

Berwyn City Council

Regular Meeting

August 27, 2013

Agenda

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

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Regular Meeting - August 27, 2013
Agenda

M. Consent Agenda

1. Payroll 8-14-13	\$1,129,322.28		38
2. Payables 8-27-13	\$361,302.66		39
3. Latino Mission United Church-Yard Sale		8/21/13 and 9/21/13	45
4. Sokol Tabor-Rummage Sale		10/11/13 And 10/12/13	46
5. JenCare Grand Opening Celebration		9/10/13 And 9/11/13	47
6. Block Party 3100 Scoville		9/14/13 rain 9/21/13	49
7. Block Party 2800 Wenonah		9/7/13 rain 9/14/13	51
8. Block Yard Sale 1900 Clinton		9/7 & 9/8 rain 9/14 & 9/15	53
9. Handicap Sign #851 –M. Ayers-6940 30 th Pl.		Approve	55
10. Handicap Sign #837 – J. Clemens-6846 32 nd St.		Deny	61

O. Adjournment



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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
AUGUST 13, 2013

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was had for the family of Ida Caldwell, grandmother of Berwyn Police Officer Edward Tovar 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. The Mayor recognized Scott Lennon who presented the Mayor with a picture of the Gay Pride Parade in recognition of the City of Berwyn's support of diversity. Alderman Avila announced Saturday August 17, 2013 Dr. Laundry is hosting its Grand Opening at 7122 16th Street from 9a.m. to 5p.m. Alderman Avila also announced Sunday August 25, 2013 is School District 98 Back to School Picnic in the Sokol Tabor parking lot on 16th in Wesley from 1p.m. to 5p.m.
4. The minutes of the Berwyn City Council meeting and the Committee of the Whole held July 23, 2013 were submitted. Thereafter, Avila made a motion, seconded by Chapman, 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 items H-1 and H-2. The motion carried by a voice vote. H-1 is a Proclamation from the Mayor congratulating both Sergeant Guy Papa and Officer Matthew Boskovich for their response involved in the rescue mission, which resulted in saving the lives of two children. Chapman made a motion, seconded by Boyajian to **adopt** the proclamation as presented. The motion carried by a voice vote. Thereafter, the Mayor recognized and presented the Proclamation to Sergeant Papa and Officer Boskovich.
6. H-2 Is a Proclamation submitted by the Mayor congratulating Jason Brambila on his keen observation skills and courage that led to the capture of a criminal along with teamwork of the Berwyn Dispatchers and Officers. Chapman made a motion, seconded by Avila, to **adopt** the proclamation as

BERWYN CITY COUNCIL MINUTES
August 13, 2013

presented. The motion carried by a voice vote. Thereafter, the Mayor recognized and presented to all the individuals involved.

7. Chapman made a motion, seconded by Boyajian, to suspend the rules and bring forward item I-1. The motion carried by a voice vote. I-1 is a communication from the Clerk announcing the recipients of the 2013-2014 Dollars for Scholars Scholarship, Ms. Ylse Bear and Ms. Neriangela Velez. Chapman made a motion, seconded by Boyajian, to accept as informational. The motion carried by voice vote. Thereafter, Clerk Pavlik presented a certificate of recognition to Ms. Bear who was in attendance.
8. The Berwyn Development Corporation submitted a communication regarding request for 2nd time extension for the Big Hurt Brewhouse Redevelopment Agreement. The Mayor recognized Anthony Griffin, Executive Director of the BDC, who reviewed same. Thereafter, Avila made a motion, seconded by Laureto, to concur and approve as submitted. The motion carried by a voice vote.
9. The Parking and Traffic Committee submitted a communication regarding referral Items #12 of June 10, 2013, Item #16 of June 25, 2013 and Item #19 of April 10, 2013. Thereafter, Paul made a motion, seconded by Avila, to accept Items 1 through 3 as info and **deny** Item #19 of April 10 2013, a request for Superzone Parking for the 2400/2500 blocks of Cuyler and Highland. The motion carried by a voice vote.
10. Berwyn Main Street submitted a communication regarding the 2nd Annual Taste of Main street event and sidewalk sale on August 29, 2013. The Mayor recognized Dario Solano, Executive Director of Main Street, who reviewed same. Thereafter, Avila made a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
11. City Administrator submitted a communication regarding approval of contracts for consulting services related to CDBG policies, procedures and financing. Thereafter, Chapman made a motion, seconded by Laureto, to concur, approve as amended as discussed in the Committee of the Whole and authorize the corporate authorities to affix his signature thereto. The motion carried by unanimous roll call vote.
12. Assistant City Administrator submitted a communication regarding Illinois Transportation Enhancement Program (ITEP) Grant Applications. The Mayor recognized Evan Summers, Assistant City Administrator, who reviewed same. Thereafter, Chapman made a motion, seconded by Laureto, to concur,

BERWYN CITY COUNCIL MINUTES
August 13, 2013

approve as submitted and authorize the Mayor to affix his signature thereto. The motion carried by a unanimous roll call vote.

13. Assistant City Administrator submitted a communication regarding Telecommunications Audit Agreement with the Spyglass Group, LLC. The Mayor recognized Evan Summers, Assistant City Administrator, who asked that this item be deferred. Chapman made a motion, seconded by Boyajian, to defer for two weeks. The motion carried by a voice vote.
14. The Chief of Police submitted a communication regarding a request to fill a vacancy due to disability retirement. Thereafter, Avila made a motion, seconded by Polashek, to concur and grant permission to hire the next eligible candidate. The motion carried by a unanimous roll call vote.
15. Police Commander O'Halloran submitted a communication regarding the replacement and upgrade of Uninterruptable Power Source (UPS). The Mayor recognized Commander O'Halloran, who reviewed same. Thereafter, Avila made a motion, seconded by Boyajian, to concur, approve as submitted in an amount not to exceed \$124,130.15. The motion carried by a unanimous roll call vote.
16. The Mayor requested the Clerk to recall item H-2, a Proclamation regarding Jason Brambila on his keen observation skills and courage that led to the capture of a criminal along with teamwork of the Berwyn Dispatchers and Officers capture of a criminal. The Mayor recognized presented Jason Brambila with the Proclamation.
17. Police Commander Cimaglia submitted a communication regarding the creation of a new position, civilian non-union full time Property/Evidence Manager. Thereafter, Avila made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
18. The City Traffic Engineer submitted a communication with an attached Resolution regarding Supporting Improvements to Riverside Drive. Chapman made a motion, seconded by Boyajian, to concur and **adopt** the Resolution as presented. The motion carried with a unanimous roll call vote.
19. The Finance Director submitted a communication regarding the 2013 Comprehensive Annual Financial Report. Thereafter, Chapman made a motion, seconded by Avila, to accept as info and file same. The motion carried by a voice vote.

