

# Berwyn City Council

Regular Meeting  
January 28, 2014

## Agenda

*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 of January 14, 2014 3
- D. **Bid Openings**
- E. **Berwyn Development Corp. – Berwyn Township/Health District**
  - 1. Request for Commercial Loan Approval-Awesome Pest Control 9
- F. **Reports from the Mayor**
- G. **Reports from the Clerk**
  - 1. Contract SNS Mass Dispensing Volunteer Coordinator 10
- H. **Zoning Board of Appeals**
- I. **Reports from Aldermen, Committees and Board**
  - 1. Chapman-Budget Committee-Review of 2014 Budget and Final Discussion 12
- J. **Staff Reports**
  - 1. City Administrator-Combined Sewer Failure within the Railroad Right-of-Way 14
  - 2. City Administrator-Comcast Franchise Agreement Renewal 15
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  - 5. City Attorney-Settlement of Case # 06CH22020 37
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Berwyn City Council  
Regular Meeting – January 28, 2014  
Agenda

K. **Consent Agenda**

- |  |         |                |    |
|--|---------|----------------|----|
| 1. Payroll   | 1/15/14 | \$1,193,513.58 | 39 |
| 2. Payables  | 1/28/14 | \$347,621.00   | 40 |
| 3. Handicap Sign- #868-R. Ainley-6817 W. 32 <sup>nd</sup> -Approve |         |                | 46 |

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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.

ROBERT J. LOVERO  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

MINUTES  
BERWYN CITY COUNCIL  
JANUARY 14, 2014

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:05 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was given for Sidney Karmia, father of Auxiliary Police Superintendent William Karmia, Arline Clavey, mother of former Fire Department Chaplin Father James Clavey, and Keith Donovan, New Executive Director for 708 Community Mental Health Board, and all our service men and women, and the men and women protecting our safety on the streets in Berwyn.
3. The Open Forum portion of the meeting was announced. There being no comments the Open Forum was declared closed.
4. Minutes of the Berwyn City Council regular meeting and Committee of the Whole held December 23, 2013, were submitted. Thereafter, Avila made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
5. Berwyn Development Corporation submitted a communication regarding Amending Chapter 1256, Section 1256.01 of the Zoning Code regarding permitted use for C-1 Limited Commercial District. After discussion, Paul made a motion, seconded by Laureto, to amend to C-1 "Conditional Use". The motion carried by a voice vote. An amended ordinance was submitted entitled:

**AN ORDINANCE AMENDING CHAPTER 1256, SECTION 1256.02 OF THE ZONING CODE OF THE CITY OF BERWYN REGARDING CONDITIONAL USES FOR C-1 LIMITED COMMERCIAL DISTRICTS FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

Thereafter, Paul made a motion, second by Boyajian, to concur, **adopt** the ordinance as amended and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

**BERWYN CITY COUNCIL MINUTES  
JANUARY 14, 2014**

6. Berwyn Development Corporation submitted a communication regarding the 2014 Integrated City Marketing Campaign. The Mayor recognized Anthony Griffin, Executive Director of the Berwyn Development Corporation, who reviewed same. Thereafter, Chapman made a motion, seconded by Avila, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
7. Berwyn Development Corporation submitted a communication regarding the 2014 BDC Special Event Schedule. The Mayor recognized Anthony Griffin who reviewed same. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
8. The Mayor submitted a communication regarding the appointment of Richard Bruen to the Zoning Board of Appeals. Avila made a motion, seconded by, Fejt, to concur with the appointment. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the oath of office to Richard Bruen.
9. The Mayor submitted a communication regarding the Service Employees International Union Local 73 Contract. Thereafter, Chapman made a motion, seconded by Laureto, to concur and approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
10. The Assistant City Administrator submitted a communication and an ordinance entitled:

**AN ORDINANCE AMENDING CHAPTER 1261, SECTION 1261.02 OF  
THE ZONING CODE OF THE CITY OF BERWYN REGARDING  
CONDITIONAL USES FOR C-4 RESTRICTED COMMERCIAL DISTRICTS  
FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

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.

11. The City Attorney submitted a communication regarding the settlement of case # WC2010790047. Fejt made a motion, seconded by Boyajian, to excuse Alderman Polashek from the vote. The motion carried by a voice vote. Thereafter, Avila made a motion, seconded by Chapman, to concur, approve as submitted for payment in an amount not to exceed \$5,609.25. The motion carried by a unanimous roll call vote.

**BERWYN CITY COUNCIL MINUTES  
JANUARY 14, 2014**

12. The City Attorney submitted a communication regarding the settlement of case # 09WC16654. Thereafter, Avila made a motion, seconded by Boyajian, to concur, approve as submitted for payment in an amount not to exceed \$150,846.25. The motion carried by a unanimous roll call vote.
  13. The City Attorney submitted a communication regarding the settlement of case # VA2013941706. Thereafter, Avila made a motion, seconded by Boyajian, to concur, approve as submitted for payment in an amount not to exceed \$5,500.00. The motion carried by a unanimous roll call vote.
  14. The City Attorney submitted a communication regarding the settlement of case # VA2013941708. Thereafter, Avila made a motion, seconded by Boyajian, to concur, approve as submitted for payment in an amount not to exceed \$4,500.00. The motion carried by a unanimous roll call vote.
  15. The City Attorney submitted a communication regarding the settlement of Incident Report# 12-02869. Thereafter, Avila made a motion, seconded by Boyajian, to concur, approve as submitted for payment in an amount not to exceed \$7,500.00. The motion carried by a unanimous roll call vote.
  16. The City Attorney submitted a communication regarding the renewal of the Intergovernmental Agreement between The City of Berwyn and The Town of Cicero for Parking on Lombard Avenue. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
  17. The consent agenda, items K-1 through K-4, were submitted:

K-1	Payroll	12/30/13	\$ 1,014,220.61
K-2	Payables	1/14/14	\$ 1,305,055.34
K-3	Collections & Licensing for December 2013		
K-4	Building & Local Improvement Permits for December 2013		
- Thereafter, Avila made a motion, seconded by Laureto, to concur and approve by omnibus vote designation. The motion carried by a voice vote.
18. Alderman Polashek called a Recreation Committee meeting, as previously called, for January 21, 2014 at 5:30 p.m. requesting City Administrator Pabst and Recreation Department Director Martinucci to attend.

