



# **City of Berwyn**

## **City Council Meeting**

**April 23, 2013**

# BERWYN CITY COUNCIL MEETING

APRIL 23, 2013

DEAR ATTENDEE.....THE MAYOR AND CITY COUNCIL WELCOME YOU. PLEASE KEEP IN MIND THAT THIS IS A MEETING OF THE MAYOR AND COUNCIL MEMBERS AS OPPOSED TO A PUBLIC HEARING WHERE ATTENDEES ARE ENCOURAGED TO PARTICIPATE. UNLESS INVITED BY THE MAYOR TO SPEAK, YOU ARE REQUESTED NOT TO INTERRUPT. IF YOU ARE RECOGNIZED BY THE MAYOR, PLEASE PREFACE YOUR REMARKS BY STATING YOUR NAME AND ADDRESS FOR THE RECORD. THANK YOU.

ROBERT J. LOVERO  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

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## AGENDA

### ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
  - 1. REGULAR MEETING 4/10/13 – COW 4/10/13 – PUBLIC HEARING 4/10/13
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
  - 1. UPDATING AND CODIFICATION OF ORDINANCES
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
  - 1. ZONING BOARD- RECOMMENDATION IN THE REQUEST OF A CONDITIONAL USE TO OPERATE A MEDICAL OFFICE IN A RETAIL OVERLAY DISTRICT -DENY
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES, OTHER BOARDS AND COMMISSIONS
  - 1. DEFFERED ITEM I-2 - EMPLOYEE HANDBOOK
- (J) STAFF REPORTS
  - 1. ADMINISTRATIVE ASSISTANT TO MAYOR-PUBLIC OFFICIALS BOND RENEWAL
  - 2. ADMINISTRATIVE ASSISTANT TO MAYOR-CRIME INSURANCE RENEWAL
  - 3. ADMINISTRATIVE ASSISTANT TO MAYOR-POLICE PENSION FUND AND FIRE PENSION FUND FIDUCIARY RENEWAL
  - 4. ADMINISTRATIVE ASSISTANT TO MAYOR-NSP PROPERTIES -PROPERTY AND GENERAL LIABILITY INSURANCE RENEWAL
  - 5. ADMINISTRATIVE ASSISTANT TO MAYOR-PROPERTY AND AUTO PHYSICAL DAMAGE INSURANCE RENEWAL
  - 6. ASSISTANT CITY ADMINISTRATOR-COLLECTION SERVICES AGREEMENT / ORDINANCE WITH HELLER AND FRISONE, LTD.

BERWYN CITY COUNCIL MEETING  
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7. CITY ATTORNEY-ORDINANCE ESTABLISHING REGULATION FOR "OPEN FIRE BURNING"
8. ASSISTANT FIRE CHIEF-PURCHASE OF A FIRE DEPARTMENT VEHICLE
9. FIRE BATTALION CHIEF- PUBLIC EDUCATION – FIRE PUP PROGRAM 2013

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

1. BUDGET CHAIR-PAYROLL- 4/10/13-\$1,072,350.38
2. BUDGET CHAIR-PAYABLES- 4/24/13 - \$1,044,997.44
3. 2013 SCHEDULE FOR COMBINED VETERANS OF BERWYN

ITEMS SUBMITTED ON TIME 16



THOMAS J. PAVLIK - CITY CLERK


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



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



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

ROBERT J. LOVERO  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

MINUTES  
BERWYN CITY COUNCIL  
APRIL 10, 2013

C-1

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Skryd, Santoy, Polashek, Avila and Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was had for the deceased former resident, Frank Juliano and the Men and Women on the streets of Berwyn protecting our safety, along with the Men and Women in the Armed Forces.
3. The Open Forum portion of the meeting was announced. There being no speakers for the open forum, it was declared closed.
4. The minutes of the Berwyn City Council and the Committee of the Whole held March 26, 2013 were submitted. Thereafter, Avila made a motion, seconded by Skryd, to concur and approve as presented. The motion carried by a voice vote.
5. Chapman made a motion, seconded by Boyajian, to suspend the rules and bring forward item J-1. The motion carried by a voice vote. J-1 is a communication from the Berwyn's Police Chief Ritz regarding the introduction and swearing in of Probationary Police Officers Jeffery Brenka and Katie Perez. Avila made a motion, seconded by Chapman, to concur, approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the oath of office.
6. The Berwyn Development Corporation submitted a Resolution regarding the Route 66 Car Show and the closure of Ogden Avenue on September 7, 2013. Thereafter, Chapman made a motion, seconded by Boyajian, to concur, **adopt** the resolution and authorize the corporate authorities to affix their signatures thereto. The motion carried with a unanimous roll call vote.
7. The Berwyn Development Corporation submitted a communication regarding Big Hurt Brewhouse Redevelopment Agreement and an ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND**



BERWYN CITY COUNCIL MINUTES  
April 10, 2013

**AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH 6801 WEST CERMAK, LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS**

Thereafter, Avila made a motion, seconded by Polashek, 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.

8. The Mayor submitted a communication from Del Galdo Law Group, LLC regarding closed session settlement recommendation for Arthur J. Rodgers and Company. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve for payment in an amount not to exceed \$5,000.00. The motion carried with a unanimous roll call vote.
9. The Zoning Board of Appeals submitted a communication regarding the request for a conditional use to allow for a Financial Loan Office in a Retail Overlay District at 6350 W. Cermak Road, Berwyn. The Mayor recognized the attorney for Speedy Cash who read statement regarding same. Thereafter, Santoy made a motion, seconded by Polashek, to concur with the recommendations of the Zoning Board and **deny** the request. The motion carried with a unanimous roll call vote.
10. Alderman Avila submitted a communication regarding the Berwyn 5k Bungalow Boogie Resolution. Thereafter, Avila made a motion, seconded by Laureto to defer. After discussion, the motion was amended by Avila, seconded by Laureto, to withdraw the communication. The motion carried by a voice vote.
11. Alderman Skryd submitted a communication regarding the Referral Employee Handbook. Skryd made a motion, seconded by Paul, to refer the matter to the Mayor. After discussion, the motion and second were withdrawn. Thereafter, Skryd made a motion, seconded by Santoy, to defer the matter for two weeks. The motion carried by a voice vote.
12. Alderman Skryd submitted a communication regarding Referral Item #14 dated 8-11-09, Explore Risk Management Pool vs. Self-insurance Currently Done by City. Thereafter, Skryd made a motion, seconded by Paul, to concur with the committee's decision and remove the item from the referral listing. The motion carried with a voice vote.
13. Alderman Skryd submitted a communication regarding Referral item #19 dated 7-08-08, Employee Conduct. Thereafter, Skryd made a motion,

**BERWYN CITY COUNCIL MINUTES**  
**April 10, 2013**

seconded by Paul, to concur with the decision of the committee and remove the item from the referral list. The motion carried by a voice vote.

14. Alderman Skryd submitted a communication regarding Referral item #19 dated 6-24-08, Fire & Police Committee Recommendation Grievance "B". Thereafter, Skryd made a motion, seconded by Paul, to concur with the recommendations of the committee and remove the item from the referral list. The motion carried by a voice vote.
15. Alderman Skryd submitted a communication regarding referral item #18 dated 6-24-08, Fire & Police Committee Recommendation Grievance "A". Thereafter, Skryd made a motion, seconded by Paul, to concur with the recommendations of the committee and remove the item from the referral list. The motion carried by a voice vote.
16. Alderman Skryd submitted a communication regarding referral item #18 dated 1-22-08, Personnel Matter. Thereafter, Skryd made a motion, seconded by Paul, to concur with the recommendations of the committee and remove the item from the Administration referral list. The motion carried by a voice vote.
17. Alderman Skryd submitted a communication regarding referral item #13 dated 10-23-07, Director of Administration. Thereafter, Skryd made a motion, seconded by Paul, to concur with the recommendations of the committee and remove the item from the referral list. The motion carried by a voice vote.
18. Alderman Skryd submitted a communication regarding referral item #18 dated 9-25-07, Aldermanic Expenses Accounts. Thereafter, Skryd made a motion, seconded by Paul, to concur with the recommendations of the committee and remove the item from the referral list. The motion carried by a voice vote.
19. Alderman Skryd submitted a communication regarding Proposed Parking Super Zone for 2400 and 2500 Blocks of Cuyler and Highland. After discussion, Skryd made a motion, seconded by Polashek, to refer the communication to the Parking and Traffic Committee. The motion carried with a voice vote.
20. Public Works Director submitted a communication and a Proclamation for Arbor Day April 26, 2013. Thereafter, Boyajian made a motion, seconded by

**BERWYN CITY COUNCIL MINUTES**  
**April 10, 2013**

Polashek, to concur and **adopt** the proclamation as presented. The motion carried with a unanimous roll call vote.

21. Public Works Director submitted a communication regarding the request to purchase a 2013 Ford Escape to replace the Ford Taurus from the Building Department. Thereafter, Boyajian made a motion, seconded by Chapman, to concur and approve the purchase of a 2013 Ford Escape as submitted and to refer the 2000 Ford Taurus to Finance Director for disposal. The motion carried by a unanimous roll call vote.
22. The Public Works Director submitted a communication regarding Authorize staff to negotiate a contract for engineering services for Depot Streetscape Design. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approved as submitted. The motion carried by a unanimous roll call vote.
23. The Public Works Director submitted a communication regarding the 2013 landscape maintenance and upkeep recommendation to award contract extension. Thereafter, Avila made a motion, seconded by Chapman, to concur, award the contract extension to Hoy Landscaping and approve for payment in an amount not to exceed \$33,742.00. The motion carried by the following call of the roll: Yea: Chapman, Paul, Skryd, Santoy, Avila, Laureto. Nay: Boyajian, Polashek.
24. The Public Works Director submitted a communication regarding Authorization to advertise and hire one staff engineer. Thereafter, Chapman made a motion, seconded by Laureto, to concur and grant permission to advertise. The motion carried by unanimous roll call vote.
25. Assistant City Administrator submitted a communication regarding Engineering services for The Train Station Upgrades- Engineering Solutions Team. Thereafter, Chapman made a motion, seconded by Boyajian to concur and approve as submitted. The motion carried by the following call of the roll: Yea: Chapman, Boyajian, Paul, Skryd, Polashek, Avila, Laureto. Nay: Santoy.
26. The Grants Coordinator submitted a communication regarding the Fourth Amendment to Commuter Facility improvement Grant Agreement. Thereafter, Chapman made a motion, seconded by Polashek, to concur,

**BERWYN CITY COUNCIL MINUTES**  
**April 10, 2013**

approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a roll call vote.

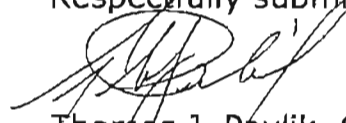
27. The Consent agenda Items K-1 thru K-6 were submitted:

- K-1 Budget Chair-Payroll-3/27/13 - \$1,058,066,70-Approved
- K-2 Budget Chair-Payables-4/10/13 - \$1,062,365.56-Approved
- K-3 Collections and Business Licenses for March, 2013
- K-4 Building and local improvement Permits for March, 2013
- K-5 Sokol Tabor-Rummage Sale - 4/12/13 & 4/13/13-9 a.m. to 2 p.m.
- K-6 Bow Wow Luau-Grove Ave-between 32<sup>nd</sup> & Stanley/Street Closure-7/28/13 - 12 p.m. to 4 p.m.

