

AGENDA
BERWYN CITY COUNCIL
REGULAR MEETING
DECEMBER 23, 2014
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 Council Meeting and COW held on December 9, 2014 Pg 2
- D. Bid Openings
- E. Berwyn Development Corp., Berwyn Township/Health District
- F. Reports from the Mayor
 - 1. Proclamation - Ruperto J. (RJ) Alejandro – Eagle Scout Pg 10
 - 2. Proclamation - Alexander M. De Rouin – Eagle Scout Pg 11
 - 3. Proclamation - Joseph Ferrara – Eagle Scout Pg 12
 - 4. Proclamation - John Villareal – Eagle Scout Pg 13
- G. Reports from the Clerk
 - 1. Approval of Closed COW Minutes of September 23, October 14, November 12 & 25, 2014 Pg 14
- H. Zoning Boards of Appeals
 - 1. Request for Conditional Use – Rooftop Antenna Installation – 6744-6750 W. 21st Street/Ordinance Pg 15
- I. Reports from the Aldermen, Committees and Board
 - 1. Alderman Fejt – Building, Zoning and Planning Meeting Minutes of 10/29/14 Pg 26
- J. Reports from the Staff
 - 1. City Administrator/Special Counsel – Memorandum of Understanding between the City of Berwyn and the City of Berwyn Fire Pension Board/Ordinance Pg 27
 - 2. Administrative Assistant – Renewal of Excess Workers’ Compensation Insurance Pg 42
 - 3. Administrative Assistant – Renewal of Third Party Administrative Services Agreement Pg 43
 - 4. City Attorney – Authorization and payment of Executive Session Settlement Agreement Pg 51
 - 5. Finance Director – Surplus Property Auction Sale Pg 52
 - 6. Assistant Finance Director – Water Rate Increase Ordinance Pg 53
 - 7. Public Works Director - Recommendation to Approve the Purchase of a 2015 Pickup Truck and snow plow for the Recreation Department Pg 56
- K. Consent Agenda
 - 1. Payroll – 12/17/14 \$1,160,436.22 Pg 57
 - 2. Payables – 12/23/14 \$486,336.68 Pg 58
 - 3. Block Party Request: 6700 block of West 21st Street – Deny Pg 64

_____ - Thomas J. Pavlik, City Clerk

In accordance with the provisions of the Americans with disabilities Act, any individual in the need of a reasonable accommodation in order to participate in or benefit from attendance at a City of Berwyn public meeting should contact Clerk Thomas J. Pavlik at (708) 788-2660 as early in advance as possible.

CH

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
December 9, 2014

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, and Laureto. Absent: Avila. Thereafter, Laureto made a motion, seconded by Santoy, to excuse Avila. The motion carried by a voice vote.
2. The Pledge of Allegiance was recited and a moment of silence was given for the duly departed and for the men and women protecting our safety on the streets of Berwyn, in the Armed Forces, for all Veterans. The Mayor stated that Illinois State Comptroller, Judy Baar Topinka was rushed to MacNeal Hospital this evening and that we keep her in our thoughts and prayers.
3. The Open Forum portion of the meeting was announced. Alderman Chapman invited all to attend the Deck the Depot event on Saturday, December 13, 2014 from 5-9pm.
4. Minutes of the regular Berwyn City Council meeting and Committee of the Whole held November 25, 2014, were submitted. Thereafter, Chapman made a motion, seconded by Boyajian, to concur, approve as submitted and place same on file for audit. The motion carried by a voice vote.
5. Chapman made a motion, seconded by Boyajian, to suspend the rules and bring forward agenda item J-2. The motion carried by a voice vote. Item J-2 is a communication from Fire Chief Denis O' Halloran regarding an Honorable Mention for Telecommunications Operators for their actions in the Berwyn 911 Center on November 11, 2014, during the explosion and fire that occurred at Turano's Bakery in Oak Park. The Mayor recognized Curtis Nekovar who gave a presentation and played real time tapes of the 911 calls. Heather Pierce of Power Phone presented Jennifer Owens with an accommodation. The Mayor then recognized Jennifer Owens, Gina Plastiak and supervisor Carol Folkers and presented Honor Mention Awards. Thereafter, Chapman made a motion, seconded by Laureto, to accept as informational, with thanks. The motion carried by a voice vote.

BERWYN CITY COUNCIL MINUTES
December 9, 2014

6. The Berwyn Development Corporation submitted a communication regarding a Commercial Loan Program and an attached ordinance entitled:

AN ORDINANCE AUTHORIZING THE APPROVAL OF BMO HARRIS BANK AS A PARTICIPATING BANK IN THE CITY OF BERWYN/BERWYN DEVELOPMENT CORPORATION BERWYN COMMERCIAL LOAN PROGRAM

Thereafter, Chapman 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 a unanimous roll call vote.

7. The Berwyn Development Corporation submitted a communication regarding Storage Facility request for 7C tax abatement and an attached ordinance entitled:

AN ORDINANCE CONSENTING TO AN APPLICATION BY BERMAN LAPETINA ENTERPRISES, LLC FOR A CLASS 7C DESIGNATION PURSUANT TO COOK COUNTY'S REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

Thereafter, Laureto made a motion, seconded by Chapman, 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; Yea: Chapman, Boyajian, Santoy, Polashek and Laureto. Nay: Paul and Fejt. Absent: Avila.

8. The Mayor submitted a communication regarding the City of Berwyn being Recognized for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA). The Mayor then thanked and congratulated Finance Director Rasheed Jones, Assistant Ben Daish and the entire staff of the Finance Department for their diligent work throughout the year. Thereafter Chapman made a motion, seconded by Boyajian, to accept as informational. The motion carried by a voice vote.
9. The City Clerk submitted a resolution regarding release of the closed Committee of the Whole Minutes. Thereafter, Polashek made a motion, seconded by Boyajian, to concur and **adopt** the resolution as submitted. The motion carried by a voice vote.
10. The City Attorney submitted a communication regarding the settlement of Case No. 12 WC 002338. Boyajian made a motion, seconded by Polashek, to excuse Chapman from vote. The motion carried by a voice

BERWYN CITY COUNCIL MINUTES
December 9, 2014

vote. Thereafter, Boyajian made a motion, seconded by Laureto, to concur and approve for payment in an amount not to exceed \$50,617.99. The motion carried by the following call of the roll; Yea: Boyajian, Paul, Fejt, Santoy, Polashek and Laureto. Excused: Chapman. Absent: Avila.

11. The Finance Director submitted a communication regarding the 2014 Tax Levy and an attached ordinance entitled:

AN ORDINANCE LEVYING TAXES FOR GENERAL CORPORATE AND SPECIAL PURPOSES FOR THE TAX YEAR 2014, FISCAL YEAR BEGINNING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015 FOR THE CITY OF BERWYN, COOK COUNTY, 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 the following call of the roll; Yea: Chapman, Boyajian, Santoy and Laureto. Nay: Paul, Fejt and Polashek. Absent: Avila.

12. The Finance Director submitted a communication regarding the 2014 Tax Levy Abatement Ordinance 2007A and an attached ordinance entitled:

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2014 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2007A, OF THE CITY OF BERWYN, COOK COUNTY, 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 Finance Director submitted a communication regarding the 2014 Tax Levy Abatement Ordinance 2008 and an attached ordinance entitled:

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2014 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2008, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS

Thereafter, Chapman made a motion, seconded by Laureto, to concur, **adopt** the ordinance as presented and authorize the corporate

BERWYN CITY COUNCIL MINUTES
December 9, 2014

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

14. The Finance Director submitted a communication regarding the 2014 Tax Levy Abatement Ordinance 2009 (October) and an attached ordinance entitled:

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2014 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2009 (OCTOBER), OF THE CITY OF BERWYN, COOK COUNTY, 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.

15. The Finance Director submitted a communication regarding the 2014 Tax Levy Abatement Ordinance 2009 (December) and an attached ordinance entitled:

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2014 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2009 (DECEMBER), OF THE CITY OF BERWYN, COOK COUNTY, 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.

16. The Finance Director submitted a communication regarding the 2014 Tax Levy Abatement Ordinance 2010 and an attached ordinance entitled:

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2014 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2010, OF THE CITY OF BERWYN, COOK COUNTY, 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
December 9, 2014

17. The Finance Director submitted a communication regarding the 2014 Tax Levy Abatement Ordinance 2011 and an attached ordinance entitled:

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2014 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2011, OF THE CITY OF BERWYN, COOK COUNTY, 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.

18. The Finance Director submitted a communication regarding the 2014 Tax Levy Abatement Ordinance 2012A and an attached ordinance entitled:

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2014 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2012A, OF THE CITY OF BERWYN, COOK COUNTY, 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.

19. The Finance Director submitted a communication regarding the 2014 Tax Levy Abatement Ordinance 2013A and an attached ordinance entitled:

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2014 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE CITY OF BERWYN, COOK COUNTY, 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
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20. The Finance Director submitted a communication regarding the 2014 Tax Levy Abatement Ordinance 2014A and an attached ordinance entitled:

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2014 TAX LEVY FOR THE GENERAL OBLIGATION BONDS, SERIES 2014A, OF THE CITY OF BERWYN, COOK COUNTY, 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.

21. The Finance Director submitted a communication regarding the 2014 Supplemental Appropriation and an attached ordinance entitled:

AN ORDINANCE SUPPLEMENTING AND AMENDING THE CITY OF BERWYN'S 2014 ANNUAL APPROPRIATION ORDINANCE 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.

22. The Finance Director submitted a communication regarding the 2014 Budgetary Transfer and an attached ordinance entitled:

AN ORDINANCE AUTHORIZING THE TRANSFER OF PREVIOUSLY APPROPRIATED FUNDS TO DIFFERENT DEPARTMENTS OR SEPARATE AGENCIES OF THE CITY OF BERWYN, 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.

23. The consent agenda, items K-1 through K-4 were submitted:

1. Payroll – 12/3/14 \$1,016,565.88 - Approve
2. Payables – 12/10/14 \$1,638,307.09 – Approve


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3. Collections and Licensing for the month of November, 2014
4. Building and Local Improvements Permits issued for the month of November, 2014

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

24. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Boyajian, to adjourn at the hour of 8:45 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk

**MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
December 9, 2014**

1. Mayor Lovero called the Committee of the Whole to order at 6:30 p.m.; upon the call of the roll the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek and Laureto. Absent: Avila. Thereafter, Laureto made a motion, seconded by Santoy, to excuse Alderman Avila. The motion carried by a voice vote.
2. The Mayor recognized Finance Director Rasheed Jones, who reviewed Budgetary Amendments, item J-13 and J-14 on tonight's City Council agenda. Jones distributed revised ordinance with exhibits detailing increased revenues over budgeted amounts and expenses for same.
3. The Mayor asked if there were any questions or comments about any other agenda items. Alderman Polashek questioned item J-3, the 2014 Tax levy and what the 17 million in the Corporate Fund was to be used for. Jones replied that it is basically the operating fund (General Fund) of the City. Alderman Paul questioned the amount of the levy increase will go towards health coverage cost. Jones replied there was an increase in health coverage costs, but he did not have that specific amount available and would need to double check the records in his office.
4. The Mayor requested a motion to close the Committee of the Whole for pending litigation, real estate and review of closed session minutes. Thereafter, Boyajian made a motion, seconded by Chapman, to close the Committee of the Whole at 6:43 p.m. The motion carried.
5. A motion was made in closed session by Laureto, seconded by Boyajian, to re-open the Committee of the Whole at 7:24 p.m. The motion carried.
6. There being no further business to come before the Committee of the Whole, the Mayor entertained a motion to adjourn. Thereafter, a motion was made by Santoy, seconded by Laureto, to adjourn the Committee of the Whole at 7:24 p.m. The motion carried.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk



A Century of Progress with Pride

PROCLAMATION

WHEREAS, Ruperto J. (RJ) Alejandro started along the path to earning the status of Eagle Scout as a Cub Scout while attending St. Leonard Parish School. In 2007, he became a full-fledged scout; and

WHEREAS, RJ has held many leadership positions within his troop including Chaplain's Aid, Patrol Leader, and Assistant Senior Patrol Leader; and

WHEREAS, RJ during his scouting has also earned twenty-five badges that enabled him to achieve the rank of Eagle Scout; and

WHEREAS, RJ through scouts was able to contribute many hours of community service, learned survival skills, and learned to read a map, use a compass, water ski, archery and hike; and


WHEREAS, RJ as his Eagle Project gave back to the community by cleaning up the Waggin Tails Animal Shelter in Cicero helping provide a comfortable and clean environment for the many homeless animals from Cicero and Berwyn ; and

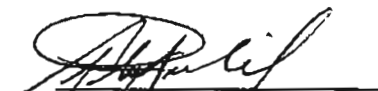
WHEREAS, RJ will be receiving the Eagle Award, the highest rank a Boy Scout can achieve, on December 28, 2014; and

WHEREAS, RJ is an excellent example for the youth of our community, representing the fine qualities the Boy Scouts strive to instill in young men;

NOW, THEREFORE, let it be proclaimed, that Mayor Robert J. Lovero and the City Council of Berwyn congratulate Ruperto J. Alejandro on achieving the highest level of Eagle Scout and wish him the best of luck in all his future endeavors.