**BERWYN CITY COUNCIL MINUTES  
JANUARY 14, 2014**

19. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:26 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**  
**January 14, 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: Boyajian, Paul Fejt, Santoy, Polashek, Avila and Laureto. Absent: Chapman. Thereafter, Laureto made a motion, seconded by Boyajian, to excuse Alderman Chapman. The motion carried.
2. The Mayor asked for a motion to go into closed session for Pending Litigation, noting the Council will return to open at approximately 7:00 p.m. Thereafter, Santoy made a motion, seconded by Boyajian, to close the Committee of the Whole at 6:30 p.m. The motion carried.

Note: Alderman Chapman present in Closed Session at 6:40 p.m.

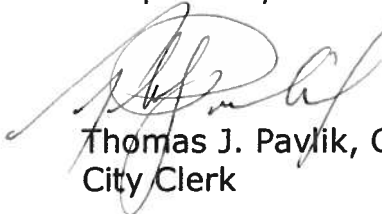
3. A motion was made in closed session to re-open the Committee of the Whole by Chapman, seconded by Avila, at 7:16 p.m. The motion carried.
4. The Mayor recognized Clerk Pavlik regarding a request from St. Odilo's Parish which was received to late to be place on the council agenda. The request was for reserved parking in the Vacin Fairway on Sunday January 26<sup>th</sup> between East and Clarence Avenues. Pavlik stated that if the council was in agreement, the Clerk's office would issue a letter granting permission. After discussion, the consensus of the council and that of resident Alderman Polashek was to deny the request.
5. The Mayor recognized Assistant City Administrator Evan Summers and Attorney James Vasselli to conduct a Public Hearing regarding a Petition to Amend the City Zoning Code in the C-1 Limited Commercial Districts. Vasselli presented a Certificate of Publication of the public hearing notice, along with a petition to amend Chapter 1256 Section 1256.01 of the Zoning Code (see exhibits 1 and 2,) noting a public hearing must be held before any change in the Zoning Code can be made. Kurtis Pozsgay of the Berwyn Development Corporation reviewed the amendment which would allow for a wholesale coffee roasting establishment as a permitted use and the potential business seeking opening on Oak park Ave. just south of Cermak Rd. and north of Riverside Drive. Discussion ensued with resident Alderman Paul questioning the potential impact on the surrounding residential area. The Mayor entertained public comment. A resident of 2347 S. Oak Park Ave. spoke regarding the area being somewhat commercial versus residential and thinks

COMMITTEE OF THE WHOLE  
JANUARY 14, 2014

any impact would be minimal. There being no further discussion or comments, the Mayor noted this is Item E-1 on tonight's council agenda.

6. Petition to Amend the City Zoning Code in the C-4 Restricted Commercial District. Once again the Mayor recognized Evan Summers and James Vasselli who presented a Certificate of Publication for a public hearing notice and petition to amend Chapter 1261 Section 1261.02 of the Zoning Code (see exhibits 1 and 3.) Summers went on to explain this is in accordance with 410 ILCS 130/10(o) subject to the requirement of 410 ILCS 130/130(d) Medical Cannabis Dispensing Organization and 410 ILCS 130/10(e) subject to the statutory requirements of 410 ILCS 130/105(c) Cultivation Centers to allow a Medical Use Marijuana facility in compliance with State Statute. There being no discussion, the Mayor asked for any public comment. There was no public comment; the Mayor noted this is Item J-1 on tonight's council agenda.
7. There being no further business before the Committee of the Whole, the Mayor entertained a motion to adjourn. Thereafter, a motion was made by Boyajian, seconded by Avila, to adjourn the Committee of the Whole at 7:45 p.m. The motion carried.

Respectfully submitted,



Thomas J. Pavlik, CMC  
City Clerk





January 24, 2014

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

Re: Request for Commercial Loan Approval – Awesome Pest Control

Dear Mayor & City Council,

The owner of Cabin Fever is currently in the commercial loan program. Their loan was approved in November of 2009 in the amount of \$35,000. The owners have requested a new loan that would substitute the current borrower from the Cabin Fever business to Awesome Pest Control business. Awesome Pest Control is an additional business that the borrowers own and operate in Berwyn. The loan would, in essence, continue as is with the same principal balance, interest rate, and amortization but would be secured through a promissory note with Awesome Pest Control rather than the Cabin Fever mortgage. The transaction would close out the obligation to Cabin Fever and create a new obligation to Awesome Pest Control.

We would appreciate your consideration of this commercial loan, contingent upon special legal counsel drafting the needed loan documentation and execution of the same to fully secure the obligation.

Respectfully submitted for your consideration,

  
Anthony W. Griffin

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



G-1

**A Century of Progress with Pride**

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

Date: January 23, 2014

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Contract SNS Mass Dispensing Volunteer Coordinator

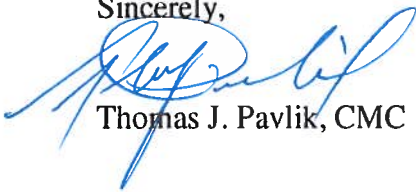
Ladies and Gentleman;

As you are aware, the City of Berwyn, Berwyn Township/Health District and the Cook County Department of Health have been working on a comprehensive plan for Mass Dispensing and Vaccination/POD (Point of Distribution) in accordance with the Illinois Department of Public Health SNS (Strategic National Stockpile.) One of the key components of the plan is to coordinate 150-200 volunteers to deploy in the event of an emergency to assist in establishing a POD within 24 hours and maintaining the POD for a minimum of 48 hours. These volunteers must consist of current or retired trained personnel i.e., Doctors, RN, LPN, Medical Students, EMT-B, EMT-I, EMT-P, PT, Pharmacy Techs, Dentists, Dental Hygienists, Student Nurses, etc., to function as medical consultants, operate triage, conduct screenings and dispensing. This along with un-trained volunteers to function as reception, runners, ushers, translators, etc., to work in 8 hour shifts. The Planning Team knew this would be a monumental undertaking to find, conduct background checks, train and establish/maintain a list of such a large group of individual volunteers. Unfortunately, the Departments of City of Berwyn, its Administration and that of the Berwyn Township and/or Health District, do not have the staff or manpower for this undertaking.