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

28. 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 8:30 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**  
**April 10, 2013**

1. Mayor Lovero called the Committee of the Whole to order at 6:03 p.m.; upon the call of the roll the following responded present: Chapman, Boyajian, Paul, Skryd, Polashek, Avila and Laureto. Absent: Santoy.
2. 2013 Integrated Marketing Campaign Presentation: The Mayor recognized Executive Director of the Berwyn Development Corporation, Anthony Griffin and Amy Crowther who gave a PowerPoint presentation and reviewed the marketing campaign history, evaluated the success since 2007 and reviewed the opportunity to attract new residents and businesses.

Note: Santoy present at 6:05 p.m.

Four different billboard concepts were presented for a survey and the slogan chosen was "Make The Move - Berwyn," with a rising bulls-eye along the Chicago Skyline.

3. Real Estate Purchase of Stanley Ave. Property (Kako's :) The Mayor recognized special legal counsel James Vasselli who reviewed the purchase agreement for 6535 Stanley Ave., noting the property is ready to close at a purchase price of \$260,000. Alderman Chapman questioned if there were any additional costs for property. The mayor recognized Public Works Director Robert Schiller who reported he had done his due diligence on the property and that there will be additional costs of approximately \$30,000 to prepare the building for the intended storage use. Schiller stated the cost will be split 50/50 with the city and drug forfeiture funds, along with the purchase price.
4. The Mayor stated that Rick Heidner and Frank Thomas will be here at 7:00 p.m. for the Big Hurt Brewhouse Redevelopment Agreement and asked for a motion to go into closed session for pending litigation and that council will come back into open thereafter. Avila made a motion, seconded by Chapman, to close the Committee of the Whole at 6:12 p.m. The motion carried.
5. A motion was made in closed session to re-open the Committee of the Whole by Santoy, seconded by Polashek, at 6:25 p.m. The motion carried.
6. Big Hurt Brewhouse Redevelopment Agreement: The Mayor recognized Anthony Griffin who presented and reviewed the agreement, Item E-2. Griffin introduced developer Rick Heidner and Frank Thomas who presented their concept, noting they will own the building jointly. The Mayor then recognized James Vasselli who reviewed the default provisions of the contract, noting the

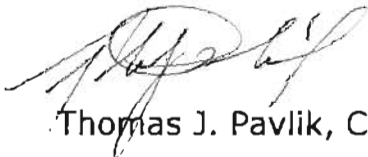
COMMITTEE OF THE WHOLE

April 10, 2013

city has already received a \$50,000 deposit on the Oak Park/Cermak Bank Building project.

7. There being no further business for the Committee of the Whole, the Mayor asked for a motion to adjourn. Thereafter, a motion was made by Polashek, seconded by Skryd, to adjourn the Committee of the Whole at 6:48 p.m. The motion carried by a voice vote.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Pavlik', written over a horizontal line.

Thomas J. Pavlik, CMC, City Clerk

MINUTES  
PUBLIC HEARING  
APRIL 10, 2013

**PUBLIC HEARING**

**RESIDENTIAL AGGREGATION FOR ELECTRIC RATES**

1. The Public Hearing for the Residential Aggregation for Electric Rates was called to order at 5:45 p.m. City Officials and Department heads in attendance: Aldermen Boyajian, Paul, Polashek, Laureto, Mayor Lovero, Asst. City Administrator Summers, City Attorney Bertuca and Clerk Pavlik.
2. Clerk Pavlik read the legal notice into record and provided an affidavit of certification of publication.
3. Assistant City Administrator Evan Summers gave a presented the Residential Aggregation for Electric Rates for the City of Berwyn and introduced two representatives from Illinois Energy Aggregation who reviewed the process of going out for a RFP (Request for Proposal) for rate quotes. If the passed by city council and a contract awarded to the lowest qualified bidding energy supplier, Com Ed would then send a letter to every customer to opt out. If any customer already has a different supplier they would then have an opportunity to opt in at that time if they choose.

Note: Alderman Avila present at 5:50 p.m.

Alderman Boyajian questioned if Com Ed will still service the lines and meters. Answer; yes. Illinois Energy Aggregation will seek bids for one, two and three years.

Note: Alderman Skryd present at 5:55 p.m.

4. Comments and Questions:

The Mayor asked if there were any questions or comments from the general public and/or Aldermen, there were none.

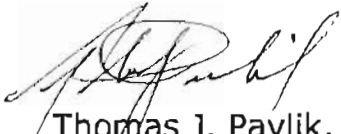
Note: Alderman Chapman present at 5:59 p.m., Treasurer Kroc present at 6:00 p.m.

Summers stated there will be another public hearing held on April 23, 2013 at 5:30 p.m. and if the referendum question passes, the matter will be presented at the April 23, 2013 Berwyn City Council meeting.

MINUTES  
PUBLIC HEARING  
APRIL 10, 2013

5. There being no further comments or questions, the Public Hearing was adjourned at the hour of 6:02 p.m.

Respectfully submitted,



Thomas J. Pavlik, CMC  
City Clerk





## **D. Bid Openings Tabulations**



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



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



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

**The City of Berwyn**



**Thomas J. Pavlik  
City Clerk**

G-1

**A Century of Progress with Pride**

8700 West 28<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2567  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

April 19, 2013

Mayor Lovero and Members  
Of the Berwyn City Council

Re: Updating and Codification of Ordinances

Mayor and Council Members,

Attached is "AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTION IN CONFLICT THEREWITH", Ordinance 12-24, 12-25 and 12-44.

Respectfully,

Thomas J. Pavlik  
City Clerk

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

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, American Legal Publishing Corporation completed its most recent updating of the Codified Ordinances of the City; and

WHEREAS, various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating of the Codified Ordinances (October 9, 2012) have been included in the Codified Ordinances of the City;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERWYN, ILLINOIS:

SECTION 1. The editing, arrangement and numbering or renumbering of the following ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
12-24	11-13-2012	209.08
12-25	11-13-2012	222.07
12-44	12-11-2012	1048.02

SECTION 2. Pursuant to State law, three copies of the 2013 S-12 Supplement Pages for the Codified Ordinances have been filed for a period of thirty days prior to the adoption of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its adoption, approval, recording and publication as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Published this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the \_\_\_\_\_, Berwyn,  
Illinois.

\_\_\_\_\_  
City Clerk



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





Mayor  
**Robert J. Lovero**

City Clerk  
**Thomas J. Pavlik**

A CENTURY OF PROGRESS WITH PRIDE

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

## Zoning Board of Appeals

Dominick Castaldo  
Joel Chrastka  
Robert W. Fejt  
Mary Esther Hernandez  
Lance C. Malina  
Don Miller  
Alicia M. Rulz

April 18, 2013

Dear Mayor Lovero and Members of the City Council:

Attached for your consideration are Findings of Fact from the Zoning Board of Appeals relative to a request for a Conditional Use filed by Petitioner JenCare Neighborhood Medical Center Berwyn, LLC. The Petitioner seeks to operate a medical office on the first floor of a commercial use building in a retail overlay district within the C-2 General Commercial Zoning District at 6326 W. Cermak. The Property is located in a retail overlay district within the C-2 General Commercial Zoning District, where a medical office larger than 1,000 square feet is a regulated use that, under the circumstances present here, requires a conditional use in order to locate at the Property, pursuant to Section 1258.13 of the Zoning Code of the City of Berwyn ("Zoning Code").

Attached to the Findings of Fact are Exhibits from the Public Hearing, as well as the ZBA packet materials.

**The recommendation of the ZBA in this matter was to DENY the request for a conditional use, on a vote of 4-3.** In order to concur with the recommendation of denial, the Council only needs to approve a motion. However, because this matter was such a close vote. I am including an Ordinance for your consideration at this time so that the Council has the ability to approve the conditional use if it so desires.

Respectfully,

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

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

**April 16, 2013**

**APPLICATION:** For a Conditional Use to Allow for a Medical Office over 1,000 square feet in a Retail Overlay District at 6326 W. Cermak Road, Berwyn, Illinois.

**PETITIONER:** JenCare Neighborhood Medical Center Berwyn, LLC

**PROPERTY:** 6326 W. Cermak Road, Berwyn, Illinois (the "Property")

**SUMMARY OF REQUEST AND RECOMMENDATION:** The City of Berwyn has received a request from Petitioner JenCare Neighborhood Medical Center Berwyn, LLC ("Petitioner") for a conditional use to operate a medical office on the first floor of a commercial use building within the C-2 General Commercial Zoning District at 6326 W. Cermak. The Property is located in a retail overlay district within the C-2 General Commercial Zoning District, where a medical office greater than 1,000 square feet is a regulated use that, under the circumstances present here, requires a conditional use in order to locate at the Property, pursuant to Section 1258.13 of the Zoning Code of the City of Berwyn ("Zoning Code").

Following a public hearing held on April 16, 2013, the Zoning Board of Appeals of the City of Berwyn ("ZBA") recommended denial of the requested conditional use on a vote of 4-3.

**BACKGROUND:** The Property is an existing masonry block building that has been vacant for over two (2) years. Petitioner proposes to locate and operate a medical office within the first floor of the building, pursuant to a site plan that proposes to occupy 8,400 square feet of the Property.

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

**PUBLIC HEARING:** At the public hearing on Petitioner's conditional use request held on April 16, 2013, representatives of Petitioner described the history and evolution of their practice and its mission to serve the elderly. They seek to serve Medicare patients in medically underserved areas. Petitioner has a number of facilities, including in Florida, Louisville, and New Orleans. Petitioner is run by a family of doctors. Representatives of Petitioner further described their business model, which focuses on providing one-stop medical shopping for seniors. Unlike a hospital or typical general practitioner, Petitioner's doctors spend more time with each senior patient, and

specialists from all areas of medicine are available within the facility. They provide transportation options for patients. It is a better experience for elderly patients than a hospital. All of their physicians are board certified and they are highly collaborative; the doctors communicate with each other and are required to meet with each other. Petitioner described the business as "high impact, high touch, and high tech." The average wait-time to see a physician is 16 minutes. They have an integrated pharmacy carrying all common medications, and patients are able to get medicines on the spot. The nature of their practice helps keep seniors out of the hospital. They have a higher customer satisfaction rating than Apple – 90% v. 70%. Petitioner participates in community events. If a patient is Medicare eligible, Petitioner wants to help. They are anticipating opening 5 facilities in the Chicago area, and would like to start this year.

Petitioner feels this is a great space for JenCare, and will bring up to 30 jobs to Berwyn. They ultimately hope to grow the practice to 2,500 patients.

The Property is located at 6326 W. Cermak, between Cuyler and Ridgeland. The area trends towards service, with a mix of uses nearby, including a Women's Workout World, currency exchange, tobacco store, pawn shop and senior hearing aid facility.

A representative of the realty company that manages the property testified that he has had no offers to lease the Property these past two years. The Property has been sitting vacant. He feels the character of Petitioner's business will be consistent with the area. The fact that they provide transportation to patients will help alleviate any parking concerns. Patient traffic will be heaviest in morning. The Petitioner will take walk-up patients.

Exhibits marked during the course of the Public Hearing included: Exhibit 1, the published legal notice regarding the public hearing, and accompanying Certification of Publication. The Executive Secretary noted for the record that notice of the public hearing had been published on March 28, 2013, in accordance with the Zoning Code. Exhibit 2 consisted of the full application for the relief sought by JenCare.

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

The Area Investigator appointed in this matter was ZBA member Alicia Ruiz. Ms. Ruiz discussed her investigation, commenting on Petitioner's history in the business, focus on seniors, tradition of working with hospitals, and community outreach. She noted that Petitioner would be hiring for up to almost 30 jobs, including clerk, receptionists, and physicians. They provide one-stop service, with specialists available on site, leading to a high satisfaction rate. In perusing the immediate area, she noticed a lot of other medical uses already operating, including dental offices, physicians, and eye/ear specialists. She noted that if the JenCare conditional use was granted, there would be seven (7) medical uses in the immediate area. Although Petitioner was proposing a valuable business, she proposed that the request for a conditional use not be approved, due to the proliferation of medical uses already located in the area.