Entered upon the records of the City of Berwyn this 23rd day of December 2014.


Robert J. Lovero
Mayor


Thomas J. Pavlik
City Clerk



A Century of Progress with Pride

PROCLAMATION

WHEREAS, Alexander M. De Rouin started along the path to earning the status of Eagle Scout as a Tiger Cub with Pack 32 as a first grader. During the next four years he would attend yearly Blue and Gold dinners, Pine Wood Derbies, museums and finally a winter camping trip with Boy Scout Troop 32; and

WHEREAS, Alex earned twenty-three merit badges, and the Ad Altare Dei and Pope Pius XII religious medals. He was also inducted into the Order of the Arrow, a service orientated group in scouting; and

WHEREAS, Alex during his scouting career held numerous leadership positions including Chaplain's Aid, Patrol Leader, Assistant Senior Patrol Leader, and is currently an Assistant Junior Scoutmaster; and

WHEREAS, Alex is currently a senior at Fenwick High School where he runs cross country and track; and

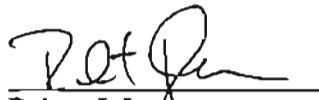
WHEREAS, Alex, for his Eagle Service Project, designed, built and transported eight wheelchair accessible planter boxes for Cantata Adult Life Services. Thirty-two scouts contributed over three hundred and forty-seven hours toward the project. The boxes were constructed using leftover wood from The Moving Wall visit that the Berwyn Park District and Frank Amaro from the Italian American Veterans donated; and

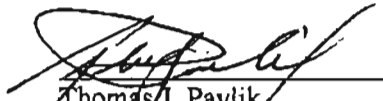
WHEREAS, Alex will be receiving the Eagle Award, the highest rank a Boy Scout can achieve, on December 28, 2014; and

WHEREAS, Alex is an excellent example for the youth of our community, representing the fine qualities the Boy Scouts strive to instill in young men;

NOW, THEREFORE, let it be proclaimed, that Mayor Robert J. Lovero and the City Council of Berwyn congratulate Alexander M. De Rouin on achieving the highest level of Eagle Scout and wish him the best of luck in all his future endeavors.

Entered upon the records of the City of Berwyn this 23rd day of December 2014.


Robert J. Lovero
Mayor


Thomas J. Pavlik
City Clerk

F-3

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

PROCLAMATION

WHEREAS, Joseph Ferrara started along the path to earning the status of Eagle Scout as a Cub Scout with Pack 32. He advanced through Cub Scouts and Webelos before crossing over to Boy Scout Troop 32; and

WHEREAS, Joseph earned the following Catholic medals: Light of Christ, Parvoli Dei, Ad Altare Dei and Pope Pius XII; and

WHEREAS, Joseph during his scouting was able to be challenged and rewarded during a trip to Philmont Scout Ranch in Cimarron, New Mexico where he alongside his father, a troop leader, and fellow scouts faced both physical and mental challenges as they embarked on their journey through the Rocky Mountain Range; and

WHEREAS, Joseph outside of scouting has played football with the Berwyn Mustangs, played football at St. Patrick High School and was also an active member of the school book club; and

WHEREAS, Joseph enjoys fishing with his father and grandfather and attending Blackhawk games and live music performances; and

WHEREAS, Joseph currently is a student at Wright College where he works part-time in the IT Department and is taking this time to examine his interests as he decides his future career path; and


WHEREAS, Joseph, for his Eagle Service Project, offered his assistance in restoring the lampposts at Proksa Park. It took one hundred hours, and plenty of help from family, friends, and fellow scouts and leaders. The restoration was completed in August 2014 before the arrival of the Moving Wall; and


WHEREAS, Joseph will be receiving the Eagle Award, the highest rank a Boy Scout can achieve, on December 28, 2014; and

WHEREAS, Joseph is an excellent example for the youth of our community, representing the fine qualities the Boy Scouts strive to instill in young men;

NOW, THEREFORE, let it be proclaimed, that Mayor Robert J. Lovero and the City Council of Berwyn congratulate Joseph Ferrara on achieving the highest level of Eagle Scout and wish him the best of luck in all his future endeavors.

Entered upon the records of the City of Berwyn this 23rd day of December 2014.


Robert J. Lovero
Mayor


Thomas J. Pavlik
City Clerk



A Century of Progress with Pride

PROCLAMATION

WHEREAS, John Villareal started along the path to earning the status of Eagle Scout in second grade as a Cub Scout before crossing over to Boy Scout Troop 32; and

WHEREAS, John truly began his love for scouting during his first summer at Owasippe Scout Reservation in July of 2008. His positive experience at the camp led him to return in 2010 and 2011 as a counselor in training. The next two years, John worked at the ecology conservation area until he would move on to become the director in 2014. While on staff he developed an excellent work ethic, learned what he wanted to do with his life, taught hundreds of scouts merit badges, and met some of his best friends; and

WHEREAS, John was recognized for his dedication and hard work at the camp receiving many awards including Under 18 Staff Man of the Year in 2012 and the Cook County Sheriff's Youth Service Medal of Honor ; and

WHEREAS, John has held many leadership positions within his troop including Quartermaster, Senior Patrol Leader and Venture Crew President; and

WHEREAS, John during his scouting has earned the Paul Bunyan Woodsman Award, the World Conservation Award, Ad Altare Dei and Pius XII religious medals, and the Snorkeling BSA certifications; and

WHEREAS, John attended Saint Ignatious College Prep where he expanded his involvement in his spiritual life through Youth Ministry while also participating in track, cross country, and wrestling; and


WHEREAS, John is currently attending the University of Colorado Boulder for their Environmental Studies program. His is also involved in the sustainability group on campus, Zeta Beta Tau fraternity and sometimes practices with the wrestling team; and

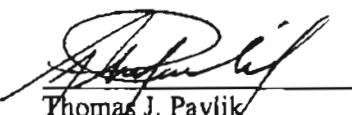
WHEREAS, John will be receiving the Eagle Award, the highest rank a Boy Scout can achieve, on December 28, 2014; and

WHEREAS, John is an excellent example for the youth of our community, representing the fine qualities the Boy Scouts strive to instill in young men;

NOW, THEREFORE, let it be proclaimed, that Mayor Robert J. Lovero and the City Council of Berwyn congratulate John A. Villareal on achieving the highest level of Eagle Scout and wish him the best of luck in all his future endeavors.

Entered upon the records of the City of Berwyn this 23rd day of December 2014.


Robert J. Lovero
Mayor


Thomas J. Pavlik
City Clerk



A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675
www.berwyn-il.gov

Date: December 19, 2014

To: Mayor and City Council

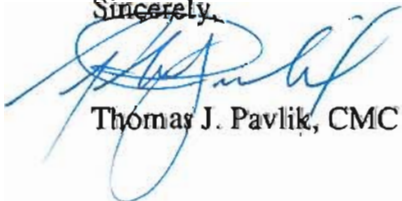
From: Tom Pavlik, City Clerk

Re: Approval of Closed COW Minutes of September 23, October 14, November 12 and
November 25, 2014

Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of
September 23, October 14, November 12 and November 25, 2014 as reviewed in Closed
Session on December 9, 2014.

Sincerely,



Thomas J. Pavlik, CMC

HL

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

A CENTURY OF PROGRESS WITH PRIDE

6700 W 26th Street • Berwyn, IL 60402 • Ph: (708) 788-2660 • Fax: (708) 788-2675 • Berwyn-IL.gov

Zoning Board of Appeals

Dominick Castaldo
Joel Chrastka
Douglas Walega
Richard F. Bruen, Jr.
Lance C. Malina
Don Miller
Alicia M. Ruiz

December 17, 2014

Re: Request for Conditional Use – Rooftop Antenna Installation – 6744-6750 W. 21st Street

Mayor Lovero and Members of the City Council:

Attached for your consideration are Findings of Fact from the Zoning Board of Appeals relative to a request for a Conditional Use filed by Petitioner T-Mobile, as well as an Ordinance approving the requested Conditional Use for property located at 6744-6750 W. 21st Street. The Property is located in the B-2 Two-Family Residential Zoning District, where an antenna installation/public service use requires a conditional use in order to locate at the Property, pursuant to Section 1252.02 of the Zoning Code of the City of Berwyn (“Zoning Code”).

Attached to the Findings of Fact are Exhibits from the Public Hearing.

The recommendation of the ZBA in this matter was to APPROVE the request for a Conditional Use on a vote of 4-0.

Respectfully,

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

CITY OF BERWYN

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A CONDITIONAL USE FOR AN ANTENNA
INSTALLATION/PUBLIC SERVICE USE ON A ROOFTOP IN THE B-2 TWO-FAMILY
RESIDENTIAL ZONING DISTRICT AT
6744-6750 W. 21ST STREET, BERWYN, ILLINOIS**

WHEREAS, a request seeking a conditional use to locate an antenna installation/public service use on a rooftop of a four-story multi-family residential building located at 6744-6750 W. 21st Street, Berwyn, Illinois, (the "Subject Property"), in the B-2 Two-Family Residential Zoning District, was filed by T-Mobile (the "Applicant") with the City of Berwyn; and

WHEREAS, an antenna installation/public service use requires a conditional use in the B-2 Two-Family Residential Zoning District pursuant to the Zoning Code of the City of Berwyn ("Zoning Code"); and

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

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

WHEREAS, on December 16, 2014, the Board of Appeals held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Board of Appeals recommended approval of the Application by a vote of 4-0, all as set forth in the Findings and Recommendation of the Board of Appeals in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B**; and

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

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

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

Section 2: Approval of Conditional Use for a Wireless Antenna Installation/Public Service Use. The City Council, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves a conditional use permit for locating an antenna installation/public service use on the rooftop of a four-story multi-family residential building in the B-2 Two-Family Residential Zoning District on the Subject Property located at 6744-6750 W. 21st Street, Berwyn, Illinois, as legally described in **Exhibit A.**

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

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

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

PASSED this ____ day of _____ 2014.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2014.

Robert J. Lovero, Mayor

ATTEST:

Thomas J. Pavlik, City Clerk

Published by me in pamphlet form this ____ day of _____, 2014.