After discussion with the Planning Team, Anthony Laureto (NIMS/Emergency Management Coordinator,) Mayor Lovero and Supervisor Pechous, I am proposing we contract an individual (or individuals) as a volunteer coordinator(s) for a two year period at \$24,000 total, \$12,000 a year (divide if more than one individual is contracted,) to be paid in monthly increments. This individual(s) will work under ESDA (Emergency Service and Disaster Agency,) which reports to the Berwyn Fire Department, along with reporting to the SNS Planning Team. In addition, the volunteer coordinator shall attempt to establish a local MRC (Medical Reserve Corp.) The MRC can then also serve and assist in any local disaster outside a SNS deployment and maybe eligible for Federal Grant funds, which can be used for the volunteer coordinator's salary. The cost shall be split equally between the City of Berwyn, Township and Health District. Upon your consideration and concurrence, I will place this request on the February 10<sup>th</sup> Township

and Health District agendas. Pending their approval, I will then refer the matter to both the Law Department and Township/Health Attorney for drafting of an agreement and then to the SNS Planning Management Team for recommendation and selection of the individual(s) to serve as volunteer coordinator. I respectfully ask for your concurrence in this matter.

Sincerely,



Thomas J. Pavlik, CMC

I-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

Nona Chapman  
1st Ward Alderman

Date: 1-14-2014

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

Ladies and Gentlemen:

A meeting of the Budget Committee was held  
On 1-14-2014 at City Hall Council Chambers @ 4:10 p.m.

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

The matter discussed was referral item#            dated            in regards to:             
Budget Hearings for 2014 Budget Process - Today's Discussion -  
Review of 2014 Budget and final discussion

It is the recommendation of the committee that The Budget committee will concur with  
the Finance Directors recommendation that the "Draft 2014 City of Berwyn Budget"  
be place on the council floor for approval. Please accept as Informational.

Voting Aye:           3          

Voting Nay:           0          

Adjourned:           5:10 p.m.          

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

BUDGET Meeting  
1-13-14

1. Iona N. Chapman 1<sup>st</sup> Ward Alderman
2. Ronel Aulis - Alderman 7<sup>th</sup> Ward
3. JEFFREY BOYAJIAN - ALDERMAN 2<sup>ND</sup> WARD
4. Evan K. Summers - Asst. City Admin.
5. Rasheed Jones - Asst. Finance Director
6. David M. Johnson - Finance Director
- 7) Brian Pelt - City Admin.



**A Century of Progress with Pride**

**Date: January 23, 2014**

**To: Mayor Lovero  
Members of the Berwyn City Council**

**Re: Combined sewer failure within the railroad right-of-way.**

Burlington Northern Santa Fe (BNSF) notified city staff that they have installed a temporary repair of a breach in a combined sewer located east of Ridgeland in the BNSF right-of-way (ROW). Due to the seriousness and time sensitive nature of the issue, staff retained one of our engineering firms to conduct the initial analyses that would include a clear identification of the issue, options to consider and general overall approach.

On January 28, 2014 at the Committee of the Whole, Patrick Engineering staff will be presenting options to the City Council regarding the repair of the combined sewer breach. The sewer is an approximately 100 year old, 90 inch diameter brick structure. Although BNSF staff installed a temporary patch, this issue needs to be addressed as soon as possible. The goal is to hire a firm that has the expertise to prepare all design documents, identify the specialized equipment necessary to handle the various below grade, confined space work and manage the project as turn-key with BNSF oversight.

Due to the sensitive and specialized nature of this repair, staff recommends that we immediately retain Patrick Engineering - a firm with extensive railroad and storm drainage experience that is certified to work on the BNSF right-of-way regarding these types of projects. Patrick Engineering is preparing a lump sum contract proposal to include all design and construction costs to be presented at COW. Our goal is to have all design and related engineering functions completed and ready for when conditions (weather) improves.

The City of Berwyn

J-2



**Brian L. Pabst**  
City Administrator

A Century of Progress with Pride

**Date: January 23, 2014**

**To: Mayor Lovero**  
**Members of the Berwyn City Council**

**Re: Comcast Franchise Agreement Renewal**

Staff met with Michael Paulos, Government & Regulatory Affairs Manager for Comcast regarding the renewal process for our existing Franchise Agreement which expires in March of 2014. With the assistance of our legal department, staff has reviewed terms as memorialized in the new Agreement (see attached). The new Franchise Agreement shall be in effect from March of 2014 through March of 2024.

**Recommendation:** Pass an ordinance approving the attached Franchise Agreement.

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
CITY OF BERWYN  
And  
COMCAST OF ILLINOIS/INDIANA**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Berwyn, Illinois (hereinafter, the "City") and Comcast of Illinois/Indiana, (hereinafter, "Grantee") this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date").

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the City's home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable



Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“City” means the City of Berwyn, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for

purposes of computing the City's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5<sup>th</sup> Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public Way" shall mean the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, "the Illinois Constitution," and Ordinance No. \_\_\_\_\_, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

**SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of the Codified Ordinances of Berwyn, as may be amended from time to time, pertaining to occupancy of the Public Way as applicable to all occupants of the Public Way.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or

municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

### 3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the City shall not be considered to be public or private funds. The Grantee shall not be entitled to reimbursement to the extent that funds are made available to a user of the Public Way as reimbursement for relocation from private easements obtained by said user of the Public Way.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

## **SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of



its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on multiple Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois

Emergency Alert System State Plan” – as may be amended from time to time. Should the City become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City to the City on an annual basis. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

## **SECTION 5: Oversight and Regulation by City**

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City’s decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee

percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; and (b) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

## **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

## **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the City and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries,



claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Grantee's construction and operation of its Cable System within the City. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

#### **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the City does not utilize a PEG Channel. To the extent Grantee provides PEG Access studio facilities and playback of PEG programming, the Grantee shall provide said facilities and playback to the City and its residents on a first-come non-discriminatory basis consistent with the Grantee's existing rules for PEG Access Programming.

8.1.1. Upon written request by the City, the Grantee shall provide the City with one (1) PEG Channel within one hundred eighty (180) days of that request, as provided for herein. The Grantee agrees to submit a cost estimate of Grantee's costs to establish an Origination Point and activate a PEG Channel within a reasonable period of time after the City's request. The City may accept or decline Grantee's cost estimate in the City's sole discretion. After an agreement to reimburse the Grantee for the costs of establishing an Origination Point and activating the PEG Channel, the Grantee shall proceed to activate the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and City, Grantee is not obligated to establish an Origination Point and activate the PEG Channel. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The City's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of the PEG Access Channel. The City shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channel and to promote the use and viewership of the Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Access Channel is, and shall be, operated by the City. The City shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. PEG Signal Quality. Provided the PEG signal feed is delivered by the City to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.6. PEG Capital Support. At its sole discretion, the City may designate a PEG access capital project to be funded by the City as set forth herein. The City shall send written notice of the City's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the City's plan prior to agreeing to collect and pay to the City the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary, as long as any funds remaining at the end of the term of this Agreement shall be credited to PEG Capital obligations in the subsequent Franchise. Moreover, if the City chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the City's written request.