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

The ZBA recommended that the City Council deny the conditional use requested by Petitioner, 4-3. All of the members voting for denial were focused on the numerous medical uses already present in the immediate area on Cermak Road, but felt that JenCare was otherwise eligible for a conditional use. The three (3) members voting in favor of granting the relief sought felt that the unique business model of JenCare separated it from any of the current medical uses in the area.

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

- (A) The proposed use and development at the particular location requested is not necessary or desirable, does not provide a service or a facility which is in the interest of public convenience and will not contribute to the general welfare of the neighborhood or community. A majority of members of the ZBA felt that siting of this non-retail proposed use at the particular location sought was not necessary, as the area already has many medical uses operating within the immediate area.
- (B) The proposed use and development will, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. A majority of the members of the ZBA felt the proposed use would not benefit the general community and property values in the vicinity by providing a needed service, as the immediate area is already saturated with other medical services and would not therefore provide any benefits at the proposed location or move the area in a positive developmental direction.
- (C) The proposed use and development will not be in harmony with the general and specific purposes for which the Zoning Code was enacted, and for which the regulations of the district in question were established, and with the general purpose and intent of the Official Comprehensive Plan. A majority of members of the ZBA felt that the proposed use, by offering medical services at the proposed location in an area already saturated with medical uses, and failing to generate retail sales tax, is not consistent with the goals and purposes of the retail overlay district.
- (D) The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity, but may interfere with the use and development of neighboring property. A majority of the members of the ZBA felt that the use, by offering medical services in an area that already has many operating medical uses in the immediate vicinity, will hinder the use and development of this portion of the retail overlay district.
- (E) The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries and schools, or the applicant

will provide adequately for the services. The public facilities and services necessary to serve the Petitioner are already in place.

- (F) The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. By providing transportation services, Petitioner has helped alleviate any risk that the use will cause undue traffic congestion.
- (G) The proposed use and development will be served by parking areas that are of adequate size, properly located and suitably screened from adjoining residential uses.
- (H) The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance. The proposed use will be in an existing vacant building and commercial space.
- (I) The proposed use and development will comply with the regulations and conditions specified in the Zoning Code for the use, and with the stipulations and conditions made a part of the authorization granted by Council.

**RECOMMENDATIONS:** Based upon the foregoing Findings, the ZBA, by a vote of 4-3 recommends to the Mayor and City Council that the conditional use requested by Petitioner JenCare Neighborhood Medical Center Berwyn, LLC for operation of a medical office at the Property at 6326 W. Cermak Road, Berwyn, Illinois, in the retail overlay district within the C-2 General Commercial Zoning District, be denied.

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

**CITY OF BERWYN**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A CONDITIONAL USE FOR A MEDICAL OFFICE IN  
A RETAIL OVERLAY DISTRICT IN THE C-2 GENERAL COMMERCIAL ZONING  
DISTRICT AT 6326 W. CERMAK ROAD, BERWYN, ILLINOIS.**

**WHEREAS**, a request seeking a conditional use to operate a medical office over 1,000 square feet in size on the first floor in a retail overlay district at 6326 W. Cermak, Berwyn, Illinois, (the "Subject Property"), in the C-2 General Commercial Zoning District, was filed by JenCare Neighborhood Medical Center Berwyn, LLC (the "Applicant") with the City of Berwyn; and

**WHEREAS**, in a retail overlay district, a medical office of over 1,000 square feet located on the first floor requires a conditional use in the C-2 General Commercial Zoning District pursuant to the Zoning Code of the City of Berwyn ("Zoning Code"); and

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

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

**WHEREAS**, on April 16, 2013, the Board of Appeals held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Board of Appeals recommended denial of the Application by a vote of 4-3, all as set forth in the Findings and Recommendation of the Board of Appeals in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B**; and

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

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

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

**Section 2: Approval of Conditional Use for a Medical Office.** The City Council, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves a conditional use permit for a medical office of over 1,000 square feet to locate on the first floor of a commercial building within a retail overlay district in the C-2 General Commercial Zoning District on the Subject Property located at 6326 W. Cermak, Berwyn, Illinois, as legally described in **Exhibit A**.

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

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

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2013.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2013.

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

ATTEST:

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

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2013.

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



**EXHIBIT A**

**LOTS 15, 16, 17, 18, 19, 20, AND 21 AND LOT 22 (EXCEPT THE WEST 5.38 FEET) IN BLOCK 5 IN PINKERT AND SONS 22<sup>ND</sup> STREET SUBDIVISION OF LOT 6 IN THE CIRCUIT COURT PARTITION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PIN: 16-20-329-028-0000**

**COMMONLY KNOWN AS: 6326 W. Cermak, Berwyn, Illinois**

**EXHIBIT B**

**FINDINGS OF FACT  
(ATTACHED)**

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

**CLERK'S CERTIFICATE**

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A CONDITIONAL USE FOR A MEDICAL OFFICE IN A RETAIL OVERLAY DISTRICT IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT AT 6326 W. CERMAK ROAD, BERWYN, ILLINOIS.**

which Ordinance was passed by the City Council of the City of Berwyn at a Regular City Council Meeting on the \_\_\_ day of \_\_\_\_\_, 2013, at which meeting a quorum was present, and approved by the Mayor of the City of Berwyn on the \_\_\_ day of \_\_\_\_\_, 2013.

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Berwyn, this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
City Clerk

[SEAL]



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

I-1

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 04/23/13

**Deferred Communication**

Agenda Item I-1 is a Deferred Communication from C C Meeting dated 04/10/13 #11

FROM Administration Committee

Re: Referral Employee Handbook

---

ITEM# 11

Roll Call/Tally Sheet  
City of Berwyn

DATE: APRIL 10, 2013

TIME: 8:00 PM

**CITY COUNCIL MEETING**

Member	Motion	Second	Yea	Nay	No Vote	Present	Absent	Excused	Abstain
CHAPMAN									
BOYAJIAN									
PAUL		✓							
SKRYD	✓ X								
SANTOY		X							
POLASHEK									
AVILA									
LAURETO									
LOVERO									

MOTION TO:	REFER TO:	TO:	COMMENTS:
Accept as Info	IT		
Adjourn	BDC		
Adopt	Building Dept.		
Approved as Amended	Collector		
Approved for Payment	Finance		
Approved as Submitted	Fire Dept.		
Bring Forward	City Administrator		
Carried	Law Dept.		
Concur	Mayor	Ⓟ	
Defeated	Police Dept.		
Defer	Public Works Dept.		
Defer / Refer	Traffic Engineer		
Defer Generally	Administration Comm.		
Deny	Bldg/Zone/Plan Comm.		
<b>Germane</b>	Budget Comm.		
Grant Permission	Comm. Of Whole		
Recess	Business License & Taxation		
Refer	Fire & Police Comm.		
Study & Report	Library		
Suspend the Rules	Parking & Traffic		
Withdraw	Public Works Comm.		
	Recreation Comm.		
	Zon. Bd. Appeals		
	Clerk's Dept.		

*Defer to Mayor's Office*

The City of Berwyn



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

A Century of Progress with Pride

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

ITEM NO. 11  
 DATE APR 10 2013  
 DISPOSITION \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

April 7, 2013

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

RE: Referral Employee Handbook

Ladies and Gentlemen:

A meeting of the Administration committee was held April 3, 2013 in City Hall Chambers at 5:50 p.m. Committee members, Alderman Paul and Alderman Skryd were in attendance.

The matter discussed was referred to the Administration Committee although it is not reflected on the most current referral list. The Administration Committee has been working on updating the employee manual. The 200 page document reflects content that is relevant to today's municipal workplace. There are items that need reviewed for content by the Mayor, City Administrator and several Department Directors. The Administration Committee will provide a digital and paper draft with our recommendations to the Mayor's office.

It is the recommendation of the committee that the City of Berwyn Personnel Policy Manual be referred to the Mayor's office for final draft and then presented to City Council for adoption. The Administration meeting was adjourned at 6:40 p.m.

Voting Aye: Paul, Skryd  
Voting Nay: 0  
Absent: Laureto

Respectfully,

*Michele D. Skryd*

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



## **J. Staff Reports**



The City of Berwyn



**Ruth E. Volbre**  
Administrative Assistant to the  
Mayor & City Administrator

J-1

**A Century of Progress with Pride**

April 23, 2013

To: Mayor and City Council

Re: Public Officials Bond Renewal

Dear Mayor and Council:

The public officials' bonds are due to expire on May 1, 2013. Please concur with the recommendation made by the City's insurance broker as per the presentation of the Committee of the Whole to approve the renewal of these bonds in the amount of \$900.

Respectfully,

Ruth E. Volbre  
Administrative Assistant to the Mayor and City Administrator

The City of Berwyn



**Ruth E. Volbre**  
Administrative Assistant to the  
Mayor & City Administrator

J-2

**A Century of Progress with Pride**

April 23, 2013

To: Mayor and City Council

Re: Crime Insurance Renewal

Dear Mayor and Council:

The City's crime insurance policy is set to expire on May 1, 2013. This policy protects the City from loss of money, security, or inventory as a result of crime. This coverage typically includes claims of employee dishonesty, forgery, embezzlement, robbery, and many other acts. Please concur with the recommendation made by the City's insurance broker as per the presentation of the Committee of the Whole to approve the policy for crime insurance in the amount of \$12,695.

Respectfully,

Ruth E. Volbre  
Administrative Assistant to the Mayor and City Administrator

The City of Berwyn



**Ruth E. Volbre**  
Administrative Assistant to the  
Mayor & City Administrator

J-3

**A Century of Progress with Pride**

April 23, 2013

To: Mayor and City Council

Re: Police Pension Fund and Fire Pension Fund Fiduciary Renewal

Dear Mayor and Council:

Our current fiduciary insurance policies are set to expire on May 1, 2013. These policies provide coverage for all trustees of the Berwyn Police Pension Fund and Berwyn Fire Pension Fund in their role as fiduciaries. Please concur with the recommendation made by the City's insurance broker as per the presentation of the committee of the whole to approve the renewal of these fiduciary policies.

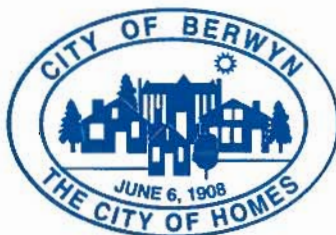
**Recommendation #1:** To approve the policy for fiduciary insurance for the Berwyn Police Pension Fund in the amount of \$5,045.

**Recommendation #2:** To approve the policy for fiduciary insurance for the Berwyn Fire Pension Fund in the amount of \$3,819.

Respectfully,

Ruth E. Volbre  
Administrative Assistant to the Mayor and City Administrator

The City of Berwyn



**Ruth E. Volbre**  
Administrative Assistant to the  
Mayor & City Administrator

J-4

A Century of Progress with Pride

April 23, 2013

To: Mayor and City Council

Re: NSP Properties Property and General Liability Insurance Renewal

Dear Mayor and Council:

The property and general liability coverage policies for the NSP properties are set to expire on May 20, 2013. Please concur with the recommendation made by the City's insurance broker as per the presentation of the committee of the whole to approve the renewal of these policies.

**Recommendation #1:** To approve the policy for property coverage for the NSP properties in the amount of \$26,025.

**Recommendation #2:** To approve the policy for general liability coverage for the NSP properties in the amount of \$1,447.