Thomas J. Pavlik, City Clerk

EXHIBIT A

LOT 485 IN BERWYN MANOR, BEING A SUBDIVISION OF THE SOUTH EAST ¼ OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-19-416-015-0000

COMMONLY KNOWN AS: 6744-6750 W. 21ST STREET, BERWYN, ILLINOIS

EXHIBIT B

**FINDINGS OF FACT
(ATTACHED)**

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Thomas J. Pavlik, Clerk of the City of Berwyn, in the County of Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A CONDITIONAL USE FOR AN ANTENNA
INSTALLATION/PUBLIC SERVICE USE ON A ROOFTOP IN THE B-2 TWO-FAMILY
RESIDENTIAL ZONING DISTRICT AT
6744-6750 W. 21ST STREET, BERWYN, ILLINOIS**

which Ordinance was passed by the City Council of the City of Berwyn at a Regular City Council Meeting on the ___ day of _____, 2014, at which meeting a quorum was present, and approved by the Mayor of the City of Berwyn on the ___ day of _____, 2014.

I further certify that the vote on the question of the passage of said Ordinance by the City Council of the City of Berwyn was taken by Ayes and Nays and recorded in the minutes of the City Council of the City of Berwyn, and that the result of said vote was as follows, to-wit:

- AYES: _____
- NAYS:
- ABSENT:

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Berwyn, this ___ day of _____, 2014.

City Clerk

[SEAL]

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

December 16, 2014

APPLICATION: For a Conditional Use to Locate a Commercial Antenna Installation/Public Service Use on a Rooftop in the B-2 Two-Family Residential Zoning District at 6744-6750 W. 21st Street, Berwyn, Illinois.

PETITIONER: T-Mobile

PROPERTY: 6744-6750 W. 21st Street, Berwyn, Illinois (the "Property")

SUMMARY OF REQUEST AND RECOMMENDATION: The City of Berwyn has received a request from Petitioner T-Mobile ("Petitioner") for a conditional use to locate a commercial antenna installation/public service use on the rooftop of a residential building within the B-2 Two-Family Residential Zoning District at 6744-6750 W. 21st Street. Antenna installations/public service uses require a conditional use in order to locate at the Property, pursuant to Section 1252.02 of the Zoning Code of the City of Berwyn ("Zoning Code").

Following a public hearing held on December 16, 2014, the Zoning Board of Appeals of the City of Berwyn ("ZBA") recommended approval of the requested conditional use on a vote of 4-0.

BACKGROUND: On the Property is an existing four-story multi-family residential building. Petitioner proposes to mount antennas on the roof of the building.

Staff determined that a conditional use was required pursuant to the use provisions of the Zoning Code. Petitioner then filed an application requesting that the ZBA grant a conditional use to allow the proposed use at the Property.

PUBLIC HEARING: At the public hearing on Petitioner's conditional use request held on December 16, 2014, Gregory DiBona, a representative of Petitioner, was sworn and gave testimony. Mr. DiBona described the need for additional antennas due to problems with reception in the area of 22nd and Oak Park Avenue. T-Mobile seeks to improve service in Berwyn. More customers create the need for more antennas.

T-Mobile works with its agent, InSite Realty, for ways to correct the problem. The building on the Property was identified as the best option in the area, in part due to its height of four (4) stories.

Coverage maps with and without the proposed antenna installation were introduced into evidence, as was an exhibit that showed existing and proposed views of the building with and without the installation, and a site plan relative to the installation.

T-Mobile is requesting the conditional use for twelve (12) antennas, with six (6) to be installed at this time. Related equipment will be in the basement of the building on the Property. T-Mobile will paint the frames on which the antennas will be installed and the antennas themselves to match the building. When the additional antennas are installed, they will go on the existing three (3) frames on the roof from the initial installation. The building has a parapet wall on three (3) sides.

T-Mobile will have a lease with the owner of the Property for a series of five (5) year terms totaling 25-30 years. Under the lease, T-Mobile will be responsible for damage caused by its equipment. T-Mobile carries liability insurance. Equipment mounted in a similar fashion is common throughout Chicagoland.

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

Exhibits marked during the course of the Public Hearing included: Exhibit 1, the published legal notice regarding the public hearing, and accompanying Certification of Publication. Exhibit 2 consisted of the full application for the relief sought by Petitioner. Exhibit 3 consisted of two (2) maps showing T-Mobile coverage in the area with and without the proposed antenna installation. Exhibit 4 consisted of a series of photos of the building on the Property, including depictions of the roof with and without the proposed antenna installation. Exhibit 5 consisted of site plans.

The Area Investigator appointed in this matter was ZBA member Alicia Ruiz. Member Ruiz discussed her investigation, including her meeting with Mr. DiBona on behalf of Petitioner T-Mobile. She noted that the request is essentially identical to the recent T-Mobile request approved on 31st Street.

The other members of the ZBA each then in turn expressed their views on the proposed conditional use.

Member Ruiz made a motion to recommend to the City Council that it approve the request of Petitioner for a conditional use to install an antenna structure/public service use on the rooftop of the four-story multi-family residential building located at 6744-6750 W. 21st Street. The motion was seconded by Member Bruen. The vote on the motion was four (4) in favor and zero (0) against.

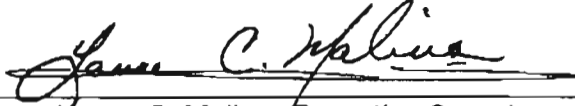
FINDINGS: The ZBA makes the following Findings as to the proposed Conditional Use:

- (A) The proposed use and development at the particular location requested is necessary or desirable, provides a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood

or community. The ZBA felt that Petitioner's proposed use would provide a valuable community benefit in the form of increased wireless network coverage. The testimony of Petitioner's representative established the need for the use and the benefits to be provided to the community.

- (B) The proposed use and development will, under the circumstances of the particular case, not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. The members of the ZBA felt the proposed use would benefit the general community by providing a needed service, would comply with FCC and State and local regulations, and would have no negative impact on the area.
- (C) The proposed use and development will be in harmony with the general and specific purposes for which the Zoning Code was enacted, and for which the regulations of the district in question were established, and with the general purpose and intent of the Official Comprehensive Plan. The members of the ZBA felt that the proposed use would provide a benefit to residential and commercial areas in the vicinity of the Property, and was otherwise consistent with the goals and purposes of the Zoning Code.
- (D) The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property. The proposed use will complement the existing and planned commercial and residential uses in the immediate vicinity by providing increased wireless network coverage, and will not interfere with the use and development of nearby properties. The height of the building and parapet walls of the building will help limit the visibility of the installation at street level, and the installation will be painted to match the building.
- (E) The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries and schools, or the applicant will provide adequately for the services. The public facilities and services necessary to serve the proposed use are already in place.
- (F) The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. The proposed use will have no impact on traffic.
- (G) The proposed use and development will be served by parking areas that are of adequate size, properly located and suitably screened from adjoining residential uses. The proposed use will not require any parking.
- (H) The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance. The proposed antenna installation will be on an existing rooftop location, and the frames and antenna installations will be painted to match the building color.
- (I) The proposed use and development will comply with the regulations and conditions specified in the Zoning Code for the use.

RECOMMENDATIONS: Based upon the foregoing Findings, the ZBA, by a vote of 4-0, recommends to the Mayor and City Council that the conditional use requested by Petitioner T-Mobile for locating an antenna installation/public service use on the rooftop of an existing building at 6744-6750 W. 21st Street, Berwyn, Illinois, in the B-2 Two-Family Residential Zoning District, be approved.

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



A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6404 Fax: (708) 788-2675
www.berwyn-il.gov

To: Mayor Lovero and City Council
From: Alderman Robert Fejt, Chairman BZP
Subject: Building, Zoning, Planning Meeting – 10/29/14
Date: December 19, 2014

The Building-Zoning-Planning meeting was held on October 29, 2014 at 5:30pm at City Hall.

In attendance were Ald. Fejt, Ald. Santoy, Ald. Laureto and Building Director, Charles Lazzara.

Items discussed were: building setback; square footage of dormers; and height of buildings.

Discussion took place of the setback ordinance of dormers and it was agreed upon the current ordinance would be followed. **All 2nd floor dormers are to have a six (6) ft. setback. All members and Building Director Charles Lazzara agreed to follow current code.**

Square footage of dormers was discussed and no decision was reached. All agreed we should have further on discussion regarding only allowing 400 square feet.

Building height was discussed and no changes will take place. The current ordinance will stay in place.

The meeting adjourned 6:20pm.

Respectfully submitted,

Ald. Robert Fejt,
Chairman

J-1

The City of Berwyn



Brian L. Pabst
City Administrator

A Century of Progress with Pride

Date: December 23, 2014

To: Mayor and City Council

From: Brian Pabst – City Administrator and Mr. James Vasselli – Special Counsel

Re: Memorandum of Understanding (MOU) between the City of Berwyn and the City of Berwyn Fire Pension Board

As previously discussed with the City of Berwyn, Illinois Corporate Authorities, and as so approved, by the same, the City intends to enter into a Memorandum of Understanding (“MOU”) with the City’s Fire Pension Board. Pursuant to this MOU, the City will endeavor to issue Bonds to supplement Pension payments, in consideration of the foregoing, and the Pension Boards agree to not report the City to the Illinois State Comptroller to extract the City’s allotment of State grants to the monies paid to deficiencies of to the pension funds. Staff and consultants strongly recommend approving this matter. It has been approved by the City’s Fire Pension Board.

Recommendation: Approve the attached ordinance authorizing and approving the Memorandum of Understanding with the Berwyn Fire Pension Fund regarding pension funding obligations for the City of Berwyn, Cook County, State of Illinois.

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM
OF UNDERSTANDING WITH THE BERWYN FIRE PENSION FUND
REGARDING PENSION FUNDING OBLIGATIONS 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 _____ 2014.

ORDINANCE _____

AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BERWYN FIRE PENSION FUND REGARDING PENSION FUNDING OBLIGATIONS 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 City Council (collectively, the “Corporate Authorities”) are committed to protecting the health, safety and welfare of the City and its residents; and

WHEREAS, the Berwyn Fire Pension Fund (“Fire Pension Fund”) is a pension fund located in the City of Berwyn, County of Cook, State of Illinois; and

WHEREAS, the Fire Pension Fund is duly organized, existing and created under the laws of the State of Illinois and currently operating under the provisions of the Illinois Pension Code (the “Pension Code”) (40 ILCS 5/4-101, *et seq.*), and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the City established the Fire Pension Fund and annually levies a tax for the Fire Pension Fund as required by Section 5/4-118 of the Pension Code; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the “Act”) authorizes public agencies, which includes units of local government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies; and

WHEREAS, the Act also authorizes public agencies to enter into a memorandum of understanding with other public agencies; and

WHEREAS, there exists a certain intergovernmental agreement entitled Memorandum of Understanding Between the City of Berwyn and the Berwyn Fire Pension Fund (the “MOU”), attached hereto as Exhibit A; and

WHEREAS, Section 5/4-118 of the Pension Code requires the City to achieve a funding level of no less than ninety percent (90%) by 2040 (the “Funding Level”); and

WHEREAS, the City issued approximately \$15.0 million in bonds (the “Bonds”) for a span of approximately ten (10) years with a final issuance in this ten (10) year span to satisfy the Funding Level requirement for the Fire Pension Fund; **and**

WHEREAS, the parties desire to enter into this MOU to memorialize the manner in which the amounts received by the City from the issuance of the Bonds have been and will be distributed to the Fire Pension Fund **and to** further memorialize the intent of the City to continue to levy in order to meet the Funding Level requirements of the Fire Pension Fund; **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 enter into the MOU with the Fire Pension Fund; **and**

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

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

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to execute, enter into and approve the MOU with terms substantially similar to the terms set forth in Exhibit A.