8.6.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.6.2. Grantee and City agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

**SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City’s written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee’s proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City’s decision.

**SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty

relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Berwyn  
6700 26<sup>th</sup> Street  
Berwyn, Illinois 60402  
ATTN: City Administrator

To the Grantee:

Comcast  
155 Industrial Drive  
Elmhurst, Illinois 60126  
ATTN: Director of Government Affairs

With a copy to:

City Attorney  
City of Berwyn  
6700 26<sup>th</sup> Street  
Berwyn, Illinois 60402

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.



10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the City of Berwyn:**

**For Comcast of Illinois/Indiana:**

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

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

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

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

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

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

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

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

The City of Berwyn

J-3



David M. Jelonek  
Finance Director

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 (708) 749-6539  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

To: City Council and Mayor Robert Lovero  
From: David M. Jelonek *DJ*  
Date: January 23, 2014  
Subject: 2014 Draft Budget

I will be distributing at the January 28, 2014, meeting the 2014 draft budget document for your consideration. I request that you defer action on this document until the February 11, 2014, meeting and that a public hearing on the subject of the 2014 budget be called and noticed for 5:45 PM on February 11, 2014. A notice for the public hearing is attached.

Please feel free to contact me with any questions or comments prior to the public hearing. Thank you.

**LEGAL NOTICE  
NOTICE OF PUBLIC HEARING**

- I. A public hearing on the proposed 2014 Appropriation Ordinance (Budget) for the City of Berwyn, Illinois for 2014 will be held on February 11, 2014 at 5:45 p.m. at the City Hall Council Chambers located at 6700 West 26<sup>th</sup> Street, Berwyn, Illinois 60402.
  
- II. The proposed 2014 Appropriation Ordinance will be available for public inspection at the office of the City Clerk, Berwyn City Hall, 6700 West 26<sup>th</sup> Street, Berwyn, Illinois 60402, during normal business hours Monday through Friday until February 11, 2014 or until said Appropriation Ordinance is passed by the Berwyn City Council.
  
- III. This notice is being published in compliance with Illinois law, 65 ILCS 5/8 2-9 as well as local ordinances. All interested parties are invited and encouraged to attend this Public Hearing. The Berwyn City Hall building is handicapped accessible and ADA compliant.

By Order of Mayor Robert J. Lovero and the Berwyn City Council

S:// Thomas J. Pavlik, City Clerk, City of Berwyn

January 28, 2014



The City of Berwyn

J-4



Anthony T. Bertuca  
City Attorney

A Century of Progress with Pride

January 22, 2014

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

Re: Ordinance Designating The Berwyn Bungalow at  
6945 Riverside Drive as a Historic Landmark

Ladies and Gentlemen:

This matter was referred to the Legal Department by the Berwyn Historic Preservation Commission.

Rebecca Houze, the Secretary for the BHPC, has prepared this Ordinance and has requested City Clerk, Thomas Pavlik, as well as the Law Department to present this for your consideration.

Respectfully Submitted,

A handwritten signature in black ink that reads "Anthony T. Bertuca".

Anthony T. Bertuca  
City Attorney

ATB:kmc

ORDINANCE NO.: \_\_\_\_\_

**AN ORDINANCE DESIGNATING THE BERWYN BUNGALOW AT 6945 RIVERSIDE DRIVE, AS A HISTORIC LANDMARK, PURSUANT TO THE REQUIREMENTS OF CHAPTER 1820 OF THE BERWYN CITY CODE.**

---

**WHEREAS**, Chapter 1820 of the Berwyn Code of Ordinances (the "*Historic Preservation Ordinance*") provides rules and procedures for designating Historic Landmark and Districts within the City of Berwyn; and

**WHEREAS**, the Berwyn Historic Preservation Ordinance gives the Historic Preservation Commission (the "*Commission*") responsibility to investigate, review and recommend to the Berwyn City Council those structures or districts that have significant historical, cultural, architectural or aesthetic value as part of the heritage of the City of Berwyn, the State of Illinois, or the United States; and

**WHEREAS**, the Commission received and accepted an application for designation of the bungalow at 6945 Riverside Drive, Berwyn, Illinois, known as the Dvorak House, as a Historic Landmark; and

**WHEREAS**, the Commission held a public hearing pursuant to the requirements of the Historic Preservation Ordinance on December 5, 2013 to consider the designation of the Dvorak House as a Historic Landmark; and

**WHEREAS**, the Commission unanimously recommended to the City Council on December 6, 2013 that the Dvorak House represents a structure that has significant historical, cultural, architectural and aesthetic value as part of the heritage of the City of Berwyn, the State of Illinois, and the United States;

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

**Section 1. Findings.** Based upon City Council's review of the application, the Resolution and Report of the Commission, and the designation standards set forth in Section 1820.06, the City Council makes the following affirmative determination: the Dvorak House in Berwyn, Illinois, embodies significant historical, cultural, architectural, and aesthetic value as part of the heritage of the City of Berwyn, the State of Illinois, and the United States.

**Section 2. Adoption.** The Dvorak House shall hereafter be designated as a Historic Landmark pursuant to the Historic Preservation Ordinance, and subject to the provisions therein.

**Section 3. Filing.** The City Clerk is hereby directed to file with the Recorder of Deeds of Cook County, Illinois a certified copy of this designation ordinance.

**Section 4.** 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 5.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to a  
roll call vote as follows:

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

APPROVED by the Mayor on \_\_\_\_\_, 2014.

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

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

The City of Berwyn

J-5



Anthony T. Bertuca  
City Attorney

**A Century of Progress with Pride**

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

January 28, 2014

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

Re: 06CH22020

Dear Mr. Pavlik:

Please put this item on the January 28, 2014 agenda authorizing the settlement of the above referenced matter for the total of \$37,000.00, based upon City Council authority granted in Executive Session.

Very truly yours,

*Anthony T. Bertuca*

Anthony T. Bertuca  
City Attorney

The City of Berwyn

J-6



Anthony T. Bertuca  
City Attorney

**A Century of Progress with Pride**

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

January 28, 2014

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

Re: 2012WC39130  
2013WC1037  
2013WC1038

Dear Mr. Pavlik:

Please put this item on the January 28, 2014 agenda authorizing the settlement of the above referenced matters for the total of \$24,461.72, based upon City Council authority granted in Executive Session.