Respectfully,

Ruth E. Volbre  
Administrative Assistant to the Mayor and City Administrator

**The City of Berwyn**

J-5



**Ruth E. Volbre**  
Administrative Assistant to the  
Mayor & City Administrator

**A Century of Progress with Pride**

April 23, 2013

To: Mayor and City Council

Re: Property and Auto Physical Damage Insurance Renewal

Dear Mayor and Council:

The property and auto physical damage coverage for the city are set to expire on June 1, 2013. Please concur with the recommendation made by the City's insurance broker as per the presentation of the Committee of the Whole to approve the property and auto physical insurance policies in the amount of \$136,926.

Respectfully,

Ruth E. Volbre  
Administrative Assistant to the Mayor and City Administrator

The City of Berwyn



**Evan K. Summers**  
Assistant City Administrator

J-6

A Century of Progress with Pride

Date: April 23, 2013

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

Re: **Collection Services Agreement with Heller and Frisone, LTD.**

During the budget review process, staff identified that there is a significant amount of outstanding revenue owed to the City that is uncollected. When businesses and individuals choose to not pay everything from water bills to blight tickets, an unfair burden is placed upon Berwyn taxpayers.

Attached is a contractual agreement between the City of Berwyn and the law firm of Heller and Frisone, Ltd. This collection services agreement will allow the City of Berwyn to remit unpaid debt information to Heller and Frisone and begin the collections process. While most collection firms charge a percentage fee of what is *owed* on an outstanding debt, Berwyn has negotiated an agreement with Heller and Frisone that charges a percentage fee on only the debts that are *collected*. This seemingly small variation will benefit the City by allowing our Legal Department to negotiate debt settlements and create payment plans in certain circumstances.

**Recommendation:**

Staff recommends the approval of the attached Collection Services Agreement with Heller and Frisone, LTD.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "E. K. Summers".

Evan K. Summers  
Assistant City Administrator

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

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

**AN ORDINANCE AUTHORIZING AN INDEPENDENT CONTRACTOR  
COLLECTION SERVICES AGREEMENT WITH HELLER & FRISONE, LTD. FOR  
THE CITY OF BERWYN, STATE OF ILLINOIS**

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

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

**ORDINANCE No. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AN INDEPENDENT CONTRACTOR COLLECTION SERVICES AGREEMENT WITH HELLER & FRISONE, LTD. FOR THE CITY OF BERWYN, STATE OF ILLINOIS**

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

**WHEREAS**, various parties are in debt to the City; and

**WHEREAS**, the City seeks to enter into a debt collection agreement to collect the aforesaid debt; and

**WHEREAS**, Heller & Frisone, Ltd. desires to provide debt collection services to the City and has provided the City with a debt collection agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City intends to use its home rule powers to enter into the Agreement; and

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

*Section 2.* The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to approve an agreement with terms substantially the same as the terms of the Agreement.



*Section 3.* The Agreement is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel.

*Section 4.* The City's legal counsel is hereby authorized to negotiate and undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

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

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

*Section 7.* The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this 23<sup>rd</sup> day of April 2013, pursuant to a roll call vote, as follows:

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

**APPROVED** this 23<sup>rd</sup> day of April 2013.

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

ATTEST:

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

**EXHIBIT A**  
**AGREEMENT**

1                   **INDEPENDENT CONTRACTOR COLLECTION**  
2                                   **SERVICES AGREEMENT**

3  
4  
5                   **THIS INDEPENDENT CONTRACTOR COLLECTION SERVICES**  
6 **AGREEMENT (“Agreement”)** is entered into this 18<sup>th</sup> day of April, 2013 by and  
7 between the City of Berwyn, Illinois, an Illinois municipal corporation, (“**Berwyn**”) and  
8 the law firm of Heller & Frisone, Ltd. (“**Heller**”) who both may be from time to time,  
9 referred to herein as the Parties. (“**Parties**”).

10  
11   **RECITALS:**

12  
13                   **WHEREAS**, the **Parties** agree that pursuant to the terms and conditions of this  
14 **Agreement**, **Heller** shall provide **Berwyn** with legal debt collection services relating to  
15 the collection of any and all debt as reflected in the accounts that are referred to **Heller**  
16 for collection by **Berwyn**;

17  
18                   **WHEREAS**, **Heller** agrees that it is not the exclusive debt collection service  
19 provider to the **City** and further acknowledges that all account placed with **Heller** for  
20 collection by the **City** belong to the **City**. As such the **City** may request that accounts be  
21 closed or withdrawn from the collection process at which time **Heller** does agree to close  
22 its file.  
23

24                   **WHEREAS**, in order to avoid any liability that may result from redundant or  
25 simultaneous collection attempts concerning the debt(s) contemplated herein, the  
26 **Parties** agree that any account placed for collection with **Heller** that has not been closed  
27 or withdrawn by the **City**, shall not also be placed for collection with any other  
28 individual, company, business or other entity involved in the business of debt collection  
29 unless the **City** has first directed or does direct **Heller** to close its file;

30  
31                   **WHEREAS**, **Berwyn** has determined that **Heller** possesses the knowledge and  
32 experience necessary to provide the above stated debt collection services, together with

*The City of Berwyn Independent Contractor Agreement*

1 other knowledge and experience relating to matters involving debt collection, and has  
2 therefore decided by and through its Corporate Authorities that it is in the best interest of  
3 **Berwyn** to retain the services of **Heller** for the purposes stated herein;

4  
5 **WHEREAS**, the **Parties** agree and acknowledge that **Heller** will act solely as an  
6 independent contractor regarding any and all services it provides to **Berwyn** pursuant to  
7 the terms and condition of this **Agreement**;

8  
9 **WHEREAS**, the **Parties** agree and acknowledge that the services to be provided  
10 by **Heller** to **Berwyn** specifically defined herein and limited to those services and mutual  
11 obligations as set forth in this **Agreement**;

12  
13 **WHEREAS**, **Heller** agrees and acknowledge that the terms and conditions of this  
14 Agreement and corresponding mutual obligations of the **Parties** are all subject to the  
15 general supervision and direction of the Mayor of **Berwyn** and/or his designee(s);

16  
17 **NOW, THEREFORE**, in consideration of the foregoing, the mutual promises  
18 and covenants contained herein, and for such other good and valuable consideration, the  
19 receipt and sufficiency of which is herein acknowledged, the **Parties**, hereby agree as  
20 follows:

21  
22  
23 **1. Retention and Compensation.** Pursuant to the terms and conditions of this  
24 Independent Contractor Collection Services Agreement, **Berwyn** does hereby retain  
25 **Heller** to handle all claims referred by **Berwyn** to **Heller** for collection, and agrees to pay  
26 **Heller** as compensation for the legal services provided in connection with the collection  
27 of those referred claims, a sum equal to twenty five (25%) percent of any amounts  
28 collected or recovered prior to the commencement or filing of any legal proceedings.  
29 (Pre-Litigation Claims) The **Parties** further agree that if any referred claim warrants  
30 litigation, **Heller** must receive written authorization from **Berwyn** prior the

1 commencement or filing of any such legal proceeding. The **Parties** further agree that any  
2 compensation to **Heller** from **Berwyn** for the legal services **Heller** may provide to  
3 **Berwyn** in connection with any referred claim that the **Parties** determine warrants  
4 litigation, shall be set forth under a separate agreement or as an addendum to this  
5 **Agreement**. (Litigation Claims)

6  
7 **2. Payment/Settlement Notification.** **Berwyn** agrees to promptly notify **Heller**  
8 of any and all direct payments received by **Berwyn** in connection with any account  
9 referred for collection by **Berwyn** to **Heller** and further agrees to notify **Heller** of any  
10 and all settlement agreements or payment arrangements made directly by and between the  
11 customer (debtor) and **Berwyn**;

12  
13 **3. Berwyn Claims /Heller Compensation Specified.** **Heller** understands and  
14 acknowledges that any claim referred to **Heller** for collection belongs to **Berwyn** and as  
15 such, the **Parties** agree that **Berwyn** has the absolute right to settle any referred claim as  
16 it may deem appropriate. **Heller** agrees and acknowledges that in the event **Berwyn** does  
17 decide to settle a referred claim for less than the full account balance referred to **Heller**  
18 for collection, **Heller** shall be compensated as set forth above based upon the settlement  
19 amount paid and not based upon the original amount of the referred claim;

20  
21 **4. Authorization, Endorsements and Deposits.** **Berwyn** authorizes **Heller** to  
22 endorse and deposit into its client escrow account all checks, money orders and/or other  
23 forms of payment received on any **Berwyn** claim referred for collection and further  
24 authorizes **Heller** to execute in its name and on its behalf, any and all documents  
25 necessary for the handling of any claim referred to for collection;

26  
27 **5. Disclosure of Account Information.** **Heller** shall not use or disclose any  
28 debtor account information to any third party, except as is lawful and necessary in  
29 connection with attempting to collect the claim;

30

1           **6. Monthly Payment Remittance.** Heller shall remit all payments it receives  
2 on behalf of Berwyn to Berwyn on a monthly basis by the 10<sup>th</sup> day of each and every  
3 month. The Parties agree that each monthly remittance shall include a monthly Client  
4 Statement containing the Client account information, the debtor's name, the amount of  
5 the payment and the corresponding amount deducted by Heller representing its 25%  
6 contingency fee pursuant to the terms of this Agreement;

7  
8           **7. Best Efforts; Inducements.** Heller agrees that at all times it will faithfully,  
9 efficiently and to the best of its abilities and talents perform all of the duties that may be  
10 required of and from it, pursuant to the terms of this Agreement. Heller shall abide by  
11 all applicable federal, state and local laws, statutes, ordinances, orders, rules and  
12 regulations and shall at all times comply with the Illinois Rules of Professional Conduct.  
13 Heller shall act in the best interests of Berwyn at all times and acknowledges herein that  
14 it has not provided any gift, gratuity, service or other inducement to any Berwyn official  
15 or employee or to any entity or individual involved in retaining Heller's services;

16  
17           **8. Conflict of Interest.** Heller represents and warrants to Berwyn that it has  
18 performed a conflict of interest search and has determined that it is not bound by any  
19 other contract, agreement or commitment and therefore, has no other obligation, contract,  
20 agreement or commitment that would, in any way, prevent, restrict, hinder or interfere  
21 with its ability to provide the services contemplated under this Agreement. Heller agrees  
22 to defend, indemnify and hold harmless, Berwyn, its officials, elected and appointed,  
23 employees, consultants and agents for and against any liability Berwyn may incur as the  
24 result of the existence of any such Heller conflict of interest which Heller is unable to  
25 resolve.

26  
27           **9. Professional Liability Insurance.** Heller agrees to maintain at its own  
28 expense, professional liability insurance with a reputable carrier in an amount not less  
29 than one million dollars. Heller further agrees to keep its professional liability insurance  
30 in good standing during the entire term of this Agreement. Heller shall provide Berwyn



1 with a copy of the current declaration page indicating the amount of coverage, the  
2 effective date(s) of coverage and any other pertinent information concerning same.

3  
4 **10. Representations and Warranties.** Heller represents and warrants to  
5 **Berwyn** that the statements and other representations made by **Heller** to **Berwyn** in  
6 connection with the services provided to **Berwyn** by **Heller** under this **Agreement** are  
7 true and correct.