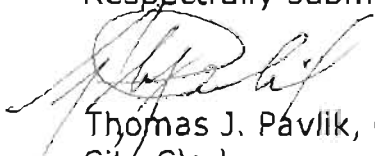
BERWYN CITY COUNCIL MINUTES
August 13, 2013

20. The Consent agenda Items M-1 through M-21 were submitted:
- M-1 BUDGET CHAIR-PAYROLL-7/23/13 \$1,092,699.71-**APPROVED**
 - M-2 BUDGET CHAIR-PAYABLES-7/23/13 - \$694,344.31-**APPROVED**
 - M-3 BUILDING AND LOCAL IMPROVEMENT PERMITS FOR JULY 2013
 - M-4 BUSINESS LICENSES JUNE & JULY 2013
 - M-5 FUNDRAISER-KNIGHTS OF COLUMBUS ID TOOTSIE ROLL 9/20 THRU 9/22
 - M-6 MORTON HS HOMECOMING PARADE-9/27/13
 - M-7 DR. LAUNDURY 16TH & MAPLE BLOCK PARTY-8/17/13
 - M-8 ST. LEONARD/STREET CLOSURE-10/5/13 RAIN 10/6/13
 - M-9 ST ODILOS BOY SCOUTS-CAR WASH-8/17/13 RAIN 8/24/13
 - M-10 BLOCK PARTY-GRACE BIBLE CHUCH-6900 16TH - 8/17/13 RAIN DATE 8/24/13
 - M-11 BLOCK PARTY-EBENEZER CHURCH-1200 HARVEY-9/15/13 RAIN 9/22/13
 - M-12 BLOCK PARTY-6900 30TH PLACE-8/31/13 RAIN 9/1/13
 - M-13 BLOCK PARTY-1600 HOME- 8/24/13 RAIN -8/31/13
 - M-14 BLOCK PARTY-3500 HOME- 8/17/13 RAIN -8/18/13
 - M-15 BLOCK PARTY-1800 HOME- 8/17/13 RAIN -8/24/13
 - M-16 BLOCK PARTY-6800 29TH PLACE- 8/31/13 RAIN -9/1/13
 - M-17 BLOCK PARTY-1400 KENILWORTH- 9/7/13 RAIN -9/14/13
 - M-18 BLOCK PARTY-1200 KENILWORTH-8/24/13 RAIN 8/31/31
 - M-19 BLOCK PARTY-2500 GROVE-89/24/13 RAIN 8/31/13
 - M-20 BLOCK YARD SALE-1600 GROVE-8/17/13 RAIN 8/18/13
 - M-21 HANDICAP SIGN -1550 HARVEY- DENY

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

21. 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 8:38p.m. The motion carried by a voice vote.

Respectfully submitted,


Thomas J. Pavlik, CMC
City Clerk

MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
August 13, 2013

1. Mayor Lovero called the Committee of the Whole to order at 6:00 p.m.; upon the call of the roll the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Avila, and Laureto. Absent: Polashek. Avila made a motion, seconded by Santoy, to excuse Alderman Polashek. Motion carried by a voice vote.

2. Contract for Consulting Services Related to CDBG Policies, Procedures and Financing: The Mayor recognized City Administrator Brian Pabst who reviewed his communication, Item L-1 on the City Council agenda. Pabst is recommending amending his request and to hire one firm to handle all aspects, instead of two and introduced Bill Kubal of USONA Development, LLC. Pabst noted the expense can be reimbursed from HUD at a later date. Alderman Chapman questioned Mr. Kubal's qualification. Kubal noted his college degrees, that he interned with HUD and that he is occasionally contracted to train HUD employees. Avila questioned the length of his services? Pabst replied; a couple of months to implement procedures, train staff and then come back periodically for audits and review any new or changing HUD requirements. The Mayor stated the item on the agenda will need to be amended with a recommendation to hire just one consultant at a \$95 per hour rate.

3. Mayor noted he had no further business for the COW and asked if there were any questions regarding agenda items. Alderman Paul questioned Item L-6 regarding PD request to hire an evidence manager. Mayor explained this will free up two Detectives allowing them to get back on the street. It is a civilian non-union position and has been allotted for in the budget.

4. Alderman Avila questioned item F-1 from the BDC regarding an extension for Big Hurt. The Mayor recognized BDC Executive Director Anthony Griffin who reviewed same, stating it was due to construction cost and the scaling down of expansion of the Building. Griffin stated all financials are in place and there is a meeting next week to review new build out plans. The new opening date is for March 2014 in conjunction with baseball opening day.

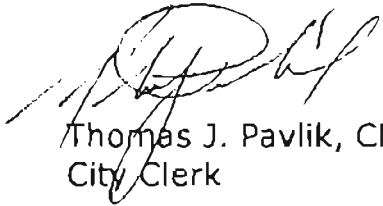
5. The Mayor asked for a motion to close the Committee of the Whole for pending litigation and real estate. Thereafter, Avila made a motion, seconded by Boyajian, to close the Committee of the Whole at 6:20 p.m. The motion carried by a voice vote.

COMMITTEE OF THE WHOLE

August 13, 2013

6. A motion was made in closed session by Avila, seconded by Chapman, to re-open the Committee of the Whole at 7:13 p.m. The motion carried by a voice vote.
7. A motion was made by Santoy, seconded by Boyajian, to adjourn the Committee of the Whole at 7:13 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 printed name and title.

Thomas J. Pavlik, CMC
City Clerk

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 08/27/13

Deferred Communication

Agenda Item L1 is a Deferred Communication from C C Meeting dated 08/13/13 #13

FROM Assistant City Administrator

Re: Telecommunications Audit Agreement with The SpyGlass Group

ITEM# 13

Roll Call/Tally Sheet
City of Berwyn

DATE: AUGUST 13, 2013

TIME: 8:00 PM

CITY COUNCIL MEETING

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

MOTION TO:	REFER TO:	TO:	COMMENTS:
Accept as Info	IT		
Adjourn	BDC		E. SUMMERS
Adopt	Building Dept.		ASK FOR
Approved as Amended	Collector		DEFER
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.		
Germane	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.		
	Zone. Bd. Appeals		
	Clerk's Dept.		