Section 3. The MOU is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor and the City Attorney (“Attorney”).

Section 4. The Attorney is hereby authorized to negotiate additional terms of the MOU as needed and undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

Section 5. The Mayor is hereby authorized and directed to execute the MOU, with such insertions, omissions and changes as shall be approved by the Mayor and the Attorney. The City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 6. All prior actions of the City’s officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

Section 7. The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and

deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this -
 ____ day of _____ 2014, pursuant to a roll call vote, as follows:

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

APPROVED this ____ day of _____ 2014.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BERWYN AND
THE BERWYN FIRE PENSION FUND**

This Memorandum of Understanding (the "MOU") is made this _____ day of _____, 2014 (the "Effective Date") by and between the City of Berwyn, an Illinois Municipal Corporation (the "City") and the Berwyn Fire Pension Fund, an Illinois Pension Fund (the "Fire Pension Fund") (collectively, the City and the Fire Pension Fund may, for convenience purposes only, be hereinafter referred to as the "Parties" or, either individually, as a "Party").

RECITALS

WHEREAS, the City is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois located in Cook County, Illinois, having its principal office at 6700 West 26th Street, Berwyn, Illinois 60402 and has the authority to exercise any power and perform any function pertaining to the governance of the City, including, but not limited to, entering into memorandums of understanding for the betterment of the public health, safety, and welfare of the City and its citizenry; and

WHEREAS, the Fire Pension Fund is a pension fund located in the City of Berwyn, County of Cook, State of Illinois duly organized, existing, and created under the laws of the State of Illinois, and currently operating under the provisions of the Illinois Pension Code (the "Pension Code") (40 ILCS 5/4-101, *et seq.*), and all laws amendatory thereof and supplementary thereto, having its principal office at the Berwyn Fire Department located at 6700 West 26th Street, Berwyn, Illinois 60402; and

WHEREAS, the City established the Fire Pension Fund and annually levies a tax for the Fire Pension Fund as required by Section 5/4-118 of the Pension Code; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, 1970, expressly permits the Parties to exercise, combine, or transfer their powers and functions, in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the "Act") authorizes public agencies, which includes units of local government, to jointly enjoy and/or exercise powers, privileges, functions, or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act also authorizes public agencies to enter into a memoranda of understanding with other public agencies; and

WHEREAS, currently the City wishes to appropriately fund the Fire Pension Fund; and

WHEREAS, to achieve a funding level of no less than ninety percent (90%) by 2040 (the "Funding Level") as required by Section 5/4-118 of the Pension Code, the City desires and intends to generally bi-annually issue approximately \$15.0 million in bonds (the "Bonds") for a span of approximately ten (10) years (e.g. on odd numbered years commencing on 2013 and running through 2025) with a final issuance in this ten (10) year span being issued with a par

value sufficient, in the discretion of the City, to satisfy the funding needs of the intent of this MOU (the "Issuance Schedule"), as set forth in Schedule A, attached hereto and incorporated herein as Schedule A; and

WHEREAS, the issuing of the Bonds in accordance with and pursuant to the Issuance Schedule, if such issuances are made, will result in achieving the Funding Level by approximately 2025 by paying over the proceeds of the Bonds to the Fire Pension Fund; and

WHEREAS, beginning in fiscal year 2016, if the City's tax levy payments to the Fire Pension Fund are delinquent by more than ninety (90) days, pursuant to Section 5/4-118(b-5) of the Pension Code, the Fire Pension Fund is allowed to intercept the City's grant of State funds by giving notice to the Illinois Comptroller that the City is delinquent; and

WHEREAS, the Parties acknowledge that the City deposited in accord with Schedule A; and

WHEREAS, the Parties desire to enter into this MOU to memorialize the manner in which the amounts received by the City from the issuance of the Bonds are intended to be distributed to the Fire Pension Fund; and

WHEREAS, the Parties find it is in their mutual best interests to enter into this MOU; and

WHEREAS, the Parties agree that the MOU will supplement the annual levy for Pension payments; and

NOW THEREFORE, for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound, covenant, and agree as follows:

MEMORANDUM OF UNDERSTANDING

1. **Issuance of the Bonds.** The City intends to issue the Bonds in accordance with the Issuance Schedule. The City intends to pay the Fire Pension Fund with the proceeds of the Bond issuance in addition to the annual tax levy requirements for each fiscal year. Nothing shall relieve the City from levying taxes for the Fire Pension Fund in accordance with its statutory obligation under 40 ILCS 5/4-118. The City issued a bond in 2013 in accordance with the Issuance Schedule and deposited in accordance with the payment Schedule (as defined below). The Parties acknowledge that the 2013 payment in accordance with the Payment Schedule has been made.

2. **Timeline of the Bond Payments.** The City intends on issuing the Bonds and paying over the proceeds of the Bonds to the Fire Pension Fund based on the following proposed payment schedule (the "Payment Schedule"), as set forth in Schedule B, attached hereto and incorporated herein, which is subject to change pursuant to the terms of this MOU.

3. **Early Funding.** If all issuances and payments are made, as set forth in the Issuance Schedule and the Payment Schedule, the Fire Pension Fund will satisfy the Funding

Level by approximately 2025, approximately fifteen (15) years prior to when the City is statutorily required to meet the Funding Level.

4. Forbearance.

Should the City continue to take the above described measures toward achieving adequate funding levels for the Fire Pension Fund in accordance with the Issuance and Payment Schedules (A & B), or mutually agreed upon versions of the same, the Fire Pension Fund agrees to forbear and be prohibited from seeking enforcement of pension contributions pursuant under 40 ILCS 5/4-118(b-5).

Should the City not take the above described steps to achieve the funding levels according to the Issuance and Payment Schedules (A & B), or mutually agreed upon versions of the same, the Fire Pension Fund agrees to forbear and be prohibited seeking enforcement of pension contributions with the Illinois Comptroller pursuant to 40 ILCS 5/4-118(b-5), so long as the City continues to otherwise abide by its annual statutory tax levy obligations contained under 40 ILCS 5/4-118.

Should the City fail to take the above described measures to achieve adequate funding levels through the bi-annual issuance of bonds and also fail to otherwise abide by its annual statutory tax levy obligations contained under 40 ILCS 5/4-118 the Fire Pension Fund reserves all rights afforded to the Fund, including, but not limited to, enforcement of contributions under 40 ILCS 5/4-118(b-5). However, notwithstanding the same, prior to seeking enforcement of pension contributions with the Illinois State Comptroller the Fire Pension Fund shall take reasonable measures to pursue alternative remedies with the City to allow the City to resolve delinquencies and cure defaults, which shall include a meeting amongst the City and Fire Pension Fund.

5. Actuarial Study. The City agrees that it will annually levy the amount provided in the actuarial study performed by the enrolled actuary for the Illinois Department of Insurance (the "IDI"). If the Parties dispute the proposed tax levy amount as determined by the IDI, then the Parties shall mutually agree to an actuary who shall perform an additional study (studies) as authorized by Section 5/4-118 of the Pension Code. If, at any time, the IDI ceases to perform said actuarial study, the Parties shall mutually agree to an actuary who shall perform an additional study (studies) and the resulting cost of that actuarial study shall be split equally between the Parties. This provision shall survive termination of this MOU.

6. Acknowledgment. The Parties acknowledge that the general operations of the City may deem it in the best interest of all parties to postpone the issuance of bonds in accordance with the attached Issuance Schedule. Under such circumstances, the City agrees to notify the Fire Pension Fund in writing of the intended delay, provide an explanation as to such intended delay and indicate the anticipated duration of the intended delay in bond issuances. The City shall not be considered in breach of this MOU in the event that it does not comply with the attached Issuance and Payment Schedules so long as it continues to otherwise materially adhere to its statutory funding obligations contained under 40 ILCS 5/4-118, or an amended Issuance and Payment Schedule agreed to in writing.

7. **Force Majeure.** Any delay or failure in the performance by the City hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this MOU, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the City, including but not limited to “acts of God.” fires, floods, explosions, riots, wars, tornadoes, hurricanes, sabotage terrorism, vandalism, accidents, environmental hazard spills, restraints of government, governmental acts, injunctions, labor strikes, or infrastructure deterioration that would impede on the City’s normal operations that prevent the City from issuing the Bonds in accordance with Issuance Schedule or payment of the proceeds of the Bonds in accordance with the Payment Schedule, and other like events that are beyond the reasonable anticipation and control of the City affected thereby, despite the City’s reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events, or occurrences, and which events or the effects thereof are not attributable to a City’s failure to perform its obligations under this MOU.

Under no circumstance shall any event described under this section relieve the City from its statutory obligation to annually levy taxes for the Fire Pension Fund under section 4-118 of the Illinois Pension Code.

This provision shall only apply to the non-compliance of the “Issuance Schedule” and “Payment Schedule” attached hereto as Schedule A and Schedule B. This provision shall not apply to the City’s obligation to levy taxes to fund the Pension Fund.

8. **Breach.** In the event of a breach of any of the terms of this MOU, the non-breaching Party shall first give notice to the breaching Party of such default. Thereafter, the Party alleged to be in breach shall either remedy the breach within fourteen (14) days or provide notice to the Party alleging the breach of why the MOU has not been breached. If the Party alleging the breach believes that the breach has not been remedied, it may file suit in the Circuit Court of Cook County, Illinois to enforce the terms of this MOU. Each party shall be responsible for their own attorneys fees and costs associated with any litigation that may ensue. The parties agree that a breach of the Issuance or Payment Schedule may be remedied by the Parties entering into a revised Schedule.

9. **General and Miscellaneous Provisions.**

a. **No Assignment of Claims.** Except as set forth herein, each Party warrants and represents to the other that it is the sole and lawful owner of all rights, title, and interests in and to every claim and other matter which it releases in this MOU and it has not previously assigned or transferred, or purported to do so, to any other person or entity, any rights, title, or interests in any such claim or other matter. In the event that such representation is false, and any such claim or matter is asserted against either Party by anyone who is the assignee or transferee of such a claim or matter, then the Party that assigned or transferred such claim or matter shall fully indemnify, defend, and hold harmless the Party against which such claim or matter is asserted and its or their successors from and against such claim or matter.