8  
9 **11. Confidentiality.** Heller agrees not to disclose or divulge any “Confidential  
10 Information” concerning the **Berwyn** accounts referred to **Heller** for collection or  
11 otherwise, to any other person or entity, except when during the course of its  
12 representation of **Berwyn**, it is required due to so under the particular circumstance or  
13 as may required by law. For purposes of this **Agreement**, “Confidential Information”  
14 shall include that information provided to **Heller** which has been identified by **Berwyn** as  
15 “confidential information,” and or that information which has been previously identified  
16 and agreed upon between the **Parties** to be “confidential information.” **Heller’s**  
17 obligations herein with respect to this provision may extend beyond the term of this  
18 **Agreement** and shall terminate only when such information ceases to constitute  
19 Confidential Information. Notwithstanding the foregoing, the **Parties** agree to in all  
20 instances, abide by all legal disclosure requirements including but not limited to  
21 subpoena and FOIA requests

22  
23 **12. Indemnification.** Heller agrees to defend, indemnify and hold harmless,  
24 **Berwyn** from any liability incurred by **Berwyn** for any negligent act or omission  
25 undertaken by **Heller** in connection with the services contemplated herein, which act or  
26 omission could have or should have been known to **Heller** prior to its performing of the  
27 act. However, the **Parties** agree that **Heller** shall not be liable to **Berwyn** in any manner  
28 if **Heller’s** act or omission was based solely upon and in reliance upon the account  
29 information provided by **Berwyn** to **Heller** during the course of its representation. In  
30 these circumstances, **Heller** agrees to use its best efforts to resolve any and all customer  
31 discrepancies and/or disputes resulting from **Heller’s** attempt to collect any **Berwyn**

1 account referred for collection. If **Heller** is caused to have to indemnify **Berwyn**, the  
2 **Parties** agree that the indemnified parties hereunder shall include **Berwyn**, its officials  
3 (whether elected or appointed and including, but not limited to the Mayor), officers,  
4 employees, attorneys and agents. The indemnification by **Heller** to **Berwyn** shall be  
5 provided to the fullest extent of the law. For the defense of this claim, the Parties agree  
6 that **Berwyn** shall have the right to select its own counsel.

7  
8 **13. Notice of Impending Claims.** The **Parties** agree that throughout the entire  
9 term of this **Agreement**, including all times wherein this **Agreement** may have been  
10 extended by the **Parties** mutual consent, **Heller** shall have a continuing obligation to  
11 notify **Berwyn** of any claims, either filed or threatened to be filed, which materially  
12 affect, or could materially affect **Berwyn**;

13  
14 **14. Preambles & Approvals.** The statements set forth in the preambles to this  
15 **Agreement** are true and correct and are adopted as part of this **Agreement**. Where  
16 approval is required pursuant to the terms of this **Agreement**, no unreasonable request  
17 shall be denied;

18  
19 **15. Construction and Governing Law.** Construction and interpretation of this  
20 **Agreement** shall at all times and in all respects be governed by the laws of the State of  
21 Illinois, without regard to its conflicts of laws. The **Parties** acknowledge that they have  
22 had an opportunity to review and revise this **Agreement** and that they have had the  
23 opportunity to have the same reviewed by legal counsel, if desired. Therefore, the **Parties**  
24 agree that normal rules of construction, to the extent that any ambiguities are to be  
25 resolved against the drafting party, shall not be employed in the interpretation of this  
26 **Agreement**;

27  
28 **16. Severability.** The provisions of this **Agreement** shall be deemed severable,  
29 and the invalidity or unenforceability of any one or more of the provisions herein shall  
30 not affect the validity and enforceability of the other provisions herein;

1           **17. Entire Agreement.** This **Agreement** contains the entire agreement and  
2 understanding by and between the **Parties**. No representations, promises, agreements or  
3 understandings, written or oral, not herein contained shall be of any force or effect.

4  
5           **18. Modification; Waiver.** No provision of this **Agreement** may be modified,  
6 waived or discharged unless such waiver, modification or discharge is agreed to in  
7 writing and signed by the **Parties**. No waiver by either of the **Parties** regarding any  
8 breach of a condition or provision of this **Agreement** shall be deemed a waiver of similar  
9 or dissimilar provision or other condition of this **Agreement**. No agreements or  
10 representations, oral or otherwise, express or implied, have been made by either of the  
11 **Parties** that are not expressly set forth in this **Agreement**. No failure or delay on the part  
12 of either of the **Parties** to this **Agreement** to exercise any right, remedy, power or  
13 privilege will preclude or limit the other from exercising any other right, remedy, power  
14 or privilege with respect to the same or any other matter;

15  
16           **19. Headings.** The headings used herein form no substantive part of this  
17 **Agreement**, are for the convenience of the **Parties** only, and shall not be used to define,  
18 enlarge or limit any term of this **Agreement**;

19  
20  
21           **20. Signing in Counterparts.** This **Agreement** may be executed in counterpart  
22 originals, each of which shall be deemed to be an original with the same effect as if the  
23 signatures thereto were on the same instrument. A signature affixed to this **Agreement**  
24 and transmitted by facsimile shall have the same effect as an original signature;

25  
26           **21. Assignment.** This **Agreement** is personal in character and as such, neither  
27 **Heller** nor **Berwyn** shall assign any interest in this **Agreement** without the prior written  
28 consent of the other. No assignment, even if consented to, shall in any way reduce or  
29 eliminate the liability of the assignor for obligations accrued prior to such assignment.

1       **22. Agreement Term.** The term of this **Agreement** shall commence on the  
2 Effective Date and shall continue for a period one (1) year unless earlier terminated as  
3 provided herein. The **Parties** acknowledge that they each have the right to, but are not  
4 obligated to renew this **Agreement**;

5  
6       **23. Termination of Agreement.** This **Agreement** and the **Parties** relationship  
7 governed hereunder may be terminated by either of the **Parties** upon 30 days written  
8 notice; provided, however, that either of the **Parties** may terminate this **Agreement**  
9 immediately if it reasonably believes that the other is in breach of this **Agreement**.  
10 Notwithstanding same, the **Parties** agree that any outstanding balance(s) owed by either  
11 of the **Parties**, shall be paid to the other within 30 days of the date contained on the  
12 written notice of termination. Unless termination of this **Agreement** resulted from a  
13 breach by **Heller**, **Berwyn** agrees that for any account wherein the debtor has a regular  
14 payment schedule, and is continuing to make payments after the termination of this  
15 **Agreement** without any collection effort by **Berwyn**, then **Berwyn** agrees to remit to  
16 **Heller** the 25% commission fee that **Heller** was entitled to prior to the termination of this  
17 **Agreement**;

18  
19       **24. Notice.** Any notice, request or demand or other communication provided for  
20 under this Agreement, shall be in writing and shall be sent to the addresses set forth  
21 below, or to such other address(es) as the **Parties** may further specify in writing;  
22

23       If Notice is to **Berwyn**;

24                               The City of Berwyn  
25                               Attn; Anthony T.Bertuca,  
26                               City Attorney  
27                               6700 26<sup>th</sup> Street  
28                               Berwyn, Illinois 60402  
29

30       With copy to;

31                               Del Galdo Law Group, LLC.  
32                               Attn: James M. Vasselli

The City of Berwyn Independent Contractor Agreement

1 1441 South Harlem Ave.  
2 Berwyn, Illinois 60402  
3  
4


5 **If to Heller;**

6 Heller and Frisone, Ltd.  
7 Attn: Nicholas J. Frisone  
8 33 North LaSalle St. - Ste 1200  
9 Chicago, Illinois 60602  
10

11  
12  
13 **THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING IN**  
14 **ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION**  
15 **CONTAINED HEREIN.**  
16

17  
18 **IN WITNESS WHEREOF, the Parties have caused this Agreement to be**  
19 **executed as of this 18<sup>th</sup> day of April, 2013.**  
20

21  
22 **Heller and Frisone, Ltd.**

23  
24  
25 By:   
26 Nicholas J. Frisone, President  
27  
28  
29  
30

31 **The City of Berwyn**  
32  
33

34 By: \_\_\_\_\_  
35  
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45

The City of Berwyn

J-1



Anthony T. Bertuca  
City Attorney

A Century of Progress with Pride

April 23, 2013

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

Re: Ordinance Establishing Regulations for  
"Open Fire Burning"

Ladies and Gentlemen:

I am submitting the attached Ordinance for your consideration. This Ordinance was requested by our Fire Department. The Law Department, the Mayor's Office as well as the Fire Department are requesting your concurrence in the approval of this Ordinance.

Respectfully Submitted,

A handwritten signature in black ink that reads "Anthony T. Bertuca". The signature is written in a cursive style.

Anthony T. Bertuca  
City Attorney

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

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

**AN ORDINANCE ADDING SECTION 1610.03 TO CHAPTER 1610 OF THE  
CODIFIED ORDINANCES REGARDING OPEN BURNING WITHIN THE  
CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS**

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

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

ORDINANCE \_\_\_\_\_

**AN ORDINANCE ADDING SECTION 1610.03 TO CHAPTER 1610 OF THE CODIFIED ORDINANCES REGARDING OPEN BURNING WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS**

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

**WHEREAS**, the Mayor and City Council (collectively, the “Corporate Authorities”) are committed to maintaining a safe and healthy environment within the City; and

**WHEREAS**, in connection therewith, the Corporate Authorities have determined that it is necessary for the public health, safety and welfare to amend the Codified Ordinances (the “Code”) to prohibit open burning within the City; and

**WHEREAS**, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the City and its residents to add Section 1610.03 to Chapter 1610 of the Code as set forth below.

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

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

**Section 2.** Chapter 1610 of the Code is hereby amended by the addition of Section 1610.03, which Section shall read as follows:



## OPEN BURNING PROHIBITED; EXCEPTIONS.

It shall be unlawful to burn or cause the burning at any location within the City of any paper, cardboard, leaves, twigs, branches, wood, grass, grass clippings or other refuse from farming or gardening, or other combustible materials of any nature whatsoever, except as follows:

(A) Burning any combustible materials wholly within a building in a fireplace or other equipment or facility designed and constructed for such purpose; provided, that any refuse-burning incinerator installed in any residence building shall comply with the rules and regulations of the state air pollution control board as the same may from time to time be in effect;

B) Burning charcoal briquettes, natural gas, propane, approved wood, or commercially prepared seasoned wood chips in conjunction with any of the foregoing for cooking purposes, provided, however that the following restrictions shall apply to multi-family buildings:

1. Charcoal burners and other uncovered open flame cooking devices shall not be operated; and

2. Burning of charcoal briquettes, approved wood or commercially prepared seasoned woodchips shall not be allowed.

(C) Burning combustible materials in a high temperature incinerator providing complete combustion and complying with the rules and regulations of the state air pollution control board as the same may from time to time be in effect;

(D) Burning approved wood, as defined in paragraph (G), in an outdoor bonfire as a gathering conducted by religious, educational or other not-for-profit organization; provided, that a permit therefore is previously issued by the Fire Prevention Bureau and that such bonfire is supervised by one or more adults and adequate safety equipment as approved by the Fire Prevention Bureau is available; and

(E) Burning any combustible material other than those listed in the first paragraph herein for recognized silvicultural or range or wildlife management practices or prevention or control of disease or pests; provided that:

1. The Fire Prevention Bureau shall find that the burning thereof will not constitute a danger to the health, safety and welfare of the citizens and residents of the City or of other communities surrounding the City, or constitute a danger of air pollution in any other respect;

2. The Fire Prevention Bureau shall issue a permit therefore; and

3. Any such burning shall be attended by adequate personnel and safety equipment as approved by the Fire Prevention Bureau.