Very truly yours,

*Anthony T. Bertuca*

Anthony T. Bertuca  
City Attorney

K-1

The City of Berwyn



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

**A Century of Progress with Pride**

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

January 22, 2014

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

SUBJECT: Payroll January 15, 2014

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the January 28, 2014 meeting.

Payroll: January 15, 2014 in the amount of \$1,193,513.58.

Respectfully Submitted,

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

Nona N. Chapman  
Budget Committee Chairman

The City of Berwyn



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

**A Century of Progress with Pride**

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

January 22, 2014 Mayor  
Robert J. Lovero Members of  
the City Council City of  
Berwyn

SUBJECT: Payables January 28, 2014

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the January 28, 2014 meeting.

Total Payables: January 28, 2014 in the amount of \$ 347,621.00

Respectfully Submitted,

A handwritten signature in black ink that reads "Nona N. Chapman". The signature is written in a cursive style and is positioned over a horizontal dotted line.



# Payment Register

From Payment Date: 1/25/2013 - To Payment Date: 1/27/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
25500	01/16/2014	Open			Accounts Payable	Casam LLC	\$149.90		
25501	01/16/2014	Open			Accounts Payable	Phillips Healthcare	\$268.81		
25502	01/27/2014	Open			Accounts Payable	ABC Automotive Electronics	\$2,063.78		
25503	01/27/2014	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$2,600.00		
25504	01/27/2014	Open			Accounts Payable	Able Printing Service	\$801.40		
25505	01/27/2014	Open			Accounts Payable	Air One Equipment, Inc.	\$6,755.00		
25506	01/27/2014	Open			Accounts Payable	Airgas North Central	\$129.66		
25507	01/27/2014	Open			Accounts Payable	Allied Affiliated Funding, L.P.	\$99.00		
25508	01/27/2014	Open			Accounts Payable	American Cancer Society	\$100.00		
25509	01/27/2014	Open			Accounts Payable	Annette Favia	\$202.50		
25510	01/27/2014	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$168.00		
25511	01/27/2014	Open			Accounts Payable	Arte Verde	\$6,104.89		
25512	01/27/2014	Open			Accounts Payable	Associated Tire and Battery	\$140.00		
25513	01/27/2014	Open			Accounts Payable	AT & T	\$683.57		
25514	01/27/2014	Open			Accounts Payable	AT & T	\$3,957.89		
25515	01/27/2014	Open			Accounts Payable	AT&T	\$1,104.00		
25516	01/27/2014	Open			Accounts Payable	AT&T	\$662.09		
25517	01/27/2014	Open			Accounts Payable	Automated Logic	\$480.00		
25518	01/27/2014	Open			Accounts Payable	B. Davids Landscaping	\$4,875.00		
25519	01/27/2014	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$1,310.35		
25520	01/27/2014	Open			Accounts Payable	Becky Sprafford	\$19.82		
25521	01/27/2014	Open			Accounts Payable	Berwyn Little League	\$300.00		
25522	01/27/2014	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$694.80		
25523	01/27/2014	Open			Accounts Payable	Blackstone Audiobooks	\$584.48		
25524	01/27/2014	Open			Accounts Payable	Bourbonnais Supply Company, Inc.	\$189.00		
25525	01/27/2014	Open			Accounts Payable	Brodart Company	\$192.86		
25526	01/27/2014	Open			Accounts Payable	Case Lots, Inc.	\$572.55		
25527	01/27/2014	Open			Accounts Payable	Cassidy Tire	\$200.49		
25528	01/27/2014	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$12,457.49		
25529	01/27/2014	Open			Accounts Payable	Cermak Animal Clinic	\$80.00		
25530	01/27/2014	Open			Accounts Payable	Chicago International Trucks, LLC	\$265.70		
25531	01/27/2014	Open			Accounts Payable	Chromate Industrial Corporation	\$1,559.50		
25532	01/27/2014	Open			Accounts Payable	Comcast Cable	\$12.66		
25533	01/27/2014	Open			Accounts Payable	ComEd	\$504.59		
25534	01/27/2014	Open			Accounts Payable	Complete Temperature Systems, Inc.	\$453.50		
25535	01/27/2014	Open			Accounts Payable	Constellation New Energy, Inc.	\$1,980.59		
25536	01/27/2014	Open			Accounts Payable	Critical Reach	\$785.00		
25537	01/27/2014	Open			Accounts Payable	Cummins NPower	\$320.46		
25538	01/27/2014	Open			Accounts Payable	Currie Motors	\$19,171.00		
25539	01/27/2014	Open			Accounts Payable	David Green	\$1,129.20		
25540	01/27/2014	Open			Accounts Payable	Deece Automotive	\$1,996.00		
25541	01/27/2014	Open			Accounts Payable	Del Galdo Law Group, LLC	\$20,865.15		
25542	01/27/2014	Open			Accounts Payable	Diamond Graphics, Inc.	\$6,005.60		
25543	01/27/2014	Open			Accounts Payable	Diane Jepsen	\$100.00		
25544	01/27/2014	Open			Accounts Payable	Eagle Engraving	\$11.25		
25545	01/27/2014	Open			Accounts Payable	Eagle Petroleum USA, Inc.	\$640.66		
25546	01/27/2014	Open			Accounts Payable	Easypermit Postage	\$200.00		

