

**AGENDA**  
**BERWYN CITY COUNCIL**

**REGULAR MEETING**  
**APRIL 26, 2016**  
**8:00 PM**

The Mayor and City Council welcome you. Please note: comments are permitted only during Open Forum and only for items not already on the agenda. When called upon by the Mayor, kindly state your name and address for the record. Thank you for your participation.

- A. Pledge of Allegiance and Moment of Silence**
- B. Open Forum**
- C. Approval of Minutes**
  - 1. Regular City Council and Committee of the Whole Meetings held on 4/12/16 Pg 2
- D. Bid Openings**
- E. Berwyn Development Corp., Berwyn Township/Health District**
  - 1. Berwyn Development Corporation – Jack’s Rental Commercial Loan Pg 8
  - 2. Berwyn Township – IGA to Renew Contract for MRC (Medical Reserve Corps) Volunteer Coordinator Pg 11
  - 3. Berwyn Health District – Renewal of IGA for Comprehension Rodent Control for 2016 Pg 20
  - 4. Berwyn Health District – Renewal of the 2011 IGA for Food Service Establishment Inspections for 2016 Pg 28
- F. Reports from the Mayor**
  - 1. Acting Chief of Police Appointment – Division Commander Michael D. Cimaglia Pg 35
- G. Reports from the Clerk**
  - 1. Approval of Closed COW Minutes of February 9<sup>th</sup> and 23<sup>rd</sup>, 2016 Pg 37
- H. Zoning Boards of Appeals**
- I. Reports from the Aldermen, Committees and Board**
  - 1. Alderman Santoy – Ad-hoc Zoning Committee meeting minutes March 23, 2016 Pg 38
  - 2. Alderman Santoy – Ad-hoc Zoning Committee meeting minutes April 20, 2016 Pg 39
  - 3. Alderman Polashek – Recreation Committee meeting May 3, 2016 Pg 42
  - 4. Alderman Laureto – Robert J. (Bob) Rolder Way Pg 43
- J. Reports from the Staff**
  - 1. Law Department – Proposed Video Gaming Ordinance Pg 48
  - 2. Finance Director – Surplus Property – 2004 Ford Taurus Pg 97
- K. Consent Agenda**
  - 1. Payroll – 4/20/16: \$1,250,408.92 Pg 98
  - 2. Payables – 4/26/16: \$1,139,981.72 Pg 99
  - 3. Emerson School – Family Literacy Night 4/28/16 Pg 105
  - 4. Iglesia Hispana Unida De Cristo – Rummage Sale – 5/13/16 & 5/14/16 Pg 106
  - 5. Block Party – 1400 block of Cuyler – 6/25/16 RD 6/26/16 Pg 107
  - 6. Block Party – 1800 block of Wenonah – 7/23/16 RD 7/30/16 Pg 108

\_\_\_\_\_ - Thomas J. Pavlik, MMC

Total items submitted: 19

C-1

MINUTES  
BERWYN CITY COUNCIL  
April 12, 2016

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto. Absent: None.
2. The Pledge of Allegiance was recited and a moment of silence was given for the families of Chester W. Chapman, beloved brother-in-law of Alderman Nona Chapman; Anthony Schiavone, beloved father of Police Detective Nicholas Schiavone and for the men and women protecting our safety on the streets of Berwyn, in the Armed Forces and for all Veterans.
3. The open forum portion of the meeting was announced. Alderman Chapman invited all to attend the Depot Mini-Golf Pub Crawl from noon to 6 p.m. On Saturday April 23, 2016 Alderman Laureto will have an 8<sup>th</sup> Ward meeting on April 20, 2016 at 7 p.m. at the Commodore Barry Post.
4. The minutes of the regular Berwyn City Council and Committee of the Whole meetings held on March 22, 2016 were submitted. Thereafter, Avila made a motion, seconded by Polashek, to concur, approve as submitted and place same on file for audit. The motion carried by a voice vote.
5. The Mayor submitted a Proclamation on the retirement by extending appreciation and thanked Mr. James "Wojo" Wojnarowski for his 27 ½ years of service with the Fire Department. Thereafter, Avila made a motion, seconded by Santoy, to concur and **adopt** the proclamation as presented. The motion carried by a voice vote.
6. The Mayor submitted a communication regarding the appointment of new Assistant Administrative Assistant to the Mayor and City Administrator, Virginia Pacheco. Chapman made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
7. Chapman made a motion, seconded by Boyajian, to suspend the rules and bring forward agenda items J-1 and J-16. The motion carried. J-1 is a communication from Fire Chief O'Halloran Requesting to Swear-in Probationary Firefighter/Paramedic Mark Taylor. Avila made a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
8. Item J-16 is a communication from Police Division Commander of Field Operations Mike Cimaglia recognizing Detectives Michael Fellows and Rita Esposito for receiving a Joint Operations Award from Chicago Police Department for their involvement with Internet Crimes Against Children (ICAC) Task Force. Thereafter, Avila made a motion, seconded by Boyajian, to concur and thanked for a job well done. The motion carried by a voice vote.

9. The Zoning Board of Appeals submitted a communication regarding the Conditional Use – Private Daycare/Nursery School – 6442 W. Cermak Road and an attached ordinance entitled:

**AN ORDINANCE APPROVING A CONDITIONAL USE FOR A PRIVATE DAYCARE/NURSERY SCHOOL IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT AT 6442 W. CERMAK ROAD, BERWYN, ILLINOIS**

Polashek made a motion, second by Laureto, to concur. The motion carried by the following call of the roll: Yeas: Chapman, Boyajian, Paul, Santoy, Polashek, Avila and Laureto. Nays: Fejt. Thereafter, Polashek made a motion, Seconded by Boyajian to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by the following call of the roll: Yeas: Chapman, Boyajian, Paul, Santoy, Polashek, Avila and Laureto. Nays: Fejt.

10. Alderman Polashek submitted a communication requesting to immediately suspend the issuance of Video Gaming Stickers issued under Section 804.19 of the Berwyn Codified Ordinances. Thereafter, Polashek made a motion, seconded by Boyajian, to refer the matter to the Building, Zoning and Planning; Business, License and Taxation Committees; the Mayor's Office and the Law Department. The motion carried by a voice vote.
11. The City Attorney submitted a communication regarding the Settlement of Case No. 12 WC 36778. Paul made a motion, seconded by Polashek, to excuse Fejt from the vote. The motion carried. Thereafter, Avila made a motion, seconded by Chapman, to concur, approve as amended in the Committee of the Whole and approve for payment in the amount not to exceed \$14,000.00. The motion carried by the following call of the roll: Yeas: Chapman, Boyajian, Paul, Santoy, Polashek, Avila and Laureto. Excused: Fejt.
12. The City Attorney submitted a communication regarding the Discounts Available Towards the Purchase of a License and an attached ordinance entitled:

**AN ORDINANCE AMENDING CHAPTER 462, SECTION 462.06 OF THE CODIFIED ORDINANCES REGARDING THE DISCOUNTS AVAILABLE TOWARDS THE PURCHASE OF A LICENSE FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS**

Thereafter, Chapman made a motion, seconded by Laureto, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

13. The City Attorney submitted a communication regarding the Liability of Parents for Truancy an attached ordinance entitled:

**AN ORDINANCE AMENDING CHAPTER 660, SECTION 660.09 OF THE CODE OF ORDINANCES REGARDING THE LIABILITY OF PARENTS FOR TRUANCY OF THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS**

Thereafter, Chapman made a motion, seconded by Laureto, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.



**BERWYN CITY COUNCIL MINUTES**

**April 12, 2016**

14. The Police Chief submitted a communication requesting to hire four Probationary Police Officers. Thereafter, Avila made a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
15. Police Division Commander Joseph Santangelo submitted a communication requesting to approve the Purchase of a 2016 Fleet from Currie Motors Frankfort. Thereafter, Avila made a motion, seconded by Boyajian, to concur, approve as submitted and approve for payment in the amount not to exceed \$224,910.00. The motion carried by a unanimous roll call vote.
16. The Assistant City Administrator submitted a communication regarding the Award of 2016 Seasonal Plantings – Watering and to execute a maintenance contract with City Escape Garden Center & Design Studio. Thereafter, Chapman made a motion, seconded by Laureto, to concur, approve as submitted and approve for payment in the amount not to exceed \$22,572.00. The motion carried by a unanimous roll call vote.
17. The Public Works Director submitted a Proclamation declaring April 29, 2016 as Arbor Day in the City of Berwyn. Thereafter, Boyajian made a motion, second by Chapman, to concur and **adopt** the proclamation as presented. The motion carried by a voice vote.
18. The Public Works Director submitted a communication regarding the Engineering Services for the 2015 CDBG Roadway, Water Main and Sewer Replacement Project and requests to negotiate a final agreement with Hancock Engineering. Thereafter, Boyajian made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a voice vote.
19. The Public Works Director submitted a communication regarding the Engineering Services for the 2015 CDBG Sidewalk and LED Streetlight Luminaire Replacement Projects and requests to negotiate a final agreement with Frank Novotny & Associates. Thereafter, Boyajian made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a voice vote.
20. The Public Works Director submitted a communication regarding the Award of 2016 Commercial Corridor Landscaping & Maintenance and requests to enter into agreement with Diaz Landscape Group LLC. Thereafter, Boyajian made a motion, seconded by Chapman, to concur, approve as submitted and approve for payment in the not to exceed \$52,950.00 plus a 15% contingency of \$7,943.00. The motion carried by a unanimous roll call vote.
21. The Public Works Director submitted a communication requesting to Award the Purchase of the Mounted Hydraulic Breaker to McCann Industries. Thereafter, Boyajian made a motion, seconded by Avila, to concur, approve as submitted and approve for payment in the not to exceed \$16,300.00. The motion carried by a unanimous roll call vote.
22. The Library Director submitted a communication requesting to advertise and hire library staff to fill part-time vacancies of YS Librarian 2, (two) YS Library Assistant 2 and Administrative Assistant. Thereafter, Chapman made a motion, seconded by Laureto, to concur and approve as submitted. The motion carried by a unanimous roll call vote.

**BERWYN CITY COUNCIL MINUTES**

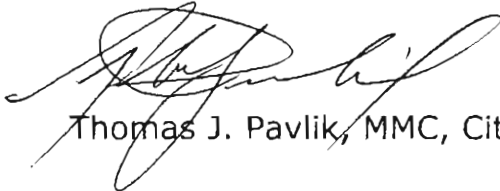
**April 12, 2016**

23. The Library Director submitted a communication requesting to the Award the Interior Renovations Project and to execute a contract with Construction Solutions of Illinois. Thereafter, Chapman made a motion, seconded by Laureto, to concur, approve as submitted and approve for payment in the amount not to exceed \$149,168.00. The motion carried by a unanimous roll call vote.
24. The Library Director submitted a communication requesting to the Award the Interior Renovations Project and to execute a contract with Interiors for Business. Thereafter, Chapman made a motion, seconded by Laureto, to concur, approve as submitted and approve for payment in the amount not to exceed \$45,641.20. The motion carried by a unanimous roll call vote.
25. The consent agenda, items K-1 through K-11 were submitted:
  1. Payroll – 3/23/16 \$1,394,317.27 and 4/6/16 \$1,115,264.16– Approved
  2. Payables – 4/12/16 \$1,827,517.41– Approved
  3. Building and Local Improvement Permits issued in the month of March, 2016
  4. Collection and Licensing issued in the month of March, 2016
  5. Handicap Parking Application #1085 – 1635 S. Oak Park – Denied
  6. Handicap Parking Application #1087 – 1519 S. Ridgeland – Denied
  7. Komensky Elementary – Our American Voice Fundraiser
  8. Chicago International Christian Church – Solicit for Funds – 4/16/16
  9. Jefferson School Wellness event and Cancer Awareness Walk – 5/11/16
  10. Buddy League Baseball Team – Special Event – 6/5/16
  11. NORC of UIC – General Social Survey through September, 2016

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

26. Alderman Santoy called an Ad-hoc Zoning Committee meeting for Wednesday, April 13, 2016 at 5:30 pm. Due to notice of the meeting not being compliant with the OMA, Santoy will call a meeting at a later date.
27. 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 8:33 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, MMC, City Clerk

**MINUTES**  
**BERWYN CITY COUNCIL**  
**COMMITTEE OF THE WHOLE**  
**April 12, 2016**

1. Mayor Lovero called the Committee of the Whole to order at 6:00 p.m.; upon the call of the roll the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto. Absent: None. Note: Deputy Clerk Lillian Guerrier in Clerk Pavlik's absence.
2. Arbor Day Presentation: The Mayor recognized the faculty and students of Jefferson Elementary, who thanked Public Works Director Schiller for his help with their school's learning project. The 3<sup>rd</sup> grade class voted and picked the Red Maple Tree. The City has donated a tree to be planted by students on April 29, 2016 in conjunction with Arbor Day.
3. Truancy Policy Presentation: The Mayor recognized Berwyn Police Commander Frank Cimaglia, who introduced the Attendance Coordinator from District 100 and Superintendent Dr. Ayala from District 98. Cimaglia reviewed the proposed amend ordinance that would address the increasing problem of truancy and would also encompass Morton West of District 201, if District 201 decides to opt in.
4. 2016 Berwyn Marketing Campaign: The Mayor recognized Berwyn Development Executive Director Anthony Griffin and Amy Crowther who presented a Power Point Presentation reviewing the 2015 campaign research, goals, consumer response/reactions and the 2016 proposed "Nothing Like a Suburb" billboard lines. The three presented were; "Independently Owned – Locally Sourced" • "Creative Outlets – Not Outlet Malls" • "Status Update – Homeowner."

Note: Clerk Pavlik present at 6:35 p.m.

5. Library Renovation Project Presentation: The Mayor recognized Library Director Keisha Garnett and Ed Kalina, President of Construction Solutions of Illinois who reviewed project plans, which is partially funded by the Live and Learn Grant from the Secretary of State. If City Council approves the plans tonight (agenda items J-14 and J-15) construction would start this week, with completion in May 2016. Alderman Santoy questioned the square footage of the new children's library. Ed Kalina stated it would be approximately 1/3 of the 2<sup>nd</sup> floor. Alderman Paul questioned the structural integrity of the building. Kalina replied that it had been addressed and the 2<sup>nd</sup> floor can structurally handle the load per square foot.

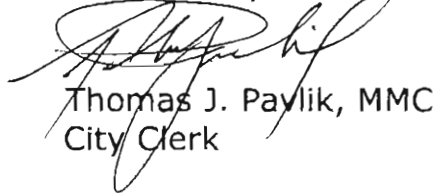


COMMITTEE OF THE WHOLE

April 12, 2016

6. The Mayor addressed Item I-1, Alderman Polashek's communication regarding suspending/limiting video gaming terminals and asked that it be referred to the Mayor's Office and the Law Department. The Mayor stated that his office has been working on this issue for several weeks, noting that there is pending litigation regarding this matter at the State level and currently an appeal on the States ruling. The City is currently working on legislation to address the number of video gaming terminals allowed. The Mayor then recognized Anthony Griffin who stated that the BDC is currently working on the new zoning code with CMAP, that will address the over saturation, along with violations of the current sign ordinance of existing businesses. The Law Department is presenting a draft ordinance at a meeting tomorrow with the City Administration, Department Heads and the BDC. The Mayor stated that it should be ready to present at the next City Council for consideration
7. There being no further business for the open Committee of the Whole, the Mayor asked for a motion to go into closed session for real estate contracts. Thereafter, Boyajian made a motion, seconded by Chapman, to close the Committee of the Whole at 7:00 p.m. The motion carried.
8. A motion was made in closed session by Avila, seconded by Polashek, to re-open the Committee of the Whole at 7:24. The motion carried.
9. Santoy made a motion, seconded by Boyajian, to adjourn the Committee of the Whole at 7:24. The motion carried.

Respectfully submitted,



Thomas J. Paylik, MMC  
City Clerk

April 22, 2016

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

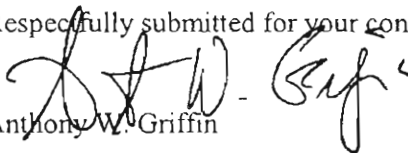
Re: Jack's Rental Commercial Loan

Dear Mayor and Members of the City Council,

Jack's Rental is seeking a new and master loan for their operations on 26<sup>th</sup> Street in Berwyn. They are currently in good standing in the BDC commercial loan program for a 2<sup>nd</sup> mortgage of their operations and assets in the amount of \$223,953.80. The first position is held by Byline Bank.

They are seeking one master loan so requesting consideration for additional loan proceeds in the amount of \$333,320 for a total loan of \$557,273.80. The total loan would be fully amortized up a maximum twenty (20) year period which balloons every five (5) years and at an initial interest rate of six percent (6%). Our loan collateral would move from a 2<sup>nd</sup> position to a 1<sup>st</sup> position with this loan application as the proceeds will only be used to fully pay off the first mortgage with Byline Bank. The current appraisal for the commercial property is \$790,000 which allows for a very good loan to value ratio of 70.5%. The loan will be fully collateralized in the form of a 1<sup>st</sup> real estate mortgage on the commercial building, a 1<sup>st</sup> lien security interest on the business assets and personal guaranties of the borrowers.

Respectfully submitted for your consideration.

  
Anthony W. Griffin





April 21, 2016

*Mr. Randall R. Jacklin & Mr. Rod W. Jacklin  
Jack's Rental, Inc.  
6638-44 W. 26<sup>th</sup> Street  
Berwyn, IL 60402*

*Re: Berwyn Development Corporation Commercial Loan Application Commitment Letter*

Dear Randall and Rod:

We are pleased to offer you the following conditional loan commitment for a new master loan for Jack's Rental, Inc. for a total loan of FIVE HUNDRED SIXTY THREE THOUSAND AND 00/100 DOLLARS (\$563,000.00). This is subject to and satisfaction of the conditions set forth below along with BDC Board of Director's approval and Berwyn City Council approval:

**BORROWER**

- Jack's Rental, Inc. (business)*
- Randall Jacklin (business owner and personally)*
- Rod Jacklin (business owner and personally)*

**LOAN AMOUNT**

Total of loan proceeds not to exceed \$334,000

A) THREE HUNDRED THIRTY FOUR THOUSAND AND 00/100 DOLLARS (\$334,000.00) as proceeds to be disbursed to payoff existing mortgage with Byline Bank.

**COLLATERAL/SECURITY**

- A) A 1<sup>st</sup> Real Estate Mortgage on property located at *6638-44 W. 26<sup>th</sup> Street, Berwyn, IL 60402*. The final legal description of property to be mortgaged must be satisfactory to the Berwyn Development Corporation.
- B) A 1<sup>st</sup> lien security interest on all business assets.
- C) Personal guaranties of Randall Jacklin and Rod Jacklin

**ADDITIONAL CONDITIONS**

- A) Restriction on any new debt (business and personal). Notification and approval to BDC loan commission required if additional debt of any type is sought.
- B) Restrictive covenants on salaries of officers, owners and senior staff.
- C) Monthly CPA certified reporting on business financials and annual tax returns.

**INTEREST RATE AND TERM**

Five (5) year commercial loan, priced at a rate of 6% for the first term, fully amortized up to a twenty (20) year period.

**GUARANTORS**

Unlimited Unsecured Guarantee of *Randall Jacklin and Rod Jacklin*

**FINANCIAL STATEMENTS**

Borrower shall maintain its present business form and organization, comply with all applicable laws, and continue to conduct and operate its business substantially as conducted and operated at present.

Borrowers and Guarantors shall provide quarterly financial statements to the Berwyn Development Corporation and annual business Tax Returns are required to be submitted until loan payoff.

**FEES**

- A) A \$5,000 loan processing fee to be paid at time of closing.

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

**TITLE INSURANCE**

Commitment for mortgage title insurance, without exceptions, satisfactory to the Berwyn Development Corporation to be furnished. The final mortgage title insurance policy to show clear title to be in the Borrower's name and will insure the Berwyn Development Corporation in the principal amount of the loan as having a first security interest in the property at 6638-44 W. 26<sup>th</sup> Street, Berwyn, IL.

**COSTS**

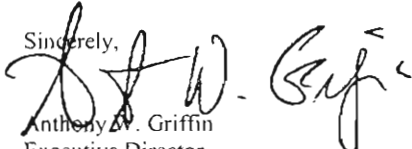
It is understood that the mortgagor shall pay all costs pertaining to this loan which may include the following: processing fee, mortgage title insurance policy, appraisal, survey, legal, recording fees, and any other incidental expenses as may be required by the Berwyn Development Corporation or the Berwyn Development Corporation's attorney.

**HAZARD INSURANCE**

Borrower will also be required to provide Hazard Insurance in an amount equal to the full replacement value of the collateral, but in no event less than the amount of the Loan. An insurance company satisfactory shall provide the policy to the Berwyn Development Corporation. All Risk extended coverage endorsements is required. Borrower will be required to provide a letter from an authorized agent stating that all premiums are paid and that the policy is in full force and effect. The Berwyn Development Corporation is to be properly designated in a Lender's Loss Payable Clause and Standard Mortgage Clause as Mortgagee under the policy. In addition, all cancellation clauses shall provide that the Berwyn Development Corporation be given thirty (30) days written notice prior to any cancellation, termination, or policy expiration.

**COMMITMENT ACCEPTANCE**

Upon your acceptance and proof of conditions outlined above, the Berwyn Development Corporation will proceed with processing the application for final and ultimate approval by the BDC Board of Directors and Berwyn City Council. Terms and conditions will be set by loan documents prepared after final approval. Please acknowledge your acceptance below as indicated and return it to our office at 3322 Oak Park Ave. Berwyn, IL 60402. If you have any questions about any material contained in this commitment, feel free to contact me at (708)788-8100.

