLINOIS,LLC	\$2,712.50		
3914	09/23/2009	Open			Accounts Payable	VOLTEXX,INC.	\$20.00		
3915	09/23/2009	Open			Accounts Payable	Warehouse Direct	\$1,718.59		
3916	09/23/2009	Open			Accounts Payable	WASTE MANMAGEMENT ILLINOIS- METRO	\$332,346.31		
3917	09/23/2009	Open			Accounts Payable	WATER ONE	\$121.75		
3918	09/23/2009	Open			Accounts Payable	WEIMER MACHINE	\$4,602.43		
3919	09/23/2009	Open			Accounts Payable	WIDAMAN SIGNS	\$95.00		
3920	09/23/2009	Open			Accounts Payable	William R. Gwozdz	\$35.00		
3921	09/23/2009	Open			Accounts Payable	ZEE MEDICAL,INC.	\$279.92		
Type Check Totals:					220 Transactions		\$2,832,660.96		

01 - General Cash Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	220	\$2,832,660.96	
	Total	220	\$2,832,660.96	\$0.00

# Payment Register

From Payment Date: 9/10/2009 - To Payment Date: 9/23/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	220	\$2,832,660.96		
					Total	220	\$2,832,660.96	\$0.00	
<b>Grand Totals:</b>									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	220	\$2,832,660.96		
					Total	220	\$2,832,660.96	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	220	\$2,832,660.96		
					Total	220	\$2,832,660.96	\$0.00	



# The City of BERWYN, Illinois Fire Department

---

FRANK SIMEK, Assistant Chief  
708 788 2660 ext 3601

6700 West 26th Street \* Berwyn, Illinois 60402-0701 \*Fax 708.749 6589

September 17, 2009

To: Mayor Robert Lovero  
Members of City Council

From: Assistant Chief Frank Simek

RE: Berwyn Firefighters Local 506 Cancer Drive

Ladies and Gentlemen:

Attached is a communication from Local 506 requesting permission to collect for the American Cancer Society on Saturday October 3 from 9:00 am. to 12:00 pm.

We have been working with the American Cancer Society for several months and are proud to announce a new fund raiser called "Pass the Helmet" sponsored by Firefighters. The Berwyn Fire Department is the first department in Illinois and very possibly the nation to begin this annual fund raiser. All of the money raised will go to cancer research. It would be my recommendation that you approve this request.

Respectfully,

Frank Simek  
Assistant Chief



# BERWYN FIRE FIGHTERS UNION

LOCAL 506

International Association of Fire Fighters

Affiliated with AFL-CIO-CLC

Associated Fire Fighters of Illinois

September 17, 2009

To: Mayor Lovero and Members of the Berwyn City Council

As an Executive Board Member of the Berwyn Fire Fighters Union Local 506, and in conjunction with the Berwyn Fire Department, I am requesting permission for our Local Fire Fighter's to collect donations at various intersections throughout the City of Berwyn on Saturday October 3, 2009 between the hours of 9:00 am – 12:00 pm.

This is our inaugural year that we will be embarking on a Cancer Fundraiser in cooperation with the American Cancer Society and the Berwyn Fire Department.

In our Local and our community we all know of family members, friends and even some of our own members who have battled with this terrible disease.

At this time the members of Local 506 would be honored to help in this very good cause and hope we will be able to find a cure.

Thank you for your consideration in this matter.

Respectfully submitted,

Mario J. Manfredini  
Berwyn Local 506

Cc: Assistant Chief Frank Simek

*Please Help Local 506 Work To Extinguish Cancer!*

K-4

A FRATERNAL ORGANIZATION



**CICERO-BERWYN LODGE NO. 1510**

BENEVOLENT AND PROTECTIVE ORDER OF ELKS

2600 S. Ridgeland Avenue

Berwyn, Illinois 60402

(708) 484-1510

September 14, 2009

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

Attn: City Clerk

The Cicero-Berwyn Elks wish to have permission to hold our annual "lollipop day" at the corner of 26<sup>th</sup> & Harlem, on October 10, 2009.

We would like to be on the corner from 10:00am till 2:00pm requesting donations and passing out lollipops for those donations. All proceeds will be forwarded to our state charity "Children's Care Corporation".

We will have aprons on that have the name of our lodge on them and will take every safety precaution to assure no one is injured.

Thank you for your consideration.

Cicero-Berwyn Elks Lodge #1510

Debra A. Lafferty  
Treasurer



Robert J. Lovero  
Mayor



\* NEEDS TO BE  
TURNED IN ON  
9/16/09

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 J. PAVLIK  
CITY CLERK

Date: 9/11/09

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 2800 block of WENONAH AVE.

Honorable Mayor Lovero & Members of Council:

Attached, please find a petition for a block party on the 2800 block  
Of WENONAH AVE.

The residents request permission to hold the event on Oct 3rd

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

Thank you for your consideration.

Yours truly,

Contact person is: [Signature]

Address is: 2839 S. Wenonah Ave.

Phone number is: \_\_\_\_\_

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

WE THE UNDERSIGNED RESIDENTS OF THE 2800 BLOCK OF Wenonah  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Oct 3rd  
BETWEEN THE HOURS OF 10am AND 8 pm, OUR RAIN DATE IS Oct 10th  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

NAME

ADDRESS

Jr PARTY  
WENONAH  
- 2839  
2845  
2838  
2827  
  
2825  
2828  
2841  
2836  
2810  
2848  
2842  
2814  
j ~~2812~~  
2819

Robert J. Lovero  
Mayor

K-b



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 J. PAVLIK  
CITY CLERK

Date: Sept. 17 2009

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 35<sup>th</sup> block of Home Ave.

Honorable Mayor Lovero & Members of Council:

Attached, please find a petition for a block party on the 35<sup>th</sup> block  
Of Home Ave.

The residents request permission to hold the event on Sat. Oct 3

With a rain date of Sun. Oct. 4, and Sun. Oct. 11 (if needed). We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

\_\_\_\_\_

Contact person is: \_\_\_\_\_

Address is: 3543 Home Ave.

Phone number is: \_\_\_\_\_

Resident  
\* Guests from the 36<sup>th</sup> block  
will be invited. We recognize  
that their block connects to  
Ogden Ave + therefore would like  
to include their small block  
with ours since the likely hood  
of their block being  
closed off probably  
won't happen. That  
is why you will find  
Signatures from  
the 36<sup>th</sup> block of  
Home Ave.

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

Thank you!

WE THE UNDERSIGNED RESIDENTS OF THE 35<sup>th</sup> BLOCK OF Home Ave.

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Sat. Oct. 3

BETWEEN THE HOURS OF 9:00 AND 11pm, OUR RAIN DATE IS Sun. Oct 4 or

ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL <sup>Sun. Oct. 1</sup> (if Oct 4 it's raining)

NAME ADDRESS

- 3525 S. Home
- 3515 Home Ave
- 3531 Home
- 3537 Home
- 3507 Home Ave
- 3576 S. Home
- 3519 S. Home
- 3543 Home Ave
- 3609 HOME AV
- 3612 Home Ave.
- 3614 Home Ave
- 3616 Home Ave
- 3600 S HOME
- 3546 Home.
- 3530 Home
- 3520 S. HOME
- 3518 Home
- 3546 S. Home
- 3603 S. HOME AV
- 3935 Home AV
- 3524 Home Ave
- 3534 Home Ave
- 3514 Home Ave
- 3538 HOME AVE
- 3539 Home Ave
- 3542 HOME AVE