# Payment Register

From Payment Date: 1/25/2013 - To Payment Date: 1/27/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25547	01/27/2014	Open			Accounts Payable	Eckert Enterprises, Inc.	\$1,300.00		
25548	01/27/2014	Open			Accounts Payable	Emergency Vehicle Technologies	\$84.95		
25549	01/27/2014	Open			Accounts Payable	ERLA, Inc., dba EMSAR, Inc	\$150.00		
25550	01/27/2014	Open			Accounts Payable	Everbridge, Inc.	\$15,700.00		
25551	01/27/2014	Open			Accounts Payable	Federal Express Corporation	\$248.41		
25552	01/27/2014	Open			Accounts Payable	Felco Vending, Inc.	\$44.00		
25553	01/27/2014	Open			Accounts Payable	First Book National Book Bank	\$216.00		
25554	01/27/2014	Open			Accounts Payable	Flash Electric Company	\$2,210.00		
25555	01/27/2014	Open			Accounts Payable	Force Science Institute, Ltd.	\$1,500.00		
25556	01/27/2014	Open			Accounts Payable	Fox Valley Fire & Safety	\$133.35		
25557	01/27/2014	Open			Accounts Payable	Gale / Cengage	\$332.12		
25558	01/27/2014	Open			Accounts Payable	Global Emergency Products	\$287.56		
25559	01/27/2014	Open			Accounts Payable	Good Old Days	\$15.97		
25560	01/27/2014	Open			Accounts Payable	Grainger	\$271.95		
25561	01/27/2014	Open			Accounts Payable	Grey House Publishing	\$442.05		
25562	01/27/2014	Open			Accounts Payable	GSBS Basketball	\$1,500.00		
25563	01/27/2014	Open			Accounts Payable	Hammerhead Entertainment	\$5,172.00		
25564	01/27/2014	Open			Accounts Payable	Hansen Door	\$500.63		
25565	01/27/2014	Open			Accounts Payable	Heritage Middle School	\$100.00		
25566	01/27/2014	Open			Accounts Payable	Hinckley Springs	\$33.37		
25567	01/27/2014	Open			Accounts Payable	Horizon Screening	\$272.50		
25568	01/27/2014	Open			Accounts Payable	Illinois Alarm	\$90.00		
25569	01/27/2014	Open			Accounts Payable	Illinois Drug Enforcement Officers Assoc.	\$960.00		
25570	01/27/2014	Open			Accounts Payable	Illinois Drug Enforcement Officers Assoc.	\$960.00		
25571	01/27/2014	Open			Accounts Payable	Illinois Fire Chiefs Association	\$550.00		
25572	01/27/2014	Open			Accounts Payable	Illinois Fire Inspectors Association	\$101.99		
25573	01/27/2014	Open			Accounts Payable	Illinois Office of the State Fire Marshall	\$300.00		
25574	01/27/2014	Open			Accounts Payable	Illinois Tactical Officers Association	\$295.00		
25575	01/27/2014	Open			Accounts Payable	Ingram Library Services	\$158.90		
25576	01/27/2014	Open			Accounts Payable	J & L Uniforms	\$131.00		
25577	01/27/2014	Open			Accounts Payable	J. R. Carpet, Inc.	\$2,650.00		
25578	01/27/2014	Open			Accounts Payable	Jack's Rental, Inc.	\$919.59		
25579	01/27/2014	Open			Accounts Payable	Jarmila Sevcikova	\$1,014.00		
25580	01/27/2014	Open			Accounts Payable	JNC Consulting, Inc.	\$1,600.00		
25581	01/27/2014	Open			Accounts Payable	Joe Rizza Ford	\$577.43		
25582	01/27/2014	Open			Accounts Payable	Julie, Inc.	\$1,955.20		
25583	01/27/2014	Open			Accounts Payable	Keyth Technologies, Inc.	\$2,880.00		
25584	01/27/2014	Open			Accounts Payable	L - K Fire Extinguisher Service	\$115.45		
25585	01/27/2014	Open			Accounts Payable	Lawndale News	\$540.00		
25586	01/27/2014	Open			Accounts Payable	Lexisnexis Risk & Information Analytics Group	\$225.00		
25587	01/27/2014	Open			Accounts Payable	M. K. Sports	\$1,680.00		
25588	01/27/2014	Open			Accounts Payable	Maria Romero	\$214.00		
25589	01/27/2014	Open			Accounts Payable	Maria SS Lauretana	\$100.00		
25590	01/27/2014	Open			Accounts Payable	McCann industries, Inc.	\$2,537.85		
25591	01/27/2014	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
25592	01/27/2014	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		

# Payment Register

From Payment Date: 1/25/2013 - To Payment Date: 1/27/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25593	01/27/2014	Open			Accounts Payable	McGuire's II, LLC	\$150.00		
25594	01/27/2014	Open			Accounts Payable	Menards	\$39.96		
25595	01/27/2014	Open			Accounts Payable	Menards	\$127.93		
25596	01/27/2014	Open			Accounts Payable	Menards	\$84.18		
25597	01/27/2014	Open			Accounts Payable	Micro Marketing, LLC	\$75.47		
25598	01/27/2014	Open			Accounts Payable	Mid-States Organized Crime Information Center	\$300.00		
25599	01/27/2014	Open			Accounts Payable	Midwest Tape	\$165.93		
25600	01/27/2014	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
25601	01/27/2014	Open			Accounts Payable	Mike & Sons	\$4,356.00		
25602	01/27/2014	Open			Accounts Payable	Monroe Truck Equipment, Inc.	\$745.64		
25603	01/27/2014	Open			Accounts Payable	Morton West High School	\$300.00		
25604	01/27/2014	Open			Accounts Payable	National Fire Protection Association	\$165.00		
25605	01/27/2014	Open			Accounts Payable	National Power Rodding Corp.	\$27,892.94		
25606	01/27/2014	Open			Accounts Payable	Nicor Gas	\$617.00		
25607	01/27/2014	Open			Accounts Payable	Nora Laureto	\$570.00		
25608	01/27/2014	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$75.00		
25609	01/27/2014	Open			Accounts Payable	Office Depot	\$78.62		
25610	01/27/2014	Open			Accounts Payable	Office Equipment Sales	\$1,987.33		
25611	01/27/2014	Open			Accounts Payable	Olis Elevator Company	\$2,464.20		
25612	01/27/2014	Open			Accounts Payable	Pliney Bowes	\$4,679.36		
25613	01/27/2014	Open			Accounts Payable	Pliney Bowes	\$388.97		
25614	01/27/2014	Open			Accounts Payable	PNC Equipment Finance	\$4,304.21		
25615	01/27/2014	Open			Accounts Payable	Premier Specialties	\$2,460.24		
25616	01/27/2014	Open			Accounts Payable	Professional Pest Control, Inc.	\$75.00		
25617	01/27/2014	Open			Accounts Payable	Random House, Inc.	\$71.25		
25618	01/27/2014	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$5,064.00		
25619	01/27/2014	Open			Accounts Payable	Record Information Services, Inc.	\$778.00		
25620	01/27/2014	Open			Accounts Payable	Reliable Materials	\$648.00		
25621	01/27/2014	Open			Accounts Payable	Richard C. Dahms	\$2,010.00		
25622	01/27/2014	Open			Accounts Payable	Robert J. Lovero	\$80.20		
25623	01/27/2014	Open			Accounts Payable	Robert R. Andreas & Sons	\$3,905.50		
25624	01/27/2014	Open			Accounts Payable	Roscoe Company	\$1,696.90		
25625	01/27/2014	Open			Accounts Payable	Rose's Catering	\$1,070.00		
25626	01/27/2014	Open			Accounts Payable	Safelite	\$444.85		
25627	01/27/2014	Open			Accounts Payable	Sam's Club / GECRB	\$176.38		
25628	01/27/2014	Open			Accounts Payable	Sam's Club / GECRB	\$402.61		
25629	01/27/2014	Open			Accounts Payable	Seguin RCA	\$50.00		
25630	01/27/2014	Open			Accounts Payable	Shane's Office Supply Company	\$61.50		
25631	01/27/2014	Open			Accounts Payable	Showcases	\$367.20		
25632	01/27/2014	Open			Accounts Payable	Simplex Grinnell	\$2,378.75		
25633	01/27/2014	Open			Accounts Payable	Sirchie Finger Print Laboratories	\$2,687.15		
25634	01/27/2014	Open			Accounts Payable	Spring-Green	\$707.10		
25635	01/27/2014	Open			Accounts Payable	Sprint	\$1,444.50		
25636	01/27/2014	Open			Accounts Payable	Standard Equipment Company	\$2,549.95		
25637	01/27/2014	Open			Accounts Payable	Storino, Ramello & Durkin	\$469.35		
25638	01/27/2014	Open			Accounts Payable	Suburban Life Publications	\$42.00		
25639	01/27/2014	Open			Accounts Payable	Superior Lamp Inc.	\$1,011.54		
25640	01/27/2014	Open			Accounts Payable	Sussex Management Assoc.	\$398.00		