Sincerely,  
  
Anthony W. Griffin  
Executive Director

Accepted by:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Borrower*

Accepted by:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Borrower*

E-2

## TOWNSHIP OF BERWYN

*Supervisor*  
**Elizabeth A. Pechous**  
*Town Clerk*  
**Thomas J. Pavlik**  
*Assessor*  
**David J. Avila**



*Board of Trustees*  
**Amelia Sordelli**  
**Beverly Pastorek**  
**Donna Calvello**  
**Edward Espinoza**

*"A Tradition of Service"*

April 26, 2016

To: Berwyn City Council

From: Tom Pavlik, Township Clerk/Health Board Secretary

Re: IGA to renew contract for MRC (Medical Reserve Corps) Volunteer Coordinator

Ladies and Gentlemen,

Attached you will find a copy of an IGA between the City of Berwyn, Berwyn Township and the Berwyn Public Health District regarding renewing the contract for the MRC (Medical Reserve Corps) Volunteer Coordinator. The Township and Health District Boards approved it on April 11, 2016. I respectfully ask for your approval and to authorize the corporate authorities to enter into agreement and affix their signature thereto.

Respectfully,

Thomas J. Pavlik, MMC



2016  
**INTERGOVERNMENTAL COOPERATION AGREEMENT**  
**FOR EMERGENCY MANAGEMENT COOPERATION**

**BETWEEN**  
**THE CITY OF BERWYN, ILLINOIS**  
**AND**  
**THE BERWYN PUBLIC HEALTH DISTRICT**  
**AND**  
**THE TOWNSHIP OF BERWYN**

This Intergovernmental Cooperation Agreement (hereafter referred to as the "Agreement") is entered into on the dates set forth below, by and between the City of Berwyn, Illinois (hereafter referred to as the "City"), and the Berwyn Public Health District, (hereafter referred to as the "Health District."), and the Township Of Berwyn, (hereafter referred to as the "Township.")

WHEREAS, each of the entities/parties is a political subdivision of the State Of Illinois, and is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, Section Ten (10) of Article VII of the Illinois Constitution and Section 5 ILCS 220/1 et seq. of the Illinois Compiled Statutes authorizes units of local government to jointly exercise any powers, privileges and/or authorities which may be exercised by any public agency; and

WHEREAS, that the City, Township and Health District each have statutory authority and responsibility for a variety of situations, actions and/or emergency responses that may become necessary due to a natural or manmade national, state or local emergency. Accordingly, each public entity is a cooperating agency in homeland security and emergency management efforts at all levels of government; and

WHEREAS, all parties are involved with the comprehensive planning for emergency response in a variety of circumstances and under the umbrella of a variety of programs. These include, but are not limited to The National Incident Management System (NIMS) and The Strategic National Stockpile (for mass dispensing and vaccination / point of distribution). One of the key components of this planning and cooperation is to coordinate a plan for the recruitment, vetting, training and maintenance of a large volunteer corps, including but not limited to a trained and qualified Medical Reserve Corps (MRC); and

WHEREAS; the parties acknowledge that since 2014, through an “INTERGOVERNMENTAL COOPERATION AGREEMENT FOR EMERGENCY MANAGEMENT COOPERATION,” the entities have been working together to establish, develop, implement and maintain an emergency management volunteer team and a Medical Reserve Corps (MRC); and

WHEREAS, each of the public entities hereto desires to continue to cooperate in all manners necessary to accomplish the afore-stated goals, and further bolster the community's readiness for any critical emergency that may confront the city.

NOW THEREFORE, IT IS AGREED THAT the entities/parties hereto do further re-establish and formalize their existing association, partnership and agreement for the implementation of a comprehensive emergency management volunteer program and Medical Reserve Corps program, on the terms and conditions as set forth herein:

#### ARTICLE I - PURPOSE

The City, Township and Health District acknowledge and agree that there is a continuing need for cooperation toward the implementation of a comprehensive plan for quick and appropriate responses to emergency incidents and national and/or local crisis. They further understand that each party, under current law, has certain obligations and authority concerning these issues; and that the parties have been cooperating with each other and through regional, state and national agencies to implement consistent protocols and procedures for these emergency management programs. The purpose of this Intergovernmental Cooperation Agreement is to continue to develop, establish and implement such cooperative emergency management programs; and with specificity (although without limitation) to implement an emergency management volunteer program and a Medical Reserve Corps program. [Hereafter, and throughout this Agreement use of the term “Programs” shall mean the establishment, development, implementation and maintenance of an emergency management volunteer team and a Medical Reserve Corps.]

**ARTICLE II - AUTHORITY AND DUTIES**

1. The parties acknowledge that Chapter 240 of the Codified Ordinances Of The City Of Berwyn establishes a **City Of Berwyn Department of Homeland Security & Emergency Management**. (hereafter designated as the BDHSEM). As neither the Township, nor the Health District have established any comparable agency; the parties agree that all efforts made in accordance with this Agreement shall be coordinated through the City's BDHSEM.

2. The City of Berwyn is a home-rule municipality organized under the Illinois Municipal Code; and is enabled and authorized by various sources to provide for the safety and general well-being of the citizenry and the community. The Health District is enabled and authorized by State Statute and local ordinance to enforce all laws relating to public health and sanitation within the community. The Township is enabled and authorized by the Illinois Township Code to provide for the general well-being of the community. Further, each entity/party has certain expertise and resources that are useful and invaluable to the establishment, implementation and maintenance of the Programs envisioned by this Agreement

3. It is the intention of the parties that they will cooperate to:

a. Establish, implement and maintain an Emergency Management Volunteer Team.

b. Establish, implement and maintain a Medical Reserve Corps.

c. Develop a comprehensive plan to insure the quick and efficient deployment of this volunteer team and/or MRC as part of any required emergency management response effort.

d. Coordinate a plan for the recruitment, vetting, training and maintenance of this large volunteer team and a trained and qualified Medical Reserve Corps.

e. Recruit and hire a **Program Manager/Volunteer Coordinator** on such employment terms that are from time to time agreed by the parties.

4. The entities agree that from the staffing/administrative standpoint, the Programs will be coordinated through the City's BDHSEM. Accordingly, it is agreed as follows:

a. The position of Program manager for the MRC and Volunteer Team shall be created. This staff position shall report to the Director/Coordinator of the BDHSEM.



b. The Director shall develop a position description, position qualifications and a hiring protocol.

c. Once the Director has recruited, interviewed, vetted and formed a hiring recommendation; said recommendation shall be forwarded to the mayor, Township Supervisor and Health Board President for their concurrence or other decision concerning the hire.

d. The terms of the engagement, including all issues as to compensation, benefits (if any) and all other issues shall be jointly determined by the parties.

e. The Committee: Any decisions that are required to be made relative to any matter covered by this Agreement shall be made jointly by a Committee comprised of the Mayor, Township Supervisor and Health District President. Each chief executive officer may participate personally, or through a designee. Should any decision require a vote, then each entity/party shall have one vote. In the unlikely event that no decision can be reached between the parties; then the chief executives may choose to refer the matter back to their respective corporate authorities (Council or Board) for a decision.

5. Nothing in this agreement is intended to alter, modify or shift any current mandates or responsibilities between the parties, nor is it intended to in any way alter, modify, amend or abrogate any obligation, duty, responsibility, power or authority that is placed upon, or that can be exercised individually by, the respective public entities that are party to this Agreement; whether by statute, regulation, ordinance or other agreement. Nor by this Agreement does any party waive, relinquish or transfer any jurisdictional authority that it currently possesses, whether exercised or not.

6. The parties will adopt such additional Resolutions and Ordinances required to properly implement the Programs.

7. For planning purposes all entities/parties shall accurately track all resources dedicated to the Programs, including, but not limited to, finances, supplies, printing, training and employee hours, and will share this data with the other parties upon request.

8. The parties (through their appropriate representatives and designees) agree to meet periodically as required under the circumstances; but in no event less than once per year. Each party agrees that it will meaningfully participate in said meetings by sending knowledgeable representatives from all key departments. The purpose of the meeting will be to discuss all aspects of the Programs.

### ARTICLE III - FINANCES AND FUNDING

1. The parties understand and agree that the cost of implementing the Programs may continue to fluctuate for some time. It is however estimated that over the next two calendar years, approximately \$24,000.00 will be required for the expenses of the Program Manager/Volunteer Coordinator.

2. Accordingly, the entities agree that for these next two fiscal (calendar) years of this Agreement, each of the three entities shall appropriate the sum of \$4,000.00 (1/3<sup>rd</sup> of the total sum of \$12,000.00) toward the expenses of the Programs. The City shall coordinate the finances and expenses of the program through the BDHSEM departmental budget. Each entity shall be invoiced for its contributions as the funds are committed. Contributions for each fiscal/calendar year (ending 12/31) shall not exceed \$4,000.00 per entity.

3. No less than ninety (90) days before the end of the 2<sup>nd</sup> fiscal/calendar year (12/31/17); the parties shall meet to discuss continued and future funding of the Programs.

4. Notwithstanding the foregoing however; the parties understand and agree that should the City, Township or Health District desire to hire other employees or retain contractual services for other emergency management purposes and for services outside of the scope of those set forth in this Agreement, nothing in this Agreement shall prevent that party from doing so, at its sole cost and expense.

### ARTICLE IV - WITHDRAWAL / TERMINATION

1. The parties to this Agreement understand and agree that this Agreement shall extend in perpetuity until termination is effected by mutual agreement or by a party as hereafter set forth:

A. Any party may terminate the Agreement, with or without cause, at the end of any fiscal year, which for the purpose of this Article shall be considered the City's fiscal year of December 31<sup>st</sup>. Notice of termination shall be given sixty (60) days prior to the end of the fiscal year.

B. If any party fails to approve its funding portion (if any) of the Programs; or if any party fails to budget and/or appropriate its funding responsibilities; or if any party

fails to fund its agreed and approved funding obligation, then the other parties may withdraw from the Program with sixty (60) days Notice to the other parties.

2. In the event of termination of this Agreement, the fiscal obligations of the parties shall not be abrogated or terminated if contractual obligations remain and extend beyond the termination date. The parties agree to use good faith and best efforts to mitigate any expenses and damages.

#### ARTICLE V - MISCELLANEOUS PROVISIONS

1. All Notices hereunder shall be served in writing to the Mayor, Township Supervisor and Health District President at their corporate offices. Notice shall be deemed served and received if transmitted via hand delivery, email or facsimile before 5:00 pm on the day of service, with another copy placed in regular US mail by the next business day.

2. The agreements, covenants, terms and conditions of this Agreement may only be modified through the written mutual consent of the parties.

3. Nothing within this agreement in any way modifies or abridges any rights, powers or authority granted to the parties, either jointly or severally, by any law, regulation, agreement or ordinance. Nothing in this Agreement precludes a party from unilaterally utilizing its powers or jurisdictional authority to enforce any law or ordinance with respect to any matter covered within this Agreement.

4. The parties acknowledge and agree that each has sufficient liability insurance coverage that insures the entity/agency for any and all acts and/or omissions envisioned or reasonably contemplated and related to these Programs. No party will seek reimbursement from the other for any loss or claim occasioned by any act or omission by its own staff, agents or officers. Each party will indemnify and hold the other parties harmless for any and all loss, costs, expenses, claims and/or damages, including reasonable attorney's fees, occasioned by any act or omission by its own employees, staff, officers or agents with respect to these Programs.

5. This Agreement shall become effective upon its approval in accordance with the law by the respective corporate authorities of the City, the Township, and the Health District



A. The City Council of The City Of Berwyn approved this Agreement on \_\_\_\_\_, 2016.

B. The Town Board of Trustees of Berwyn Township approved this Agreement on \_\_\_\_\_, 2016.

C. The Health Board of The Berwyn Public Health District approved this Agreement on \_\_\_\_\_, 2016.

CITY OF BERWYN, ILLINOIS      Dated: \_\_\_\_\_

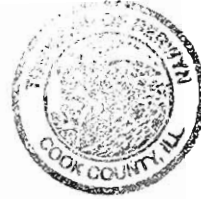
By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

BERWYN TOWNSHIP

Dated: April 11, 2016

By: *Elizabeth A. Peders*



ATTEST: *[Signature]*

BERWYN PUBLIC HEALTH DISTRICT

Dated: April 11, 2016

By: *Elizabeth A. Peders*



ATTEST: *[Signature]*

E-3



**ELIZABETH A. PECHOUS**  
*Supervisor*  
*President, Board of Health*

**TOWNSHIP OF BERWYN**  
**PUBLIC HEALTH DISTRICT**

"A TRADITION OF SERVICE"  
6600 W. 26th Street • Berwyn, IL 60402  
(708) 788-6600 • Fax (708) 788-0432



**THOMAS J. PAVLIK**  
*Town Clerk/Secretary*

**David J. Avila**  
*Assessor/Treasurer*

April 26, 2016

From: Tom Pavlik, Secretary Berwyn Public Health District

To: Mayor and Berwyn City Council

Re: Renewal of Intergovernmental Cooperation Agreement (IGA) for Comprehensive Rodent Control for 2016

Ladies and Gentlemen,

Attached you will find a revised Intergovernmental Agreement between the City of Berwyn and the Berwyn Public Health District for the 2016 Comprehensive Rodent Program. The new IGA will increase the Berwyn Public Health District's payment from up to \$4,000 to \$5,000 annually, as negotiated between the Health District Attorney and Building Director Lazzara. The Board of Health has approved and signed at the last meeting held April 11, 2016. I respectfully ask for your approval and to authorize the corporate authorities to enter into agreement and affix their signature thereto.

Sincerely,

Thomas J. Pavlik, MMC  
Berwyn Public Health  
District Secretary

2016  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR A COMPREHENSIVE RODENT PROGRAM

BETWEEN  
THE CITY OF BERWYN, ILLINOIS  
AND  
THE BERWYN PUBLIC HEALTH DISTRICT

This Intergovernmental Cooperation Agreement (hereafter referred to as the "Agreement") is entered into on the dates set forth below in the year 2016; by and between the City of Berwyn, Illinois (hereafter referred to as the "City"), and the Berwyn public Health District, hereafter referred to as the "Health District.")

WHEREAS, each of the parties is a political subdivision of the State Of Illinois, and is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, Section Ten (10) of Article VII of the Illinois Constitution and Section 5 ILCS 220/1 et seq. of the Illinois Compiled Statutes authorizes units of local government to jointly exercise any powers, privileges and/or authorities which may be exercised by any public agency; and

WHEREAS, each of the parties hereto strives to provide quality public services and maintain a clean, safe and healthy community; and

WHEREAS, it is desirous that the parties pool information, staff and resources to collectively fund and administer a Comprehensive Rodent Program (hereafter referred to as the "Program.") within the City of Berwyn; and

WHEREAS, the entities have cooperated in this PROGRAM through an Intergovernmental Cooperation Agreement since approximately 2005; and desire to continue this cooperative Program;

NOW THEREFORE, IT IS AGREED THAT the entities/parties hereto do further ad continue to associate themselves in the formation of a collective effort for the establishment and implementation of a comprehensive rodent program, on the terms and conditions as set forth herein:



## ARTICLE I - PURPOSE

The City and the Health District acknowledge and agree that there is a continuing need for a Comprehensive Rodent Plan and Policy within the City Of Berwyn. They further understand that each party, under current law, has certain obligations and authority concerning the issue; and the parties have been cooperating since 2005 to implement a consistent protocol and procedures for the Program through a series of Intergovernmental Cooperation Agreement between them. The purpose of this voluntary Intergovernmental Cooperation Agreement is to continue to develop, establish and implement such a "PROGRAM" that will include the following elements: Planning, Education, Prevention, Detection, Eradication and Enforcement.

## ARTICLE II - AUTHORITY AND DUTIES

1. The parties acknowledge and agree that the City is uniquely situated and is in the best position to identify potential problems and has the greatest enforcement leverage with property owners. There are several reasons for this. The City owns and maintains the streets and alleys; it has contractual rights concerning waste preparation and removal; it licenses businesses and private scavengers and it controls water supply and billing. Further the City has numerous departments and employees uniquely situated to implement every aspect of a comprehensive Program. Therefore, the city shall be considered the primary agency in this Program.

2. The Health District is enabled and authorized by State Statute and local ordinance to enforce all laws relating to public health and sanitation. Further, the Health District has certain expertise and resources invaluable for the implementation of any rodent control plan. Therefore, the Health District shall be considered as a resource and as the secondary agency in this Program.

3. The parties will jointly develop, establish and implement the Program. The parties will jointly agree which party will be responsible for every aspect of the Program; and the Program shall clearly delineate roles, responsibilities and obligations for every element of the Program, including, but not limited to Education, Prevention, Detection, Eradication and Enforcement.

4. The parties will adopt such Resolutions and Ordinances required to properly implement and administer the Program.

5. The City will designate one Department as the central clearinghouse for all complaints, documents, reports etc., concerning the Program. Further, the parties will cooperate to insure the complete sharing of all information and data concerning the Program's operations.

6. For planning purposes both parties shall accurately track all resources dedicated to the Program, including, but not limited to, finances, supplies, printing, training and employee hours, and will share this data with the other party upon request.

7. The parties shall perform such other duties as are from time to time required and agreed to by the parties.

8. The parties (through their appropriate representatives and designees) agree to meet periodically as required under the circumstances; but in no event less than once per year. Each party agrees that it will meaningfully participate in said meetings by sending knowledgeable representatives from all key departments. The purpose of the meeting will be to discuss progress and to review Program goals, implementation and finances.

### ARTICLE III - FINANCES AND FUNDING

1. The parties understand that each has a different fiscal year. Therefore, all future planning must take these funding cycles into account. However, it is agreed that the Program year will coincide with the fiscal year for the City, January 1<sup>st</sup> through December 31<sup>st</sup>.

2. The parties acknowledge and agree that the Program as developed or implemented shall not require either party to exceed budgeted amounts for this purpose. It is expressly understood that the Program will not require the hiring of additional staff, additional contractual services or additional funding for expenses, if these are not currently budgeted/appropriated or if the party does not agree. In the event that the Program envisions or plans for such additional expenditures that do not materialize, the parties agree that the Program will be appropriately modified to reflect actual resources deployed and actual funds appropriated by the respective parties.

3. The parties acknowledge and agree that at the time of entering into this Agreement this is a continuing Program first implemented in 2005. For the current fiscal year (ending 12/31/16 for the City and 3/31/17 for the Heath District) each party has pledged the sum of Five Thousand and Zero/Hundredth Dollars (\$5,000.00) toward the Program. It is acknowledged that this sum is solely to defray the cost of contractual services for rodent eradication. These sums do not include other resources needed to develop and implement the Program, including, research, printing and publication, education and staff (which are contributed by the entities without reimbursement from the other party). Notwithstanding the foregoing, however; it is agreed that should the total sums expended for contractual rodent eradication services for the fiscal year be less than the pledged sums, each entity shall only be required to contribute 50% of the actual sum expended, up to the maximum dollar figure set forth above.

4. Each party agrees that they will use good faith and best efforts in future years to fund, through its budgetary/appropriation process, necessary finances to fund the Program that it has approved for that upcoming fiscal year.

5. It is also understood that while the current year funding is based upon a 50/50 split formula between the parties; neither party agrees that that percentage is either proper, permanent or agreeable for future years. The Program may require modification depending upon needs, and ongoing evaluation and modification remains likely. The parties agree that prior to the commencement of any fiscal year, the parties will review the Program and mutually approve the Program elements and budget for the next fiscal year. This Program approval shall contain an agreed funding formula that allocates financial responsibility between the parties. [For each such (fiscal year) budgeted allocation and contribution; the other provisions of Article III - Paragraph 3 (above) shall continue to apply.]

#### ARTICLE IV - WITHDRAWAL / TERMINATION

1. The parties to this Agreement understand and agree that this Agreement shall extend in perpetuity until termination is effected by mutual agreement or by a party as hereafter set forth:

A. Either party may terminate the Agreement and withdraw from the Program, with or without cause, at the end of any fiscal year of the Program, which for the purpose

of this Article shall be considered the City's fiscal year of December 31<sup>st</sup>. Notice of termination shall be given sixty (60) days prior to the end of the fiscal year.

B. If either party fails to approve the Program budget or its funding portion of the Program; or if either party fails to budget and/or appropriate its funding responsibilities; or if either party fails to fund its agreed and approved funding obligation, then the other party may withdraw from the Program with sixty (60) days Notice to the other party.

C. This Agreement will be mutually terminated if the parties fail to agree on a Program and budget for the following fiscal year by the time the City's Appropriation Ordinance is adopted.

2. In the event of termination of this Agreement, the fiscal obligations of the parties shall not be abrogated or terminated if contractual obligations remain and extend beyond the termination date, that were approved by both parties as part of the Program. The parties agree to use good faith and best efforts to mitigate any expenses and damages.

#### **ARTICLE V - MISCELLANEOUS PROVISIONS**

1. All Notices hereunder shall be served in writing to the Mayor or Health District President at their corporate offices. Notice shall be deemed served and received if transmitted via facsimile or email before 5:00 pm on the day of service, with another copy placed in regular US mail by the next business day.

2. The agreements, covenants, terms and conditions of this Agreement may only be modified through the written mutual consent of the parties.

3. Nothing within this agreement in any way modifies or abridges any rights, powers or authority granted to the parties, either jointly or severally, by any law or ordinance. Nothing in this Agreement precludes a party from unilaterally utilizing its powers or authority to enforce any law or ordinance with respect to any matter covered within this Agreement or the Comprehensive Rodent Program

4. The parties acknowledge and agree that each has sufficient liability insurance coverage that insures the agency for any and all acts and/or omissions envisioned or reasonably contemplated within this Program. Neither party will seek reimbursement from the other for any loss or claim occasioned by any act or omission by its own staff, agents or officers. Each party will indemnify and hold the other party harmless for any



and all loss, costs, expenses, claims and/or damages, including reasonable attorney's fees, occasioned by any act or omission by its own employees, staff, officers or agents with respect to this Program.