- b. Capacity and Authority. The Parties further warrant and represent to each other that each is duly organized and validly and presently existing in good standing under the laws of the State of Illinois, and each has authority to enter into this MOU and perform its obligations hereunder.
- c. Voluntary Undertaking; Legal Representation. The Parties acknowledge that this MOU is executed voluntarily by each of them, without duress or undue influence on the part of, or on behalf of, either of them. The Parties further acknowledge that they have had legal representation in the negotiation of, and in the performance of, this MOU by counsel of their choosing, and that they have read this MOU, have had it fully explained to them by their respective counsel, and that they are fully aware of, and understand the contents of, and the consequences and effect of, this MOU.
- d. Time. The Parties acknowledge and agree that time is of the essence with respect to this MOU and each and every provision set forth herein.
- e. Relationship; Cooperation Clause. Nothing contained in this MOU will be deemed to alter or modify the relationship between the Parties as it existed prior to the Effective Date of this MOU, or to cause any Party to be responsible in any way for the actions, liabilities, or obligations of the other Party in any manner other than as set forth explicitly in this MOU. The Parties agree to meet, cooperate and operation in “good faith” in the performance of the covenants of this Agreement.
- f. Modification. This MOU shall not be altered, modified, or supplemented, except by an instrument in writing; signed by each Party and which shall be approved by the respective governing boards of each Party. Any modification to this MOU which is not approved in writing in accordance with this paragraph shall be null and void.
- g. No Waiver. No waiver by either Party of any failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- h. Governing Law. This MOU and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois.
- i. Further Assurances. The Parties hereto agree to make, execute, and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants, and provisions of this MOU. The Board of Trustees of the City and the Board of Trustees of the Fire Pension Fund have or shall enact all necessary ordinances or resolutions to effectuate the terms of this MOU. All provisions of this MOU shall be carried out and discharged in full compliance with all applicable local, state, and federal laws.

j. Entire MOU. This MOU constitutes the entire MOU and understanding between the Parties regarding the subject matter thereto, and the Parties acknowledge and agree that there is no other memorandum of understanding, written, or oral, expressed or implied, between the Parties with respect to the subject matter of this MOU and the Parties declare and represent that no promise, inducement, or other memorandum of understanding not expressly contained in this MOU has been made conferring any benefit upon either of them.

k. Partial Invalidity. If any term or provision of this MOU or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this MOU or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

l. Binding Effect. This MOU shall be binding on and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, agents, representatives, successors, and assignees.

m. Incorporation of Recitals. The foregoing recitals are incorporated herein and are deemed material and integral terms, conditions, and provisions of this MOU.

n. Interpretation. This MOU shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in this MOU shall not be interpreted against any one Party. Neither Party, by entering into this MOU, waives any immunity provided by local, state, or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).

o. Headings. The headings of the paragraphs of this MOU have been inserted for convenience of reference only and shall not constitute a part hereof.

p. Signatories. The individuals whose signatures are affixed to this MOU in a representative capacity represent and warrant that they are authorized to execute this MOU on behalf of and to bind the entity on whose behalf his or her signature is affixed.

q. Governing Approval. The Parties hereto represent that their respective governing boards have passed and approved this MOU in accordance with the requirements of law.

r. Beneficiaries. This MOU does not create any third-party beneficiaries nor is it deemed entered into for the benefit of the individual pensioners.

s. Term. This MOU shall terminate upon the duration of the bond schedule, plus one day or upon the City issuing the aforementioned Bonds in an early fashion.

t. Facsimile Signatures. This MOU shall be binding on the Parties through facsimile signatures.

u. Notices. All notices and other communications required or desired to be given hereunder shall be in writing and shall be delivered personally with receipt acknowledged, or via prepaid overnight air courier or other independent messenger service or express mail, each with receipt acknowledged, or via prepaid registered or certified mail, return receipt requested, or via fax (telecopy) delivery with confirmation of delivery, addressed to the Party for whom intended at its address set forth below in this Section (or to such other address as either Party hereto may designate by notice to the other party in accordance herewith), and shall be effective upon the earlier of (i) two (2) business days after depositing with the courier, messenger, express mail service, or United States Postal Service, as the case may be, and (ii) the date of delivery or refusal thereof as indicated on the return receipt, or (iii) if by fax delivery, the date of delivery if a regular business day or the first following business day, if not a business day. A copy of all such notices and other communications shall be addressed to:

If to the City: Robert Lovero - Mayor
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402
Phone: (708) 788-2660
Fax: _____

With a copy to: James M. Vasselli
Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402
Phone: (708) 222-7000
Fax: (708) 222-7001

If to the Fire Pension Fund: Denis O'Halloran
Berwyn Fire Pension Fund
6700 West 26th Street
Berwyn, Illinois 60402

With a copy to: Laura J. Goodloe
Puchalski Goodloe Marzullo, LLP
731 N. Milwaukee Ave.
Libertyville, IL 60048
(847)-666-5680

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed under the seals of their undersigned representatives with binding authority, as of the Effective Date:

BERWYN FIRE PENSION FUND

Jerry J. Marzullo 12-11-14
Date
Jerry J. Marzullo
Pension Board President

CITY OF BERWYN

Date
Robert Lovero
Mayor

ATTEST

Denis O'Halla 12/11/14
Date

ATTEST

Date

Brian Marquardt 12-11-14
Date
Brian Marquardt
Secretary

Date
Thomas J. Pavlik
City Clerk

ATTEST

Denis O'Halla 12/11/14
Date

ATTEST

Date



A Century of Progress with Pride

December 23, 2014

To: City Council and Mayor Robert Lovero

From: Ruth Volbre, Administrative Assistant to Mayor and City Administrator

Re: Renewal of Excess Workers' Compensation Insurance (Workers' Compensation above \$750,000)

The City's excess workers' compensation insurance coverage is expiring on December 31, 2014. This coverage is for submitted excess workers' compensation claims that reach a level above \$750,000.

We have asked our independent insurance broker, Mesirow Insurance, to bid out excess workers' compensation insurance coverage and therefore, per past practice, we have asked the council to waive the sealed bid process since our independent agent solicits the bids. We had companies decline to bid; however, we received a bid from our current carrier – Safety National (see below).

	EXPIRING 12/31/2013-14	RENEWAL 12/31/14-15 Option 1	RENEWAL 12/31/14-15 Option 2
Carrier	Safety National	Safety National	Safety National
WC Limit	Statutory	Statutory	Statutory
EL Limit	1mm/1mm/1mm	1mm/1mm/1mm	1mm/1mm/1mm
Self-Insured Retention	\$750,000	\$750,000	\$800,000
Rate per \$100 payroll	27,161,085	30,876,373	30,876,373
Rating Base - Payroll	0.495	0.495	0.467
Min Premium	\$134,447	\$152,838	\$143,748
Difference		\$18,391	\$9,301

Both staff and our insurance broker recommend that the City renew its coverage with Safety National with the \$800,000 retention for a year policy term of \$143,748 compared to \$750,000 retention for a year policy term of \$152,838 (the prior year's premium was \$134,447.) Our insurance broker believes that the savings in premium from the \$750,000 to \$800,000 retention are substantial enough to warrant this change based on past claim experience.

Our insurance broker- Peter LaMonica from Mesirow Insurance will be in attendance at Tuesday's council meeting to answer general questions pertaining to the above quotes.

Recommendation:

Grant permission to waive the sealed bid process and authorize the Mayor to execute a contract with Safety National for excess workers' compensation insurance coverage in the amount of \$143,748.

Respectfully,

Ruth E. Volbre

Ruth E. Volbre



A Century of Progress with Pride

December 23, 2014

To: City Council and Mayor Robert Lovero

From: Ruth E. Volbre, Administrative Assistant to the Mayor & City Administrator

Re: Renewal of Third Party Administrative Services Agreement

The City of Berwyn currently has an agreement with Underwriters Safety & Claims (US&C) for their services as our third party administrator (TPA) to handle and pay workers' compensation and liability claims. Using diligence and hard work, the legal, city administrative and mayor's departments have been able to better the terms of our current agreement with US&C (see attached) thereby saving the City thousands of dollars.

Some of the highlights of the agreement are:

- A decrease in service fees from a \$50,000 adjustable service fee based on claim counts to a flat annual service fee of \$48,500
- Maintaining the medical bill review fee at \$7.50 per bill and reducing the additional savings fee schedule from 30% to 28%

The US&C claim process continues to focus on cost reduction that includes:

- Medical Bill Review – All medical bills are reviewed to reduce the bill to the Illinois fee schedule and to apply enhanced system processes to eliminate unacceptable billing, apply negotiated network contract discounts, and application of nurse review to ensure every possible discount is obtained for the City's benefit.
- Align Network physical therapy services – Physical therapy is assigned using Align Networks to secure their additional contract discounts to limit the duration of the therapy to customary durations.
- One Call diagnostic services – One Call is utilized to secure their additional contract discounts to limit the cost of MRI's and other diagnostic procedures.
- Preferred Medical Networks, (PMN) – PMN provides pharmacy discount and utilization control to control the cost of prescriptions. 91% of PMN prescriptions are converted to cost saving generic drugs.

Medical Bill review savings are significant:

- 2013 billed amounts of \$762,891 were reduced by \$353,096 (46.3%) with \$409,793 paid.
- 9 month of 2014 billed amounts of \$320,467 were reduced by \$156,783 (49.9%) with \$160,711 paid.

George Young, the representative from US&C, will be in attendance at the council meeting to answer any further questions.

Recommendation:

Grant permission to waive the sealed bid process and authorize the Mayor to execute the attached contract with US&C for third party administrative services.

Respectfully,

Ruth E. Volbre

THIRD-PARTY ADMINISTRATIVE SERVICES AGREEMENT

This Third Party Administrative Services Agreement ("Agreement") is made as of the 1st day of January, 2015 ("Effective Date") by and between Underwriters Safety & Claims, Inc. ("US&C") and the City of Berwyn ("Client").

RECITAL

Client desires to engage the services of US&C for purposes of administering Client's workers' compensation self-insured or large deductible insurance program and US&C agrees to provide the administrative and other services specifically set forth in this Agreement, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and for such other and further considerations, the parties hereby agree as follows:

1. Term of Agreement:

This Agreement shall commence at 12:01 a.m. on the Effective Date above written and shall remain in full force and effect until cancelled in accordance with Paragraph 7 hereof.

2. US&C Duties:

During the term of this Agreement, US&C shall provide the following services pertaining to Client's workers' compensation obligations:

- (a) Receive notice of and create a file on each reported claim and maintain each file for Client.
- (b) Investigate claims as required to determine their validity and compensability.
- (c) Determine proper benefits due on compensable claims.
- (d) In accordance with established payment procedures, make timely payment of benefits due out of the Claims Fund Account to be funded by Client.
- (e) Prepare documentation and assist in the defense of cases; represent Client at the appropriate governmental agencies of the involved state; to the extent legally permitted, represent Client at conferences;
- (f) Maintain and provide to Client pertinent data on all claim payments.
- (g) Provide loss reports to Client.
- (h) Make timely written reports to Client's excess workers' compensation carrier to comply with the reporting requirements of Client's excess workers' compensation policy, and provide to Client a copy of all such reports.
- (i) Advise Client in writing of major developments arising in the investigation, adjustment and settlement of significant claims.

- (j) Seek Client's approval of any proposed lump sum settlement.
- (k) Make available to Client or its authorized representative all claim files subject to this Agreement for the purpose of audit or claim review at any time during normal business hours of US&C, provided that forty-eight (48) hours advance notice of intent to conduct a claim audit or review is provided to US&C.
- (l) Provide Client with managed care services provided by or through Bluegrass Health Network, Inc.

3. Client Duties:

In addition to any other obligations set forth in this Agreement, Client agrees:

- (a) To promptly provide all claims information to US&C.
- (b) To cooperate with US&C and its representatives in the investigation and defense of claims.
- (c) To provide witnesses as reasonably required regarding the defense and investigation of any claims.
- (d) To render decisions concerning payment of claims, and on all matters relating thereto, on a timely basis.
- (e) To be solely responsible for providing sufficient funds required for payment of benefits, fees, and expenses.
- (f) To promptly deliver funds as required to carry out this Agreement as and when requested by US&C.

4. Claims Fund Account:

- (a) US&C agrees to maintain a Claims Fund Account at a federally insured bank from which payments will be made to satisfy Client's workers' compensation and Allocated Claim Expense obligations.
- (b) Client agrees to timely provide funds for the Claims Fund Account in amounts requested by US&C.
- (c) At no time will US&C be required to extend credit or advance its own funds to satisfy Client's payment obligations and in no event will US&C be liable for fines, penalties, or other consequences arising from or related to Client's failure to properly and timely fund the Claims Fund Account.