# Payment Register

From Payment Date: 1/25/2013 - To Payment Date: 1/27/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
25641	01/27/2014	Open			Accounts Payable	SWAN	\$9,353.50		
25642	01/27/2014	Open			Accounts Payable	Tammy R. Clausen	\$40.00		
25643	01/27/2014	Open			Accounts Payable	Teen Ink	\$189.00		
25644	01/27/2014	Open			Accounts Payable	Tele-Tron Ace Hardware	\$112.76		
25645	01/27/2014	Open			Accounts Payable	Tele-Tron Ace Hardware	\$254.20		
25646	01/27/2014	Open			Accounts Payable	The Knox Company	\$44.00		
25647	01/27/2014	Open			Accounts Payable	Theodore J. Polashek	\$1,929.50		
25648	01/27/2014	Open			Accounts Payable	Thomas J. Pavlik	\$16.91		
25649	01/27/2014	Open			Accounts Payable	Thomson Reuters- West	\$310.91		
25650	01/27/2014	Open			Accounts Payable	Thyssenkrupp Elevator Corporation	\$1,158.86		
25651	01/27/2014	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$288.50		
25652	01/27/2014	Open			Accounts Payable	Truckpro - Chicago	\$576.77		
25653	01/27/2014	Open			Accounts Payable	Tyco Integrated Security LLC	\$54.00		
25654	01/27/2014	Open			Accounts Payable	U.S. Cellular	\$144.83		
25655	01/27/2014	Open			Accounts Payable	Unique Management Services, Inc.	\$80.55		
25656	01/27/2014	Open			Accounts Payable	Unique Plumbing	\$44,791.97		
25657	01/27/2014	Open			Accounts Payable	US Gas	\$94.80		
25658	01/27/2014	Open			Accounts Payable	USIC Locating Services, Inc.	\$1,093.11		
25659	01/27/2014	Open			Accounts Payable	Verizon Wireless	\$411.07		
25660	01/27/2014	Open			Accounts Payable	Walgreens Company	\$61.33		
25661	01/27/2014	Open			Accounts Payable	Waste Management	\$27,541.80		
25662	01/27/2014	Open			Accounts Payable	Weimer Machine	\$3,992.28		
25663	01/27/2014	Open			Accounts Payable	Yadira Franco	\$6.51		
25664	01/27/2014	Open			Accounts Payable	Zee Medical, Inc.	\$77.75		
25665	01/27/2014	Open			Accounts Payable	Chief Tom Gaertner	\$120.00		
25666	01/27/2014	Open			Accounts Payable	CNA Surety	\$30.00		
25667	01/27/2014	Open			Accounts Payable	Hanna Law & Deborah Mirabelli as mother & next, friend of Samantha Mirabelli	\$7,500.00		
25668	01/27/2014	Open			Accounts Payable	Humana	\$263.50		
25669	01/27/2014	Open			Accounts Payable	Maria Botello	\$1,475.00		
25670	01/27/2014	Open			Accounts Payable	Marion Mik	\$484.00		
25671	01/27/2014	Open			Accounts Payable	Sultan Alotairi	\$500.00		
Type Check Totals:									
01 - General Cash Totals							\$347,621.00		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	172	\$347,621.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	172	\$347,621.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	172	\$347,621.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 1/25/2013 - To Payment Date: 1/27/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				Total	172		\$347,621.00	\$0.00	
<b>Grand Totals:</b>									
<b>Checks</b>									
		Status	Count			Transaction Amount	Reconciled Amount		
		Open	172			\$347,621.00	\$0.00		
		Reconciled	0			\$0.00	\$0.00		
		Voided	0			\$0.00	\$0.00		
		Stopped	0			\$0.00	\$0.00		
		Total	172			\$347,621.00	\$0.00		
<b>All</b>									
		Status	Count			Transaction Amount	Reconciled Amount		
		Open	172			\$347,621.00	\$0.00		
		Reconciled	0			\$0.00	\$0.00		
		Voided	0			\$0.00	\$0.00		
		Stopped	0			\$0.00	\$0.00		
		Total	172			\$347,621.00	\$0.00		

Mayor **Robert J. Lovero** *K-3*



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

**M E M O R A N D U M**

January 24, 2014

TO: The Honorable Robert J. Lovero  
Members of the City Council

RE: Handicap Parking Application #868  
6817 W. 32<sup>nd</sup> Street

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with a recommendation for approval of a parking space.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
6817 W. 32 <sup>nd</sup>	Robert Ainley	868

Thank you very much,

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



# Berwyn Police Department

6401 West 31st. Street  
Berwyn, Illinois 60402  
708-795-5600  
Fax 708-795-5627  
Emergency Call 911

## Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero  
From: Berwyn Police Department Community Service Division  
Date : 12/3/2013  
Officer: M. Raimondi #192

Applicant Name: Robert Ainley  
Address: 6817 W. 32nd Street, Berwyn IL 60402  
Telephone:

Nature of Disability:

### Information

Doctor's Note/ Affidavit:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Interviewed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owner's Support Letter	<input checked="" type="checkbox"/> <input type="checkbox"/>	Handicapped Plate	<input type="checkbox"/> <input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Handicapped Placard	<input type="checkbox"/> <input type="checkbox"/>
Driveway:	<input type="checkbox"/> <input checked="" type="checkbox"/>	Wheelchair:	<input type="checkbox"/> <input type="checkbox"/>
Off Street:	<input type="checkbox"/> <input checked="" type="checkbox"/>	Walker / Cane:	<input type="checkbox"/> <input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/> <input type="checkbox"/>	Oxygen:	<input type="checkbox"/> <input type="checkbox"/>