5. This Agreement shall become effective upon its approval in accordance with the law by the respective corporate authorities of the City and the Health District

A. The City Council of The City Of Berwyn approved this Agreement on \_\_\_\_\_, 2016.

B. The Board of The Berwyn Public Health District approved this Agreement on APRIL 11<sup>TH</sup>, 2016.

Dated: \_\_\_\_\_

**CITY OF BERWYN, ILLINOIS**

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

ATTEST: \_\_\_\_\_

Dated: \_\_\_\_\_

**BERWYN PUBLIC HEALTH DISTRICT**

By: *Janet A. Pacheco*



ATTEST: *[Signature]*

E-4



**ELIZABETH A. PECHOUS**  
*Supervisor*  
*President, Board of Health*

**TOWNSHIP OF BERWYN**  
**PUBLIC HEALTH DISTRICT**

"A TRADITION OF SERVICE"  
6600 W. 26th Street • Berwyn, IL 60402  
(708) 788-6600 • Fax (708) 788-0432



**THOMAS J. PAVLIK**  
*Town Clerk/Secretary*

**David J. Avila**  
*Assessor/Treasurer*

April 26, 2016

From: Tom Pavlik, Secretary Berwyn Public Health District

To: Mayor and Berwyn City Council

Re: Renewal of the 2011 Intergovernmental Cooperation Agreement (IGA) for Food Service Establishment Inspections for 2016

Ladies and Gentlemen,

Attached you will find a renewal of the 2011 Intergovernmental Agreement between the City of Berwyn and the Berwyn Public Health District for Food Service Establishment Inspections for 2016. The Board of Health has approved the agreement and signed at the last meeting held April 11, 2016. I respectfully ask for your approval and to authorize the corporate authorities to enter into agreement and affix their signature thereto.

Sincerely,

Thomas J. Pavlik, MMC  
Berwyn Public Health  
District Secretary

2016  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR FOOD SERVICE ESTABLISHMENT INSPECTIONS

BETWEEN  
THE CITY OF BERWYN, ILLINOIS  
AND  
THE BERWYN PUBLIC HEALTH DISTRICT

This Intergovernmental Cooperation Agreement (hereafter referred to as the "Agreement") is entered into on the dates set forth below, by and between the City of Berwyn, Illinois (hereafter referred to as the "City"), and the Berwyn public Health District, hereafter referred to as the "Health District.")

WHEREAS, each of the parties is a political subdivision of the State Of Illinois, and is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, Section Ten (10) of Article VII of the Illinois Constitution and Section 5 ILCS 220/1 et seq. of the Illinois Compiled Statutes authorizes units of local government to jointly exercise any powers, privileges and/or authorities which may be exercised by any public agency; and

WHEREAS, that the Berwyn Public Health District was created in 1921 by referendum, and Berwyn was the first City in the State to create a separate Public Health Authority. Under the Illinois Public Health District Act. (70 ILCS 905/1 et seq.) the Health District is charged with the responsibility to enforce all health and sanitation statutes and ordinances within the City; and

WHEREAS, since its inception, the Health District had an informal intergovernmental cooperation agreement with the City, that the Health District would provide all inspectional services concerning health, sanitation, food service and other business license inspections for the City. Further, since the ordinances of the City have been codified, the City has designated the Health District as the enforcement agency for all City Ordinances related to health and sanitation and all businesses related thereto; a role that the Health District has freely accepted.

WHEREAS; within the last decade, developments in statutory mandates now require that all food sanitation inspections must be supervised by a Licensed Environmental Health Practitioner (LEHP) (225 ILCS 37/23). Further, the Illinois



Municipal Code now mandates that the City is responsible to insure the proper inspection and regulation of retail food establishments; and

WHEREAS, since the Health District retained the services of a LEHP in compliance with state statute; and the Health District's and City's long-standing informal cooperation agreement regarding food service inspections was compliant with state mandates; the parties ratified these arrangements through a formal Intergovernmental Cooperation Agreement in 2011; and

WHEREAS, each of the parties hereto strives to continue efforts in the provision of quality public services and the maintenance of an orderly health and food sanitation inspection program for a safe and healthy community.

NOW HEREOF. IT IS AGREED THAT the parties hereto do further reestablish the formalization of their existing association, partnership and agreement (through a new Intergovernmental Cooperation Agreement) for the implementation of a comprehensive health and food sanitation inspection program, on the terms and conditions as set forth herein:

#### **ARTICLE I - PURPOSE**

The City and the Health District acknowledge and agree that there is a continuing need for a comprehensive plan for health and sanitation inspections, and specifically for business licenses and food service establishments within the City Of Berwyn. They further understand that each party, under current law, has certain obligations and authority concerning the issue; and the parties have been cooperating since 1921 to implement consistent protocols and procedures for these inspection programs; both informally, as well as formally through an Intergovernmental Cooperation Agreement entered into in 2011. The purpose of this Intergovernmental Cooperation Agreement is to continue to develop, establish and implement such inspection programs.

#### **ARTICLE II - AUTHORITY AND DUTIES**

1. The parties acknowledge and agree that the City has business licensing authority and therefore must insure initial and ongoing code compliance for all business entities within the City.

2. The Health District is enabled and authorized by State Statute and local ordinance to enforce all laws relating to public health and sanitation. Further, the Health District has certain expertise and resources invaluable for the implementation of any health, sanitation and food service inspection program related to licensed business entities within the City.

3. Nothing in this agreement is intended to alter, modify or shift any current mandates or responsibilities between the parties. Nor does either party waive, relinquish or transfer any jurisdictional authority that it currently possesses, whether exercised or not.

4. The parties will adopt such additional Resolutions and Ordinances required to properly implement the food service establishment inspection program.

5. The Health District shall provide to the City, its LEHP, who shall provide inspectional and/or supervisory services for the City, at the City's direction, for the regulation and inspection of all retail food establishments within the City of Berwyn. The parties will cooperate to schedule the LEHP's time, so as to avoid conflicts and so that the needs of both parties are efficiently met.

6. For planning purposes both parties shall accurately track all resources dedicated to the food service inspection program, including, but not limited to, finances, supplies, printing, training and employee hours, and will share this data with the other party upon request.

7. The parties (through their appropriate representatives and designees) agree to meet periodically as required under the circumstances; but in no event less than once per year. Each party agrees that it will meaningfully participate in said meetings by sending knowledgeable representatives from all key departments. The purpose of the meeting will be to discuss all aspects of the business license inspection program.

### **ARTICLE III - FINANCES AND FUNDING**

1. The parties understand and agree that the cost of LEHP services that are currently being provided to the City by the Health District for regulation and inspection of food service establishments, are now funded fully by the Health District, and will continue to be funded by the Health District under this Agreement.

2. Notwithstanding the foregoing however; the parties understand and agree that should the City desire to retain the services of the Health District's LEHP, for services

outside of the scope of those set forth in this Agreement, nothing in this Agreement shall prevent the City from doing so, at its sole cost and expense.

#### **ARTICLE IV - WITHDRAWAL / TERMINATION**

1. The parties to this Agreement understand and agree that this Agreement shall extend in perpetuity until termination is effected by mutual agreement or by a party as hereafter set forth:

A. Either party may terminate the Agreement, with or without cause, at the end of any fiscal year, which for the purpose of this Article shall be considered the City's fiscal year of December 31<sup>st</sup>. Notice of termination shall be given sixty (60) days prior to the end of the fiscal year.

B. If either part fails to approve its funding portion (if any) of the food service establishment inspection program; or if either party fails to budget and/or appropriate its funding responsibilities; or if either party fails to fund its agreed and approved funding obligation, then the other party may withdraw from the Program with sixty (60) days Notice to the other party.

2. In the event of termination of this Agreement, the fiscal obligations of the parties shall not be abrogated or terminated if contractual obligations remain and extend beyond the termination date. The parties agree to use good faith and best efforts to mitigate any expenses and damages.

#### **ARTICLE V - MISCELLANEOUS PROVISIONS**

1. All Notices hereunder shall be served in writing to the Mayor or Health District President at their corporate offices. Notice shall be deemed served and received if transmitted via facsimile or email before 5:00 pm on the day of service, with another copy placed in regular US mail by the next business day.

2. The agreements, covenants, terms and conditions of this Agreement may only be modified through the written mutual consent of the parties.

3. Nothing within this agreement in any way modifies or abridges any rights, powers or authority granted to the parties, either jointly or severally, by any law or ordinance. Nothing in this Agreement precludes a party from unilaterally utilizing its

powers or jurisdictional authority to enforce any law or ordinance with respect to any matter covered within this Agreement.

4. The parties acknowledge and agree that each has sufficient liability insurance coverage that insures the agency for any and all acts and/or omissions envisioned or reasonably contemplated within this food service establishment inspectional program. Neither party will seek reimbursement from the other for any loss or claim occasioned by any act or omission by its own staff, agents or officers. Each party will indemnify and hold the other party harmless for any and all loss, costs, expenses, claims and/or damages, including reasonable attorney's fees, occasioned by any act or omission by its own employees, staff, officers or agents with respect to this program.

5. This Agreement shall become effective upon its approval in accordance with the law by the respective corporate authorities of the City and the Health District

A. The City Council of The City Of Berwyn approved this Agreement on \_\_\_\_\_, 2016.

B. The Board of The Berwyn Public Health District approved this Agreement on APRIL 11<sup>TH</sup> \_\_\_\_\_, 2016.



Dated: \_\_\_\_\_

**CITY OF BERWYN, ILLINOIS**

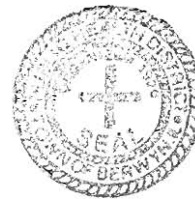
By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

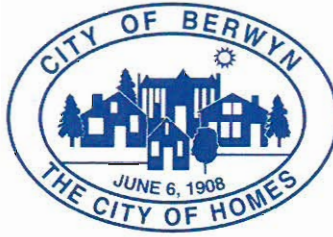
Dated: \_\_\_\_\_

**BERWYN PUBLIC HEALTH DISTRICT**

By: *Annette A. Robinson*



ATTEST: *[Signature]*



A Century of Progress with Pride

Date: April 26, 2016

To: Members of City Council

**Re: Acting Chief of Police Appointment**

I concur with Chief of Police Ritz' recommendation that during his Emergency Medical Leave, that Division Commander Michael D. Cimaglia be appointed as acting Chief of Police.

Please consider this communication informational.

Respectfully,

Robert J. Lovero  
Mayor



Mayor  
Robert J. Lovero

**BERWYN POLICE DEPARTMENT**  
"Serving with Pride"



Chief of Police  
James D. Ritz

**April 18, 2016**

TO: Police Administration  
Police Supervisors

FROM: Jim Ritz

RE: **MEDICAL LEAVE**

Police Supervisors:

On Thursday, April 21<sup>st</sup>, I will be going in for a medical procedure, and will be off on Emergency Medical Leave (EML) for a period of time. During this time, Division Commander Michael Cimaglia will be appointed as acting Chief.

Please contact me if you have any questions before Thursday, April 21<sup>st</sup>. Stay safe and keep up the excellent work.

Respectfully,

James D. Ritz  
Chief of Police

6401 West 31<sup>st</sup> St Berwyn, IL 60402 - Emergency 9-1-1 -708-795-5600 – Fax 708-795-5627

[www.berwynpolicedepartment.com](http://www.berwynpolicedepartment.com)



**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

Date: April 26, 2016

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Approval of Closed COW Minutes of February 9 and February 23, 2016.

Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of, February 9 and February 23, 2016 as reviewed in Closed Session on April 12, 2016.

Sincerely,

Thomas J. Pavlik, MMC

**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

Convened: Wednesday, March 23, 2016 5:30 pm

Adjourned: Wednesday, March 23, 2016 6:30 pm

On March 23<sup>rd</sup> the Zoning Ad Hoc Committee met at 5:30 pm with the following members present:

- Cesar A. Santoy, Chair
- Nasri Mansour, Member
- Alicia Ruiz, Member
- Emilio Padilla, Member

The following persons were present by invitation of the Committee:

- Kurtis Pozgay, Berwyn Development Corporation
- Kristin Ihnchak, Chicago Metropolitan Agency for Planning
- Jacob Seid, Chicago Metropolitan Agency for Planning

Topics discussed at the meeting included:

- Presentation of methodology and approach used by CMAP in the development of the proposed Zoning Ordinance update. Per CMAP, this included community outreach and use of modern city planning techniques
- Questions from committee members were addressed to CMAP regarding various topics including:
  - o Setback requirements for single family homes
  - o Lack of material use criteria for residential properties
  - o Clarification of definition of terms used in the draft ordinance

These committee meeting minutes have been submitted as informational.





**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

**Ad Hoc Zoning Committee Meeting Minutes**

Convened: Wednesday, April 20, 2016 5:30 pm  
Adjourned: Wednesday, April 20, 2016 5:50 pm

**Present**

Chariman - Cesar Santoy, 5th Ward Alderman  
Alicia Ruiz, Local Realtor  
Nasri Mansour, City of Homes Organization  
Charles Lazzara, Building Department Director  
Kurtis Pozgay, Berwyn Development Corporation

The purpose of this meeting of the AdHoc Committee meeting was to finalize its review of the proposed Berwyn Zoning Ordinance re-write and to make its recommendations to the Berwyn City Council, The Berwyn Development Corporation and the Chicago Metropolitan Agency for Planning. The recommendations are as follows:

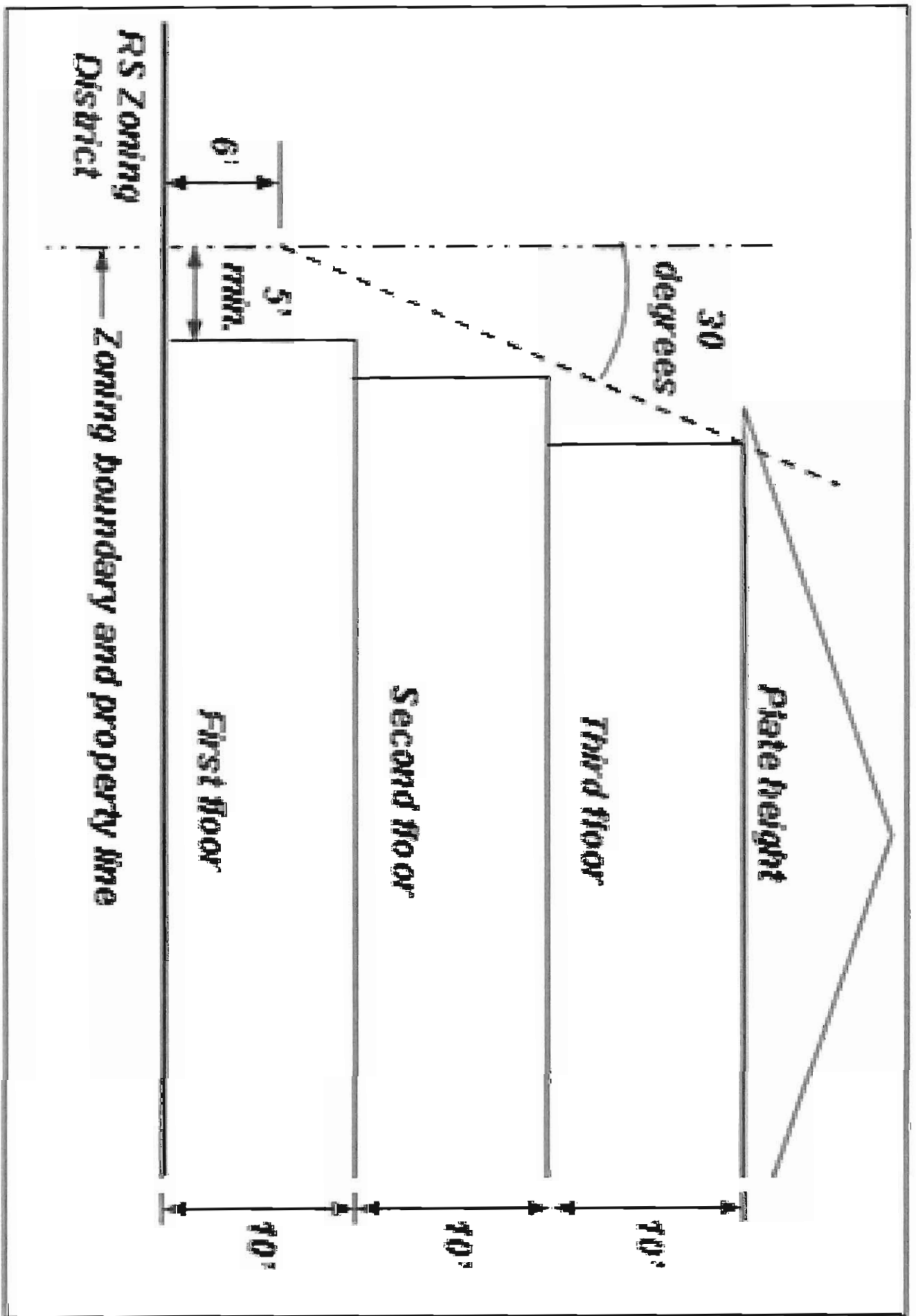
- Creation of an additional residential district based on the attached map. This map was created by the City of Homes Organization, CoHo as an exercise to document the location and concentration of Bungalow-type homes in the City of Berwyn.
- The Additional residential district is established to accommodate residential development in a manner consistent with the existing single family neighborhoods where the dominant housing type is a bungalow. The intent of this designation is to limit the bulk and density of future development in order to maintain the existing character of these areas.
- All other residential zoning requirements would apply with the exception of a front yard setback which is recommended as 12' to 15' from the main facade of the building or 20' from the property line whichever is greater. The intent of this recommendation is to preserve the existing streetscape to the greatest extent possible. A setback diagram is included as reference only with deference to CMAP on how to implement the final recommendation.
- Additional changes to the Zoning Ordinance which the BDC and CMAP consider ancillary or related to the recommendations above are encouraged and welcome including but not limited to height restrictions and additional diagrams in the zoning ordinance.

Motion was made by Ruiz to adopt the recommendations, motion was seconded by Mansour, (5) voted in favor, (0) voted against

Motion to adjourn was made by Mansour, motion was seconded by Ruiz, (5) voted in favor, (0) voted against

Submitted as informational







The City of Berwyn

I-3 CITY OF BERWYN  
CLERK'S OFFICE

2016 APR 22 A 9:03



Theodore J. Polashek  
6<sup>th</sup> Ward Alderman

A Century of Progress with Pride

April 22, 2016

Dear Mayor and City Council,

I am calling a Recreation Committee meeting on May 3, 2016 at 4 pm to discuss the policies and procedures reference time keeping practices of all employees of the Recreation Department for the City of Berwyn . I am also requesting City Administrator and the Recreation Director to attend this meeting. Thank you.

This communication is informational only.

Respectfully Yours,

Theodore J. "Teddy" Polashek  
Sixth Ward Alderman



**A Century of Progress with Pride**

April 22, 2016

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

RE: Robert J. (Bob) Rolder Way

Dear Mayor and Members of the City Council:

Attached is a copy of an e-mail and article from the Chicago Tribune regarding Mr. Robert Rolder. Mr. Rolder ran the Friendly Tap on Roosevelt Road for more than three decades. The family is requesting that the block be named in honor of their father who passed away at 90 years of age on April 26, 2015. I am requesting that the block of 6733 W. Roosevelt Road be named Robert J. "Bob" Rolder Way in honor of Mr. Rolder.

Mr. Rolder's nature forged lasting friendship and had a loyal following at his business. He often worked 16 hours at the bar and never drank at the bar. His tavern was also a place for coffee and conversations for many. Therefore, I am asking that this communication be forwarded to Ms. Nicole Campbell, city traffic engineer, to have a sign fabricated to name this block on Roosevelt Road as indicated above and have Public Works install the sign. I would also ask that I be notified when the sign will be installed so that I may notify the family. Thank you for your consideration of this request.

Sincerely,



Nora Laureto  
Alderman, City of Berwyn  
8<sup>th</sup> Ward

CC: Ms. Nicole Campbell, Traffic Engineer  
Mr. Robert Schiller, Director, Public Works



Nora

Error checking mail for: [Details](#) [Dismiss](#)

Gmail 7 of 14,078

COMPOSE Street sign request Inbox x People (2)

Inbox Peter & Kelly - Apr 11 (1 day ago) Peter & Kel

Starred to Bthward Add to circles

Important

Sent Mail Sh

Drafts

Circles

8th Ward issues


DCOB


Junk

NBEF

Notes

Personal

 Nora

 Patty James

Sent from my iPhone

Sent from my iPhone

Sent from my iPhone

Nora Laureto <nora@laureto.com> Apr 11 (1 day ago)

to Peter

I know you had asked for a specific date to have this done. I see he passed on April 26th of last year. In order to do a sign it would need to be fabricated thru out city engineer. Last time I did this it took 4-6 weeks. ( Did one for Commodore Barry and also for the Ides of March at Morton West). Also, I would need to have a communication sent to City Council for approval, etc. I would be happy to do this but sorry to say I would not be able to have it done in time for the anniversary of his passing. I can have a communication ready for our next city council meeting on the 26th if okay with you. Unfortunately all communications for our meeting tomorrow had to be on the agenda by last Friday at 10:00 a.m.