(F) Burning approved wood in an approved container for recreational campfires, as defined in paragraph (G) in a safe and controlled manner; provided that:

1. Such fire shall be under the control of and attended at all times by a person 18 years of age or older;

2. A portable fire extinguisher having a minimum rating of 4-A or other approved extinguishing agent such as sand, dirt or water in sufficient quantity shall be available for immediate use;

3. Such fire shall at all times be safely managed and shall not be permitted to create excessive flames, flying cinders or smoke;

4. Such fire shall be located in an area separated from any structure by not less than fifteen (15) feet;

5. Such fire shall not be used in such a manner as to emit offensive or objectionable smoke or odors or when other circumstances make such fires hazardous; and

6. At no time shall such fire be utilized for waste disposal purposes.

(G) For purposes of this Section the following definitions apply:

*Approved Container.* A commercially manufactured device specifically designed, intended, advertised, and utilized, for the purpose of recreational campfires, such as chimneas and outdoor fireplaces. Such container must be located above ground and in no event shall be built into the ground or located below grade.

*Approved Wood.* Seasoned dry firewood of dimensions appropriate to safely fit within the container. In particular, but without limitation, approved wood shall not include any green or fresh vegetation materials; nor shall it include any leaves, grass, bushes, roots or other similar materials, nor shall it include any construction materials, such as created woods, plywood or pressure-treated wood or any other materials which produce excessive smoke, cinders or other emissions characteristic of non-seasoned wood.

*Bonfire.* A safely conducted and controlled outdoor fire utilized for ceremonial purposes.

*Recreational Campfire.* A safely conducted and controlled outdoor fire utilized for comfort or relaxation.

**Section 3.** The officers, employees and/or agents of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendment contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the amendments contemplated by this Ordinance.

**Section 4.** All prior actions of the City's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

**Section 5.** The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**Section 6.** All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 7.** This Ordinance shall be immediately in full force and effect after passage, approval and publication or as otherwise provided by law. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this 23<sup>rd</sup> day of April 2013, pursuant to a roll call vote, as follows:

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

**APPROVED** this 23<sup>rd</sup> day of April 2013.

ATTEST:

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

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



5-8

## **BERWYN FIRE DEPARTMENT**

6700 W. 26th Street • Berwyn, IL 60402-0701  
708.788.2660 ext 3281  
FAX 708.788.3039 • Emergency 9-1-1



**Mayor Robert J. Lovero**

**Denis O'Halloran**  
*Fire Chief*  
do'halloran@ci.berwyn.il.us

**Sam Molinaro**  
*Assistant Fire Chief*  
smolinaro@ci.berwyn.il.us

April 23, 2013

To: Mayor Lovero and Members of the City Council

From: Assistant Fire Chief Sam Molinaro

Re: Purchase of a Fire Department Vehicle

Honorable Mayor Lovero and City Council Members,

I am requesting permission to enter into a contract to purchase a new 2013 Ford Expedition 4 x 4 that will become the Fire Chiefs vehicle. This purchase has been researched, and it has been concluded that through past experience with this model, fleet continuity considerations, and cost, that this model best suits the department's needs. If approved, the vehicle will be purchased through the Joint Purchasing program for Local Government Agencies (The Suburban Purchasing Cooperative). This program complies with necessary bid process requirements, as the contract has already been competitively bid throughout the state. If approved, the vehicle will be purchased through Landmark Ford in Springfield, Illinois (contract # 117A).

As you may or may not be aware, it has been a past practice that when a new staff vehicle is purchased, that it is assigned to the Fire Chief and his vehicle is passed "down the line" to other staff members. In this instance the Chiefs current vehicle will be passed to the Asst. Chief, and the A/C's vehicle will be passed to the Battalion Chief in charge of Fire Prevention. BC Manfredini will use that as his daily vehicle and respond after normal business hours to certain emergency situations, i.e. confirmed structure fires, imminent life safety violations involving occupancy load violations, etc.

It is my recommendation that we purchase a 2013 Ford Expedition 4 x 4. The cost of the vehicle is \$29,968.00. The vehicle must be equipped with emergency lighting, siren, opti-com, radio accessories and other electronics. These required emergency vehicle accessories would be provided and installed by a vendor utilized by the Fire Department for the current fleet. These items and installations will bring an additional cost of \$7,589.60 which brings the total projected cost for this vehicle to \$37,557.60.

This future expenditure has been planned for in the 2013 Budget in the Capital Outlay line item. Thank you for your consideration in this matter.

Respectfully Submitted,

Sam Molinaro, Assistant Fire Chief



J-9

## **BERWYN FIRE DEPARTMENT**

6700 W. 26th Street • Berwyn, IL 60402-0701

708.788.2660 ext 3281

FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

**Denis O'Halloran**  
Fire Chief  
do'halloran@ci.berwyn.il.us

**Sam Molinaro**  
Assistant Fire Chief  
smolinaro@ci.berwyn.il.us

**April 19, 2013**

**To: Mayor Robert Lovero  
Members of City Council**

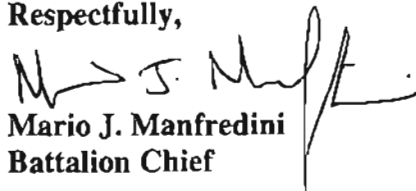
**From: Battalion Chief Mario J. Manfredini**

**Re: Public Education - Fire Pup Program 2013**

**Honorable Mayor Lovero and Members of City Council,**

For the past eight years the Berwyn Fire Department has participated in a fire prevention program that works in conjunction with the National Fire Safety Council Inc. The Fire Pup program solicits funds from Berwyn Businesses and Organizations; on our behalf Fire Pup will send out a letter signed by Fire Chief O'Halloran to this targeted audience, all monies received to our Department are then sent out to the Fire Pup Coordinator who then purchases and prepares fire safety materials for all schools in Berwyn. The Fire Pup program brought in \$4,219.50 and we were able to supply 2,616 children with Educational Materials in 2012. On or before Fire Prevention Week our Firefighters visit every school targeting kindergarten through 3<sup>rd</sup> grade to give Safety Talks and pass out all materials that were purchased through the Fire Pup program. As the Chief serving over Public Education I am looking for your approval to continue this beneficial program that aides our limited budget. During these economic times I would like your direction as to whether or not the Fire Department should continue to solicit funding for this program. I have attached a copy of the letters we would use to solicit our targeted audiences for your review. If you should have any further questions regarding this matter please contact me.

Respectfully,

  
Mario J. Manfredini  
Battalion Chief

*Fire Is Everyone's Fight*



**Denis O'Halloran**  
Fire Chief  
do'halloran@ci.berwyn.il.us

**Sam Molinaro**  
Assistant Fire Chief  
smolinaro@ci.berwyn.il.us

## **BERWYN FIRE DEPARTMENT**

6700 W. 26th Street • Berwyn, IL 60402-0701  
708.788.2660 ext 3281  
FAX 708.788.3039 • Emergency 9-1-1



**Mayor Robert J. Lovero**

Dear Friend and Sponsor,

In a sincere effort to keep our young children safe our department is continuing our commitment to fire prevention. Our department is now organizing our annual fire safety and burn prevention education program with diversified materials targeted for the children in our community.

Our department will coordinate and distribute over 5300 pieces of educationally sound fire safety materials geared to preschool and elementary age children in our areas. The diversified materials we have selected for our use are designed to reach each child's age level of learning. The materials selected are created and designed by the National Fire Safety Council, a federal tax exempt, nonprofit organization. We have found the materials to be enthusiastically received by teachers and children alike.

We need the support of concerned business, industrial and professional leaders to keep our program ongoing and successful each year. This is the only program of this type our department will be conducting this year.

Your sponsorship of **50 children @ \$100.00, 75 children @ \$150.00, 100 children @ \$200.00, 150 @ \$300.00, 200 @ \$400.00** is appreciated.

In grateful appreciation for your support, **your name or business name** will be placed on the prestige page of all the fire safety activity manuals the children receive. *Your prompt remittance will assure your name on the materials the children take home.*

Please make your tax-deductible check payable to the **NATIONAL FIRE SAFETY COUNCIL, INC.** and mail directly to my attention at the Fire Department. *Your tax-deductible contribution will be used exclusively in our community for our children.*

Please accept my sincere thanks and appreciation for your time and consideration of this most worthwhile program for our youngsters. With the help of your caring hand, our department will do our best to keep our children safe from harm.

Yours in Safety, Service & Prevention,

Chief Denis O'Halloran



**Denis O'Halloran**  
Fire Chief  
do'halloran@ci.berwyn.il.us

**Sam Molinaro**  
Assistant Fire Chief  
smolinaro@ci.berwyn.il.us

## **BERWYN FIRE DEPARTMENT**

6700 W. 26th Street • Berwyn, IL 60402-0701  
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**Mayor Robert J. Lovcro**

Dear Friend and Sponsor,

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Our department will coordinate and distribute over 5300 pieces of educationally sound fire safety materials geared to preschool and elementary age children in our area. The diversified materials we selected for use are designed to reach each child's age level of learning. The materials are created and designed by the National Fire Safety Council, a federal tax exempt, nonprofit organization. We have found the materials to be enthusiastically received by parents, teachers and children alike.

To keep our program ongoing and successful each year we need the support of concerned business, industrial and professional leaders. Your contribution of \$            will provide materials for            children. In grateful appreciation for your support,            will be placed on the prestige page of all the activity manuals. *Your prompt remittance will assure your name on the materials the children take home.*

This is the only program of this type our department will be conducting this year. All tax-deductible checks are made payable to the **NATIONAL FIRE SAFETY COUNCIL, INC.** and mailed directly to my attention at the Fire Department. *Your tax-deductible contribution will be used exclusively in our community for our children.*

Please accept my sincere thanks and appreciation for your time and consideration of this most worthwhile program for our youngsters. With the help of your caring hand, we can keep our children safe from harm.

Yours in Safety, Service & Prevention,

Chief Denis O'Halloran





## **K. Consent Agenda**

**The City of Berwyn**



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

K-1

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

April 19, 2013

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

SUBJECT: Payroll April 10, 2013

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the April 23, 2013 meeting.

Payroll: April 23, 2013 in the amount of \$1,072,350.38.

Respectfully Submitted,

Nona N. Chapman  
Budget Committee Chairman

The City of Berwyn



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

K-2

**A Century of Progress with Pride**

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April 19, 2013  
Mayor Robert J. Lovero  
Members of the City Council  
City of Berwyn

SUBJECT: Payables April 23, 2013

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the April 23, 2013 meeting.

Total Payables: April 23, 2013 in the amount of \$1,044,997.44.