5. Allocated Claim Expenses:

US&C will pay all Allocated Claim Expenses from the Claims Fund Account. Allocated Claim Expenses are all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims. Allocated Claim Expenses includes, but is not limited to, those charges incurred for:

- (a) Attorneys and experts;
- (b) Court cost, depositions, court reporter and related expenses;
- (c) Independent medical examinations of claimants;
- (d) Appraisers and Independent Adjusters;
- (e) Surveillance and private investigation;
- (f) Index Bureau (ISO) and Office of Foreign Assets Control (OFAC);
- (g) Electronic Data Interchange (EDI) if required by state law;
- (h) Managed care expenses including, but not limited to, utilization review, nurse case management, PPO networks, medical bill audits and medical bill review;
- (i) Subrogation;
- (j) Medicare set-aside allocations and related expenses;
- (k) Medical records, personnel records and other similar documents; and
- (l) Medicare, Medicaid, SCHIP Extension Act (MMSEA) Section 111 eligibility queries and reporting required by federal law.

6. Service Fee Agreement:

Client agrees to pay to US&C service fees as set forth in Exhibit A hereof. US&C will send invoices to Client at the periodic intervals specified in Exhibit A which shall be paid no later than forty five (45) days from receipt.

7. Termination of Agreement:

- (a) This Agreement can be terminated by either party upon at least sixty (60) days written notice to the other party.
- (b) At its option, US&C can terminate this Agreement upon at least fourteen (14) days written notice to Client if Client does not pay US&C's service fees when due or if Client fails to fund the Claims Fund Account as required by US&C.
- (c) No services will be performed by US&C under this Agreement after the date this Agreement is terminated, and US&C will turn over all Client files as set forth in Paragraph 8 hereof. However, upon Client's request and subject to written agreement by US&C, US&C will be paid a reasonable and negotiated fee to:
 - (1) Provide continued adjustment and administration of open claim files existing as of the date of termination of this Agreement;

8. Ownership of Files and Records:

- (a) All claim files generated by US&C as a result of its activity pursuant to this Agreement shall remain the property of Client with the exception of those records identified in (b) hercof. After the termination of this Agreement and settlement of all accounts with US&C, upon request of Client, all claim data shall be electronically transmitted to Client at the address specified by Client.
- (b) Manuals, forms, US&C files and reports, customer lists, computer records, financial and strategic data, information which documents US&C's processes, procedures and methods and information and data which US&C employs to administer programs, other than Client's program, shall at all times be and remain the exclusive property of US&C and Client shall not have any ownership, interest, right to duplicate or right to utilize such items except for documentation or information that specifically and solely relates to Client's program.

9. Independent Contractor:

US&C is an independent contractor and nothing contained in this Agreement shall be construed to create any relationship between US&C and Client. US&C is retained by Client as an independent contractor and solely for the purposes and to the extent set forth in this Agreement.

10. Notices:

Any notice by US&C to Client required or permitted to be given under the terms of this Agreement shall be given in writing and sent by registered or certified mail to Client at the last known address of Client.

Any notice by Client to US&C required or permitted to be given under this Agreement shall be given in writing and sent by registered or certified mail to the attention of US&C's President at the last known address of US&C.

11. Waiver:

The waiver by US&C or Client of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.

12. Indemnity:

- (a) US&C will indemnify and hold Client harmless with respect to actions commenced against Client arising out of any error or omission by US&C or its employees, provided the basis for such proceedings were not the

direct result of direction given by Client and acted upon by US&C under the terms of this Agreement.

- (b) Client agrees to indemnify and hold US&C and its employees harmless from any loss, damage, liability, judgment, claims and expenses arising out of Client's performance, or lack thereof, of its duties and obligations under the terms of this Agreement or actions taken by US&C at the direction of Client.

13. Taxes:

All prices and fees for US&C's services are exclusive of any and all federal, state, and local sales, use, excise, franchise, or other applicable taxes. Client agrees to pay any such taxes levied as a result of this Agreement and any services performed thereunder, regardless of whether the applicable tax was in existence on the first day of this Agreement.

14. Non-Solicitation of Employees:

During the term of this Agreement and for two (2) years thereafter, Client and US&C mutually agree not to recruit, solicit or hire, directly or indirectly, any employee of the other without written permission.

15. Governing Law:

The interpretation and validity of this Agreement shall be governed by the laws of Illinois.

16. Entire Agreement:

This Agreement, together with any written amendments and exhibits thereto, contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement, or the simultaneous writings heretofore identified. All prior understandings, terms or conditions, are deemed merged in this Agreement. This Agreement may be changed or supplemented only in writing signed by the parties. In the event that a conflict shall arise regarding the wording or interpretation of this Agreement, and that of any supplemental written agreement, amendment, or exhibit hereto, then in such event the wording and interpretation of said supplemental written agreement, amendment or exhibit shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS: _____
FOR: City of Berwyn (Client)
BY: _____
TITLE: _____
DATE: _____


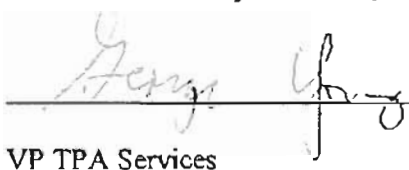
WITNESS:  _____
FOR: Underwriters Safety & Claims, Inc. (US&C)
BY:  _____
TITLE: VP TPA Services
DATE: October 10, 2015

EXHIBIT A
THIRD-PARTY ADMINISTRATIVE SERVICES AGREEMENT

Pursuant to Paragraph 6 of the Agreement, the service fees of US&C will be determined as follows:

Client will pay US&C a flat annual service fee of \$48,500 to handle new workers' compensation claims during the term of the contract.

Claims open 3 years after an annual service terms inception will be handled as long as US&C has a contract to handle new claims for a fee of \$30 per open claim per month.

BHN Bill Review Service

Client will pay a medical bill review fee as allocated loss adjustment expense of \$7.50 per bill to reduce the bill to the Illinois fee schedule and 28% of the additional savings below fee schedule.

Section 111 MMSEA Medicare Reporting

US&C will serve as the Client's Account Manager on files that US&C administers for the Client, to assist with Section 111 MMSEA queries and reporting. Queries will be completed by US&C as required by the MMSEA at \$7 each, and will be charged to the claim files as allocated expense. An additional allocated expense of \$25 will be charged when file reporting of confirmed Medicare eligible claimants is required and accomplished.

Additional Services – US&C provides additional services, either directly or indirectly through an independent agent or contractor, and may provide consulting management or oversight of services provided by an independent agent or contractor. These additional services may include, but are not limited to, managed care, investigation, surveillance, IME services, insurance agent consulting and other similar services.

J-A

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

December 23, 2014

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

Re: Authorization and payment of Executive Session Settlement Agreement

Dear Mr. Pavlik:

Please put this item on the December 23, 2014 agenda authorizing the settlement of the above referenced matter for the total of \$25,000.00 based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

J-5

The City of Berwyn



Rasheed Jones
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone (708) 788-2660 (708) 749-6168
www.berwyn-il.gov

Date: December 17, 2014

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

Subject: Surplus Property Auction Sale

At the October 28, 2014 City Council meeting, Public Works Director, Robert Schiller recommended that a 2002 Ford Explorer (VIN# 1FMZU72E12UC31526) be declared as surplus. This vehicle was passed down from the Police Department several years ago with well over 170,000 miles and is in need of repair. The Public Works Director will attempt to sell the vehicle via auction through the West Central Municipal Conference.

Based on the recommendation from the Public Works Director, the Finance Department declares this vehicle as surplus.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "R. Jones", written over a horizontal line.

Rasheed Jones
Finance Director

J-6

The City of Berwyn



Ben Daish
Assistant Finance Director

A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660; (708) 749-6539
www.berwyn-il.gov

To: Mayor Robert Lovero and the City Council

From: Ben Daish *Ben Daish*

Date: December 23, 2014

Subject: Water Rate Increase Ordinance

As we have experienced last year, the City of Chicago will impose yet another 15% increase in water rates for 2015.

As a result, we are forced to pass this water rate increase on to all users of our water system.

Therefore, we regretfully recommend that a 15% increase in water rates be implemented effective January 1, 2015 as specified in the attached ordinance.

The impact of the increase is illustrated in the table below.

	Current Water Rates	Recommended 1/1/15 Water Rates	Water Rate Change
Residential			
First 1,000 cubic feet of usage	\$49.61	\$57.05	\$7.44
Each 100 cubic feet thereafter	\$5.19	\$5.97	\$0.78
Commercial			
First 300 cubic feet of usage	\$23.61	\$27.15	\$3.54
Each 100 cubic feet thereafter	\$5.19	\$5.97	\$0.78
Schools, Parks & Churches	\$3.24	\$3.73	\$0.49

Passing the recommended water rate increase ordinance during this council session should allow our department enough time to set the new rates into our system for the January billings.

We appreciate your consideration in this matter.

ORDINANCE NO. ____

**AN ORDINANCE ADJUSTING BASIC WATER USE CHARGES BY
AMENDING SECTION 1048.02 OF THE BERWYN CODIFIED ORDINANCES
IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

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

WHEREAS, the City and the City of Chicago have previously entered into a contract to allow Lake Michigan water to be delivered to the City for distribution and sale to potable water users and utility customers; and

WHEREAS, the City of Berwyn administers the collection of all such customer accounts and provides applicable billing invoices, accounting services and expends other public funds to deliver, monitor usage and bill City users of Lake Michigan potable water at the most cost-effective rates; and

WHEREAS, the City of Chicago has given the City of Berwyn notice that water rates charged for the distribution and supply of Lake Michigan water will be increasing by fifteen percent (15%) commencing in 2015.

NOW, THEREFORE, be it ordained that the City Council of the City of Berwyn, Cook County, Illinois, by and through its Home Rule Powers, adopts the amended billing fee rate adjustment as established by the City of Chicago for the sale and delivery of Lake Michigan potable water in the 2015 calendar year as set forth below:

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

SECTION 2: All applicable basic water use charges for all classes of water users, contained in Section 1048.02 of the Berwyn Code of Ordinances, shall be adjusted by increasing all such rates and charges by 15 % for the 2015 Fiscal Year.

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

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

SECTION 5: Any non-preemptive state statute in conflict hereof with the ordinance is hereby superseded to the full extent of such conflict pursuant to the exercise of the Home Rule Powers of the City.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law to be effective on January 1, 2015.

ADOPTED this _____, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on _____

Robert J. Lovero, Mayor

ATTEST:

Thomas J. Pavlik, City Clerk



A Century of Progress with Pride

December 18, 2014

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

Re: Recommendation to Approve the Purchase of a 2015 Pickup Truck and snow plow for the Recreation Department.

The City of Berwyn Recreation Department budgeted to replace a 1999 Ford F-150 pick up during this fiscal year. Per the request of the Recreation Department, I have prepared specifications for the purchase of a new 2015 Ford F-350 4X4 pickup truck (including a 3 year bumper to bumper warranty) and eight (8) foot wide snow plow through the Suburban Purchasing Cooperative (Contract #143). This vehicle would be equipped with a plow to be able to clear the Recreation Department parking areas and provide assistance with other municipal needs during unusual snow events. With the municipal purchasing pricing, the final cost for the truck is \$25,923 and the plow installed is \$4995. This makes the total cost for this vehicle \$30,918

Recommended Actions;

Staff recommends purchase of the 2015 Ford F-350 pickup truck and plow through the Suburban Purchasing Cooperative for a total cost of \$30,918. In addition, staff requests the Finance Director to declare the 1999 Ford F-150 pickup, Serial # 1FTZF1725XNB31585 surplus and approve disposing of this vehicle through auction or trade.

Respectfully,

Robert Schiller
Director of Public Works

K-1

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

December 19, 2014

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

SUBJECT: Payroll December 17, 2014

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the December 23, 2014 meeting.