L-3



Evan K. Summers
Assistant City Administrator

ITEM NO. 13

DATE AUG 13 2013

DISPOSITION _____

DEFER

A Century of Progress with Pride

Date: 13 August 2013

To: Mayor Robert J. Lovero
Members of City Council

Re: Telecommunications Audit Agreement with The SpyGlass Group, LLC

As the City works to continually maintain accountability over our technology resources, it becomes necessary to perform occasional audits of IT services and recurring bills. Due to the intricacies of the City's phone system and the complexity of the phone company's bills, it may be possible that the City can achieve savings by having a network wide audit.

The SpyGlass Group, LLC is a professional IT audit firm that specializes in navigating network phones. The attached no-cost contract authorizes SpyGlass to review our phone bills and work with our phone service provider (AT&T) to identify billing mistakes in the system. After approximately three months, the City will be provided with a copy of the audit and recommendations of how to correct inefficiencies. If the City opts to utilize one of Spyglass's recommendations within the next 12 months, the City will pay a portion of the savings to SpyGlass.

The audit process proposed by SpyGlass has been reviewed and approved by the City's Finance and IT Departments; both departments support moving forward with the audit. Additionally, I have contacted past clients of SpyGlass and have found them to very pleased with the service they received.

Recommendation:

Staff recommends the approval of the attached contract with The SpyGlass Group, LLC to perform an audit on the City's telecommunications equipment.

Respectfully submitted,

Evan K. Summers
Assistant City Administrator

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Berwyn** ("Company"), and **The SpyGlass Group, LLC**, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data and Internet) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Optional Wireless Services. Company elects to include not include (please check one) wireless service billing in Auditor's review. The fee for including the wireless service billing in the scope of Auditor's services will be \$_____. This fee will be invoiced upon delivery of the recommendations by Auditor and shall be due within ten (10) days of receipt of such invoice. Company and Auditor agree that if neither box is checked in this Section or this Section is not initialed by both parties, wireless service billing will not be included within the scope of Auditor's services but this agreement will still be binding.

(Please Initial Here) Company Initials _____ Auditor Initials _____

5. Miscellaneous. This agreement is governed by the laws of the State of Illinois, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

AUDITOR

City of Berwyn

The SpyGlass Group, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: Edward M. DeAngelo

Date: _____

Date: _____



A Century of Progress with Pride

Date: August 21, 2013

To: Mayor Robert J. Lovero
Members of City Council

Re: **Renewal of Local Debt Recovery Program Agreement with XSELL Technologies**

Last August, City Council gave authorization to initiate participation in the State Comptroller's Local Debt Recovery Program (LDRP). Under the LDRP, municipalities can submit outstanding debts owed to the Comptroller's Office and the Comptroller can attempt to withhold payments from debtors' tax refunds, state payments and/or state employee salaries.

During staff's due diligence of the program, we identified XSELL Technologies as a consultant able to maximize our returns through the LDRP. Under our last contract with XSELL Technologies, not only did they manage the heavy data transfers, but they also employ a proprietary data smoothing algorithm to increase the match rate between our debtor information and the State's list of eligible individuals.

Through our public-private partnership with XSELL Technologies over the past year, we have focused solely on collecting revenues from outstanding red light tickets. The results have far exceeded expectations with over \$378,000 collected as of the writing of this memo. Through XSELL Technologies' proprietary method, the City of Berwyn has the highest match rate in the state, and the Comptroller's Office uses Berwyn as the recommended model for new communities looking to participate in the LDRP.

Finally, whereas most traditional debt collectors would charge 25%-35% of outstanding debts, our service fee to XSELL Technologies is only 10% of debt collected. Moving into the next contract, it is my intention to explore and potentially add additional debts to the LDRP because this is an effective and efficient way to collect money that is duly owed to the City. The attached contract is nearly identical to the last contract with XSELL Technologies with the only addition being a modification to the term clause allowing for a mutually agreeable extension of the contract.

Recommendation:

Staff recommends that City Council authorize execution of the attached contract with XSELL Technologies to provide technology consulting for continued participation in the Local Debt Recovery Program.

Respectfully submitted,

Evan K. Summers
Assistant City Administrator

Joseph Fitzgerald
Police Sergeant

THE CITY OF BERWYN, ILLINOIS INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and effective as of this ____ day of _____ 2013 (the "Effective Date"), by and between the City of Berwyn, Illinois, an Illinois municipal corporation (the "City"), and XSELL TECHNOLOGIES, INC., a Delaware corporation ("XSELL"), (collectively, the City and XSELL may, for convenience only, be hereinafter referred to as the "Parties"). The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, XSELL desires to enter into a contract as an information consultant for the City; and

WHEREAS, XSELL possesses the requisite knowledge and experience required for the position of an information consultant for revenue reconciliation matters, along with other knowledge and experience deemed valuable by the Corporate Authorities (as defined below); and

WHEREAS, the City Council and the Mayor, (the "Corporate Authorities") have determined that it is in the best interests of the City to secure the services of XSELL based on the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement whereby XSELL will act as an independent contractor in accordance with the terms and conditions hereinafter set forth and any other agreed upon terms governing the aforesaid relationship; and

WHEREAS, XSELL, an independent contractor, shall perform the services and undertake the obligations as described in Exhibit A, incorporated herein and attached hereto; and

WHEREAS, XSELL shall not be the exclusive information consultant for the City and XSELL will only provide such of its technology services that the City advises them to at the City's discretion; and

WHEREAS, XSELL shall be the exclusive technology partner in connection with the Illinois Office of the Comptroller's ("IOC") Local Debt Recovery Program; and

WHEREAS, XSELL understands that it will only be working on matters related to the IOC Local Debt Recovery Program; and

WHEREAS, XSELL shall not work exclusively for the City; and

The City of Berwyn Independent Contractor Agreement

WHEREAS, XSELL and the City hereby enter into this Agreement for the provision of services described in Exhibit A pursuant to the directions of the Mayor and/or his designee in exchange for the compensation described in Exhibit B, incorporated herein and attached hereto; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. COVENANTS OF XSELL.