Sincerely,

Nora

Peter & Kelly Apr 11 (1 day ago)

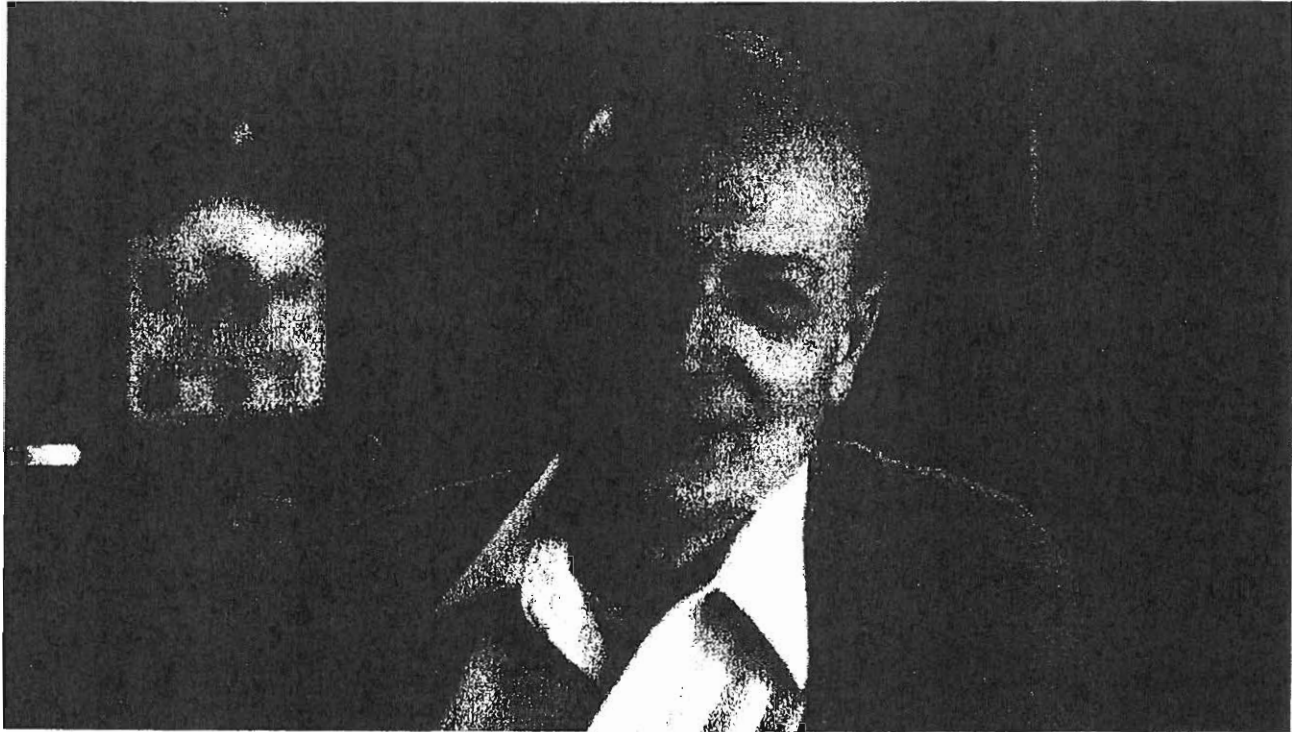
to Nora

Hi Alderman Laureto,

Thanks for the quick response. I understand about the time needed for approval on a problem about that

News / Obituaries

# Bob Rolder, Berwyn tavern owner, dies at 90



Bob Rolder ran the Friendly Tap, a neighborhood tavern in Berwyn, for more than 30 years. (Family photo)

By **Joan Giangrassse Kates**

Chicago Tribune

MAY 6, 2015, 4:44 PM

**B**ob Rolder ran a neighborhood tavern in Berwyn for more than three decades, greeting customers by name as they walked through the door of the Friendly Tap along a stretch of Roosevelt Road now known as "The Veltway."

He opened at 6 a.m. to accommodate his regulars, mostly tradesmen working the night shift — among them carpenters, plumbers, pipe fitters and ironworkers — who would drop by for a beer before heading home.

ADVERTISING



Over the years, Mr. Rolder's warmth and affable nature forged lasting friendships and created a loyal following, his family said.

"He was a wonderful listener, who loved a good story," said his daughter Robin Rolder, who began mopping floors at her father's bar around the age of 8. "He had a great sense of humor and laughed easily. He was a real people person."

Mr. Rolder, 90, who after suffering a mild stroke in 1997 continued operating his tavern with the help of family, died of lung cancer Sunday, April 26, at the Illinois Veterans Home in Manteno, his family said. He formerly lived in Oak Park.

"I first met Bob at the (real estate) closing," said Rob Pierce, a Chicago-area musician who bought Friendly Tap from Mr. Rolder in 2007 and has kept the name. "I remember asking him to share a few pearls of wisdom from all those years owning a bar, and without hesitation he said, 'Be nice to everyone.'

"That's all he said, that was it," Pierce recounted with a laugh. "But it turned out to be the best advice he could have given me."

According to family members, Mr. Rolder often worked 16-hour days. He never drank at the bar.

"He used to say, 'Drink and you drink your profits away,'" daughter Kelly Hohman said.

Mr. Rolder's tavern was also a place for coffee and long conversations, as well as an intimate setting for generations of families that gathered to celebrate special occasions, such as birthdays and anniversaries.

"Bob made it a fun place to work and hang out," said Marion Boley, who for years helped out at the tavern. "He had a great memory and knew everybody's name, or at least their nickname."

Born in Chicago, Mr. Rolder grew up in Oak Park and attended Oak Park and River Forest High School. He worked for two years on the receiving dock for Sears, Roebuck and Co., before joining the Navy and serving at a naval base in San Diego during World War II.

After the war, he returned home and to his job at Sears, working his way up to dock foreman. During that time, he also worked part time making deliveries for the Friendly Tap, which at that time had a takeout liquor store. He worked there for 20 years, before leaving his job at Sears and buying the tavern in 1968.

"He cashed out all his Sears stock and bought the bar, something he had wanted to do for a long time," Hohman said.

For years, Mr. Rolder kept hidden behind his bar a cigar box filled with IOUs from people he had lent money to, some small, others totaling in the thousands of dollars. According to family members, he once lent nearly two thousand dollars to a customer he had known for just a short time but who needed the money to buy a car for a new job.

"I doubt he collected on half those loans, but he sure helped out a lot of people that had nowhere else to turn," Boley said.

Mr. Rolder moved to Oak Park in 1959, a year after he was married. His wife, Bonnie, died in 2009. About two years ago, he moved into the Illinois Veterans Home in Manteno.

He is also survived by another daughter, Kerri Williams; two sisters, Jeanne Sikora and Marilyn Noga; and three grandchildren.

Services were held.

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**This article is related to:** Obituaries, Sears Holdings Corp., Lung Cancer

5-1



**DEL GALDO LAW GROUP, LLC**  
*Attorneys & Counselors*

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1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Telephone (708) 222-7000 – Facsimile (708) 222-7001  
www.dlglawgroup.com

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**• MEMORANDUM •**

**TO: THE HONORABLE CITY MAYOR AND CITY COUNCIL**  
**CC: THE HONORABLE CITY CLERK**  
**FROM: JAMES M. VASSELLI, ESQ., DEL GALDO LAW GROUP, LLC**  
**ANTHONY T. BERTUCA, ESQ. CITY ATTORNEY**  
**DATE: APRIL 22, 2016**  
**SUBJECT: PROPOSED VIDEO GAMING ORDINANCE**

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This jointly submitted memorandum briefly explains and highlights the provisions in the attached proposed ordinance (the “Ordinance”) to regulate video gaming in the City of Berwyn, Illinois (the “City”). The Ordinance creates a comprehensive regulatory scheme based on the City's Home Rule Powers. We are confident that Illinois Courts would uphold these regulations. Some of the highlights are set forth below.

First, the Ordinance creates a regulatory scheme and strengthens the City’s local control over the conduct of video gaming.

Second, the Ordinance caps the number of video gaming licenses that may be issued to video gaming cafes in the City at fifteen (15).

Third, the Ordinance requires all new non-cafe video gaming establishments to be in operation for at least twelve (12) months before being eligible for a video gaming license with certain exceptions.

Thank you for your time with this matter. Please call with any questions.

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

**ORDINANCE**  
NUMBER \_\_\_\_\_

**AN ORDINANCE ADOPTING CHAPTER 879B TO THE CODIFIED  
ORDINANCES OF BERWYN REGARDING VIDEO GAMING LICENSES  
FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

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

**Nona Chapman**  
**Jeffrey Boyajian**  
**Margaret Paul**  
**Robert Fejt**  
**Cesar Santoy**  
**Theodore Polashek**  
**Rafael Avila**  
**Nora Laureto**  
**Aldermen**

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this \_\_\_\_  
day of \_\_\_\_\_ 2016.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ADOPTING CHAPTER 879B TO THE CODIFIED ORDINANCES OF BERWYN REGARDING VIDEO GAMING LICENSES FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

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

**WHEREAS**, the Mayor of the City (the “Mayor”) and the City Council (the “City Council” and with the Mayor, the “Corporate Authorities”) are committed to ensuring the orderly development and operation of businesses within the City; and

**WHEREAS**, the City has received an influx of applications for business licenses and development approvals including, without limitation, building permits and zoning relief (collectively, the “Applications”), for businesses desiring to provide video gaming (collectively, the “Businesses”) within the City; and

**WHEREAS**, the Code of Ordinances of Berwyn (the “City Code”) does not currently provide for a comprehensive procedure for the regulation of licenses that the City may issue for the Businesses; and

**WHEREAS**, in order to, among other things, ensure that businesses located within the City are developed and operated in accordance with the best possible use and to ensure uniformity in the application and enforcement of its licensing and permitting, the policies governing the Businesses must be revised; and

**WHEREAS**, the Corporate Authorities have determined that limiting the number of business licenses that may be issued by the City for certain Businesses at any one time will create a more stable and prosperous economic environment within the City; and

**WHEREAS**, the Corporate Authorities desire to exercise their Home Rule authority in implementing the regulations contemplated herein (the “Regulations”); and

**WHEREAS**, based on the foregoing, the Corporate Authorities have determined that it is necessary for the public health, safety and welfare of the City and its residents to implement the Regulations by adopting Chapter 879B of the City Code, as set forth herein;

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

**Section 1.00** The statements set forth in the preambles to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

**Section 2.00** The amendments and additions to the City Code as set forth herein are hereby adopted. The Corporate Authorities hereby approve the amendments and the additions to the City Code, as described below.

**Section 3.00 Chapter 879B is hereby adopted as follows:**

**CHAPTER 879B: VIDEO GAMING LICENSES**

**Section 3.01 Section 879B.01 is hereby adopted as follows:**

**§ 879B.01 DEFINITIONS**

For the purposes of this chapter, the following terms shall have the following meaning:

*Affiliate:* An affiliate of, or person affiliated with, a specified person means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person.

Affiliated Entity: Any business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the person.

Applicant: A person applying for any license under this chapter.

Application: All material submitted, including the instructions, definitions, forms and other documents issued by the City, comprising the video gaming license application.

Associated Video Gaming Equipment: Ticket payout systems and validation procedures; wireless, promotional and bonusing systems; kiosks; gaming related peripherals; hardware, software and systems; and other gaming devices and equipment for compliance with:

- (a) Illinois laws, regulations and requirements as codified or otherwise set forth; and
- (b) Illinois Gaming Board approved video gaming industry standards.

Attributed Interest: A direct or indirect interest in an enterprise deemed to be held by an individual not through the individual's actual holdings but either through the holdings of the individual's relatives or through a third party or parties on behalf of the individual pursuant to a plan, arrangement, agreement or contract.

Business Entity or Business: A partnership, incorporated or unincorporated association or group, firm, corporation, limited liability company, partnership for shares, trust, sole proprietorship or other business enterprise.

Chi-Square Test: A statistical test used to determine if a relationship between variables exists by comparing expected and observed cell frequencies. Specifically, a Chi-Square Test examines the observed frequencies in a category and compares them to what would be expected by chance or would be expected if there was no relationship between variables.

City: The City of Berwyn, Illinois.

Code: The Codified Ordinances of Berwyn.

Control: The possession, direct or indirect, of power to direct or cause the direction of the management and policies of an Applicant or licensee through the ownership of voting securities, by contract or otherwise.

Credit: One (\$0.01), five (\$0.05), ten (\$0.10) or twenty five cents (\$0.25).

Distributor: An individual, partnership, corporation or limited liability company licensed under the Video Gaming Act to buy, sell, lease, or distribute video gaming terminals or major components or parts of video gaming terminals to or from terminal operators.

Fraternal Organization: An organization or institution organized and conducted on a not for profit basis with no personal profit inuring to anyone as a result of the operation and that is

exempt from federal income taxation under section 501(c)(8) or (c)(10) of the Internal Revenue Code (26 USC 501(c)(8) or (c)(10)).

Game: A gambling activity that is played for money, property or anything of value, including, without limitation, those played with cards, chips, tokens, vouchers, dice, implements or electronic, electrical or mechanical devices or machines.

Gaming: The dealing, operating, carrying on, conducting, maintaining or exposing for play of any game.

Gaming Operation: The conducting of gaming or the providing or servicing of gaming equipment.

Horse Racing Act: The Illinois Horse Racing Act of 1975 (230 ILCS 5/1 et seq.).

Illinois Gaming Board: The board created by the Illinois legislature to regulate, among other things, video gaming in the state of Illinois.

Illinois Resident:

- (a) With respect to an individual, an individual who is either:
  - (1) Domiciled in Illinois or maintains a bona fide place of abode in Illinois; or
  - (2) Is required to file an Illinois tax return during the taxable year.
- (b) With respect to a corporation, any corporation organized under the laws of Illinois and any foreign corporation with a certificate of authority to transact business in Illinois. A foreign corporation not authorized to transact business in Illinois is a nonresident of Illinois.
- (c) With respect to a partnership, a partnership in which any partner is an Illinois resident, or where the partnership has an office and is doing business in Illinois.
- (d) With respect to an irrevocable trust, a trust where the grantor was an Illinois resident at the time the trust became irrevocable.

Institutional Investor:

- (a) A retirement fund administered by a public agency for the exclusive benefit of federal, state or local public employees;
- (b) An investment company registered under section 8 of the Investment Company Act of 1940 (15 USC 80a-8);



- (c) A collective investment trust organized by a bank under part 9 of the rules of the comptroller of the currency (12 CFR 9.18);
- (d) A closed-end investment trust registered with the United States Securities and Exchange Commission;
- (e) A chartered or licensed life insurance company or property and casualty insurance company;
- (f) A federal or state bank;
- (g) An investment advisor registered under the Investment Advisors Act of 1940 (15 USC 80b-1 through 80b-21); or
- (h) Such other person as the Illinois Gaming Board may determine for reasons consistent with the Video Gaming Act and this chapter.

*Licensed Establishment:* Any licensed retail establishment where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises, whether the establishment operates on a nonprofit or for-profit basis, and includes any such establishment that has a contractual relationship with an inter-track wagering location licensee licensed under the Horse Racing Act, provided any contractual relationship shall not include any transfer or offer of revenue from the operation of video gaming under the Video Gaming Act to any licensee licensed under the Horse Racing Act. Provided, however, that the licensed establishment that has such a contractual relationship with an inter-track wagering location licensee may not, itself, be: (a) an inter-track wagering location licensee, (b) the corporate parent or subsidiary of any licensee licensed under the Horse Racing Act, or (c) the corporate subsidiary of a corporation that is also the corporate parent or subsidiary of any licensee licensed under the Horse Racing Act. "Licensed establishment" does not include a facility operated by an organization licensee, an inter-track wagering licensee or an inter-track wagering location licensee licensed under the Horse Racing Act or a riverboat licensed under the Riverboat Gambling Act, except as provided in this definition.

*Licensed Fraternal Establishment:* The location where a qualified fraternal organization that derives its charter from a national fraternal organization regularly meets.

*Licensed Technician:* An individual who is licensed under the Video Gaming Act to repair, service and maintain video gaming terminals.

*Licensed Terminal Handler:* A person, including, but not limited to, an employee or independent contractor working for a manufacturer, distributor, supplier, technician or terminal operator, who is licensed under the Video Gaming Act to possess or control a video gaming terminal or to have access to the inner workings of a video gaming terminal. A licensed terminal handler does not include an individual, partnership, corporation or limited liability company defined as a manufacturer, distributor, supplier, technician or terminal operator under section 5 of the Video Gaming Act.

Licensed Veterans Establishment: The location where a qualified veterans organization that derives its charter from a national veterans organization regularly meets.

Licensed Video Gaming Location: A "licensed establishment", "licensed fraternal establishment" or "licensed veterans' establishment", all as defined in section 5 of the Video Gaming Act and this chapter, that holds a valid authorization granted by the City permitting the licensee to operate one or more, but not more than five (5) video gaming terminals at the establishment.

Licensee: The person, firm or entity to whom an authorization is granted by the City permitting it to engage in the defined activities of video gaming.

Liquor Commissioner: The liquor commissioner of the City.

Liquor License: A license issued by a governmental body authorizing the holder to sell and offer for sale at retail alcoholic liquor for use or consumption.

Location License: Authorization granted by the City permitting a licensee to locate a video gaming terminal in the City.

Major Components or Parts: Components or parts that comprise the inner workings and peripherals of a video gaming terminal, including, but not limited to, the device's hardware, software, human interface devices, interface ports, power supply, ticket payout system, bill validator, printer and any component that affects or could affect the result of a game played on the device.

Manufacturer: An individual, partnership, corporation or limited liability company that is licensed under the Video Gaming Act and that manufactures or assembles video gaming terminals.

Ownership Interest: Includes, but is not limited to, direct, indirect, beneficial or attributed interest, or holder of stock options, convertible debt, warrants or stock appreciation rights, or holder of any beneficial ownership or leasehold interest in a business entity.

Person: Both individuals and business entities.

Person With Significant Interest or Control: Any of the following:

- (a) Each person in whose name the Liquor License is maintained for each licensed video gaming location;
- (b) Each person who, in the opinion of the liquor commissioner, has the ability to influence or control the activities of the Applicant or licensee, or elect a majority of its board of directors, other than a bank or licensed lending institution that holds a mortgage or other lien, or any other source of funds, acquired in the ordinary course of business; or

- (c) Persons having the power to exercise significant influence or control over decisions concerning any part of the Applicant's or licensee's video gaming operation.

Riverboat Gambling Act: The Riverboat Gambling Act (230 ILCS 10/1 et seq.).

Security: An ownership right or creditor relationship.

Security Interest: An interest in property that secures the payment or performance of an obligation or judgment.

Sole Proprietor: An individual who in his or her own name owns one hundred percent (100%) of the assets and who is solely liable for the debts of a business.

State: The state of Illinois.

State License: Authorization granted by the Illinois Gaming Board permitting a licensee to engage in the defined activities of video gaming.

Substantial Interest (With Respect To A Partnership, A Corporation, An Organization, An Association, A Business Or A Limited Liability Company):

- (a) When, with respect to a sole proprietorship, an individual or his or her spouse owns, operates, manages, or conducts, directly or indirectly, the organization, association or business, or any part thereof;
- (b) When, with respect to a partnership, the individual or his or her spouse shares in any of the profits, or potential profits, of the partnership activities;
- (c) When, with respect to a corporation, an individual or his or her spouse is an officer or director or the individual or his or her spouse is a holder, directly or beneficially, of five percent (5%) or more of any class of stock of the corporation;
- (d) When, with respect to a limited liability company, an individual or his or her spouse is a member, or the individual or his or her spouse is a holder, directly or beneficially, of five percent (5%) or more of the membership interest of the limited liability company;
- (e) When, with respect to any other organization not covered in subsection (a), (b), (c) or (d) of this definition, an individual or his or her spouse is an officer or manages the business affairs, or the individual or his or her spouse is the owner of, or otherwise controls, ten percent (10%) or more of the assets of the organization; or



(f) When an individual or his or her spouse furnishes five percent (5%) or more of the capital, whether in cash, goods or services, for the operation of any business, association or organization during any calendar year.

For purposes of this definition, "individual" means all individuals or their spouses whose combined interest would qualify as a substantial interest under this definition and whose activities with respect to an organization, association, or business are so closely aligned or coordinated as to constitute the activities of a single entity.

Supplier: An individual, partnership, corporation or limited liability company that is licensed under the Video Gaming Act to supply major components or parts of video gaming terminals to licensed terminal operators.

Terminal Operator: An individual, partnership, corporation or limited liability company that is licensed under the Video Gaming Act that owns, services and maintains video gaming terminals for placement in licensed video gaming locations in the City.

Use Agreement: A contractual agreement between a licensed terminal operator and a licensed video gaming location establishing terms and conditions for placement and operation of video gaming terminals by the licensed terminal operator within the premises of the licensed video gaming location, and complying with all of the minimum standards for use agreements contained in section 1800.320 of the Illinois Administrative Code (11 Ill. Admin. 1800.320).

Veterans' Organization: An organization or institution organized and conducted on a not for profit basis with no personal profit inuring to anyone as a result of the operation and that is exempt from federal income taxation under section 501(c)(19) of the Internal Revenue Code (26 USC 501(c)(19)).

Video Gaming Act: The Video Gaming Act (230 ILCS 40/1 et seq.).

Video Gaming Cafe: A licensed establishment whose primary source of revenue is the conduct of video gaming and which offers alcohol and food only as a secondary amenity.

Video Gaming Equipment: Video gaming terminals, associated video gaming equipment and major components or parts.

Video Gaming Operation: As the context requires, the conducting of video gaming and all related activities.

Video Gaming Terminal: Any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including, but not limited to, video poker, line up and blackjack, as authorized by the Illinois Gaming Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash or tokens or is for amusement purposes only.

**Section 3.02 Section 879B.02 is hereby adopted as follows:**

**§ 879B.02 AUTHORITY OF THE LIQUOR COMMISSIONER**

The liquor commissioner shall have jurisdiction, subject to and concurrent with the jurisdiction of the Illinois Gaming Board, over and shall supervise all video gaming operations in the City governed by the Video Gaming Act, the regulations promulgated pursuant to the Video Gaming Act and this chapter. The liquor commissioner shall have all powers necessary to fully and effectively execute the provisions of this chapter, including, but not limited to, the following:

- (a) To (i) investigate Applicants and determine the eligibility of Applicants for Location Licenses; (ii) select, from the universe of Applicants, the Applicants which best serve the interests of the City; and (iii) determine, on a case-by-case basis, whether to waive the provisions of Subsection (a) of Section 879B.20.
- (b) To have jurisdiction and supervision, subject to the jurisdiction and supervision of the Illinois Gaming Board, over all video gaming operations in the City and all persons in establishments where video gaming operations are conducted.
- (c) To adopt rules for the purpose of administering the provisions of this chapter and to prescribe rules, regulations and conditions under which all video gaming in the City shall be conducted. Such rules and regulations are to provide for the prevention of practices detrimental to the public interest and for the best interests of video gaming, including rules and regulations regarding: (1) the inspection of such establishments and the review of any permits or licenses necessary to operate an establishment under any laws or regulations applicable to establishments; and (2) to impose penalties for violations of this chapter.