Payroll: December 17, 2014 in the amount of \$1,160,436.22

Respectfully Submitted,

Nona N. Chapman

Nona N. Chapman
Budget Committee Chairman

K-2

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

December 19, 2014

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

SUBJECT: Payables December 23, 2014

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the December 19, 2014 meeting.

Total Payables: December 23, 2014 in the amount of \$486,336.68

Respectfully Submitted,

Nona N. Chapman

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 12/19/2013 - To Payment Date: 12/19/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
29786	12/10/2014	Open			Accounts Payable	The New Seneca Restaurant	\$650.00		
29787	12/10/2014	Open			Accounts Payable	Joaquin Castrejon	\$400.00		
29788	12/10/2014	Open			Accounts Payable	Steven Mijares	\$200.00		
29789	12/11/2014	Open			Accounts Payable	Brian Smith	\$567.00		
29790	12/11/2014	Open			Accounts Payable	Berwyn Holiday Fund	\$250.00		
29791	12/15/2014	Open			Accounts Payable	PNC Equipment Finance	\$4,304.21		
29792	12/15/2014	Open			Accounts Payable	PNC Equipment Finance	\$1,527.20		
29793	12/17/2014	Open			Accounts Payable	The Lakota Group	\$3,344.70		
29794	12/19/2014	Open			Accounts Payable	A Freedom Flag Co.	\$224.15		
29795	12/19/2014	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$1,245.00		
29796	12/19/2014	Open			Accounts Payable	Abel Carpets, Ltd.	\$680.00		
29797	12/19/2014	Open			Accounts Payable	Abraham Lincoln Presidential Library	\$48.00		
29798	12/19/2014	Open			Accounts Payable	AC Advanced Cabinets Corporation	\$2,227.46		
29799	12/19/2014	Open			Accounts Payable	Airgas North Central	\$161.05		
29800	12/19/2014	Open			Accounts Payable	American Legal Publishing Corporation	\$108.00		
29801	12/19/2014	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$168.00		
29802	12/19/2014	Open			Accounts Payable	ARCORP	\$2,000.00		
29803	12/19/2014	Open			Accounts Payable	Associated Tire and Battery	\$616.44		
29804	12/19/2014	Open			Accounts Payable	AT & T	\$6,043.60		
29805	12/19/2014	Open			Accounts Payable	AT & T Long Distance	\$771.42		
29806	12/19/2014	Open			Accounts Payable	AT& T	\$7,886.11		
29807	12/19/2014	Open			Accounts Payable	Athlete Within Basketball	\$1,500.00		
29808	12/19/2014	Open			Accounts Payable	Avery's Services	\$30.00		
29809	12/19/2014	Open			Accounts Payable	B. Davids Landscaping	\$14,565.00		
29810	12/19/2014	Open			Accounts Payable	Barbara Ziemba	\$54.48		
29811	12/19/2014	Open			Accounts Payable	Barge Terminal & Trucking	\$2,716.41		
29812	12/19/2014	Open			Accounts Payable	Becky Spratford	\$44.73		
29813	12/19/2014	Open			Accounts Payable	Berwyn Ace Hardware	\$488.98		
29814	12/19/2014	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$2,871.90		
29815	12/19/2014	Open			Accounts Payable	Berwyn's Violet Flower Shop	\$103.00		
29816	12/19/2014	Open			Accounts Payable	Blackstone Audiobooks, Inc.	\$494.98		
29817	12/19/2014	Open			Accounts Payable	Bottom Line Personal	\$19.95		
29818	12/19/2014	Open			Accounts Payable	Casam LLC	\$164.97		
29819	12/19/2014	Open			Accounts Payable	Case Lots, Inc.	\$307.90		
29820	12/19/2014	Open			Accounts Payable	Cassidy Tire	\$79.95		
29821	12/19/2014	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$7,258.18		
29822	12/19/2014	Open			Accounts Payable	Chicago Office Products Co.	\$1,818.93		
29823	12/19/2014	Open			Accounts Payable	Chicago Sky	\$700.00		
29824	12/19/2014	Open			Accounts Payable	Chicago Tribune	\$519.48		
29825	12/19/2014	Open			Accounts Payable	Chicago Truck & Bus Repair Inc.	\$2,092.22		
29826	12/19/2014	Open			Accounts Payable	Chromate Industrial Corporation	\$364.72		
29827	12/19/2014	Open			Accounts Payable	Comcast Cable	\$34.10		
29828	12/19/2014	Open			Accounts Payable	Comcast Cable	\$417.55		
29829	12/19/2014	Open			Accounts Payable	ComEd	\$551.52		
29830	12/19/2014	Open			Accounts Payable	ComEd	\$7,093.21		
29831	12/19/2014	Open			Accounts Payable	Consolidated Plastics Company, Inc.	\$645.35		

Payment Register

From Payment Date: 12/19/2013 - To Payment Date: 12/19/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29832	12/19/2014	Open			Accounts Payable	Constellation New Energy, Inc.	\$839.43		
29833	12/19/2014	Open			Accounts Payable	COTG	\$657.50		
29834	12/19/2014	Open			Accounts Payable	Cummins NPower	\$250.00		
29835	12/19/2014	Open			Accounts Payable	Deeca Automotive	\$1,263.50		
29836	12/19/2014	Open			Accounts Payable	Del Galdo Law Group, LLC	\$20,783.10		
29837	12/19/2014	Open			Accounts Payable	Dell Marketing, LP	\$3,819.87		
29838	12/19/2014	Open			Accounts Payable	Demco Educational Corporation	\$44.85		
29839	12/19/2014	Open			Accounts Payable	Diamond Graphics, Inc.	\$4,947.00		
29840	12/19/2014	Open			Accounts Payable	Digital Combustion, Inc.	\$1,253.00		
29841	12/19/2014	Open			Accounts Payable	Diversified Inspections, Inc.	\$2,190.06		
29842	12/19/2014	Open			Accounts Payable	Don Morris Architects, PC	\$5,465.00		
29843	12/19/2014	Open			Accounts Payable	E & M Maintenance Group	\$585.00		
29844	12/19/2014	Open			Accounts Payable	Eagle Petroleum USA, Inc.	\$380.48		
29845	12/19/2014	Open			Accounts Payable	eDol	\$200.00		
29846	12/19/2014	Open			Accounts Payable	EIS Elevator Inspection Services	\$64.00		
29847	12/19/2014	Open			Accounts Payable	Elite Construction Solutions, Inc.	\$375.00		
29848	12/19/2014	Open			Accounts Payable	Elmund & Nelson Company	\$12,088.00		
29849	12/19/2014	Open			Accounts Payable	Federal Express Corporation	\$167.28		
29850	12/19/2014	Open			Accounts Payable	Felco Vending, Inc.	\$184.10		
29851	12/19/2014	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$8,303.00		
29852	12/19/2014	Open			Accounts Payable	Frank Novolny & Associates	\$1,813.00		
29853	12/19/2014	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$128.88		
29854	12/19/2014	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$132.00		
29855	12/19/2014	Open			Accounts Payable	Gale / Cergage	\$408.58		
29856	12/19/2014	Open			Accounts Payable	Gaylord Bros. Inc.	\$999.02		
29857	12/19/2014	Open			Accounts Payable	Greatland Corporation	\$152.20		
29858	12/19/2014	Open			Accounts Payable	Grove Masonry Maintenance, Inc.	\$132,810.50		
29859	12/19/2014	Open			Accounts Payable	Heritage Funeral Home	\$250.00		
29860	12/19/2014	Open			Accounts Payable	Hoeffler Butler Engineering, Inc.	\$500.00		
29861	12/19/2014	Open			Accounts Payable	Illinois Association of Park Districts	\$864.17		
29862	12/19/2014	Open			Accounts Payable	Illinois Paper & Copier Company	\$773.25		
29863	12/19/2014	Open			Accounts Payable	Infrasearch, Inc.	\$670.00		
29864	12/19/2014	Open			Accounts Payable	Ingram Library Services	\$3,994.31		
29865	12/19/2014	Open			Accounts Payable	J & L Uniforms	\$184.47		
29866	12/19/2014	Open			Accounts Payable	J. R. Carpet, Inc.	\$2,700.00		
29867	12/19/2014	Open			Accounts Payable	Jack's Rental, Inc.	\$3,041.78		
29868	12/19/2014	Open			Accounts Payable	JNC Consulting, Inc.	\$2,900.00		
29869	12/19/2014	Open			Accounts Payable	Joe Rizza Ford	\$504.02		
29870	12/19/2014	Open			Accounts Payable	Just Tires	\$40.00		
29871	12/19/2014	Open			Accounts Payable	KB Lawn and Mulch	\$1,440.00		
29872	12/19/2014	Open			Accounts Payable	Kelley Blue Book	\$98.00		
29873	12/19/2014	Open			Accounts Payable	Key Equipment Finance	\$2,226.00		
29874	12/19/2014	Open			Accounts Payable	Lerner Muchin, L.Ltd.	\$10,983.87		
29875	12/19/2014	Open			Accounts Payable	Lawndale News	\$943.67		
29876	12/19/2014	Open			Accounts Payable	Lexisnexis Risk & Information Analytics Group	\$225.00		
29877	12/19/2014	Open			Accounts Payable	Martin-Aire Heating & Cooling, Inc.	\$3,870.00		
29878	12/19/2014	Open			Accounts Payable	Mary Ellen Depcik	\$202.16		
29879	12/19/2014	Open			Accounts Payable	McCann industries, Inc.	\$2,112.14		
29880	12/19/2014	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		

Payment Register

From Payment Date: 12/19/2013 - To Payment Date: 12/19/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29881	12/19/2014	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$3,897.40		
29882	12/19/2014	Open			Accounts Payable	Medical Reimbursement Services, Inc.	\$3,345.11		
29883	12/19/2014	Open			Accounts Payable	Menards	\$70.91		
29884	12/19/2014	Open			Accounts Payable	MES - Illinois	\$3,959.10		
29885	12/19/2014	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$4,944.73		
29886	12/19/2014	Open			Accounts Payable	Midwest Tape	\$467.77		
29887	12/19/2014	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc.	\$4,000.00		
29888	12/19/2014	Open			Accounts Payable	Mike & Sons	\$3,485.40		
29889	12/19/2014	Open			Accounts Payable	Monroe Truck Equipment, Inc.	\$1,635.17		
29890	12/19/2014	Open			Accounts Payable	Morning Noon & Night Plumbing	\$1,500.00		
29891	12/19/2014	Open			Accounts Payable	Movie Licensing USA	\$10,512.00		
29892	12/19/2014	Open			Accounts Payable	Municipal Clerks of Illinois	\$170.00		
29893	12/19/2014	Open			Accounts Payable	National Trust for Historic Preservation	\$30.00		
29894	12/19/2014	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$50.00		
29895	12/19/2014	Open			Accounts Payable	Occupational Health & Immediate Care of MacNeal	\$200.00		
29896	12/19/2014	Open			Accounts Payable	Odeison & Sterk, LTD	\$617.50		
29897	12/19/2014	Open			Accounts Payable	OFFICE DEPOT	\$772.83		
29898	12/19/2014	Open			Accounts Payable	Ogden Carwash	\$30.98		
29899	12/19/2014	Open			Accounts Payable	Oriental Trading Company	\$489.73		
29900	12/19/2014	Open			Accounts Payable	Overdoors of Illinois	\$1,488.60		
29901	12/19/2014	Open			Accounts Payable	Paradise 4 Paws	\$421.50		
29902	12/19/2014	Open			Accounts Payable	Paramount Restoration Group, Inc.	\$9,415.00		
29903	12/19/2014	Open			Accounts Payable	Patrick Engineering	\$8,715.60		
29904	12/19/2014	Open			Accounts Payable	Patrick N. Murray	\$1,225.00		
29905	12/19/2014	Open			Accounts Payable	Pinner Electric Company	\$19,976.27		
29906	12/19/2014	Open			Accounts Payable	Pyramid Time Systems	\$459.75		
29907	12/19/2014	Open			Accounts Payable	R.D.V. Electric, Inc.	\$325.00		
29908	12/19/2014	Open			Accounts Payable	Random House, Inc.	\$210.00		
29909	12/19/2014	Open			Accounts Payable	Red Wing Shoe Store	\$266.95		
29910	12/19/2014	Open			Accounts Payable	Research Technology International	\$1,042.35		
29811	12/19/2014	Open			Accounts Payable	Robert J. Lovero	\$80.14		
29812	12/19/2014	Open			Accounts Payable	Romeoville Fire Academy	\$505.00		
29813	12/19/2014	Open			Accounts Payable	Roscoe Company	\$801.90		
29814	12/19/2014	Open			Accounts Payable	Rose's Catering	\$670.00		
29815	12/19/2014	Open			Accounts Payable	Ruth Volbre	\$194.94		
29816	12/19/2014	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$38.92		
29817	12/19/2014	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$466.54		
29818	12/19/2014	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$166.25		
29819	12/19/2014	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$762.77		
29820	12/19/2014	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$331.66		
29821	12/19/2014	Open			Accounts Payable	Simplex Grinnell	\$5,420.25		
29822	12/19/2014	Open			Accounts Payable	Sirchie Finger Print Laboratories	\$318.18		
29823	12/19/2014	Open			Accounts Payable	SoySolv	\$957.65		
29824	12/19/2014	Open			Accounts Payable	Sprint	\$1,438.58		
29825	12/19/2014	Open			Accounts Payable	Standard Equipment Company	\$1,244.81		