- 1.1 Contractual Relationship. XSELL shall provide the services described in Exhibit A (the "Services") as an independent contractor performing the duties of an information consultant in the area of revenue reconciliation for the operations of the City.
- 1.2 Contractual Duties. XSELL shall in a first class and highest industry standard provide the Services which shall include revenue reconciliation employing software XSELL has developed and owns, shall also provide exception management services and shall perform such other related tasks and duties as directed by the Mayor or the Mayor's designee all in accordance with the operational policies and procedures established in the Codified Ordinances of Berwyn (the "City Code"), incorporated herein by this reference, and any other applicable policies, procedures and past practices, as the same may be updated from time to time. Any such direction shall be given in writing transmitted electronically, by standard mail or by personal delivery.
- 1.3 Best Efforts; Inducements. XSELL agrees that at all times it will faithfully, efficiently and to the best of its abilities and talents perform all of the duties that may be required of and from it, pursuant to the terms hereof and to the reasonable satisfaction of the Mayor or his designee. XSELL shall abide by all policies and decisions made by the City, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules, and regulations. Consistent with the terms of this Agreement, XSELL shall act in the best interests of the City at all times. XSELL has not provided any gift, gratuity, service, or other inducement to any City official or employee or to any entity or individual involved in retaining XSELL's services.

2. TERM. The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year unless earlier terminated as provided for in Section 5 of this Agreement. The City may unilaterally extend this Agreement for an

The City of Berwyn Independent Contractor Agreement

additional one (1) year term if the City provides written notice of its intent to extend the term of this Agreement to XSELL no later than sixty (60) days prior to the expiration of this Agreement.

3. RESTRICTIVE COVENANTS. To the fullest extent of XSELL's knowledge, XSELL represents and warrants to the City that XSELL is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder, or interfere with XSELL's acceptance of the contracted for position by the City or the performance of the duties and services hereunder and XSELL has sufficient experience, qualifications, and knowledge to undertake the duties set forth in this Agreement. XSELL shall defend, indemnify, and hold harmless the City, its officials, elected and appointed, employees, consultants, and agents from and against any liability the City may incur to a third party as the result of the existence and breach by XSELL of any such covenants, obligations, or commitments.
4. REMUNERATION. XSELL will be compensated by the City as provided in Exhibit B within thirty (30) days after the City has received the revenues from the IOC under the Local Debt Recovery Program (as described in Exhibit B) administered by the IOC. XSELL's position is wholly based on commission as described in Exhibit B.
5. TERMINATION. This Agreement and relationship governed thereunder may be terminated for convenience of the Parties for cause or no cause upon thirty (30) days advance written notice. Notwithstanding any such termination, XSELL shall be paid the compensation provided for in Exhibit B for any revenue reconciliation matches identified by XSELL and transmitted to the IOC for payment offset during the term of this Agreement. XSELL shall be paid only after the City has received revenue. No such payment will be made in the event of fraud or maleficence on the part of XSELL.
6. RETURN OF THE CITY'S PROPERTY; TRANSITION. The City shall give no personal property to XSELL. The work product generated by XSELL and submitted to the City is owned by the City. The City shall provide computer readable data to XSELL sufficient to allow XSELL to render the Services including, without limitation, limited access to the City's computer system in order to extract data necessary to prepare required reports to be submitted to the IOC. The City shall make available to XSELL on a limited basis for consultation purposes, management personnel from its Finance and Information Technology Departments. The Parties shall meet and take all steps necessary to integrate the XSELL computer system with the City's computer system.

7. INSURANCE. XSELL shall maintain at its expense commercially reasonable insurance policies including, without limitation, automobile insurance, workers' compensation insurance, and other such endorsements applicable to this Agreement as requested by the City during the then remaining term of the Agreement and in such form amounts, and manner as directed by the City in its sole and absolute discretion. Such limits, premium and deductible amounts are to be reasonably agreed to by the Parties. XSELL shall provide the City with a certificate of insurance identifying the City as an "additional insured" for workers' compensation coverage. To the extent that there is any conflict with XSELL's compliance with Section 1.2 of this Agreement and with this Section, the same shall be read as expansively as possible to protect the interests of the City.

8. REPRESENTATIONS AND WARRANTIES OF XSELL. XSELL represents and warrants to the City that the statements and other representations made by XSELL to the City during the hiring and interview process including, without limitation any written materials submitted to the City and statements made to the City by XSELL and XSELL's references, are true and accurate. XSELL shall defend, indemnify, and hold harmless the City, its officials, elected and appointed, consultants, employees, and agents from and against any liability the City may incur to a third party as the result of its reliance upon any of the aforementioned statements or other representations that are found to have been false or misleading. For the defense of this claim, the City has the right to select its own counsel.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CITY. The City represents, warrants, and covenants to and with XSELL, as follows:
 - 9.1 The City has duly authorized the execution and performance of this Agreement;

 - 9.2 The Parties has taken all action necessary to allow the Parties to perform its obligations under this Agreement including, without limitation: (a) entering into an Intergovernmental Agreement with the IOC for access to the IOC's Local Debt Recovery Program (the "Intergovernmental Agreement"); and (b) designating XSELL as the City's authorized agent to interact with the IOC. Entering into this Agreement violates no other agreement and no law including, without limitation federal or state law;

 - 9.3 The City will comply with all the terms and provisions applicable to it under the Intergovernmental Agreement; and

9.4 All data provided to XSELL for analysis will be accurate and correct in all respects, and shall satisfy the requirements of the Intergovernmental Agreement.

10. CONFIDENTIALITY. The City and XSELL and their respective personnel shall, except as otherwise expressly provided herein, use the other Party's Confidential Information (as hereinafter defined) solely to fulfill the purposes of this Agreement, and each shall take all reasonable precautions to prevent unauthorized disclosure thereof. Neither the City nor XSELL shall make any public disclosure of the other Party's Confidential Information (excluding disclosure to the IOC necessary for revenue reconciliation), in the absence of the prior written consent of the other Party. Notwithstanding the foregoing, the Parties acknowledge that the City is a unit of local government which shall comply with all applicable federal and state law regarding confidentiality including, without limitation, the Freedom of Information Act (5 ILCS 140/1, *et seq.*) and the Open Meetings Act (5 ILCS 120/1, *et seq.*). The City will comply with all laws regarding confidentiality and release information requested from it pursuant to the Freedom of Information Act and the Open Meetings Act. The Parties further acknowledge that the confidentiality requirements of this Agreement are different than if two private entities were entering into an agreement. Upon termination of this Agreement or upon demand, except as otherwise provided herein, the Parties shall promptly return to each other all property and Confidential Information of the other Party. If agreed, a certificate of destruction may be provided in lieu of return of the Confidential Information, with sufficient detail regarding the Confidential Information destroyed, destruction date, and assurance that all copies also were destroyed. Notwithstanding the foregoing, upon execution of this Agreement, the Parties agree to issue a joint press release announcing their entry into the relationship contemplated by this Agreement.