**Section 3.03 Section 879B.03 is hereby adopted as follows:**

**§ 879B.03 INSPECTION**

The liquor commissioner and the City's officers, employees and agents shall have unrestricted access to enter the premises or motor vehicles of any licensee or Applicant where evidence of compliance or noncompliance with the provisions of the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter may be found.

**Section 3.04 Section 879B.04 is hereby adopted as follows:**

**§ 879B.04 GENERAL DUTIES OF ALL VIDEO GAMING LICENSEES**

In addition to all other duties and obligations required by the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter, each Licensee and Applicant for licensure under this chapter has an ongoing duty to comply with the following:



- (a) Comply with all federal, state and local laws and regulations, including but not limited to all signage regulations, permitting regulations, zoning codes and buildings codes of the City;
- (b) At all times, conduct himself or herself in a professional manner when communicating with the public, the Illinois Gaming Board, the liquor commissioner and the City;
- (c) Notify the Illinois Gaming Board and the City of any proposed change in ownership or any transaction that requires approval of qualifications in accordance with the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter on forms supplied or approved by the Illinois Gaming Board and the City and containing such information and documents as specified, and at such time as required, by the Illinois Gaming Board or the liquor commissioner.
- (d) Keep current in all payments and obligations owed to the State, the City and to other licensees with whom video gaming business is conducted;
- (e) Disclose all ownership interests to the Illinois Gaming Board in accordance with the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter;
- (f) Conduct the Licensee's video gaming operation in a manner that does not pose a threat to the public health, safety, morals, good order or general welfare of the public;
- (g) Conduct the Licensee's video gaming operation in a manner that does not discredit or tend to discredit the Illinois gaming industry, the state or the City;
- (h) Conduct the Licensee's video gaming operation in a manner that does not reflect adversely on the security or integrity of the Illinois video gaming industry; and
- (i) Identify to the Illinois Gaming Board and to the City any individual or entity acting on behalf of the licensee, for compensation, with regard to City action.

**Section 3.05 Section 879B.05 is hereby adopted as follows:**

#### **§ 879B.05 CONTINUING DUTY TO REPORT VIOLATIONS**

Licensees and Applicants for licensure under this chapter and persons with significant influence and control shall promptly report all of the following to the liquor commissioner or his or her designee:

- (a) A violation of the Video Gaming Act, the regulations promulgated under the Video Gaming Act, this chapter or any illegal conduct including, but not limited to, the possession, maintenance, facilitation or use of any illegal gaming device;

- (b) Any fact, event, occurrence, matter or action that may affect the conduct of video gaming or the business and financial arrangements incidental to the conduct of video gaming, or the ability to conduct the activities for which the licensee is licensed including, but not limited to, any change in persons identified as having significant influence or control;
- (c) Each arrest, summons, citation or charge for any criminal offense or violation, excluding minor traffic violations; and
- (d) Any adverse action taken or nonrenewal relative to a liquor license or state gaming license.

**Section 3.06 Section 879B.06 is hereby adopted as follows:**

**§ 879B.06 DUTIES OF LICENSED VIDEO GAMING LOCATIONS**

In addition to all other duties and obligations required by the Video Gaming Act, the regulations promulgated under the Video Gaming Act and this chapter, each Licensee has an ongoing duty to comply with the following:

- (a) Provide secure premises for the placement, operation and play of video gaming terminals;
- (b) Permit no one to tamper with or interfere with the approved operation of any video gaming terminal;
- (c) Ensure that all connections with the central communications system and associated video gaming equipment are at all times maintained and prevent any person from tampering or interfering with the approved, continuing operation of the central communications system;
- (d) Accept nothing of value from any video terminal operator or any agent or representative of any video terminal operator as an incentive or inducement to locate, keep or maintain video gaming terminals at the licensed video gaming location;
- (e) Conduct advertising and promotional activities in accordance with the Video Gaming Act, the regulations promulgated under the Video Gaming Act and this chapter and in a manner that does not reflect adversely on or that would discredit or tend to discredit the Illinois gaming industry, the state or the City;
- (f) Immediately remove all video gaming terminals from the restricted area of play:
  - (1) Upon order of the Illinois Gaming Board, the City, an agent of the Illinois Gaming Board or an agent of the City; or

- (2) That have been out of service or otherwise inoperable for more than seventy two (72) hours;
- (g) Enter into written use agreements with licensed video terminal operators that comply with the Video Gaming Act, the regulations promulgated under the Video Gaming Act and this chapter;
- (h) Ensure that video gaming terminals are placed and remain in a designated, approved location;
- (i) Prevent access to or play of video gaming terminals by persons who are under the age of twenty one (21) years or who are visibly intoxicated;
- (j) Commit no violations of the laws of this State or the ordinances of the City concerning the sale, dispensing or consumption on premises of alcoholic beverages that result in suspension or revocation of any liquor license held by or associated with a licensed video gaming location;
- (k) Maintain at all times an approved method of payout for valid receipt tickets and pay all valid receipt tickets;
- (l) Extend no form of deferred payment for video gaming terminal play in which an individual receives something of value now and agrees to repay the lender in the future for the purpose of wagering at a video gaming terminal;
- (m) Promptly report all malfunctions of video gaming terminals and all out of service terminals to the video terminal operator and promptly notify the Illinois Gaming Board of a terminal operator's failure to provide service and repair of video gaming terminals and associated equipment within twenty four (24) hours after notice to the terminal operator;
- (n) Install, post and display signs as required by the Illinois Gaming Board;
- (o) Promptly notify the Illinois Gaming Board and the liquor commissioner of any unauthorized or illegal video gaming terminals or any video gaming device that is in violation of Section 35 of the Video Gaming Act;
- (p) Exercise control over the licensed video gaming location;
- (q) Promptly notify the Illinois Gaming Board and the liquor commissioner of any action taken on or related to any State liquor license held by the Licensee;
- (r) Allow maintenance and/or service of video gaming terminals and associated video gaming equipment only by licensed technicians and licensed terminal handlers possessing valid identification issued by the Illinois Gaming Board; and

- (s) Redeem for cash a ticket, dispensed by a video gaming terminal, that is within its redemption period.

**Section 3.07 Section 879B.07 is hereby adopted as follows:**

**§ 879B.07 MINIMUM STANDARDS FOR USE AGREEMENTS**

In addition to the requirements set forth in the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter, a use agreement must satisfy the following:

- (a) Only be between a licensed terminal operator and a Licensee;
- (b) Contain an affirmative statement that no inducement was offered or accepted regarding the placement or operation of video gaming terminals in a licensed video gaming location;
- (c) Contain an indemnity and hold harmless provision on behalf of the State, the Illinois Gaming Board, the City and their officers, employees and agents relative to any cause of action arising from a use agreement;
- (d) Prohibit any assignment other than from a licensed terminal operator to another licensed terminal operator; and
- (e) Contain a provision that releases the Licensee from any continuing contractual obligation to the terminal operator in the event that the terminal operator has its license revoked or surrenders its license for any reason.

**Section 3.08 Section 879B.08 is hereby adopted as follows:**

**§ 879B.08 DIRECT DISPENSING OF RECEIPT TICKETS ONLY**

A video gaming terminal may not directly dispense coins, cash, tokens or any other article of exchange or value except for receipt tickets. Tickets shall be dispensed by pressing the ticket dispensing button on the video gaming terminal at the end of one's turn or play. The ticket shall indicate the total amount of credits and the cash award, the time of day in a twenty four (24) hour format showing hours and minutes, the date, the video gaming terminal serial number, the sequential number of the ticket and an encrypted validation number from which the validity of the prize may be determined. The player must turn in this ticket to the appropriate person at the licensed video gaming location to receive the cash award. The cost of the credit shall be one cent (\$0.01), five cents (\$0.05), ten cents (\$0.10) or twenty five cents (\$0.25), and the maximum wager played per hand shall not exceed two dollars (\$2.00). No cash award for the maximum wager on any individual hand shall exceed five hundred dollars (\$500.00).



Section 3.09 Section 879B.09 is hereby adopted as follows:

**§ 879B.09 RESTRICTION OF LICENSEES**

(a) Licensed Establishment: Subject to section 879B.20, no video gaming terminal may be placed in any licensed video gaming location in the City unless the owner or agent of the owner of the video gaming location has a valid state location license issued under the Video Gaming Act and a valid City location license and has entered into a written use agreement with the terminal operator for placement of the terminals. A copy of the use agreement shall be filed in the licensed video gaming location in the City and available for inspection by individuals authorized by the City. A licensed video gaming location located in the City may operate up to five (5) video gaming terminals on its premises at any time.

(b) Financial Interest Restrictions:

(1) As used in the Video Gaming Act and in this chapter, "substantial interest" in a partnership, a corporation, an organization, an association, a business, or a limited liability company means:

(A) When, with respect to a sole proprietorship, an individual or his or her spouse owns, operates, manages, or conducts, directly or indirectly, the organization, association or business, or any part thereof;

(B) When, with respect to a partnership, the individual or his or her spouse shares in any of the profits, or potential profits, of the partnership activities;

(C) When, with respect to a corporation, an individual or his or her spouse is an officer or director, or the individual or his or her spouse is a holder, directly or beneficially, of five percent (5%) or more of any class of stock of the corporation;

(D) When, with respect to an organization not covered in subsection (c)(1)(A), (c)(1)(B) or (c)(1)(C) of this section, an individual or his or her spouse is an officer or manages the business affairs, or the individual or his or her spouse is the owner of or otherwise controls ten percent (10%) or more of the assets of the organization;

(E) When an individual or his or her spouse furnishes five percent (5%) or more of the capital, whether in cash, goods, or services, for the operation of any business, association, or organization during any calendar year; or

(F) When, with respect to a limited liability company, an individual or his or her spouse is a member, or the individual or his or her spouse is a



holder, directly or beneficially, of five percent (5%) or more of the membership interest of the limited liability company.

- (2) For purposes of this subsection (c) individual includes all individuals or their spouses whose combined interest would qualify as a substantial interest under this subsection (c) and whose activities with respect to an organization, association, or business are so closely aligned or coordinated as to constitute the activities of a single entity.

(c) Location Restriction:

- (1) A licensed video gaming location that is: (a) located within one thousand feet (1,000') of a facility operated by an organization licensee or an inter-track wagering licensee licensed under the Horse Racing Act or the home dock of a riverboat licensed under the Riverboat Gambling Act; or (b) located within one hundred feet (100') of a school or a place of worship under the religious corporation act, is ineligible to operate a video gaming terminal. The location restrictions in this subsection (c) do not apply if a facility operated by an organization licensee, an inter-track wagering licensee, a school or a place of worship moves to or is established within the restricted area after a video gaming location becomes licensed under the Video Gaming Act. For the purposes of this subsection (c), "school" means an elementary or secondary public school, or an elementary or secondary private school registered with or recognized by the state board of education.
- (2) Notwithstanding the provisions of this subsection (c), the liquor commissioner may waive the requirement that a video gaming location not be located within one thousand feet (1,000') from a facility operated by an organization licensee or an inter-track wagering licensee licensed under the Horse Racing Act or the home dock of a riverboat licensed under the Riverboat Gambling Act. The liquor commissioner shall not grant such waiver if there is any common ownership or control, shared business activity or contractual arrangement of any type between the establishment and the organization licensee, inter-track wagering licensee or owners licensee of a riverboat. The liquor commissioner may adopt rules to implement the provisions of this subsection (c)(2) or in the absence of the liquor commissioner's adopting rules to implement the provisions of this subsection (c)(2), the rules of the Illinois Gaming Board shall apply to implement the provisions of this subsection (c)(2).

(d) Undue Economic Concentration:

- (1) In addition to considering all other requirements under the Video Gaming Act and this chapter, in deciding whether to approve a video gaming location, the liquor commissioner shall consider the impact of any economic concentration of such operation of video gaming. The liquor commissioner shall not approve a video gaming location if the liquor commissioner determines such location

will result in undue economic concentration. For purposes of this subsection (d), "undue economic concentration" means that a location would have such actual or potential influence over video gaming terminals in the City as to:

- (A) Substantially impede or suppress competition among locations;
- (B) Adversely impact the economic stability of the video gaming industry in the City; or
- (C) Negatively impact the purposes of the Video Gaming Act or this chapter.

(2) The liquor commissioner may adopt rules concerning undue economic concentration with respect to video gaming in the City or in the absence of the City's adopting rules concerning undue economic concentration with respect to the location of video gaming in the City, the rules of the Illinois Gaming Board shall apply to undue economic concentration with respect to video gaming locations in the City. The rules, if adopted by the liquor commissioner, shall include, but not be limited to guidelines on the discontinuation of operation of any such video gaming location the liquor commissioner determines will cause undue economic concentration.

(e) Provisions Of Illinois Antitrust Act: The provisions of the Illinois Antitrust Act (740 ILCS 10/1 et seq.) are fully and equally applicable to the activities of any licensee under this chapter.

**Section 3.10 Section 879B.10 is hereby adopted as follows:**

**§ 879B.10 MULTIPLE TYPES OF LICENSES PROHIBITED**

An owner or manager of a licensed video gaming location may not be licensed by the state or the City as a video gaming terminal manufacturer, distributor or operator, and shall only contract with a licensed operator to place and service this equipment.

**Section 3.11 Section 879B.11 is hereby adopted as follows:**

**§ 879B.11 DISPLAY OF LICENSES; HOURS OF OPERATION**

- (a) Each video gaming terminal shall be licensed by the Illinois Gaming Board and by the City before placement or operation on the premises of a licensed video gaming location in the City. The state license and the location license shall be maintained at the location where the video gaming is operated.
- (b) The odds of winning each video game shall be posted on or near each video gaming terminal. The manner in which the odds are calculated and how they are posted shall be determined by the Illinois Gaming Board by rule.

(c) No video gaming terminal may be played except during the legal hours of operation allowed for the consumption of alcoholic beverages at the licensed video gaming location. A video gaming location that violates this subsection is subject to termination of its license by the liquor commissioner.

**Section 3.12 Section 879B.12 is hereby adopted as follows:**

**§ 879B.12 VIDEO GAMING TERMINAL USE BY MINORS  
PROHIBITED**

No licensee shall cause or permit any person under the age of twenty one (21) years to use or play a video gaming terminal.

**Section 3.13 Section 879B.13 is hereby adopted as follows:**

**§ 879B.13 LICENSING QUALIFICATIONS**

The rules contained in this section and the subsections thereunder shall govern qualifications for all types of video gaming licenses issued by the City pursuant to this chapter.

(a) Issuance Of License:

- (1) The burden is upon each Applicant to demonstrate his or her suitability for licensure. Each operator of a video gaming location located in the City where a video gaming terminal is maintained or placed shall obtain a location license from the liquor commissioner. The liquor commissioner may issue or deny a license under this chapter to any person pursuant to the same criteria set forth in section 9 of the Riverboat Gambling Act.
- (2) The liquor commissioner shall not grant a license to a person who has facilitated, enabled or participated in the use of coin operated devices for gambling purposes or who is under the significant influence or control of such a person. For the purposes of this subsection, "facilitated, enabled or participated in the use of coin operated amusement devices for gambling purposes" means that the person has been convicted of any violation of chapter 28 of the Criminal Code of 2012, (720 ILCS 5/28-1 et seq.). If there is pending legal action against a person for any such violation, then the liquor commissioner shall delay the licensure of that person until the legal action is resolved.
- (3) Each person seeking and possessing a license as a licensed video gaming location shall submit to a background investigation conducted by the Illinois Gaming Board with the assistance of the state police or other law enforcement. The background investigation shall include each beneficiary of a trust, each



partner of a partnership and each director and officer and all stockholders of five percent (5%) or more in a parent or subsidiary corporation of a video gaming operator or a licensed video gaming location.

(4) Each person seeking and possessing a license as a licensed video gaming location shall disclose the identity of every person, association, trust, corporation or limited liability company having a greater than one percent (1%) direct or indirect pecuniary interest in the video gaming terminal operation for which the license is sought. If the disclosed entity is a trust, the application shall disclose the names and addresses of the beneficiaries; if a corporation, the names and addresses of all stockholders and directors; if a limited liability company, the names and addresses of all members; or if a partnership, the names and addresses of all partners, both general and limited.

(5) No Applicant shall be issued a license pursuant to this chapter if that Applicant has been found by the Illinois Gaming Board to:

(A) Have a background, including a criminal record, reputation, habits, social or business associations or prior activities that pose a threat to the public interests of the state or to the security and integrity of video gaming;

(B) Create or enhance the dangers of unsuitable, unfair or illegal practices, methods, and activities in the conduct of video gaming; and

(C) Present questionable business practices and financial arrangements incidental to the conduct of video gaming activities.

(6) Any Applicant for any license under this chapter has the burden of proving his or her qualifications to the satisfaction of the liquor commissioner. The City may adopt rules to establish additional qualifications and requirements to preserve the integrity and security of video gaming in the City.

(7) No Applicant shall be issued a license pursuant to this chapter unless the Applicant has complied with all applicable State, federal and local business regulations, including, but not limited to, any applicable zoning regulations and regulations concerning signage.

(b) *Precondition For Licensed Location:* In all cases of application for a licensed location, to operate a video gaming terminal, each video gaming location shall possess a valid state license for a video gaming location, a valid liquor license issued by the Illinois liquor control commission and a valid local liquor license issued by the liquor commissioner in effect at the time of application and at all times thereafter during which a video gaming terminal is made available to the public for play at that location. Video gaming terminals in a licensed video gaming location within the City shall be operated only during the same hours of operation

generally permitted to holders of a license under the provisions of section 804.17 of this Code adopted pursuant to the Liquor Control Act of 1934 (235 ILCS 5/1 et seq.).

(c) Minimum Requirements For Licensing And Registration: Every video gaming terminal offered in the City for play shall first be tested and approved pursuant to the rules of the Illinois Gaming Board, and each video gaming terminal offered in the City for play shall conform to an approved model. Every video gaming terminal offered in the City for play must meet minimum standards set by an independent outside testing laboratory approved by the Illinois Gaming Board. Each approved model shall, at a minimum, meet the following criteria:

- (1) It must conform to all requirements of federal law and regulations, including FCC class A emissions standards;
- (2) It must theoretically pay out a mathematically demonstrable percentage during the expected lifetime of the machine of all amounts played, which must not be less than eighty percent (80%). The maximum payout percentage for approved models shall conform to the requirements established by the Illinois Gaming Board by rule. Video gaming terminals that may be affected by skill must meet this standard when using a method of play that will provide the greatest return to the player over a period of continuous play;
- (3) It must use a random selection process to determine the outcome of each play of a game. The random selection process must meet ninety nine percent (99%) confidence limits using a standard Chi-Squared Test for (randomness) goodness of fit;
- (4) It must display an accurate representation of the game outcome;
- (5) It must not automatically alter pay tables or any function of the video gaming terminal based on internal computation of hold percentage or have any means of manipulation that affects the random selection process or probabilities of winning a game;
- (6) It must not be adversely affected by static discharge or other electromagnetic interference;
- (7) It must be capable of detecting and displaying the following conditions during idle states or on demand: power reset; door open; and door just closed;
- (8) It must have the capacity to display complete play history (outcome, intermediate play steps, credits available, bets placed, credits paid, and credits cashed out) for the most recent game played and ten (10) games prior thereto;



- (9) The theoretical payback percentage of a video gaming terminal must not be capable of being changed without making a hardware or software change in the video gaming terminal, either on site or via the central communications system;
- (10) Video gaming terminals must be designed so that replacement of parts or modules required for normal maintenance does not necessitate replacement of the electromechanical meters;
- (11) It must have nonresettable meters housed in a locked area of the video gaming terminal that keep a permanent record of all cash inserted into the machine, all winnings made by the video gaming terminal printer, credits played in for video gaming terminals, and credits won by video gaming players. The video gaming terminal must provide the means for on demand display of stored information as determined by the Illinois Gaming Board;
- (12) Electronically stored meter information required by subsection (c)(11) of this section must be preserved for a minimum of one hundred eighty (180) days after a power loss to the service;
- (13) It must have one or more mechanisms that accept cash in the form of bills. The mechanisms shall be designed to prevent obtaining credits without paying by stringing, slamming, drilling, or other means. If such attempts at physical tampering are made, the video gaming terminal shall suspend itself from operating until reset;
- (14) It shall have accounting software that keeps an electronic record which includes, but is not limited to, the following: total cash inserted into the video gaming terminal; the value of winning tickets claimed by players; the total credits played; the total credits awarded by a video gaming terminal; and payback percentage credited to players of each video game;
- (15) It shall be linked by a central communications system to provide auditing program information as approved by the Illinois Gaming Board. The central communications system shall use a standard industry protocol, as defined by the Gaming Standards Association, and shall have the functionality to enable the Illinois Gaming Board or its designee to activate or deactivate individual gaming devices from the central communications system. In no event may the communications system approved by the Illinois Gaming Board limit participation to only one manufacturer of video gaming terminals by either the cost in implementing the necessary program modifications to communicate or the inability to communicate with the central communications system;
- (16) It shall display Amber Alert messages, should the Illinois Gaming Board, in its discretion, require video gaming terminals to display Amber Alert messages; and

(17) It shall comply with such rules which establish additional criteria to preserve the integrity and security of video gaming as the Illinois Gaming Board may adopt.