Respectfully Submitted,

Nona N. Chapman  
Budget Committee Chairman

# Payment Register

From Payment Date: 4/19/2012 - To Payment Date: 4/24/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
21844	04/10/2013	Open			Accounts Payable	American Bank & Trust Co N.A..	\$28,910.47		
21845	04/10/2013	Open			Accounts Payable	Comcast Cable	\$126.00		
21846	04/10/2013	Open			Accounts Payable	James Hannan, Ltd., LaRose & Bosco, Ltd	\$21,082.20		
21847	04/10/2013	Open			Accounts Payable	Johnson, Roberts & Associates	\$26.50		
21848	04/10/2013	Open			Accounts Payable	Loralee Zaun-Smith	\$1,985.00		
21849	04/10/2013	Open			Accounts Payable	Medicare	\$8,022.33		
21850	04/10/2013	Open			Accounts Payable	The Depository Trust & Clearing Corporation	\$207.00		
21851	04/10/2013	Open			Accounts Payable	Mike Arvis	\$1,475.00		
21852	04/12/2013	Open			Accounts Payable	Special Olympics	\$500.00		
21853	04/24/2013	Open			Accounts Payable	1st Source America	\$479.42		
21854	04/24/2013	Open			Accounts Payable	ABC Automotive Electronics	\$331.50		
21855	04/24/2013	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$2,816.65		
21856	04/24/2013	Open			Accounts Payable	Adult Reading Round Table	\$130.00		
21857	04/24/2013	Open			Accounts Payable	Air One Equipment, Inc.	\$3,195.00		
21858	04/24/2013	Open			Accounts Payable	Airgas North Central	\$120.84		
21859	04/24/2013	Open			Accounts Payable	Art Flo Shirt and Lettering	\$858.50		
21860	04/24/2013	Open			Accounts Payable	AT & T	\$3,552.87		
21861	04/24/2013	Open			Accounts Payable	AudioGo	\$13.47		
21862	04/24/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$571.90		
21863	04/24/2013	Open			Accounts Payable	Barbara Ziemba	\$35.00		
21864	04/24/2013	Open			Accounts Payable	Barge Terminal & Trucking	\$1,617.23		
21865	04/24/2013	Open			Accounts Payable	Berwyn Development Corporation	\$52,172.73		
21866	04/24/2013	Open			Accounts Payable	Berwyn Development Corporation	\$52,754.58		
21867	04/24/2013	Open			Accounts Payable	Berwyn Development Corporation	\$462,301.50		
21868	04/24/2013	Open			Accounts Payable	Berwyn Signs	\$431.00		
21869	04/24/2013	Open			Accounts Payable	Best Technology Systems, Inc.	\$3,140.00		
21870	04/24/2013	Open			Accounts Payable	Brian Koski	\$2,078.36		
21871	04/24/2013	Open			Accounts Payable	BSN Sports	\$697.13		
21872	04/24/2013	Open			Accounts Payable	Card Imaging	\$2,405.00		
21873	04/24/2013	Open			Accounts Payable	Carmen Ryan	\$199.10		
21874	04/24/2013	Open			Accounts Payable	CaseWare International, Inc.	\$345.00		
21875	04/24/2013	Open			Accounts Payable	Cassidy Tire	\$494.00		
21876	04/24/2013	Open			Accounts Payable	CDW Government, Inc.	\$640.80		
21877	04/24/2013	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$5,913.74		
21878	04/24/2013	Open			Accounts Payable	Chicago International Trucks, LLC	\$122.52		
21879	04/24/2013	Open			Accounts Payable	Clerke Mosquito Control Products, Inc.	\$18,300.04		
21880	04/24/2013	Open			Accounts Payable	Comcast Cable	\$25.50		
21881	04/24/2013	Open			Accounts Payable	ComEd	\$6,661.61		
21882	04/24/2013	Open			Accounts Payable	Complete Temperature Systems, Inc.	\$2,147.00		
21883	04/24/2013	Open			Accounts Payable	Constellation New Energy, Inc.	\$2,708.53		
21884	04/24/2013	Open			Accounts Payable	Constellation New Energy, Inc.	\$1,424.87		
21885	04/24/2013	Open			Accounts Payable	Cook County Clerk	\$10.00		
21886	04/24/2013	Open			Accounts Payable	Cook County Department of Public Health	\$150.00		

# Payment Register

From Payment Date: 4/19/2012 - To Payment Date: 4/24/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
21887	04/24/2013	Open			Accounts Payable	David Green	\$425.00		
21888	04/24/2013	Open			Accounts Payable	DEECE AUTOMOTIVE	\$30.00		
21889	04/24/2013	Open			Accounts Payable	Dell Marketing, LP	\$4,437.11		
21890	04/24/2013	Open			Accounts Payable	Dell Marketing, LP	\$695.45		
21891	04/24/2013	Open			Accounts Payable	Demco Educational Corporation	\$138.15		
21892	04/24/2013	Open			Accounts Payable	Diamond Graphics, Inc.	\$155.00		
21893	04/24/2013	Open			Accounts Payable	Dirk Spence	\$200.00		
21894	04/24/2013	Open			Accounts Payable	Eida C. Cortes	\$1,475.00		
21895	04/24/2013	Open			Accounts Payable	EIS Elevator Inspection Services	\$112.00		
21896	04/24/2013	Open			Accounts Payable	Emergency Medical Products, Inc.	\$466.83		
21897	04/24/2013	Open			Accounts Payable	Empire Cooler Service, Inc.	\$92.00		
21898	04/24/2013	Open			Accounts Payable	Federal Express Corporation	\$159.36		
21899	04/24/2013	Open			Accounts Payable	Federal Rent-a-Fence, Inc.	\$72.00		
21900	04/24/2013	Open			Accounts Payable	Felco Vending, Inc.	\$151.00		
21901	04/24/2013	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$6,797.60		
21902	04/24/2013	Open			Accounts Payable	Flash Electric Company	\$2,650.00		
21903	04/24/2013	Open			Accounts Payable	Fox Valley Fire & Safety	\$5,995.00		
21904	04/24/2013	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$733.67		
21905	04/24/2013	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$26.85		
21906	04/24/2013	Open			Accounts Payable	Gallagher Materials, Inc.	\$2,619.00		
21907	04/24/2013	Open			Accounts Payable	Genesis Property Renewal, LLC	\$1,475.00		
21908	04/24/2013	Open			Accounts Payable	Gurtner Plumbing, Inc.	\$2,016.00		
21909	04/24/2013	Open			Accounts Payable	H. J. Mohr & Sons Company	\$75.00		
21910	04/24/2013	Open			Accounts Payable	Hartigan & O'Connor, PC	\$1,564.00		
21911	04/24/2013	Open			Accounts Payable	HD Supply Waterworks, LTD	\$13,500.00		
21912	04/24/2013	Open			Accounts Payable	Hendi Bee Roemer	\$300.00		
21913	04/24/2013	Open			Accounts Payable	Horizon Screening	\$2,141.00		
21914	04/24/2013	Open			Accounts Payable	Illinois Department of Transportation	\$1,104.00		
21915	04/24/2013	Open			Accounts Payable	Illinois Fire Inspectors Association	\$325.00		
21916	04/24/2013	Open			Accounts Payable	Ingram Library Services	\$1,546.15		
21917	04/24/2013	Open			Accounts Payable	Ingram Library Services	\$683.38		
21918	04/24/2013	Open			Accounts Payable	Innovallion Experts	\$500.00		
21919	04/24/2013	Open			Accounts Payable	Interstate Battery System of Central Chicago	\$207.90		
21920	04/24/2013	Open			Accounts Payable	J. G. Uniforms, Inc.	\$7,345.00		
21921	04/24/2013	Open			Accounts Payable	J.R.Carpet Inc.	\$2,830.00		
21922	04/24/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$2,685.13		
21923	04/24/2013	Open			Accounts Payable	Jackson Wabash	\$630.76		
21924	04/24/2013	Open			Accounts Payable	Jackson Wabash	\$1,092.00		
21925	04/24/2013	Open			Accounts Payable	Jarmila Sevcikova	\$234.00		
21926	04/24/2013	Open			Accounts Payable	JNC Consulting, Inc.	\$1,650.00		
21927	04/24/2013	Open			Accounts Payable	Joe Rizza Ford	\$275.06		
21928	04/24/2013	Open			Accounts Payable	Jonathon Kunz & Associates	\$6,000.00		
21929	04/24/2013	Open			Accounts Payable	Jose R. Alvarez	\$1,475.00		
21930	04/24/2013	Open			Accounts Payable	Joseph P. D'Arco & Wayne Walls	\$1,475.00		
21931	04/24/2013	Open			Accounts Payable	K's Quality Construction, Inc.	\$2,220.00		
21932	04/24/2013	Open			Accounts Payable	Kathy Sexton	\$118.50		
21933	04/24/2013	Open			Accounts Payable	Key Equipment Finance	\$2,226.00		
21934	04/24/2013	Open			Accounts Payable	Kieft Bros., Inc.	\$1,366.08		
21935	04/24/2013	Open			Accounts Payable	L - K Fire Extinguisher Service	\$276.45		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
21936	04/24/2013	Open			Accounts Payable	Lanzillothi, Gribben & Marchuk	\$536.25		
21937	04/24/2013	Open			Accounts Payable	Lawndale News	\$197.70		
21938	04/24/2013	Open			Accounts Payable	LexisNexis	\$528.00		
21939	04/24/2013	Open			Accounts Payable	Lexisnexis Risk & Information Analytics Group	\$225.00		
21940	04/24/2013	Open			Accounts Payable	Library Ideas,LLC	\$450.00		
21941	04/24/2013	Open			Accounts Payable	Lyons Tree Service, Inc.	\$9,190.00		
21942	04/24/2013	Open			Accounts Payable	MacNeal Phy Group (OCCMED)	\$685.00		
21943	04/24/2013	Open			Accounts Payable	Marilyn Gabriel	\$66.95		
21944	04/24/2013	Open			Accounts Payable	Marissa Garcia	\$86.15		
21945	04/24/2013	Open			Accounts Payable	McCann Industries, Inc.	\$1,390.73		
21946	04/24/2013	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
21947	04/24/2013	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		
21948	04/24/2013	Open			Accounts Payable	Menards	\$146.96		
21949	04/24/2013	Open			Accounts Payable	Menards	\$34.14		
21950	04/24/2013	Open			Accounts Payable	Menards	\$33.48		
21951	04/24/2013	Open			Accounts Payable	Meriment Homes Inc.	\$2,800.00		
21952	04/24/2013	Open			Accounts Payable	Mesirow Insurance Services, Inc.	\$900.00		
21953	04/24/2013	Open			Accounts Payable	Micro Marketing, LLC	\$51.51		
21954	04/24/2013	Open			Accounts Payable	Mid-Town Petroleum,	\$1,884.02		
21955	04/24/2013	Open			Accounts Payable	Midwest Tape	\$350.82		
21956	04/24/2013	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
21957	04/24/2013	Open			Accounts Payable	Mike & Sons	\$8,202.07		
21958	04/24/2013	Open			Accounts Payable	NAEIR	\$218.00		
21959	04/24/2013	Open			Accounts Payable	Nahum Reyes	\$1,475.00		
21960	04/24/2013	Open			Accounts Payable	Neal & Leroy, LLC	\$1,750.00		
21961	04/24/2013	Open			Accounts Payable	Nexel Communications	\$892.76		
21962	04/24/2013	Open			Accounts Payable	Office Depot	\$281.57		
21963	04/24/2013	Open			Accounts Payable	Office Equipment Sales	\$803.44		
21964	04/24/2013	Open			Accounts Payable	Ogden Carwash	\$11.00		
21965	04/24/2013	Open			Accounts Payable	Oldies.com	\$348.44		
21966	04/24/2013	Open			Accounts Payable	Omnigraphics	\$331.70		
21967	04/24/2013	Open			Accounts Payable	Orlando Diaz	\$2,960.00		
21968	04/24/2013	Open			Accounts Payable	Oscar Jaramillo	\$1,475.00		
21969	04/24/2013	Open			Accounts Payable	Olis Elevator Company	\$34,780.40		
21870	04/24/2013	Open			Accounts Payable	Paradise 4 Paws	\$116.60		
21971	04/24/2013	Open			Accounts Payable	Patrick Engineering	\$1,363.50		
21972	04/24/2013	Open			Accounts Payable	Paul Gardner	\$540.00		
21973	04/24/2013	Open			Accounts Payable	Peter Steinhagen	\$600.00		
21874	04/24/2013	Open			Accounts Payable	Petroleum Technologies Equipment, Inc.	\$2,496.00		
21975	04/24/2013	Open			Accounts Payable	Pinner Electric Company	\$58,229.18		
21976	04/24/2013	Open			Accounts Payable	Pioneer Athletics	\$2,937.50		
21977	04/24/2013	Open			Accounts Payable	Pioneer Press	\$32.00		
21978	04/24/2013	Open			Accounts Payable	Pliney Bowes	\$2,313.00		
21979	04/24/2013	Open			Accounts Payable	Pliney Bowes	\$205.23		
21980	04/24/2013	Open			Accounts Payable	PNC Equipment Finance	\$4,482.64		
21981	04/24/2013	Open			Accounts Payable	Pony Baseball	\$618.00		
21982	04/24/2013	Open			Accounts Payable	Premier Specialties	\$7,885.00		
21983	04/24/2013	Open			Accounts Payable	R.D.V. Electric, Inc.	\$45.00		