For purposes of this Agreement, Confidential Information means any proprietary information, technical data, trade secrets or know-how, research, experiments, inventions, processes, formulas, designs, drawings, products, services, plans, marketing strategies, business or financial information, finances, software, source code, hardware configuration, or other information disclosed by the City or XSELL, their representatives, affiliates, vendors or customers, or their respective directors, managers, officers, employees, agents, representatives, independent contractors, or attorneys, in writing, orally, electronically, or by drawings or inspection of parts or equipment, and includes any other information that the Parties may reasonably understand to be confidential. Confidential Information does not include information: (a) already known by a Party at the time it is disclosed as shown by written records; (b) publicly known without breach of this Agreement; (c) received from a third party, other than residents of the City, authorized to disclose it without restriction; (d) independently developed by a Party without use of Confidential Information; or (e) required by law, regulation

or valid court or government order to be disclosed, provided a Party first notifies the other Party of such required disclosure, so the other Party may seek a protective order pertaining to such information.

11. **INDEMNIFICATION.** The Parties shall defend, indemnify, and hold harmless the other Party and its officials (whether elected or appointed and including, but not limited to the Mayor), affiliates, directors, officers, employees, agents, representatives, independent contractors, or attorneys, successors or assigns (“Indemnified Parties”) from all claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties or interest, associated auditing and legal expenses and other costs incurred by Indemnified Parties arising from: (i) any misrepresentation or breach of any representation, warranty or covenant of the Parties hereunder; (ii) the Parties’ performance or non-performance under this Agreement; and (iii) the Parties’ negligence or willful misconduct; all the foregoing except to the extent arising out of willful misconduct of an Indemnified Party.
12. **NOTICE OF IMPENDING CLAIMS.** As a continuing obligation of XSELL throughout this Agreement, XSELL shall notify the City of any claims, either filed or threatened to be filed, which materially affect, or could materially affect the City.
13. **NOTICE.** All notices required under this Agreement shall be in writing and shall be deemed given when delivered personally, by overnight delivery, by facsimil transmission upon electronic acknowledgement of receipt, or by certified or registered mail, return receipt requested, upon verification of receipt to the addresses set forth below:

If to City: The City of Berwyn
 Attn: Brian J. Pabst, City Administrator
 6700 26th Street
 Berwyn, Illinois 60402
 Phone: (708) 749-6432
 Fax: (708) 788-2567
 Email: BPabst@ci.berwyn.il.us

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

The City of Berwyn Independent Contractor Agreement

If to XSELL: XSELL Technologies, Inc.
230 S. Clark Street
Chicago, IL 60406
Attn: Matthew Coughlin, President and CEO
Phone: (312) 462-6152
Fax: (____) _____
Email: mcoughlin@xselltechnologies.com

With a copy to: Edward J. Grzelakowski
Kemp & Grzelakowski, Ltd.
1900 Spring Road, Suite 500
Oak Brook, IL 60523
Phone: (630) 571-7711
Fax: (630) 581-7755
Email: kemp-grzelakowski@email.msn.com

14. NONSOLICITATION OF PERSONNEL. Except as may otherwise be agreed in a separate writing between the Parties, neither Party shall solicit for employment, nor hire or engage any personnel of the other Party in any capacity during the Term of this Agreement and for a period of two (2) years thereafter.
15. XSELL'S PROPRIETARY INTERESTS. Nothing set forth in this Agreement shall be construed to grant to the City or any of its personnel, any right, title or interest in, or license of XSELL's Confidential Information or Intellectual Property (as hereinafter defined). For purposes of this Agreement, Intellectual Property means collectively: (a) trademarks, trade names, service marks, trade dress, product configurations, logos and other trade identities, trade secrets, know-how, mask work rights, inventions, formulas, algorithms, business methods, rights in packaging, computer software (in source code and object code formats), domain names, uniform resource locaters, Internet protocol addresses, web sites (and source codes for web sites), patents, patent rights, copyrights, moral rights, authorship rights, and other ownership rights, owned in whole or part by a Party; (b) common law rights, licenses, royalties, assignments, associated goodwill, applications, registrations, renewals, and extensions for all of the items under (a) above in the United States, each individual state thereof, and all other countries and jurisdictions worldwide; and (c) agreements relating to (a) or (b) above to which a Party hereto is a party (including expiration dates, if applicable), including, without limitation, all agreements relating to technology, know-how, processes, software (including, but not limited to, all agreements covering application software and operating system software and all agreements with application service providers), and hardware. This forgoing does not include any data which shall be the property of the City and shall be distributed to the successor entity if there is a transition of services.

Due to the significant investment required of XSELL in order to create and implement the program contemplated by this Agreement, as a material inducement to XSELL to enter into this Agreement, the City agrees to work exclusively with XSELL during the term of this Agreement in relation to the IOC's Local Debt Recovery Program and not to engage any other person to provide technology services in connection with the IOC's Local Debt Recovery Program similar to the Services to be provided by XSELL hereunder.

16. MISCELLANEOUS.

- 16.1 Preambles & Approvals. The statements set forth in the preambles to this Agreement are true and correct and are adopted as part of this Agreement. Where approval is required pursuant to the terms of this Agreement, no unreasonable request shall be denied.
- 16.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws. XSELL acknowledges that it has had an opportunity to review and revise this Agreement and have the same reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 16.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 16.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.
- 16.5 Modification; Waiver. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that is not expressly set forth in this Agreement. No failure or delay on the part of either Party to the Agreement to exercise any right, remedy, power or privilege will preclude or limit any other or

further exercise of such right or the exercise of any other right, remedy, power, or privilege with respect to the same or any other matter.

- 16.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 16.7 No Conflict of Interest. During the term of XSELL's position with the City and during any period that XSELL is receiving payments from the City, XSELL must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with the City, as may be determined by the Mayor, in his reasonable discretion. If the Mayor believes such a conflict exists during the term of this Agreement, the Mayor or his designee may ask XSELL to choose to discontinue the other work or resign its position with the City.
- 16.8 Right to Counsel. XSELL acknowledges that it was informed that it has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, XSELL acknowledges that it had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 16.9 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 16.10 Assignment. This Agreement is personal in character and neither the City nor XSELL shall assign its or his interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignor for obligations accrued prior to such assignment.
- 16.11 Records. During the term of this Agreement and for a period of not less than three (3) years after the termination or expiration of this Agreement, the Parties shall maintain complete and accurate records concerning their obligations and performance under this Agreement.
- 16.12 Excusable Delays. Neither Party shall be held responsible for delays caused by acts beyond its control, such as acts of God, utility or

communications delays or failures, fire or other casualty, accidents not caused by its own negligence or fault, labor disputes, war, or failure of the other Party to provide required data or access.