(e) Qualifications For Licensure:

(1) Applicant Qualifications For Any Video Gaming License: In addition to the qualifications required in the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter, the liquor commissioner may not grant any video gaming license until the liquor commissioner is satisfied that the Applicant is:

(A) A person of good character, honesty and integrity;

(B) A person whose background, including criminal record, reputation and associations, is not injurious to the public health, safety, morals, good order and general welfare of the people of the state or the City;

(C) A person whose background, including criminal record, reputation and associations, does not discredit or tend to discredit the Illinois gaming industry, the state or the City;

(D) A person whose background, including criminal record, reputation, habits, social or business associations does not adversely affect public confidence and trust in gaming or pose a threat to the public interests of the State, the City or to the security and integrity of video gaming;

(E) A person who does not create or enhance the dangers of unsuitable, unfair or illegal practices, methods and activities in the conduct of video gaming;

(F) A person who does not present questionable business practices and financial arrangements incidental to the conduct of video gaming activities or otherwise;

(G) A person who, either individually or through employees, demonstrates business ability and experience to establish, operate and maintain a business for the type of license for which application is made;

(H) A person who does not associate with, either socially or in business affairs, or employ persons of notorious or unsavory reputation or who have extensive police records, or who have failed to cooperate with any officially constituted investigatory or administrative body; and

(I) A person who has not had a gaming license revoked in any other jurisdiction.

(2) Past Participation In Video Gaming:

(A) The liquor commissioner shall not grant a license to a person who has facilitated, enabled or participated in the use of coin operated amusement devices for gambling purposes on or after December 16, 2009, or who is under the significant influence or control of such a person.

(B) The liquor commissioner has discretion not to grant a license to a person who, before December 16, 2009, has facilitated, enabled or participated in the use of coin operated amusement devices for gambling purposes, or who is under the significant influence or control of such a person.

(f) Persons With Significant Influence Or Control:

(1) The liquor commissioner shall identify each person that holds a position or level of influence over or control in each Applicant or licensee that is significant to the regulatory concerns and obligations of the liquor commissioner for the specified Applicant or licensee.

(2) Each person identified as a person with significant influence or control shall comply with the following:

(A) Cooperate fully with any investigation conducted by or on behalf of the liquor commissioner;

(B) Comply with the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter; and

(C) Submit initial and annual disclosure information on forms provided by the Illinois Gaming Board and the City.

(3) Persons with significant influence or control include, but are not limited to, the following:

(A) Each person in whose name the liquor license is maintained for each licensed video gaming location.

(B) Each person who, in the opinion of the liquor commissioner, has the ability to influence or control the activities of the Applicant or licensee or elect a majority of its board of directors, other than a bank or other licensed lending institution that holds a mortgage or other lien, or any other source of funds, acquired in the ordinary course of business;

(C) Persons having the power to exercise significant influence or control over decisions concerning any part of the Applicant's or licensee's video gaming operation.

**Section 3.14 Section 879B.14 is hereby adopted as follows:**

**§ 879B.14 LICENSING PROCEDURES**

The rules contained in this section and the subsections thereunder shall govern procedures for applying for, renewing and maintaining all types of video gaming licenses issued by the City pursuant to this chapter.

(a) Applications:

(1) Application Forms: Applications for licensure or renewal shall be submitted on applications and forms provided by the City.

(2) Additional Materials: An Applicant or its affiliate may be required to submit forms or materials in addition to an application as required by subsection (a)(1) of this section.

(3) Institutional Investor:

(A) A business entity that qualifies as an institutional investor may submit a video gaming institutional investor disclosure form in lieu of a video gaming business entity disclosure form as instructed in an application if the institutional investor:

(i) Submits a video gaming institutional investor disclosure form to the Illinois Gaming Board and the City within forty five (45) days after the institutional investor individually or jointly with others cumulatively acquires, directly or indirectly, five percent (5%) or more but less than twenty percent (20%) of any class of publicly traded securities issued by a corporate Applicant, licensee, parent or subsidiary company of an Applicant or licensee; and

(ii) Holds or controls the publicly traded securities issued by a corporate Applicant, licensee, parent or subsidiary company of an Applicant or licensee in the ordinary course of business for investment purposes only; and

(iii) Does not exercise or intend to exercise influence or control over the affairs of the issuer of the publicly traded securities issued by a corporate Applicant, licensee, parent or subsidiary company of an Applicant or licensee or their affiliates.



- (B) An institutional investor's exercise in voting privileges on matters put to the vote of the outstanding security holders shall not be deemed the exercise or intent to exercise influence or control over the affairs of the issuer of those securities.
- (C) If an institutional investor exempt from filing a video gaming business entity disclosure form as allowed in subsection (a)(3)(A)(iii) of this section subsequently determines to exercise influence or control over the affairs of the issuer of the publicly traded securities issued by a corporate Applicant, licensee, parent or subsidiary company of an Applicant or licensee or their affiliates, the institutional investor shall provide not less than thirty (30) days' notice of the intent and shall file with the Illinois Gaming Board and the City a video gaming business entity disclosure form before taking any action that may influence or control the affairs of the issuer of those securities or their affiliates.
- (D) The video gaming institutional investor disclosure form shall not be construed to preclude the City from requiring an institutional investor to submit a video gaming business entity disclosure form if the City determines that the submission is proper and in furtherance of the act and this section.
- (E) An institutional investor exempt from filing a video gaming business entity disclosure form as allowed in subsection (a)(3)(A)(iii) of this section shall certify in writing to be bound by and comply with the Video Gaming Act and this section.

(4) Application Procedures:

- (A) An Applicant is seeking a privilege and assumes and accepts any and all risk of adverse publicity, notoriety, embarrassment, criticism or other action or financial loss that may occur in connection with the application process.
- (B) Any misrepresentation or omission made with respect to an application may be grounds for denial of the application.
- (C) Applications, forms and requested materials shall be submitted in triplicate and as required by the applications and instructions.
- (D) Individuals required to submit video gaming personal disclosure forms shall be photographed and fingerprinted by the Illinois Gaming Board.
- (E) An application shall be deemed filed when the completed application form, including all required documents and materials, and the application fee have been submitted.



(5) Amendments And Incorporation By Reference:

(A) An application may be amended with approval by the liquor commissioner.

(B) The liquor commissioner may allow information, documents, or other materials submitted by an Applicant to be incorporated by reference into a subsequent application.

(b) Submission Of Application: All applications shall be submitted to the liquor commissioner at the City's offices.

(c) Application and License Fees: All Applicants for a license issued by the liquor commissioner shall pay any required application and/or license fees in accordance with Part Eight of this Code and subsection (h) of this section.

(d) Consideration Of Applications: Only complete applications will be considered for licensure. Applications are complete when the Applicant has submitted:

(1) All information required by this chapter;

(2) All information required or requested by the City; and

(3) Payment of the application fee.

(e) Withdrawal Of Applications:

(1) An application for licensure under this chapter may be withdrawn unless the intended withdrawal is objected to by the liquor commissioner.

(2) If an application for licensure is withdrawn, the Applicant may not reapply for a license within one year from the date withdrawal is granted, without leave of the liquor commissioner.

(f) Issuance Of License:

(1) The liquor commissioner may only issue a license after the Illinois Gaming Board background investigation is complete, the Illinois Gaming Board determines the Applicant is suitable for licensure, and the Applicant has filed a completed application and paid the required application fee.

(2) If an Applicant is denied a license, the Applicant may not reapply for a license within one year from the date on which the final order of denial was made.

(g) Renewal Of License:

- (1) All licenses issued by the City under this chapter shall expire on April 30 and are renewable annually unless sooner canceled or terminated. No license issued under this chapter is transferable or assignable.
- (2) The liquor commissioner may only renew a license upon receipt of a copy of the current state license, the applicable renewal fee and any renewal forms provided by the liquor commissioner.
- (3) The liquor commissioner may only renew a license if the licensee continues to meet all qualifications for licensure set forth in the Video Gaming Act, the regulations promulgated pursuant to the Video Gaming Act and this chapter.

(h) Renewal Fees: A licensed video gaming location shall pay an annual license renewal fee of \$1,000.00 per year in addition to any fee or penalty required by chapter 804 of this Code.

**Section 3.15 Section 879B.15 is hereby adopted as follows:**

**§ 879B.15 DENIALS OF APPLICATIONS FOR LICENSURE**

Subject to section 879B.20, the rules contained in this section and the subsections thereunder shall govern all hearings requested upon issuance of a notice of denial of an application for licensure. Hearings under this section and the divisions thereunder are de novo proceedings for the creation of a record regarding an Applicant's suitability for licensure. A hearing under this section and the subsections thereunder is not an appeal of the liquor commissioner's action.

(a) Requests For Hearing:

- (1) If the liquor commissioner finds that an Applicant is not suitable for licensure, the liquor commissioner shall issue the Applicant a notice of denial.
- (2) The liquor commissioner shall serve notice on the Applicant by personal service or U.S. certified mail and U.S. mail to the last known address of the Applicant. Service is deemed complete four (4) days after mailing.
- (3) Should an Applicant wish to contest the action the liquor commissioner has taken regarding his or her application, the Applicant must submit a request for hearing to the liquor commissioner.
- (4) All requests for hearing shall be in writing and shall include an original and one copy. The request shall contain the following:

(A) The name, current address and current telephone number of the Applicant;

(B) Detailed reasons why and the facts upon which the Applicant will rely to show that the Applicant is suitable for licensure, including specific responses to any facts enumerated in the liquor commissioner's notice of denial;

(C) A signature of the Applicant;

(D) A verification of the request for hearing in the following form:

*The undersigned certifies that the statements set forth in this request are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true.*

(E) The request must be notarized; and

(F) A deposit of five hundred dollars (\$500.00) to secure the attendance of a stenographer at the hearing to record the proceedings. Following the conclusion of the hearing, the City shall either refund to the Applicant any portion of the deposit that exceeds the cost of the stenographer to record the proceedings or shall invoice the Applicant for the amount of the cost of the stenographer to record the proceedings that exceeds the deposit.

(5) A request for hearing must be made within ten (10) days after receipt of notice of denial from the liquor commissioner. A request shall be deemed filed on the date on which it is postmarked.

(6) If a request for hearing is not filed within ten (10) days after the receipt of notice from the liquor commissioner, then the notice of denial becomes the final order of the liquor commissioner denying the Applicant's license application.

(7) A request for hearing shall be deemed granted unless denied. The liquor commissioner may deny a request for hearing if the statement of the reasons and facts that it contains does not establish a prima facie case or fails to comply with any of the other requirements of this section. The liquor commissioner's denial of a request for hearing is a final decision, and the denial of licensure becomes a final order on the date the liquor commissioner denies the request for hearing.

(8) A request for hearing may not be withdrawn or voluntarily dismissed if the liquor commissioner determines that withdrawal or voluntary dismissal is not

in the best interests of the public and the video gaming industry in the City. If the liquor commissioner allows an Applicant to withdraw a hearing request, the initial notice of denial becomes a final liquor commissioner order on the date leave to withdraw is granted. If the Applicant does not prosecute his or her case after twenty one (21) days, the liquor commissioner may enter a default judgment against the Applicant. Failure to prosecute shall result in entry of default judgment against the Applicant.

(9) The Applicant may submit a request for hearing by:

(A) Personal delivery;

(B) Certified mail, postage prepaid; or

(C) Overnight express mail, postage prepaid.

(10) All requests for hearing must be submitted to the liquor commissioner at the City's offices.

(11) If a request is granted, the liquor commissioner or his designee shall conduct a hearing.

(b) Appearances:

(1) All Applicants may be represented by an attorney who is licensed to practice in Illinois. All attorneys who appear in a representative capacity on behalf of an Applicant must file a written appearance setting forth:

(A) The name, address and telephone number of the attorney;

(B) The name and address of the Applicant the attorney represents; and

(C) An affirmative statement that the attorney is licensed to practice in Illinois.

(2) Only individual attorneys may file appearances. Any Applicant's attorney who has not filed an appearance may not address the liquor commissioner or sign pleadings.

(3) An attorney may only withdraw his or her appearance upon written notice to the liquor commissioner.

(4) An individual may appear on his or her own behalf.

(5) A partner may appear on behalf of a partnership.



(6) A corporation or a limited liability company must be represented by an attorney.

(7) The City will be represented by its corporation counsel, or his designee.

(8) The liquor commissioner may, but shall not be required to, appoint an attorney admitted to the practice of law by, and in good standing with, the Illinois supreme court to advise the liquor commissioner on conducting the hearing in accordance with this section.

(9) The liquor commissioner may, but shall not be required to, appoint an administrative law judge, hearing officer, deputy liquor commissioner or other such individual to conduct the hearing in the absence of the liquor commissioner.

(c) Discovery:

(1) Upon written request served on the opposing party, a party shall be entitled to:

(A) The name and address of any witness who may be reasonably expected to testify on behalf of the opposing party;

(B) All documents or other materials in the possession or control of the opposing party that the opposing party reasonably expects will be necessary to introduce into evidence. The Applicant's burden of production includes those documents the Applicant reasonably expects to introduce into evidence either in his, her or its case in chief or in rebuttal. Rebuttal documents, to the extent that they are not immediately identifiable, shall be tendered to the City unless additional time is granted by the liquor commissioner.

(2) Discovery may be obtained only through written requests to produce witness lists, documents or other materials, as specified in subsection (c)(1) of this section. Witnesses and documents responsive to a proper request for production that were not produced shall be excluded from the hearing and additional sanctions or penalties may be imposed.

(d) Subpoenas:

(1) Subpoenas for the attendance of witnesses at hearing may be served by a party only upon application to the liquor commissioner.

(A) The Applicant must show good cause, state the testimony to be elicited from a witness, state why the evidence to which the testimony relates cannot otherwise be obtained, and state the reasons why the testimony is necessary and relevant.

(B) An agent or employee of the City may not be required by the Applicant to appear except under the procedures provided in this section.

(2) The liquor commissioner may issue subpoenas for the attendance of witnesses or subpoenas duces tecum for the production of relevant documents, records or other material at a proceeding conducted under this chapter.

*(e) Proceedings:*

(1) The burden of proof is at all times on the Applicant. The Applicant shall have the affirmative responsibility of establishing by clear and convincing evidence that the Applicant is suitable for licensing or that enforcement of a security interest is warranted.

(2) All testimony shall be given under oath or affirmation.

(3) All testimony and oral proceedings shall be recorded stenographically or by such other means as to adequately ensure the preservation of such testimony or oral proceedings and shall be transcribed on request of any party. The stenographer or such other means as to adequately ensure the preservation of such testimony or oral proceedings shall be arranged by the City. The cost of the stenographer or such other means as to adequately ensure the preservation of such testimony or oral proceedings shall be paid by the Applicant. The transcript shall be paid for by the requesting party.

(4) Both parties may present opening statements. The Applicant shall proceed first, followed by the City.

(5) The Applicant shall then present his or her case in chief.

(6) Upon the conclusion of the Applicant's case in chief, the City may move for a directed finding. The liquor commissioner may hear arguments on the motion or may grant, deny or reserve decision, without argument.

(7) If no motion for directed finding is made, or if the motion is denied or decision reserved, the City may present its case.

(8) Upon the conclusion of the City's case, the Applicant may present evidence in rebuttal.

(9) Each party may conduct cross examination of adverse witnesses.

(10) Both parties may present closing arguments. The Applicant shall proceed first, followed by the City, and thereafter the Applicant may present rebuttal argument.

(f) Evidence:

- (1) The hearing need not be conducted according to the technical rules of evidence. Any relevant evidence may be admitted and shall be sufficient in itself to support a finding if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statute that might make improper the admission of evidence over objection in a civil action. Hearsay may support a finding of the liquor commissioner if it is the best evidence available, has sufficient indicia of trustworthiness and reliability and is of the type reasonably and customarily relied on in the video gaming industry.

  - (A) If relevant and not precluded from the hearing by section 6(d) of the Riverboat Gambling Act relating to all licensed Applicants, official Illinois Gaming Board records or certified copies of the records shall be admissible into evidence.
  - (B) Official Illinois Gaming Board records are documents either prepared by or provided to the Illinois Gaming Board for the purpose of conducting its regular business.
  - (C) If relevant and not precluded from the hearing by a statute, regulation or ordinance, official City records or certified copies of the records shall be admissible into evidence.
  - (D) Official City records are documents either prepared by or provided to the City for the purpose of conducting its regular business.
  - (E) An Applicant must afford the City an opportunity to investigate and verify information that the Applicant intends to offer in support of his or her case. The Applicant shall not be permitted to introduce into evidence any information that the City has not been afforded the opportunity to investigate and verify.
- (2) The parties should, to the fullest extent possible, stipulate to all matters that are not or fairly should not be in dispute.
- (3) The parties may make objections to evidentiary offers. When an objection is made, the liquor commissioner may receive the disputed evidence subject to a ruling at a later time.
- (4) The liquor commissioner may take official notice of any generally accepted information or technical or scientific matter within the field of video gaming, and any other fact that may be judicially noticed by courts of this state. The parties shall be informed of any information, matter or facts so noticed.

including any City staff memoranda or data, and shall be given reasonable opportunity to refute that information.

(g) Prohibition On Ex Parte Communication: Once a hearing is commenced, no Applicant or its representative shall communicate directly or indirectly with the liquor commissioner regarding any pending denial, except upon notice to and opportunity for all parties to participate.

(h) Sanctions And Penalties:

(1) The liquor commissioner may impose sanctions and penalties if the liquor commissioner finds that a party has acted in bad faith, for the purpose of delay, or has otherwise abused the hearing process. Sanctions and penalties include, but are not limited to, default judgment or directed finding on one or more issues.

(2) If an Applicant fails to testify on his or her own behalf with respect to any question propounded to him or her, the liquor commissioner may infer that such testimony or answer would have been adverse to the petitioner's case.

(3) Failure of an Applicant to appear at a hearing or scheduled proceeding shall constitute an admission of all matters and facts contained in the notice of denial. In such cases the liquor commissioner may take action based upon that admission or upon any other evidence, including affidavits, without any further notice to the Applicant.

(i) Hearing Record And Order:

(1) The record shall consist of the following:

(A) The notice of denial, the request for hearing and all motions and rulings;

(B) All evidence received;

(C) A statement of matters officially noticed; and

(D) Offers of proof, objections and rulings.

(2) Upon conclusion of the hearing the liquor commissioner shall review the entire record and shall render a written order including written findings of fact and conclusions of law on which the liquor commissioner's decision is based. The findings of fact shall be based exclusively on the evidence and on matters officially noticed.



(3) Copies of the liquor commissioner's final order shall be served on the Applicant by personal delivery, certified mail or overnight express mail to Applicant's last known address.

(4) The liquor commissioner's final order shall become effective upon personal delivery to the Applicant or upon posting by certified or overnight express mail to Applicant's last known address.

(j) Status Of Applicant For Licensure Upon Filing Request For Hearing: An Applicant who has been denied a license and who has requested a hearing under this subsection shall be considered an Applicant for purposes of compliance with applicable statutory provisions and this section until final resolution of the request for hearing.

**Section 3.16 Section 879B.16 is hereby adopted as follows:**

**§ 879B.16 DISCIPLINARY ACTIONS AGAINST LICENSEES**

The rules contained in this section and the subsections thereunder shall govern all disciplinary actions against licensees including, but not limited to, suspension and revocation of a license.

(a) Grounds For Disciplinary Actions:

(1) Holders of any license issued under this chapter and identified persons with significant influence or control shall be subject to imposition of fines, suspension, revocation or restriction of a license, or other disciplinary action for any act or failure to act by themselves or by their agents or employees that violates any provision of this chapter, is injurious to the public health, safety, morals, good order and general welfare of the people of the state or the City, or that would discredit or tend to discredit the Illinois video gaming industry, the state or the City. Without limiting the provisions of this subsection (a)(1), the following acts or omissions may be grounds for discipline:

(A) Failing to comply with or make provision for compliance with the Video Gaming Act, the regulations promulgated under the Video Gaming Act and this chapter, any federal, state or local law or regulation, or a control system or protocol mandated by the Illinois Gaming Board or the City;

(B) Failing to comply with any order or ruling of the Illinois Gaming Board or its agents pertaining to the regulation of video gaming in the state;

(C) Failing to comply with any order or ruling of the liquor commissioner or the City's officers, employees or agents pertaining to the regulation of video gaming in the City;

- (D) Receiving goods or services from a licensee or other person in violation of the Video Gaming Act's or this chapter's licensing requirements, or in violation of any restriction, condition or prohibition of a license;
- (E) Being suspended or ruled ineligible or having a license revoked or suspended by the Illinois Gaming Board, the City or in any state or gaming or video gaming jurisdiction;
- (F) Employing, associating with, or participating in any enterprise or business with a documented or identifiable organized crime group or recognized organized crime figure;
- (G) Employing, associating with, or participating in any enterprise or business with persons of notorious or unsavory reputation or who have extensive police records, or who have failed to cooperate with any officially constituted investigatory or administrative body;
- (H) Failing to establish and maintain standards and procedures designed to prevent ineligible or unsuitable persons from being employed by the licensee, including any person known to have been found guilty of cheating or using any improper device in connection with any game or gaming device regulated under the Video Gaming Act or under the law of any gaming jurisdiction;
- (I) Misrepresenting any information to the Illinois Gaming Board, the liquor commissioner or the City;
- (J) Intentionally making, causing to be made, or aiding, assisting, or procuring another to make any false statement in any report, disclosure, application, permit, form or any other document, including improperly notarized documents, required by the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter;
- (K) Submitting tardy, inaccurate or incomplete material or information to the liquor commissioner;
- (L) Obstructing or impeding the lawful activities of the Illinois Gaming Board or its agents, the liquor commissioner or the City's officers, employees or agents;
- (M) Wilfully or repeatedly failing to pay amounts due or to be remitted to the State or the City;
- (N) Failing to timely pay amounts due or to be remitted to the state or the City;

- (O) Failing to timely pay a fine imposed by the Illinois Gaming Board or the City;
  - (P) Failing to respond in a timely manner to communications from the Illinois Gaming Board or the City;
  - (Q) Being unavailable to the Illinois Gaming Board, the City or their representatives or agents;
  - (R) Aiding and abetting a violation by an Illinois Gaming Board member, City official or employee or other government official, of a requirement established by statute, resolution, ordinance, personnel code or code of conduct;
  - (S) Violation of the Video Gaming Act, the regulations promulgated under the Video Gaming Act or this chapter by any person identified as a person with significant influence or control;
  - (T) Employing, associating with, or participating in any enterprise or business with a person determined unsuitable to be a person with significant influence or control over an Applicant or licensee by the Illinois Gaming Board, the liquor commissioner or any other gaming jurisdiction;
  - (U) Facilitating, enabling or participating in the use of coin operated amusement devices for gambling purposes on or after December 16, 2009;
  - (V) Engaging in, or facilitating, any unfair methods of competition or unfair or deceptive acts or practices, including, but not limited to, the use or employment of any deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of any material fact in the conduct of any video gaming operation;
  - (W) Failing to maintain minimum qualifications for licensure; and
  - (X) Any cause that, if known by the liquor commissioner, would have disqualified the Applicant from receiving a license.
- (2) A licensee whose employment has been terminated is subject to revocation of license for any act or failure to act that occurred while licensed.
  - (3) A person who has had his or her license revoked by the liquor commissioner may not reapply for a license without permission from the liquor commissioner.