Meets Police Dept Requirements	Space	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Zone	<input type="checkbox"/> <input type="checkbox"/>

Report # 13-12310

Ward Alderman: Margaret Paul

<b>Staff Recommendation</b>	
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>



**OFFICIAL SWORN POLICE REPORT**

**Berwyn Police Department**

6401 West 31st Street Berwyn, IL 60402 (708) 795-5600

Incident#: 13-12310

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 13-12310
REPORT TYPE Incident Report	RELATED CAD # C13-064714	DOT #		HOW RECEIVED
WHEN REPORTED 12/03/2013 14:16	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 6817 W 32nd ST Berwyn, IL 60402			
TIME OF OCCURRENCE 12/03/2013 14:16	STATUS CODE		STATUS DATE	

**INVOLVED ENTITIES**

NAME AINLEY, ROBERT		DOB	AGE 81	ADDRESS 6817 W 32nd ST Berwyn, IL 60402		
SEX M	RACE White, Caucasian	HGT	WGT	HAIR	EYES	PHONE
SID #	DL #	FBI #			ALT PHONE	
CLOTHING						
UCR 9041 (Applicant File) - 0 count(s)				TYPE Reporting Party		RELATED EVENT #

**INVOLVED VEHICLES**

VEH/PLATE # 6982727	STATE IL	MAKE Van/Minivan	MODEL Windsor	YEAR 2000	MAKE Ford	MODEL Windsor	YEAR 2000	OWNER AINLEY, ROBERT
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**DRAFT**

**NARRATIVES**

**PRIMARY NARRATIVE**

Robert Ainley who resides at 6817 W. 32nd Street, Berwyn IL, is requesting handicapped parking signs to be placed in front of his residence (on 32nd Street, closest to the parkway).

Mr. Ainley is not the property owner and he does not have garage access. There is a garage on the premises which is currently rented out to other tenants in the building.

For the above stated reasons, this officer feels that this application should be considered for approval at this time.

REPORTING OFFICER RAIMONDI, MARGO J	STAR # 192	APPROVED BY	STAR #
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Robert J. Lovero  
Mayor



James D. Ritz  
Chief of Police

A Century of Progress with Pride

*Rec'd*  
*11/22/13*

**Affidavit For Handicapped Parking Sign or Drop Off Zone**

You must have a permanent Handicap State Plate or Handicap Placard to park any vehicle in a designated Handicap Parking space

ROBERT AINLEY  
(Name of Handicapped Applicant)

6817 32<sup>ND</sup> ST APT 3  
(Berwyn Address)

\_\_\_\_\_  
(Name of caregiver, or guardian if minor)

\_\_\_\_\_  
(Telephone /Cell Phone Number)

Is there a garage on the property?  Yes / No

Are you the homeowner? Yes \_\_\_ No

Driveway YES Carport NO

**All Applicants must submit the Physicians form (A)**

**\*Renters must submit the Owner Consent form (B).**

\*\*\*\*\*

**Vehicle Information**

Ford VAN  
(Vehicle make and model)

CERULEAN 2000  
(Color / Year)

\_\_\_\_\_  
(Illinois License Plate Number)

3300  
(Current City Vehicle Sticker Number)

\_\_\_\_\_  
(Illinois Handicapped Plate)

CA95694  
(Illinois Permanent Handicap Placard Number)

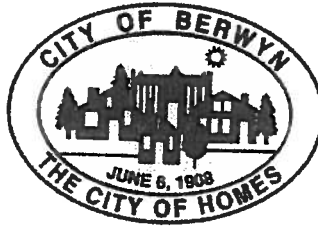
I hereby affirm that the information provided is true and correct, and it shall be prohibited and unlawful for any person to file a sworn affidavit, which said person knows to be false or believes to be false.

Robert J. Ainsley

11/22/13

Return the completed form to the Parking Division at the Berwyn Police Department  
6401 West 31<sup>st</sup> Street, Berwyn, Illinois 128.14 COUNCIL PACKET page 49

Robert J. Lovero  
Mayor



James D. Ritz  
Chief of Police

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**Form B**  
**Owner Consent For Handicap Sign**  
**Placement/Drop-off Zone**

I THEODORE SEPSIS, owner/manager of the property at  
6815 W 32<sup>ND</sup> ST, state as follows:

- 1) That Robert Ainley is a tenant at the above listed property.
- 2) That ROBERT AINLEY has no access to any parking on the premises.
- 3) That if ROBERT AINLEY is granted a handicapped sign or drop-off zone by the City of Berwyn, I have no objection to the placement of signs in front of this address.
- 4) I agree to notify the City of Berwyn if ROBERT AINLEY no longer resides on the premises.

Theodore Sepsis  
Signature/Date

Name: THEODORE SEPSIS  
Address: \_\_\_\_\_  
Phone#: \_\_\_\_\_

**Robert J. Lovero**  
Mayor



**James D. Ritz**  
Chief of Police

**A Century of Progress with Pride**

(Signature of handicapped person or their legal guardian)

(Date)

## Physician Form (A)

**This form must be filled out in its entirety and signed by your physician.**

**Physician must state, by printing below, the nature of the patient's handicap**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the patient utilize any of the following? :

Walker \_\_\_\_\_ Wheel Chair \_\_\_\_\_ Cane \_\_\_\_\_ Oxygen \_\_\_\_\_

I hereby certify that the physical conditions of the above named "Handicapped Person" constitutes him/her as a handicapped person as defined under the statutory provision Par. 1-159 (Physically Handicapped Person -- Every natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

\_\_\_\_\_  
(Physician's Signature/Stamp)

11/4/13  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Physician's Name)

\_\_\_\_\_  
(Address and Telephone Number)

**Handicapped Space/Zone  
Public Works Site Inspection**

Application # 868

Public Works Director or Designee Dan Schiller

Comments: \_\_\_\_\_

Meets Public Works Criteria:

Parking Space	Yes	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>

No	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

Date: 1/7/2014

Police Report # 13-12310

**Handicapped Space/Zone  
Traffic Engineer Site Inspection**

Application # 868

Traffic Engineer or Designee Nicole Campbell

Comments: \_\_\_\_\_

Meets Traffic Criteria for:

Parking Space	Yes	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>

No	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

Date: 1/7/2014

Police Report # 13-12310