- 16.13 Further Assurances. The Parties shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall: (i) furnish upon request to each other such further information; (ii) execute and deliver to each other such other documents; and (iii) do such other acts and things; all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.
- 16.14 Prevailing Party. The prevailing Party in any action brought with respect to this Agreement shall be entitled to recover its costs and reasonable attorneys' fees incurred in any such action from the non-prevailing Party.
- 16.15 Independent Contractor Status; Reporting Requirements. XSELL's relationship with the City will be that of an independent contractor and not that of an employee, agent, partner, joint venturer, or appointed official. The City will not make deductions from payments made to XSELL for state, local, or federal taxes, impositions and charges, all of which will be XSELL's responsibility. Other than in furtherance of its obligations hereunder in rendering the Services, including without limitation, necessary revenue reconciliation filings with the IOC, XSELL will have no authority to enter into contracts that bind the City or create obligations on the part of the City without the prior written authorization of the City. XSELL will report to the Mayor concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the mutual agreement of the Mayor and XSELL.
- 16.16 Business Cards and Uniforms. XSELL will be given neither business cards nor City uniforms.
17. **DISCLAIMERS AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The City of Berwyn Independent Contractor Agreement

THE WARRANTIES PROVIDED HEREUNDER AND THE LIABILITIES OF A PARTY HEREUNDER ARE EXCLUSIVE AND IN LIEU OF, AND EACH PARTY HEREBY WAIVES, ALL OTHER WARRANTIES, GUARANTIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS WITH RESPECT TO FITNESS AND MERCHANTABILITY FOR A PARTICULAR PURPOSE) OR WHETHER OR NOT OCCASIONED BY A PARTY'S NEGLIGENCE. THE WARRANTIES HEREUNDER SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY XSELL AND THE CITY.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FORGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2013.

Executed:

CITY OF BERWYN,
an Illinois municipal corporation

Date

Attest:

Date

(SEAL)

XSELL TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Matthew Coughlin, President & CEO Date

Exhibit A
(Job Duties)

XSELL will provide revenue reconciliation services employing its own custom made software that will allow the City, as a local claiming entity (LCE), to overcome the complexities in revenue reconciliation and administrative procedures related to the Local Debt Recovery Program administered by IOC. XSELL shall create a fact based, data driven sustainable solution that identifies funds outstanding, locate matches, and apply to the IOC for offset payments of revenues available to the City under the Local Debt Recovery Program.

XSELL's Revenue Reconciliation Program is created with the following intentions:

1. Provide IOC file preparation for the following files:
 - i. Local Claiming Entity Involuntary Pre Add File
 - ii. Local Claiming Entity Involuntary With-Holding Maintenance Add
 - iii. Local Claiming Entity Involuntary Maintenance Change
 - iv. Local Claiming Entity Involuntary Match
 - v. Local Claiming Entity Involuntary Statistical Analysis
 - vi. Local Claiming Entity Involuntary Delete File
2. Increase match accuracy with IOC system of records to create increase revenue reconciliation.
3. Provide accurate and ongoing maintenance to file amendment per IOC guidelines.

Exhibit B
(Remuneration Schedule)

Price of Services/Compensation: XSELL shall receive from the City an amount equal to ten percent (10%) of actual revenues received by the City from the IOC's Local Debt Recovery Trust Fund (or similar depository) under the Local Debt Recovery Program administered by the IOC as a result of using XSELL's services and/or technology.

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

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

August 27, 2013

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

Re: 07 WC 3322
07 WC 56306

Dear Mr. Pavlik:

Please put these items on the August 27, 2013 agenda authorizing the settlement of the above referenced matter for the total of \$106,855.00, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

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

August 27, 2013

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

Re: 10 WC 16805

Dear Mr. Pavlik:

Please put this item on the August 27, 2013 agenda authorizing the settlement of the above referenced matter for the total of \$22,468.28, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney



A Century of Progress with Pride

August 27, 2013

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

Re: Ordinance Amending Chapter 209, Section 209.8

Ladies and Gentlemen:

I am submitting the attached Ordinance for your consideration. This Ordinance will clarify the information that must accompany a request for expense reimbursement that is submitted to the Finance Department by the Mayor and Council Members.

The Law Department as well as the Finance department are requesting your concurrence in the approval of this ordinance.

Respectfully Submitted,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE AMENDING CHAPTER 209, SECTION 209.08 OF THE
CODIFIED ORDINANCES REGARDING REIMBURSEMENT OF
EXPENSES FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF
ILLINOIS.

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

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

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this *28th 27th*
day of August, 2013.

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 209, SECTION 209.08 OF THE CODIFIED ORDINANCES REGARDING REIMBURSEMENT OF EXPENSES FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the Mayor of the City and City Council (collectively, the “Corporate Authorities”) are committed to ensuring the efficient and effective management of the City and its financial affairs; and

WHEREAS, currently the Codified Ordinances of Berwyn (the “Code”) establishes a process through which certain officials may seek reimbursement for expenses relating to the execution of their official duties; and

WHEREAS, among other things, the Code requires that officials seeking such reimbursements submit receipts and a summary of the expenses to the Department of Finance; and

WHEREAS, the Corporate Authorities have determined that it is necessary to clarify the information that must accompany a request for reimbursement; and

WHEREAS, in connection therewith, the Corporate Authorities have determined that it is necessary for the public health, safety and welfare of the City and its residents to amend the Code as set forth herein; 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 amend Section 209.08 of Chapter 209 of the Code as set forth below; and

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

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

Section 2. Chapter 209, Section 209.08 of the Code is hereby amended as follows:

(C) A request for reimbursement along with copies of receipts and cover sheet summarizing describing the correlation between the expenses and the requestor's official duties shall be submitted directly to the Department of Finance for reimbursement and the Department of Finance will time stamp a copy of same upon the request of the person submitting the request for reimbursement.

(D) The Department of Finance shall issue payments to the Mayor and each Council member in the amount requested as long as copies of verifiable receipts and a reasonable description of the correlation between the expenses and the requestor's official duties are attached to each request for reimbursement limited, of course, by the maximum amount allowable under this section.

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 amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the amendments contemplated by this Ordinance.