(b) Notice Of Proposed Disciplinary Action Against Licensees:

- (1) When notified of facts sufficient to support disciplinary action against a licensee or a person with significant influence or control, the liquor commissioner shall immediately notify the licensee of the proposed disciplinary action. The notice shall advise the licensee of the following:
  - (A) A statement of the facts supporting the proposed disciplinary action;
  - (B) A description of the rule or statutory section the licensee has violated;
  - (C) A statement or description of the matters asserted and the consequences of the failure to respond; and
  - (D) The name and mailing address of the City.
- (2) The liquor commissioner shall serve the notice of proposed disciplinary action on the licensee by personal service or U.S. certified mail or U.S. regular mail to the last known address of the licensee. Service is complete four (4) days after mailing.

(c) Hearings In Disciplinary Actions:

- (1) Should a licensee wish to contest the proposed disciplinary action, the licensee must submit a response to the notice of proposed disciplinary action described in subsection (b) of this section to the liquor commissioner.
- (2) All responses shall be in writing and shall include an original and one copy. The response shall contain the following:
  - (A) The name, current address and current telephone number of the licensee;
  - (B) A clear and concise statement admitting or denying each of the factual allegations set forth in the notice of proposed disciplinary action, with each admission or denial being shown in separately numbered paragraphs corresponding to the separately numbered paragraphs in the notice of proposed disciplinary action;
  - (C) For all factual allegations that the licensee denies, a clear and concise statement of facts upon which the licensee relies or will rely on at a hearing;
  - (D) A signature of the licensee;
  - (E) A verification of the licensee in the following form:



The undersigned certifies that the statements set forth in this request are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he or she verily believes the same to be true.

(F) The response must be notarized; and

(G) A deposit of five hundred dollars (\$500.00) to secure the attendance of a stenographer at the hearing to record the proceedings. Following the conclusion of the hearing, the City shall either refund to the licensee any portion of the deposit that exceeds the cost of the stenographer to record the proceedings or shall invoice the licensee for the amount of the cost of the stenographer to record the proceedings that exceeds the deposit.

(3) The response must be filed within twenty one (21) days after receipt of the notice of proposed disciplinary action. A response shall be deemed filed on the date on which it is postmarked.

(4) If a response is not filed within twenty one (21) days after receipt of the notice of proposed disciplinary action then the proposed disciplinary action becomes effective and final immediately.

(5) No response shall be deemed filed if it fails to comply with any of the requirements of this section.

(6) The licensee may submit a response by:

(A) Personal delivery;

(B) Certified mail, postage prepaid; or

(C) Overnight express mail, postage prepaid.

(7) All responses must be submitted to the liquor commissioner at the City's offices.

(8) If a response is properly filed, the liquor commissioner will conduct a hearing.

(d) Appearances:

(1) All licensees may be represented by an attorney who is licensed to practice in Illinois. All attorneys who appear in a representative capacity on behalf of a licensee must file a written appearance setting forth:

(A) The name, address and telephone number of the attorney;

(B) The name and address of the licensee the attorney represents; and

(C) An affirmative statement that the attorney is licensed to practice in Illinois.

(2) Only individual attorneys may file appearances. Any licensee's attorney who has not filed an appearance may not address the liquor commissioner or sign pleadings.

(3) An attorney may only withdraw his or her appearance upon written notice to the liquor commissioner.

(4) An individual may appear on his or her own behalf.

(5) A partner may appear on behalf of a partnership.

(6) A corporation and a limited liability company must be represented by an attorney.

(7) The City will be represented by its corporation counsel.

(8) The liquor commissioner may, but shall not be required to, appoint an attorney admitted to the practice of law by, and in good standing with, the Illinois supreme court to advise the liquor commissioner on conducting the hearing in accordance with this section.

(e) Discovery:

(1) Upon written request served on the opposing party, a party shall be entitled to:

(A) The name and address of any witness who may be reasonably expected to testify on behalf of the opposing party;

(B) All documents or other materials in the possession or control of the opposing party that the opposing party reasonably expects will be necessary to introduce into evidence. The licensee's burden of production includes those documents the licensee reasonably expects to introduce into evidence either in his or her case in chief or in rebuttal. Rebuttal documents, to the extent that they are not immediately identifiable, shall be tendered to the liquor commissioner within fourteen (14) days after receipt of documents tendered to licensee by the liquor commissioner unless additional time is granted by the liquor commissioner.

(2) Discovery may be obtained only through written requests to produce witness lists, documents or other materials, as specified in subsection (e)(1) of this

section. Witnesses and documents responsive to a proper request for production that were not produced shall be excluded from the hearing and additional sanctions or penalties may be imposed.

*(f) Subpoenas:*

(1) Subpoenas for the attendance of witnesses at hearing may be served by the licensee only upon application to the liquor commissioner.

(A) The licensee must show good cause, state the testimony to be elicited from a witness, state why the evidence to which the testimony relates cannot otherwise be obtained, and state the reasons why the testimony is necessary and relevant.

(B) An agent or employee of the Illinois Gaming Board or the City may not be required by the licensee to appear except under the procedures provided in this section.

(2) The liquor commissioner may issue subpoenas for the attendance of witnesses or subpoenas duces tecum for the production of relevant documents, records or other material at a disciplinary proceeding conducted under this chapter.

*(g) Proceedings:*

(1) The City shall establish the charges contained in the notice of proposed disciplinary action by a preponderance of the evidence.

(2) All testimony shall be given under oath or affirmation.

(3) All testimony and oral proceedings shall be recorded stenographically or by such other means as to adequately ensure the preservation of such testimony or oral proceedings and shall be transcribed on request of any party. The stenographer or such other means as to adequately ensure the preservation of such testimony or oral proceedings shall be arranged by the City. The cost of the stenographer or such other means as to adequately ensure the preservation of such testimony or oral proceedings shall be paid by the licensee. The transcript shall be paid for by the requesting party.

(4) Both parties may present opening statements. The City will proceed first, followed by the licensee.

(5) The City shall then present its case.

(6) Upon the conclusion of the City's case, the licensee may move for a directed finding. The liquor commissioner may hear arguments on the motion or may grant, deny or reserve decision on the motion, without argument.

(7) If no motion for directed finding is made, or if such motion is denied or decision reserved, the licensee may present its case.

(8) Upon the conclusion of the licensee's case, the City may present evidence in rebuttal.

(9) Each party may conduct cross examination of adverse witnesses.

(10) Both parties may present closing arguments. The City proceeds first, then the licensee, and thereafter the City may present rebuttal argument.

(h) Evidence:

(1) The hearing need not be conducted according to the technical rules of evidence. Any relevant evidence may be admitted and shall be sufficient in itself to support a finding if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statute that might make improper the admission of evidence over objection in a civil action. Hearsay may support a finding of the liquor commissioner if it is the best evidence available, has sufficient indicia of trustworthiness and reliability and is of the type reasonably and customarily relied on in the gaming industry.

(A) If relevant, and not precluded from the hearing by section 6(d) of the Riverboat Gambling Act relating to all licensed Applicants, the official Illinois Gaming Board records or certified copies of the records shall be admissible into evidence if the records tend to prove or disprove an allegation contained in the complaint.

(B) Official Illinois Gaming Board records are documents either prepared by or provided to the Illinois Gaming Board for the purpose of conducting its regular business.

(C) If relevant and not precluded from the hearing by a statute, regulation or ordinance, official City records or certified copies of the records shall be admissible into evidence.

(D) Official City records are documents either prepared by or provided to the City for the purpose of conducting its regular business.

(2) The parties should, to the fullest extent possible, stipulate to all matters that are not or fairly should not be in dispute.

(3) The parties may make objections to evidentiary offers. When an objection is made, the liquor commissioner may receive the disputed evidence subject to a ruling at a later time.



(4) The liquor commissioner may take official notice of any generally accepted information or technical or scientific matter within the field of video gaming, and any other fact that may be judicially noticed by courts of this state. The parties shall be informed of any information, matter or facts so noticed, including any City staff memoranda or data, and shall be given reasonable opportunity to refute that information.

(i) Prohibition On Ex Parte Communication: No licensee or its representative shall communicate directly or indirectly with the liquor commissioner regarding any pending disciplinary matter, except upon notice to and opportunity for all parties to participate.

(j) Sanctions And Penalties:

(1) The liquor commissioner may impose sanctions and penalties if the liquor commissioner finds that a party has acted in bad faith, for the purpose of delay, or has otherwise abused the hearing process. Such sanctions and penalties include, but are not limited to, default judgment or directed finding on one or more issues.

(2) If a licensee fails to testify on his or her own behalf with respect to any question propounded to him or her, the liquor commissioner may infer that such testimony or answer would have been adverse to the licensee's case.

(3) Failure of a licensee to appear at a hearing or scheduled proceeding shall constitute an admission of all matters and facts contained in the complaint. In such cases the liquor commissioner may take action based upon that admission or upon any other evidence, including affidavits, without any further notice to the licensee.

(k) Hearing Record And Order:

(1) The record shall consist of the following:

(A) The notice of denial, the request for hearing and all motions and rulings;

(B) All evidence received;

(C) A statement of matters officially noticed; and

(D) Offers of proof, objections and rulings.

(2) Upon conclusion of the hearing the liquor commissioner shall review the entire record and shall render a written order including written findings of fact and conclusions of law on which the liquor commissioner's decision is based. The

findings of fact shall be based exclusively on the evidence and on matters officially noticed.

(3) Copies of the liquor commissioner's final order shall be served on the licensee by personal delivery, certified mail or overnight express mail to licensee's last known address.

(4) The liquor commissioner's final order shall become effective upon personal delivery to the licensee or upon posting by certified or overnight express mail to Applicant's last known address.

(1) Penalties:

(1) The liquor commissioner may impose fines, suspend, revoke or restrict any license issued under this chapter or impose other disciplinary action for any act or failure to act by the licensee or by the licensee's agents or employees that violates any provision of the Video Gaming Act or the regulations promulgated under the Video Gaming Act or this chapter.

(2) Failure to maintain the state license, or the location license at the location where the video gaming terminal is operated shall be subject to a fine not to exceed one hundred dollars (\$100.00).

(3) Any licensee who knowingly permits a person under the age of twenty one (21) years to use or play a video gaming terminal shall be subject to a fine of not more than seven hundred fifty dollars (\$750.00).

(4) Any licensed video gaming location in the City used for the conduct of gambling games in violation of this chapter shall be subject to a fine of not more than seven hundred fifty dollars (\$750.00).

(5) Any person, firm, corporation, partnership, limited liability company, or other entity recognized in law who violates any provision of this chapter for which another penalty is not specifically provided shall be subject to a fine of not less than seventy five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00). Each and every day that a violation occurs or exists shall constitute a separate and distinct offense for which a fine may be imposed. In addition to the penalties provided herein, the City shall have available to it all remedies in law or in equity or as may be otherwise provided for by the ordinances of the City.

(6) Every gambling device found in a licensed video gaming location in the City operating gambling games in violation of this chapter shall be subject to seizure and confiscation, and shall be turned over to the Illinois Gaming Board as provided in section 1800.1110 of the Illinois Administrative Code.

(7) Any City liquor license issued by the liquor commissioner under the provisions of chapter 804 of this Code to any operator of a licensed video gaming location that operates or permits the operation of a video gaming terminal within its establishment in violation of this chapter shall be immediately revoked.

(8) The provisions of section 202.99 of this Code are hereby adopted and made applicable to the provisions of this chapter as if fully restated herein.

**Section 3.17 Section 879B.17 is hereby adopted as follows:**

**§ 879B.17 LOCATION AND PLACEMENT OF VIDEO GAMING TERMINALS**

Video gaming terminals must be located in an area restricted to persons over twenty one (21) years of age the entrance to which is within the view of at least one employee, who is over twenty one (21) years of age, of the establishment in which they are located. The placement of video gaming terminals in licensed video gaming locations shall be subject to the rules promulgated by the Illinois Gaming Board and this section.

(a) All licensed video gaming locations and terminal operators shall be responsible for the proper placement, installation, maintenance and oversight of video gaming terminals within a licensed video gaming location as prescribed by the Video Gaming Act, the regulations issued pursuant thereto and this chapter.

(b) All video gaming terminals must be located in an area restricted to persons over twenty one (21) years of age. Any licensed video gaming location that allows minors to enter where video gaming terminals are located shall separate any video gaming terminals from the area accessible by minors.

(c) When two (2) or more adjacent businesses appear to the liquor commissioner to be a single business, or are operated by the same or commingled ownership, then the liquor commissioner may limit those businesses to the maximum number of video gaming terminals. The maximum will be the number permitted under Illinois law for one business as the total number of video gaming terminals authorized for both or more such businesses, where the liquor commissioner determines that the limitation would further the intent of the Video Gaming Act and the integrity of video gaming in the City.

(1) In the event the liquor commissioner decides that two (2) or more adjacent businesses shall be a single business for purposes of determining the maximum number of video gaming terminals to which they are entitled, the liquor commissioner shall provide the affected businesses with written notice of this decision in accordance with the notice requirements of subsection 879B.15(a)(2) of this chapter.

(2) An Applicant that has been deemed to constitute a single business with one or more adjacent businesses for purposes of determining the maximum number of video gaming terminals to which it is entitled may submit a request for hearing to the liquor commissioner. The hearing procedures shall be those set forth in section 879B.15 of this chapter.

(d) The owner, manager or employee of the licensed video gaming location who is over twenty one (21) years of age shall be present during all hours of operation, and the video gaming terminals or the entrance to the video gaming terminal area must be within the view of at least one owner, manager or employee.

**Section 3.18 Section 879B.18 is hereby adopted as follows:**

**§ 879B.18 DISPOSAL OF VIDEO GAMING TERMINALS**

Video gaming terminals shall be disposed of only pursuant to the regulations of the Illinois Gaming Board as set forth in section 1800.1070 of the Illinois Administrative Code.

**Section 3.19 Section 879B.19 is hereby adopted as follows:**

**§ 879B.19 STATE-LOCAL RELATIONS**

(a) Whenever the City takes any action authorizing or prohibiting the licensing operation, or use of video gaming terminals in the City, it may notify the Illinois Gaming Board of such action.

(b) Whenever the City or the liquor commissioner takes action relating to the operation or use of a video gaming terminal in the City, whether licensed or unlicensed, the Illinois Gaming Board may be notified and the notice may specify the extent of the action taken and the reasons for the action. The City and the liquor commissioner shall thereupon take whatever action is necessary under the act. If the City confiscated video gaming terminals or terminal income, the City shall, as soon as practicable under the circumstances, turn over the video gaming terminals and terminal income to the Illinois Gaming Board unless otherwise ordered by a court of competent jurisdiction.

**Section 3.20 Section 879B.20 is hereby adopted as follows:**

**§ 879B.20 VIDEO GAMING CAFE LICENSES AND WAITING PERIOD**

(a) Notwithstanding any provision of this Code to the contrary, the total number of location licenses issued to video gaming cafes shall not exceed fifteen (15).

(b) No licensed establishment, other than a video gaming cafe, shall be suitable for licensure if it has operated within the City for less than one (1) year. The liquor



commissioner may waive the provisions of Subsection (a) of this Section on a case-by-case basis upon the conclusion of a hearing conducted in accordance with section 879B.15 of this chapter.

**Section 3.21 Section 879B.21 is hereby adopted as follows:**

**§ 879B.21 PRIVILEGE GRANTED BY LICENSE; TRANSFERABILITY**

A license granted under this chapter shall be purely a personal privilege, good for not to exceed one year after issuance, unless sooner revoked as provided in this chapter, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the cessation of business or death of the licensee.

**Section 3.22 Section 879B.22 is hereby adopted as follows:**

**§ 879B.22 LICENSES SUBJECT TO AMENDMENTS**

All licenses issued pursuant to this chapter shall be subject to any and all changes or amendments that may be hereafter made to the provisions of this chapter or to any rules or changes in rules adopted by the liquor commissioner. No licensee shall have any vested right to the continuation of any provision of this chapter.

**Section 3.23 Section 879B.23 is hereby adopted as follows:**

**§ 879B.23 APPLICABILITY OF ILLINOIS RIVERBOAT GAMBLING ACT**

The provisions of this chapter shall be subject to the Illinois Riverboat Gambling Act and all rules promulgated thereunder, and to the Video Gaming Act and all rules promulgated thereunder, except that in the event of a conflict between the two (2) acts, the provisions of the Video Gaming Act shall apply, and in the event of a conflict between the rules promulgated under the two (2) acts, the rules promulgated under the Video Gaming Act shall apply.

**Section 3.24 Section 879B.24 is hereby adopted as follows:**

**§ 879B.24 JUDICIAL REVIEW**

Judicial review of final determinations of the liquor commissioner issued after hearings regarding licensure or discipline made under this chapter shall be subject to judicial review, pursuant to the provisions of the Administrative Review Act (735 ILCS 5/3-101 et seq.).

**Section 3.25** Section 879B.25 is hereby adopted as follows:

**§ 879B.25 CONFLICTING PROVISIONS**

In the event of any conflict between a provision of this chapter 879B and any other provision of this Code, the provisions of this chapter 879B shall prevail.

**Section 4.00** The officers, employees, and/or agents of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the amendments contemplated by this Ordinance.

**Section 5.00** All prior actions of the City's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

**Section 6.00** The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**Section 7.00** All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 8.00** This Ordinance shall be effective and in full force ten (10) days after its passage and approval. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this \_\_\_\_\_ day of \_\_\_\_\_ 2016, pursuant to a roll call vote, as follows:

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

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

ATTEST:

\_\_\_\_\_  
Robert J. Lovero  
MAYOR

\_\_\_\_\_  
Thomas J. Pavlik  
CITY CLERK

3-2

The City of Berwyn



Rasheed Jones  
Finance Director

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 (708) 749-6468  
www.berwyn-il.gov

Date: April 18, 2016

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

Subject: Surplus Property

Based on the recommendation from the Public Works Director, Robert Schiller, the Finance Department declares the following vehicle as surplus property:

1. 2004 Ford Taurus (VIN# 1FAFP53U97A209345)

This vehicle is in need of several mechanical repairs. The Public Works Director will attempt to sell these vehicles via public auction.

Respectfully submitted,

Rasheed Jones  
Finance Director



K-1

The City of Berwyn



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

**A Century of Progress with Pride**

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

April 22, 2016

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

SUBJECT: Payroll April 20, 2016

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the April 26, 2016 meeting.

Payroll: April 20, 2016: \$1,250,408.92

Respectfully Submitted,

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

Nona N. Chapman  
Budget Committee Chairman

V-2

The City of Berwyn



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

**A Century of Progress with Pride**

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

April 22, 2016

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

SUBJECT: Payables April 26, 2016

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the April 26, 2016 meeting.