# Payment Register

From Payment Date: 4/19/2012 - To Payment Date: 4/24/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
21984	04/24/2013	Open			Accounts Payable	Random House, Inc.	\$341.00		
21985	04/24/2013	Open			Accounts Payable	Recorded Books, LLC	\$20.60		
21986	04/24/2013	Open			Accounts Payable	Reliable Materials	\$1,078.00		
21987	04/24/2013	Open			Accounts Payable	Robert J. Lovero	\$207.24		
21988	04/24/2013	Open			Accounts Payable	Robert R. Andreas & Sons	\$2,280.00		
21989	04/24/2013	Open			Accounts Payable	Rocky Mountain Tracking, Inc.	\$199.10		
21990	04/24/2013	Open			Accounts Payable	Romeoville Fire Academy	\$435.00		
21991	04/24/2013	Open			Accounts Payable	Roscoe Company	\$1,779.71		
21992	04/24/2013	Open			Accounts Payable	S-P-D- Incorporated	\$1,265.69		
21993	04/24/2013	Open			Accounts Payable	Sam's Club / GECCRB	\$351.19		
21994	04/24/2013	Open			Accounts Payable	Senlo Sport Store	\$172.44		
21995	04/24/2013	Open			Accounts Payable	Secretary of State	\$194.00		
21996	04/24/2013	Open			Accounts Payable	Secretary of State	\$101.00		
21997	04/24/2013	Open			Accounts Payable	Shane's Office Supply Company	\$16.00		
21998	04/24/2013	Open			Accounts Payable	Simmons Pest Control	\$150.00		
21999	04/24/2013	Open			Accounts Payable	South Berwyn School District 100	\$100.00		
22000	04/24/2013	Open			Accounts Payable	Sprint	\$1,174.94		
22001	04/24/2013	Open			Accounts Payable	Standard Equipment Company	\$3,140.64		
22002	04/24/2013	Open			Accounts Payable	Stars & Stripes Silk Screening	\$120.00		
22003	04/24/2013	Open			Accounts Payable	State Industrial Products	\$131.67		
22004	04/24/2013	Open			Accounts Payable	Slickney - Forest View Public Library District	\$17.00		
22005	04/24/2013	Open			Accounts Payable	Storino, Ramello & Durkin	\$3,668.55		
22006	04/24/2013	Open			Accounts Payable	Strictly Sewers	\$3,900.00		
22007	04/24/2013	Open			Accounts Payable	Striker Lanes	\$370.00		
22008	04/24/2013	Open			Accounts Payable	Sunbelt Rentals	\$1,658.20		
22009	04/24/2013	Open			Accounts Payable	Superior Lamp Inc.	\$433.23		
22010	04/24/2013	Open			Accounts Payable	SWAN	\$10,739.74		
22011	04/24/2013	Open			Accounts Payable	Tamar Campbell	\$65.00		
22012	04/24/2013	Open			Accounts Payable	Tamerling, Inc.	\$353.00		
22013	04/24/2013	Open			Accounts Payable	Tammy Sheedy	\$23.73		
22014	04/24/2013	Open			Accounts Payable	Target Auto Parts	\$251.32		
22015	04/24/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$18.96		
22016	04/24/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$178.44		
22017	04/24/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$49.95		
22018	04/24/2013	Open			Accounts Payable	The Flag Lady Corporation	\$359.20		
22019	04/24/2013	Open			Accounts Payable	The Rawlings Company	\$372.51		
22020	04/24/2013	Open			Accounts Payable	The Sign Edge	\$35.00		
22021	04/24/2013	Open			Accounts Payable	Thomson Reuters- West	\$296.10		
22022	04/24/2013	Open			Accounts Payable	Thyssenkrupp Elevator Corporation	\$1,122.38		
22023	04/24/2013	Open			Accounts Payable	Total Parking Solutions, Inc.	\$304.00		
22024	04/24/2013	Open			Accounts Payable	Town of Cicero, Animal Welfare Dept.	\$323.00		
22025	04/24/2013	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$6,908.65		
22026	04/24/2013	Open			Accounts Payable	Tryad Automotive	\$73.29		
22027	04/24/2013	Open			Accounts Payable	Tyco Intergrated Security LLC	\$54.00		
22028	04/24/2013	Open			Accounts Payable	Unique Management Services, Inc.	\$26.85		
22029	04/24/2013	Open			Accounts Payable	Unique Plumbing	\$51,269.96		
22030	04/24/2013	Open			Accounts Payable	United Parcel Service	\$71.27		
22031	04/24/2013	Open			Accounts Payable	United Radio Comm, Inc.	\$397.50		
22032	04/24/2013	Open			Accounts Payable	Upstart, Inc.	\$613.70		

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From Payment Date: 4/19/2012 - To Payment Date: 4/24/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
22033	04/24/2013	Open			Accounts Payable	US Gas	\$332.80		
22034	04/24/2013	Open			Accounts Payable	USA Today	\$196.86		
22035	04/24/2013	Open			Accounts Payable	USIC Locating Services, Inc.	\$1,653.86		
22036	04/24/2013	Open			Accounts Payable	Verifications, Inc.	\$40.20		
22037	04/24/2013	Open			Accounts Payable	Vermeer - Illinois, Inc.	\$293.88		
22038	04/24/2013	Open			Accounts Payable	Violet Flower Shop	\$50.00		
22039	04/24/2013	Open			Accounts Payable	Virgilio & Antonia Conanan	\$1,475.00		
22040	04/24/2013	Open			Accounts Payable	Weimer Machine	\$5,072.01		
22041	04/24/2013	Open			Accounts Payable	Zee Medical, Inc.	\$155.40		
Type Check Totals:									
01 - General Cash Totals							\$1,044,997.44		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	198	\$1,044,997.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	198	\$1,044,997.44	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	198	\$1,044,997.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	198	\$1,044,997.44	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	198	\$1,044,997.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	198	\$1,044,997.44	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	198	\$1,044,997.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	198	\$1,044,997.44	\$0.00



K-3

2013  
Schedule

Combined Veterans  
of Berwyn

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Frank Amaro

## COMBINED VETERANS OF BERWYN



American Legion Post 256 – Italian American War Veterans Post 1 – VIETNOW  
Veterans of Foreign Wars Post 2378 – American Legion Post 422

### 2013 Combined Veterans of Berwyn Schedule

#### Poppy Days

(Chairman Frank Amaro)

Full 12 days to sell poppys

May 16 – 27, 2013

Veteran Organizations Poppy Sales (American Legion Post 256, Veterans of Foreign Wars Post 2378, VIETNOW, Italian American War Veterans Post 1, American Legion Post 422)

#### Memorial Weekend Parade

(Chairman Wayne Parthun)

9:00am Line / 10am Parade / 11:30am ceremony at Mount Auburn

Sunday May 26, 2013

1000hrs Memorial Day Parade / (Oak Park Avenue – from Winsor to 41<sup>st</sup> Street)

1130hrs Traditional ceremony at Cemetery

1130hrs Refreshments at the Cemetery

#### Memorial Day Ceremonies

(Chairman Wayne Parthun)

Monday May 27, 2013

1100 hrs Traditional ceremony at the Berwyn Health Department

1130 hrs Traditional ceremony at City Hall

#### Flag Day Ceremony

(Chairman Frank Amaro)

Saturday June 15, 2013 (Proksa Park)

1000 hrs Veterans Blood Drive (All Day)

1100 hrs Ceremony

1200 hrs Flag Day Picnic

1200 hrs Flag retirement (2 hours) for community at TBD (Clear all with Berwyn Fire Department prior to start)

## COMBINED VETERANS OF BERWYN



American Legion Post 256 – Italian American War Veterans Post 1 – VIETNOW  
Veterans of Foreign Wars Post 2378 – American Legion Post 422

### Flag Sales

(Chairman Ben P)

June 27 – July 4, 2013

Veteran Organizations Flag Sales (American Legion Post 256, Veterans of Foreign Wars Post 2378, VIETNOW, Italian American War Veterans Post 1, American Legion Post 422)

### 4<sup>th</sup> of July Ceremony

(Chairman Al Jason)

Thursday July 4, 2013

0600 hrs Ceremony at each of the locations listed below: (13 locations)

1. Morton West High School
  2. Berwyn Library
  3. Proksa Park
  4. Berwyn Recreation Department
  5. Berwyn Police Department
  6. Berwyn Park District Liberty Center
  7. Berwyn Health Department
  8. Berwyn City Hall
  9. Serenity Park
  10. Mraz Park Berwyn park District
  11. Berwyn Fire House #2 (North Station)
  12. North Berwyn Park District
  13. VFW Post 2378
  14. American Legion Post 256
- \* Police escort requested

### National Night Out

(Chairman Wayne Parthun)

Tuesday August 6, 2013

1600 hrs Booth or canopy tent near gate, displays, etc.

Sunset Retire Colors at sunset, Details to come from City

## COMBINED VETERANS OF BERWYN



American Legion Post 256 – Italian American War Veterans Post 1 – VIETNOW  
Veterans of Foreign Wars Post 2378 – American Legion Post 422

### **World War I Memorial**

(Chairman Frank Amaro)

Saturday September 8, 2013

1100 hrs Memorial for World War during the Route 66 car show, details to come.

### **Houby Day Parade**

(Chairman Wayne Parthun)

Sunday October 6, 2013

TBD Parade and displays

### **Veterans Day Breakfast**

(Chairman Bob, Al)

Monday November 11, 2013

0900 hrs Veterans Breakfast (TBD) Sponsorship needed / more details to follow

1100 hrs Ceremony at VFW Post 2378

1700 hrs Flag Retirement Ceremony at American Legion Post 256

### **Thanksgiving Day Dinner**

(Chairman Frank Amaro)

Thursday November 28, 2013

1230hrs Mayor Lovero giving thanks program for Thanksgiving Dinner  
Present flags and volunteers, Liberty Center – Berwyn park District

### **Baskets for the Needy**

(Chairman Frank Amaro)

Saturday December 14, 2013

0900hrs Mayor Lovero Holiday Program for Christmas / Sponsor and volunteers

### **Christmas Day with the Sailors**

(Chairman Frank Amaro)

Wednesday December 25, 2013

TBD 8<sup>th</sup> Annual Sailors in Berwyn for Christmas at SkyLite West Banquets

\*Any request from the City of Berwyn will need to be directed to Combined Veterans of Berwyn  
2013 Coordinators Frank Amaro and or Wayne Parthun to be placed on the monthly agenda.

# COMBINED VETERANS OF BERWYN



American Legion Post 256 – Italian American War Veterans Post 1 – VIETNOW  
Veterans of Foreign Wars Post 2378 – American Legion Post 422

## 2012 Combined Veterans of Berwyn

2013 Chairman  
2013 Coordinator  
Member  
Member

Member  
Member  
~~Member~~

President Gary Krzemkowski  
Wayne Parthun and Frank Amaro  
American Legion Post 256  
Italian American War Veterans  
Filippo Mazzei Post 1  
Vietnow Cicero / Berwyn Chapter  
Veterans of Foreign Wars Post 2378  
~~American Legion Post 422~~