Section 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.

[Remainder of page intentionally left blank.]

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 27th day of August 2013, pursuant to a roll call vote, as follows:

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

APPROVED this 27th day of August 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK



2701 S. Harlem Avenue
Berwyn, IL 60402-2140
(708) 795-8000
Fax (708) 795-8101
www.berwynlibrary.org

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

August 23, 2013

Re: Authorization to advertise and hire a Library Assistant I – Circulation (20 hrs.), 2 Library Assistant I – Audio Visual (20 hrs.), a Building Maintenance Assistant (20 hrs.) and 4 Page (15 hrs. each)

Dear Mayor Lovero and Members of City Council:

The Library Department is requesting authorization to advertise and replace library staff to fill vacancies due to resignations and promotions. These positions are all budgeted and replacements.

Library Assistant I – Circulation (20 hours), \$11.75

This position was held by Adrianna Villasenor. She did not return after maternity leave, deciding to stay home with her children. The primary duty of the Library Assistant I position is to offer excellent customer service to patrons checking in and out library materials

Library Assistant I – Audio Visual (20 hours) 2 positions, \$11.75

This was a full-time position held by Maria Romero. She was promoted to the new City's IT Department's Field Support Tech I position. By restructuring this essential frontline job vacancy into two part-time positions, we will realize a savings in benefit costs and gain staffing flexibility for evening and weekend coverage.

4 Page (15 hours each), \$8.00 – 8.25

These positions were held by Ronald Bolda, Raymond Barrientos, and Eric Epsy who filled opened Library Assistant I positions. Neil Hansen also resigned and will start college this fall. This is a minimum wage shelving position that is most often held by a student.

Building Maintenance Assistant (20 hrs.), 11.75

This position was held by Gilbert Murguia.

Funding for these positions are budgeted FY2013 and constitute a decrease in budgeted staffing expenditures. The Library Board of Trustees reviewed and approved the replacements and reclassifications at the August 19, 2013 meeting. Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tammy Clausen".

Tammy Clausen
Library Director



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

August 23, 2013

To: Honorable Mayor Lovero & Members of City Council

From: Fire Chief Denis O'Halloran

RE: Personnel Issue # 1- Request for a 6 month Leave of Absence with pay

Honorable Mayor Lovero & Members of City Council,

It would be my recommendation to deny this request. The individual has not complied with the previously signed agreement regarding conditions of employment status. The employee has not provided current medical condition updates.

Respectfully submitted,

A handwritten signature in blue ink that reads "Denis O'Halloran".

Denis O'Halloran

Fire 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
708.788.2660 ext 3281
FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

August 23, 2013

To: Honorable Mayor Lovero & Members of City Council
From: Fire Chief Denis O'Halloran
RE: Personnel Issue # 2A Requests for Leave of Absence with out Pay

Honorable Mayor Lovero & Members of City Council,

It would be my recommendation to approve this request. This will allow me to request a replacement firefighter/paramedic to fill the vacancy, which will alleviate the overtime costs caused by the employee's absence.

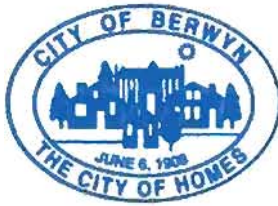
Respectfully submitted,

A handwritten signature in blue ink that reads "Denis O'Halloran".

Denis O'Halloran

Fire Chief Denis O'Halloran

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

August 23, 2013

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

SUBJECT: Payroll August 14, 2013

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the August 27, 2013 meeting.

Payroll: August 14, 2013 in the amount of \$1,129,322.28.

Respectfully Submitted,


Nona N. Chapman
Budget Committee Chairman

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

August 23, 2013
Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

SUBJECT: Payables August 27, 2013

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the August 27, 2013 meeting.

Total Payables: August 27, 2013 In the amount of \$361,302.66.

Respectfully Submitted,

A handwritten signature in black ink that reads "Nona N. Chapman". The signature is written in a cursive style.

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 8/24/2012 - To Payment Date: 8/28/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
23506	08/14/2013	Open			Accounts Payable	Allied Affiliated Funding, L.P.	\$692.25		
23507	08/14/2013	Open			Accounts Payable	AT & T	\$1,645.64		
23508	08/14/2013	Open			Accounts Payable	James R. Acanfora	\$1,683.00		
23510	08/14/2013	Open			Accounts Payable	Reserve Account	\$10,000.00		
23511	08/15/2013	Open			Accounts Payable	Mary Ellen Depcik	\$317.38		
23512	08/16/2013	Open			Accounts Payable	ProLiteracy / New Reader Press	\$268.89		
23513	08/16/2013	Open			Accounts Payable	Lyubov Shevchuk	\$1,475.00		
23514	08/19/2013	Open			Accounts Payable	Carlos Perez	\$1,500.00		
23515	08/28/2013	Open			Accounts Payable	16th Street Theater	\$400.00		
23516	08/28/2013	Open			Accounts Payable	4imprint	\$1,177.17		
23517	08/28/2013	Open			Accounts Payable	S Alarm Fire & Safety Equipment, Inc.	\$1,595.00		
23518	08/28/2013	Open			Accounts Payable	ABC Automotive Electronics	\$229.50		
23519	08/28/2013	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$310.00		
23520	08/28/2013	Open			Accounts Payable	Air One Equipment, Inc.	\$6,524.75		
23521	08/28/2013	Open			Accounts Payable	Airgas North Central	\$133.22		
23522	08/28/2013	Open			Accounts Payable	Allied Affiliated Funding, L.P.	\$1,925.54		
23523	08/28/2013	Open			Accounts Payable	American Legal Publishing Corporation	\$250.00		
23524	08/28/2013	Open			Accounts Payable	American Red Cross-Health & Safety Services	\$372.00		
23525	08/28/2013	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$287.00		
23526	08/28/2013	Open			Accounts Payable	An Flo Shirt and Lettering	\$120.00		
23527	08/28/2013	Open			Accounts Payable	Associated Tire and Battery	\$341.88		
23528	08/28/2013	Open			Accounts Payable	AT & T	\$5,532.20		
23529	08/28/2013	Open			Accounts Payable	AT & T	\$1,100.00		
23530	08/28/2013	Open			Accounts Payable	AT & T Long Distance	\$26.08		
23531	08/28/2013	Open			Accounts Payable	B & B Wholesale Distributors	\$52.50		
23532	08/28/2013	Open			Accounts Payable	B. Davids Landscaping	\$4,565.00		
23533	08/28/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$689.35		
23534	08/28/2013	Open			Accounts Payable	Sarge Terminal & Trucking	\$5,157.88		
23535	08/28/2013	Open			Accounts Payable	Bayscan Technologies	\$1,175.00		
23536	08/28/2013	Open			Accounts Payable	Berwyn Park District	\$85.00		
23537	08/28/2013	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$1,574.50		
23538	08/28/2013	Open			Accounts Payable	Blackstone Audiobooks	\$406.97		
23539	08/28/2013	Open			Accounts Payable	Bluders Tree Service & Landscaping	\$6,350.00		
23540	08/28/2013	Open			Accounts Payable	Carlos Perez	\$1,500.00		
23541	08/28/2013	Open			Accounts Payable	Casale Media, Inc.	\$1,348.66		
23542	08/28/2013	Open			Accounts Payable	Cassidy Tire	\$925.45		
23543	08/28/2013	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$2,702.07		
23544	08/28/2013	Open			Accounts Payable	Chicago Badge Company	\$541.47		
23545	08/28/2013	Open			Accounts Payable	Chicago Office Technology Group	\$62.80		
23546	08/28/2013	Open			Accounts Payable	Chromate Corporation	\$890.31		
23547	08/28/2013	Open			Accounts Payable	College of DuPage	\$3,047.00		
23548	08/28/2013	Open			Accounts Payable	Comcast Cable	\$12.75		
23549	08/28/2013	Open			Accounts Payable	ComEd	\$1,944.30		
23550	08/28/2013	Open			Accounts Payable	Complete Temperature Systems, Inc.	\$2,147.00		
					Accounts Payable	Constellation New Energy, Inc.	\$1,627.76		