Total Payables: April 26, 2016 in the amount of \$1,139,981.72

Respectfully Submitted,

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

Nona N. Chapman  
Budget Committee Chairman

# CITY of BERWYN Payment Register

From Payment Date: 4/23/2015 - To Payment Date: 4/26/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
36052	04/08/2016	Open			Accounts Payable	Paramount Restoration Group, Inc.	\$6,488.50		
36053	04/12/2016	Open			Accounts Payable	D'Amico, David, M.	\$7,000.00		
36054	04/18/2016	Open			Accounts Payable	Heritage Middle School	\$150.00		
36055	04/26/2016	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$300.00		
36056	04/26/2016	Open			Accounts Payable	Admin Arsenal, Inc.	\$900.00		
36057	04/26/2016	Open			Accounts Payable	Airgas USA, LLC	\$224.35		
36058	04/26/2016	Open			Accounts Payable	Al Warren Oil Company	\$32,954.81		
36059	04/26/2016	Open			Accounts Payable	Amy Gullio	\$21.98		
36060	04/26/2016	Open			Accounts Payable	Associated Tire and Battery	\$519.50		
36061	04/26/2016	Open			Accounts Payable	AT & T	\$5,537.61		
36062	04/26/2016	Open			Accounts Payable	AT & T Long Distance	\$28.91		
36063	04/26/2016	Open			Accounts Payable	Avalon Development	\$1,055.00		
36064	04/26/2016	Open			Accounts Payable	AWESOME Pest Service	\$755.00		
36065	04/26/2016	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$1,212.16		
36066	04/26/2016	Open			Accounts Payable	Bank of America	\$780.00		
36067	04/26/2016	Open			Accounts Payable	Barge Terminal & Trucking	\$7,773.44		
36068	04/26/2016	Open			Accounts Payable	Berynn Development Corporation	\$45,190.51		
36069	04/26/2016	Open			Accounts Payable	Berynn Development Corporation	\$364,770.00		
36070	04/26/2016	Open			Accounts Payable	Berynn Park District	\$526.39		
36071	04/26/2016	Open			Accounts Payable	Berynn Western Plumbing & Heating	\$918.92		
36072	04/26/2016	Open			Accounts Payable	Berynn's Violet Flower Shop	\$7,760.80		
36073	04/26/2016	Open			Accounts Payable	Best Technology Systems, Inc.	\$4,667.50		
36074	04/26/2016	Open			Accounts Payable	Betty Chasaska	\$20.00		
36075	04/26/2016	Open			Accounts Payable	Bill Helmuth	\$200.00		
36076	04/26/2016	Open			Accounts Payable	Bluders Tree Service & Landscaping	\$7,800.00		
36077	04/26/2016	Open			Accounts Payable	Brian Pabst	\$14.03		
36078	04/26/2016	Open			Accounts Payable	Building Services of America, LLC	\$657.20		
36079	04/26/2016	Open			Accounts Payable	CablesAndKits.com	\$107.58		
36080	04/26/2016	Open			Accounts Payable	Case Lots, Inc.	\$582.60		
36081	04/26/2016	Open			Accounts Payable	CDW Government, Inc.	\$65.64		
36082	04/26/2016	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$9,012.33		
36083	04/26/2016	Open			Accounts Payable	Chicago Office Products Co.	\$693.43		
36084	04/26/2016	Open			Accounts Payable	Chromate Industrial Corporation	\$182.65		
36085	04/26/2016	Open			Accounts Payable	Cintas Corporation	\$1,425.28		
36086	04/26/2016	Open			Accounts Payable	Comcast Cable	\$186.79		
36087	04/26/2016	Open			Accounts Payable	Comed	\$6,879.02		
36088	04/26/2016	Open			Accounts Payable	Comed	\$20,254.70		
36089	04/26/2016	Open			Accounts Payable	COTG	\$575.40		
36090	04/26/2016	Open			Accounts Payable	Del Galdo Law Group, LLC	\$27,760.68		
36091	04/26/2016	Open			Accounts Payable	Dell Marketing, LP	\$3,329.10		
36092	04/26/2016	Open			Accounts Payable	Demco Educational Corporation	\$204.61		
36093	04/26/2016	Open			Accounts Payable	Diamond Graphics, Inc.	\$2,831.00		
36094	04/26/2016	Open			Accounts Payable	Elite Document Solutions	\$247.97		
36095	04/26/2016	Open			Accounts Payable	Emergency Vehicle Technologies	\$639.90		
36096	04/26/2016	Open			Accounts Payable	EMS Academy Campus	\$180.00		
36097	04/26/2016	Open			Accounts Payable	Federal Express Corporation	\$25.77		
36098	04/26/2016	Open			Accounts Payable	Federal Signal Corporation	\$1,950.00		

# CITY of BERWYN Payment Register

From Payment Date: 4/23/2015 - To Payment Date: 4/26/2016

Number	Date	Status	Void Reason	Reconciled/		Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				Voided Date						
36099	04/26/2016	Open				Accounts Payable	Felco Vending, Inc.	\$139.00		
36100	04/26/2016	Open				Accounts Payable	Freeway Ford Truck Sales, Inc.	\$3,237.76		
36101	04/26/2016	Open				Accounts Payable	Gale / Cengage	\$1,483.99		
36102	04/26/2016	Open				Accounts Payable	Granger	\$534.75		
36103	04/26/2016	Open				Accounts Payable	GSBS Basketball	\$1,500.00		
36104	04/26/2016	Open				Accounts Payable	GSBS Basketball	\$1,000.00		
36105	04/26/2016	Open				Accounts Payable	H. J. Mohr & Sons Company	\$1,870.36		
36106	04/26/2016	Open				Accounts Payable	Haiges Machinery, Inc.	\$652.11		
36107	04/26/2016	Open				Accounts Payable	Health Care Service Corporation	\$830.00		
36108	04/26/2016	Open				Accounts Payable	Home Depot Credit Services	\$235.44		
36109	04/26/2016	Open				Accounts Payable	Horizon Screening	\$1,292.00		
36110	04/26/2016	Open				Accounts Payable	ieMentor Corporation	\$3,342.42		
36111	04/26/2016	Open				Accounts Payable	Illinois Paper & Copier Company	\$2,563.93		
36112	04/26/2016	Open				Accounts Payable	Industrial Organizational Solutions Inc.	\$2,425.00		
36113	04/26/2016	Open				Accounts Payable	Infobase Learning	\$1,166.10		
36114	04/26/2016	Open				Accounts Payable	Ingram Library Services	\$6,562.15		
36115	04/26/2016	Open				Accounts Payable	J & L Uniforms	\$574.33		
36116	04/26/2016	Open				Accounts Payable	J. R. Carpet, Inc.	\$2,900.00		
36117	04/26/2016	Open				Accounts Payable	Jack's Rental, Inc.	\$2,365.74		
36118	04/26/2016	Open				Accounts Payable	James Grabarczyk	\$4,140.76		
36119	04/26/2016	Open				Accounts Payable	Jeah Communications, LLC	\$150.00		
36120	04/26/2016	Open				Accounts Payable	JNC Consulting, Inc.	\$2,600.00		
36121	04/26/2016	Open				Accounts Payable	John Hadjiannou	\$580.75		
36122	04/26/2016	Open				Accounts Payable	K's Quality Construction, Inc.	\$1,712.00		
36123	04/26/2016	Open				Accounts Payable	Kara Pauley	\$13.50		
36124	04/26/2016	Open				Accounts Payable	Kathleen Behrendt	\$171.90		
36125	04/26/2016	Open				Accounts Payable	Kiet Bros., Inc.	\$1,622.48		
36126	04/26/2016	Open				Accounts Payable	KM Group	\$15,000.00		
36127	04/26/2016	Open				Accounts Payable	Konica Minolta Business Solutions	\$149.33		
36128	04/26/2016	Open				Accounts Payable	Konica Minolta Business Solutions	\$2,300.00		
36129	04/26/2016	Open				Accounts Payable	Konica Minolta Business Solutions USA, Inc.	\$907.96		
36130	04/26/2016	Open				Accounts Payable	Laner Muchin, Ltd.	\$536.25		
36131	04/26/2016	Open				Accounts Payable	Lawndale News	\$118.62		
36132	04/26/2016	Open				Accounts Payable	Lectorum Publications Inc.	\$474.16		
36133	04/26/2016	Open				Accounts Payable	Lindco Equipment Sales, Inc.	\$9,997.28		
36134	04/26/2016	Open				Accounts Payable	Lyons Tree Service, Inc.	\$13,195.00		
36135	04/26/2016	Open				Accounts Payable	Matthew Burke	\$1,155.00		
36136	04/26/2016	Open				Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		
36137	04/26/2016	Open				Accounts Payable	Medical Reimbursement Services, Inc.	\$120.98		
36138	04/26/2016	Open				Accounts Payable	Menards	\$92.74		
36139	04/26/2016	Open				Accounts Payable	Menards	\$31.17		
36140	04/26/2016	Open				Accounts Payable	Menards	\$47.00		
36141	04/26/2016	Open				Accounts Payable	Mesitrow Insurance Services, Inc.	\$225.00		
36142	04/26/2016	Open				Accounts Payable	Mesitrow Insurance Services, Inc.	\$147.00		
36143	04/26/2016	Open				Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$100.00		
36144	04/26/2016	Open				Accounts Payable	Metro Power, Inc.	\$2,200.00		



# CITY of BERWYN Payment Register

From Payment Date: 4/23/2015 - To Payment Date: 4/26/2016

Number	Date	Status	Void Reason	Reconciled/		Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				Voided Date						
36145	04/26/2016	Open				Accounts Payable	Midas Auto Service Experts	\$532.66		
36146	04/26/2016	Open				Accounts Payable	Midwest Tape	\$481.74		
36147	04/26/2016	Open				Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
36148	04/26/2016	Open				Accounts Payable	Mike & Sons	\$4,268.00		
36149	04/26/2016	Open				Accounts Payable	MTS Safety Products, Inc.	\$1,007.52		
36150	04/26/2016	Open				Accounts Payable	Nationwide Transmission & Complete Auto Service	\$81.90		
36151	04/26/2016	Open				Accounts Payable	Neptune Sewer Service	\$900.00		
36152	04/26/2016	Open				Accounts Payable	Networkfleet, Inc.	\$479.05		
36153	04/26/2016	Open				Accounts Payable	Nexitel Communications	\$739.44		
36154	04/26/2016	Open				Accounts Payable	Nicor Gas	\$369.76		
36155	04/26/2016	Open				Accounts Payable	Nora Laureto	\$876.71		
36156	04/26/2016	Open				Accounts Payable	OFFICE DEPOT	\$105.43		
36157	04/26/2016	Open				Accounts Payable	Ozinga Ready Mix Concrete Inc.	\$8,190.00		
36158	04/26/2016	Open				Accounts Payable	Paramount Restoration Group, Inc.	\$2,590.00		
36159	04/26/2016	Open				Accounts Payable	Partmaster	\$348.65		
36160	04/26/2016	Open				Accounts Payable	Pattern Industries, Inc.	\$4,206.50		
36161	04/26/2016	Open				Accounts Payable	Paul Conway Shields	\$602.00		
36162	04/26/2016	Open				Accounts Payable	PHS Locksmith	\$1,800.60		
36163	04/26/2016	Open				Accounts Payable	Pony Baseball	\$758.00		
36164	04/26/2016	Open				Accounts Payable	Red Wing Shoe Store	\$188.99		
36165	04/26/2016	Open				Accounts Payable	Reliable Materials-Lyons LLC	\$8,126.00		
36166	04/26/2016	Open				Accounts Payable	Robert J. Lovero	\$101.45		
36167	04/26/2016	Open				Accounts Payable	Romeoville Fire Academy	\$1,875.00		
36168	04/26/2016	Open				Accounts Payable	Roscoe Company	\$1,077.93		
36169	04/26/2016	Open				Accounts Payable	Rose's Catering	\$405.00		
36170	04/26/2016	Open				Accounts Payable	Runnion Equipment Company	\$2,765.56		
36171	04/26/2016	Open				Accounts Payable	Samuel Jantelizio Insurance Company	\$30.00		
36172	04/26/2016	Open				Accounts Payable	Santander Leasing LLC	\$45,212.63		
36173	04/26/2016	Open				Accounts Payable	Schultz Supply Company, Inc.	\$501.04		
36174	04/26/2016	Open				Accounts Payable	Scout Electric Supply	\$655.60		
36175	04/26/2016	Open				Accounts Payable	Secretary of State	\$10.00		
36176	04/26/2016	Open				Accounts Payable	Sharon Lorenzi	\$20.00		
36177	04/26/2016	Open				Accounts Payable	Sherwin Williams Company	\$23.58		
36178	04/26/2016	Open				Accounts Payable	Standard Equipment Company	\$5,780.29		
36179	04/26/2016	Open				Accounts Payable	Sternberg Lighting	\$7,300.00		
36180	04/26/2016	Open				Accounts Payable	SVAN	\$8,304.50		
36181	04/26/2016	Open				Accounts Payable	Tameling, Inc.	\$360.00		
36182	04/26/2016	Open				Accounts Payable	Target Auto Parts	\$782.89		
36183	04/26/2016	Open				Accounts Payable	Taser International	\$6,334.50		
36184	04/26/2016	Open				Accounts Payable	Tele-Tron Ace Hardware	\$77.78		
36185	04/26/2016	Open				Accounts Payable	Tele-Tron Ace Hardware	\$199.96		
36186	04/26/2016	Open				Accounts Payable	The Sign Edge	\$30.00		
36187	04/26/2016	Open				Accounts Payable	Thomson Reuters- West	\$1,476.00		
36188	04/26/2016	Open				Accounts Payable	Those Funny Little People Enterprises, Inc.	\$275.00		
36189	04/26/2016	Open				Accounts Payable	Traffic Control & Protection, Inc.	\$5,397.50		
36190	04/26/2016	Open				Accounts Payable	Truckpro - Chicago	\$68.58		
36191	04/26/2016	Open				Accounts Payable	Tryad Automotive	\$3,426.37		

# Payment Register

From Payment Date: 4/23/2015 - To Payment Date: 4/26/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
36192	04/26/2016	Open			Accounts Payable	Tyco Integrated Security LLC	\$54.00		
36193	04/26/2016	Open			Accounts Payable	Unique Management Services, Inc	\$26.85		
36194	04/26/2016	Open			Accounts Payable	Unique Plumbing	\$123,644.16		
36195	04/26/2016	Open			Accounts Payable	University of Illinois	\$500.00		
36196	04/26/2016	Open			Accounts Payable	US Gas	\$350.80		
36197	04/26/2016	Open			Accounts Payable	USIC Locating Services, Inc.	\$4,790.77		
36198	04/26/2016	Open			Accounts Payable	Utility Dynamics Corporation	\$180,081.00		
36199	04/26/2016	Open			Accounts Payable	Verizon Wireless - LeHigh	\$575.61		
36200	04/26/2016	Open			Accounts Payable	Verizon Tech LLC	\$1,323.34		
36201	04/26/2016	Open			Accounts Payable	Vintage Tech LLC	\$2,500.00		
36202	04/26/2016	Open			Accounts Payable	Wescon Underground, Inc.	\$110.00		
36203	04/26/2016	Open			Accounts Payable	William Glaser, Jr.	\$1,475.00		
36204	04/26/2016	Open			Accounts Payable	Alejandro Miranda	\$1,475.00		
36205	04/26/2016	Open			Accounts Payable	Antoinette McGowen	\$1,475.00		
36206	04/26/2016	Open			Accounts Payable	Cynthia & Oscar Ramirez	\$3,500.00		
36207	04/26/2016	Open			Accounts Payable	Donald S. & Mary G. Williams	\$1,475.00		
36208	04/26/2016	Open			Accounts Payable	Jose Antonio Matias Perez	\$1,475.00		
36209	04/26/2016	Open			Accounts Payable	Ignacio Nunez	\$1,475.00		
36210	04/26/2016	Open			Accounts Payable	Kurt Tokarski & Diana Toledo	\$1,475.00		
36211	04/26/2016	Open			Accounts Payable	Loera Alejandra	\$1,793.64		
36212	04/26/2016	Open			Accounts Payable	Maria Tovar	\$1,475.00		
36213	04/26/2016	Open			Accounts Payable	Maribel Cabrera	\$1,475.00		
36214	04/26/2016	Open			Accounts Payable	Martin Pena	\$1,475.00		
36215	04/26/2016	Open			Accounts Payable	Michael & Virginia McCarthy	\$2,300.00		
36216	04/26/2016	Open			Accounts Payable	Michael Cimaglia Jr.	\$20.00		
36217	04/26/2016	Open			Accounts Payable	Robert F. White	\$1,475.00		
					Accounts Payable	Salvador Figueroa	\$30.00		
					166 Transactions		\$1,139,981.72		

Type Check Totals:  
01 - General Cash Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
Open	Open	166	\$1,139,981.72	\$0.00
Reconciled	Reconciled	0	\$0.00	\$0.00
Voided	Voided	0	\$0.00	\$0.00
Stopped	Stopped	0	\$0.00	\$0.00
Total	Total	166	\$1,139,981.72	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
Open	Open	166	\$1,139,981.72	\$0.00
Reconciled	Reconciled	0	\$0.00	\$0.00
Voided	Voided	0	\$0.00	\$0.00
Stopped	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 4/23/2015 - To Payment Date: 4/26/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	166	\$1,139,981.72	\$0.00	
Checks					Status	Count	Transaction Amount	Reconciled Amount	
					Open	166	\$1,139,981.72	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	166	\$1,139,981.72	\$0.00	
All					Status	Count	Transaction Amount	Reconciled Amount	
					Open	166	\$1,139,981.72	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	166	\$1,139,981.72	\$0.00	

K-3

Lillian A. Guerrier

From: Christine Jantz  
Sent: Tuesday  
To: Lillian A. Guerrier  
Subject: Guest Readers at Emerson Family Literacy Night, April 28th

Hi Lillian,

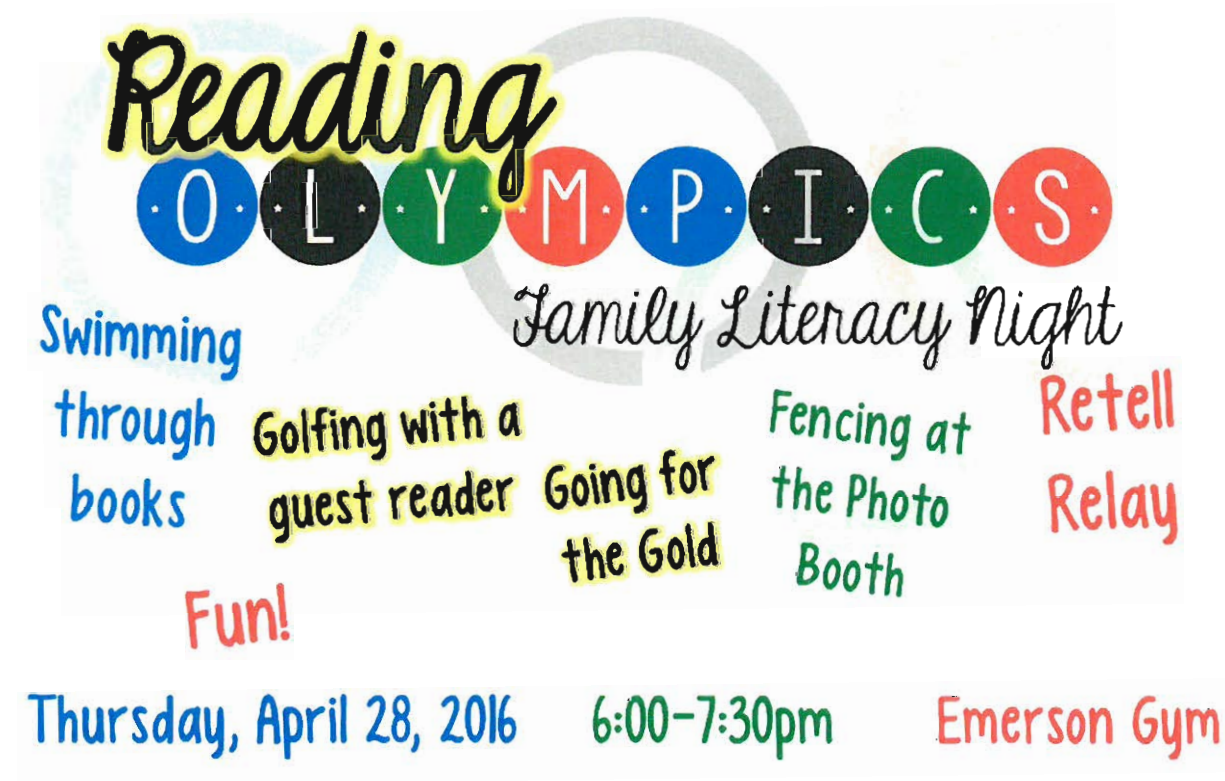
I just spoke with you on the phone about having a police officer and fireman come in and be a guest reader during our Family Literacy Night on April 28th. The event will be held in the Emerson School Gym and runs from 6:00 - 7:30. Our theme this year is the Reading Olympics.

The guest reader will have the responsibility of doing a few (3-5) readings of a picture book to a group of students and their families. After the reading, the police officer/fireman can discuss how they keep communities safe during big sports' events such as the Olympics.

We are hoping to have one police officer and one fireman from Berwyn attend as guest readers.

I've attached our flyer below. Please let me know if you need any other information. I look forward to hearing back about the approval!

Thank you!  
Christine Jantz  
Reading Specialist  
Emerson Elementary School







K-A

## Iglesia Hispana Unida De Cristo



April 21, 2016

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

Dear City Clerk;

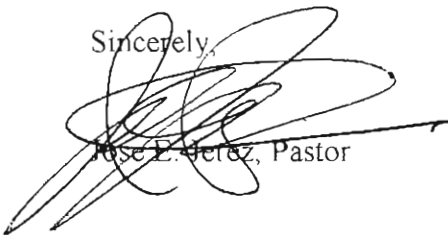
We are addressing to respectfully request a permit to hold a rummage sale in the yard of our church at 1241 S. Oak Park Avenue, The dates we are requesting May 13<sup>th</sup> & 14<sup>th</sup> from 8 Am to 4 PM. In the event of rain or inclement weather we will hold the event on the 20<sup>th</sup> and 21<sup>st</sup> of May at the same time.

Please, advise us of your decision. Our phone number is: 708-956-7412;

Our Pastor's email is: [iglesiaunidadeberwyn@yahoo.com](mailto:iglesiaunidadeberwyn@yahoo.com)

Thanks for your attention to this request.

Sincerely,



José E. Pérez, Pastor



## Request for Block Party & Guidelines

City of Berwyn  
Thomas J. Pavlik, City Clerk

[tpavlik@ci.berwyn.il.us](mailto:tpavlik@ci.berwyn.il.us)  
[lguerrier@ci.berwyn.il.us](mailto:lguerrier@ci.berwyn.il.us)

Date: 4/22/16

Mayor Lovero & Members of the Berwyn City Council

Re: Block Garage Sale located at **1400** block of **Cuyler**

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block garage sale on the **1400** block of **Cuyler**. The residents request permission to hold the event on the **6/25/2016 with a rain date of 6/26/2016**. We are aware of the ordinance regarding block sales and will abide by all of them.

Thank you for your consideration.

1432	1428	1426
1400	1410	1424
1403	1406	1422
1427	1434	1412
1440	1447	1423
1417	1421	1430
1446	1442	1439
1425		



## Request for Block Party & Guidelines

City of Berwyn  
Thomas J. Pavlik, City Clerk

[tpavlik@ci.berwyn.il.us](mailto:tpavlik@ci.berwyn.il.us)  
[lguerrier@ci.berwyn.il.us](mailto:lguerrier@ci.berwyn.il.us)

Date: 4/22/16

Mayor Lovero & Members of the Berwyn City Council

Re: Block Garage Sale located at **1800** block of **Wenonah**

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block garage sale on the **1800** block of **Wenonah**. The residents request permission to hold the event on the **7/23/2016 with a rain date of 7/30/2016**. We are aware of the ordinance regarding block sales and will abide by all of them.

Thank you for your consideration.

1839	1834	1847
1841	1838	1851
1811	1840	1848
1833	1835	1827
1825	1830	1826
1815	1845	1844
1803	1821	1826
1807	1849	1826
1804	1820	1824
1826	1813	1837