Payment Register

From Payment Date: 12/19/2013 - To Payment Date: 12/19/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
29926	12/19/2014	Open			Accounts Payable	Storino, Ramello & Durkin	\$2,492.34		
29927	12/19/2014	Open			Accounts Payable	Suburban Laboratories, Inc.	\$170.00		
29928	12/19/2014	Open			Accounts Payable	Target Auto Parts	\$122.50		
29929	12/19/2014	Open			Accounts Payable	Tele-Tron Ace Hardware	\$560.20		
29930	12/19/2014	Open			Accounts Payable	The New Seneca Restaurant	\$195.00		
29931	12/19/2014	Open			Accounts Payable	Thomas J. Pavlik	\$36.62		
29932	12/19/2014	Open			Accounts Payable	Thomas J. Pavlik	\$379.99		
29933	12/19/2014	Open			Accounts Payable	Thomson Reuters- West	\$326.46		
29934	12/19/2014	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$476.40		
29935	12/19/2014	Open			Accounts Payable	Triple M Mechanical, Inc.	\$468.00		
29936	12/19/2014	Open			Accounts Payable	Tyco Intergrated Security LLC	\$500.00		
29937	12/19/2014	Open			Accounts Payable	Unique Management Services, Inc.	\$26.85		
29938	12/19/2014	Open			Accounts Payable	Unique Plumbing	\$39,903.57		
29939	12/19/2014	Open			Accounts Payable	US Gas	\$403.60		
29940	12/19/2014	Open			Accounts Payable	VCA Berwyn Animal Hospital	\$100.83		
29941	12/19/2014	Open			Accounts Payable	VCG Uniforms	\$1,059.80		
29942	12/19/2014	Open			Accounts Payable	Verizon Wireless - Lehigh	\$1,543.44		
29943	12/19/2014	Open			Accounts Payable	Vinlage Tech LLC	\$2,138.38		
29944	12/19/2014	Open			Accounts Payable	Walgreens Company	\$30.45		
29945	12/19/2014	Open			Accounts Payable	Watch Guard Video	\$9,614.00		
29946	12/19/2014	Open			Accounts Payable	Widaman Signs	\$560.00		
29947	12/19/2014	Open			Accounts Payable	Women's Health	\$16.94		
29948	12/19/2014	Open			Accounts Payable	Xerox Business Services, LLC	\$750.00		
29949	12/19/2014	Open			Accounts Payable	Zee Medical, Inc.	\$261.68		
29950	12/19/2014	Open			Accounts Payable	Alfredo Murillo	\$150.00		
29951	12/19/2014	Open			Accounts Payable	Ankica Josipovic	\$195.00		
29952	12/19/2014	Open			Accounts Payable	BP Rehab, LLC	\$1,475.00		
29953	12/19/2014	Open			Accounts Payable	Jafari Property Mgt.	\$2,800.00		
29954	12/19/2014	Open			Accounts Payable	Judy Barr Topinka Scholarship	\$100.00		
29955	12/19/2014	Open			Accounts Payable	Leticia Solo	\$1,475.00		
29956	12/19/2014	Open			Accounts Payable	Martha LeMarche	\$128.35		
29957	12/19/2014	Open			Accounts Payable	Peter Schwabe, Inc	\$3,300.00		
Type Check Totals:							\$486,336.68		
01 - General Cash Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	172	\$486,336.68	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	172	\$486,336.68	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	172	\$486,336.68	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 12/19/2013 - To Payment Date: 12/19/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
Grand Totals:						Total	172	\$486,336.68	\$0.00	
Checks										
					Status	Count	Transaction Amount	Reconciled Amount		
					Open	172	\$486,336.68	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					Total	172	\$486,336.68	\$0.00		
All										
					Status	Count	Transaction Amount	Reconciled Amount		
					Open	172	\$486,336.68	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					Total	172	\$486,336.68	\$0.00		

K-3
**The City of
Berwyn**



Thomas J. Pavlik
City Clerk

A Century of Progress with Pride

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

Date: December 15, 2014

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Block Party request: 6700 block of West 21st Street

Ladies and Gentleman;

My office received a request on December 9, 2014 to hold a ½ block party for the 6700 block of West 21st Street on December 24th and/or December 25th, 2014. It is my recommendation and the recommendation of staff, to **DENY** the request. Concerns include; high volume of east/west ingress-egress traffic off of Oak Park Avenue, potential snow incident on east/west artery, increase parking needs with holiday visitors to area family and friends, as well as the increased liability to vehicles, pedestrians and participants due to the early onset of darkness at this time of the year. Due to the late date and not receiving the request in a timely manner, as a courtesy, my office has already informed the requestor of the recommendation to deny the request. I respectfully ask for your concurrence to deny this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Pavlik".

Thomas J. Pavlik, CMC

**The City of
Berwyn**



**Thomas J. Pavlik
City Clerk**

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2875
www.berwyn-il.gov

December 15, 2014

Ms. Vanesa Hyland
6750 21st Street,
Berwyn, IL 60402
Via US Mail & Email at

Dear Ms. Hyland

Please be advised that after careful staff consideration, my recommendation to the members of the Berwyn City Council will be to **deny** your request to conduct a Block Party on the 6700 block of 21st Street on Wednesday, December 24, 2014 and/or Thursday, December 25, 2014. The matter will be placed on the December 23, 2014 Berwyn City Council agenda with the aforementioned recommendation.

This recommendation to deny stems out of concerns for overall public safety as this roadway is known to attract a high volume of vehicular traffic. The streets are darker earlier during this time of the year, which diminishes driver's visibility and creates the potential for additional hazards to pedestrians and vehicles, as well as a potential snow incident, in which the east/west streets are a high priority. In addition, with the additional holiday visitors seeking parking to visit family and friends in the area, parking is expected to be at a premium in that vicinity.

If you have any questions and/or concerns regarding this matter or any other matter concerning the City of Berwyn, please do not hesitate to contact my office.

Best wishes for a safe and happy holiday.

Respectfully,

Thomas J. Pavlik, CMC

cc: Police Administration
Fire Chief O'Halloran
Public Works Dir. Schiller
Nicole Campbell, Traffic Engineer
Alderman Polashek

TJP/sla

Dec 8, 2014

Dear Mayor Lovers,

Hi my name is Vanessa
I am having a holiday party
I want to be able to
do this without problems.

This is my first and
only party it is going
to be in back and I
want the city's permission

What do you want
from me and my party
to be able to do this?

Petition signed by
all tenants and I have
permission from landlord.
I want safety for family
and guests.

Dates are Christmas eve
& day. Invitations only!
Please call me at 708-484-~~8~~
5818 (home) Cell #708-714-2695
Need permission from

The party will happen
the sign, safety and
according to ordinances
is up to the city.

Please talk with the
board. If you need
surrounding owners consent
I will get that.

The whole neighborhood
has parties all the time
and asking permission.

I can't wait till next
meeting so I will be
there on Tuesday
evening to present
and everyone can
say what can or can't
happen.

Vanessa Highland
John A. L. W. I.
VANESSA HIGHLAND
Q 6750 W 21ST APT 100
BERWYN, IL 60402

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

A CENTURY OF PROGRESS WITH PRIDE

6700 W26th Street • Berwyn, IL 60402 • O: (708) 788-2660 • F: (708) 788-2675 • www.Berwyn-IL.gov

APPLICATION FOR A BLOCK PARTY

As organizer, I certify that I circulated and submitted with this application a petition signed by over 50%

of the residents on the 6744 - 6750 @ 21st block of 1/2 BLOCK to hold a ~~Block~~ Party

on 12/25/02 ^{12/24}, 2014 with an alternate/rain date of _____, 2014.

I have received and agree to abide by all rules regulating Block Parties and understand all activities must

end by 9 p.m. See City Ordinance on reverse. Notice of Council's decision will be sent via email.

Organizer VANESA HYLAND

BLOCK PARTY I

Street Name:

21ST STREET

House Number	Printed Name
6750321	ASHLEY FRACTION
6750-2-21	LAKESHA GOODEN
6746321	Angelica Dominguez
6748-2	Anthony Price
6748-2	Monet Price
6744-3	CHERYL DYER
6750-1	Debra Woolfolk
6748-3	Erix Clay
6748-1	MIKE ZURO
6748-1	LISETTE LEBRON
6744-2	NICOLE RUNA
6746-2	Amora Radney
6746-2	Fli Clay
6746-1	SAMANTHA HILL
6746-1	Courtney Hill
6746-1	FADI ABID

MBW Properties

'L 60714

Dec. 8th ,2014

I give permission for a party at 6744 thru 6750 w.21st Street on December 24 and or 25,2014

I am the owner of the property at – 6744-50 21st Street, Berwyn, IL 60402

The party is for neighborhood watch/Christmas/party. Vanesa Hyland is the one in charge and has lived here since May of 1995. I will abide by the rules of the city of Berwyn. Any problems can be addressed to

Most activities will be indoors. I wish for there to be able to be those barricades/horses to be placed at the corner of 21 street and the first alley from Oak Park just east of Oak Park on the alley. For the safety of all persons attending the party. I plan to give an invitation to all persons that are coming to the party. Each person can bring, food,present, and or beverage.

MBW Properties

Mark Weberman

6954 Touhy Ave.

Niles, IL 60714

Dec. 8th ,2014

The city of Berwyn,

I am having a party on Dec 24 and or 25, 2014 and would like your ok to have it.

The party is for neighborhood watch/Christmas/party. Vanesa Hyland is the one in charge and has lived here since May of 1995. I will abide by the rules of the city of Berwyn. Any problems can be addressed to [redacted]. Most activities will be indoors. I wish for there to be able to be those barricades/horses to be placed at the corner of 21 street and the first alley from Oak Park just east of Oak Park on the alley. For the safety of all persons attending the party. I plan to give an invitation to all persons that are coming to the party. Each person can bring, food,present, and or beverage.

Sincerely,

Vanesa Hyland

6750 21st. Street [redacted]

Berwyn, IL 60402