Payment Register

From Payment Date: 8/24/2012 - To Payment Date: 8/28/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23551	08/28/2013	Open			Accounts Payable	Constellation New Energy, Inc.	\$5,542.78		
23552	08/28/2013	Open			Accounts Payable	Crime Analysts of Illinois Association, Inc.	\$340.00		
23553	08/28/2013	Open			Accounts Payable	Deece Automotive	\$715.00		
23554	08/28/2013	Open			Accounts Payable	Del Galdo Law Group, LLC	\$20,657.50		
23555	08/28/2013	Open			Accounts Payable	Dell Marketing, LP	\$2,211.52		
23556	08/28/2013	Open			Accounts Payable	Dell Marketing, LP	\$968.61		
23557	08/28/2013	Open			Accounts Payable	Demco Educational Corporation	\$318.73		
23558	08/28/2013	Open			Accounts Payable	Diamond Graphics, Inc.	\$405.00		
23559	08/28/2013	Open			Accounts Payable	E & M Maintenance Group	\$3,960.00		
23560	08/28/2013	Open			Accounts Payable	Elite Construction Solutions, Inc.	\$187.37		
23561	08/28/2013	Open			Accounts Payable	Federal Express Corporation	\$61.76		
23562	08/28/2013	Open			Accounts Payable	Felco Vending, Inc.	\$47.50		
23563	08/28/2013	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$3,725.00		
23564	08/28/2013	Open			Accounts Payable	Flash Electric Company	\$950.00		
23565	08/28/2013	Open			Accounts Payable	Fra Noi	\$109.00		
23566	08/28/2013	Open			Accounts Payable	Frank Novotny & Associates	\$689.00		
23567	08/28/2013	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$255.86		
23568	08/28/2013	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$49.00		
23569	08/28/2013	Open			Accounts Payable	Gale / Cengage	\$206.92		
23570	08/28/2013	Open			Accounts Payable	Gatts Quartermaster	\$409.97		
23571	08/28/2013	Open			Accounts Payable	Gaunlett Pest Control	\$150.00		
23572	08/28/2013	Open			Accounts Payable	GECRB / AMAZON	\$923.23		
23573	08/28/2013	Open			Accounts Payable	Goldstine, Skrodzki, Russian, Nemeec & Hoff, LTD.	\$19,087.20		
23574	08/28/2013	Open			Accounts Payable	Gralger	\$240.00		
23575	08/28/2013	Open			Accounts Payable	Great Lakes Automatic Door, Inc.	\$1,047.02		
23576	08/28/2013	Open			Accounts Payable	Grey House Publishing	\$303.00		
23577	08/28/2013	Open			Accounts Payable	H. J. Mohr & Sons Company	\$355.00		
23578	08/28/2013	Open			Accounts Payable	Hallagan Business Machines	\$200.00		
23579	08/28/2013	Open			Accounts Payable	Halloran & Yautch, Inc.	\$934.50		
23580	08/28/2013	Open			Accounts Payable	Harlem Plumbing Supply	\$388.01		
23581	08/28/2013	Open			Accounts Payable	IIMC	\$65.00		
23582	08/28/2013	Open			Accounts Payable	Illinois Library Association	\$375.00		
23583	08/28/2013	Open			Accounts Payable	Illinois Paper & Copier Company	\$3,431.59		
23584	08/28/2013	Open			Accounts Payable	Infrasearch, Inc.	\$250.00		
23585	08/28/2013	Open			Accounts Payable	Ingram Library Services	\$2,516.26		
23586	08/28/2013	Open			Accounts Payable	J. R. Carpet, Inc.	\$2,650.00		
23587	08/28/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$426.19		
23588	08/28/2013	Open			Accounts Payable	James Frank	\$110.38		
23589	08/28/2013	Open			Accounts Payable	JNC Consulting, Inc.	\$2,550.00		
23590	08/28/2013	Open			Accounts Payable	Joe Rizza Ford	\$605.29		
23591	08/28/2013	Open			Accounts Payable	Jogallie	\$633.98		
23592	08/28/2013	Open			Accounts Payable	John Tanullo	\$3,420.00		
23593	08/28/2013	Open			Accounts Payable	K's Quality Construction, Inc.	\$4,120.00		
23594	08/28/2013	Open			Accounts Payable	Kara Company, Inc.	\$724.43		
23595	08/28/2013	Open			Accounts Payable	Key Equipment Finance	\$2,226.00		
23596	08/28/2013	Open			Accounts Payable	Kieft Bros., Inc.	\$1,499.52		
23597	08/28/2013	Open			Accounts Payable	Laconi Administrator	\$100.00		
23598	08/28/2013	Open			Accounts Payable	Lagos General Contractors	\$1,500.00		

Payment Register

From Payment Date: 8/24/2012 - To Payment Date: 8/28/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23598	08/28/2013	Open			Accounts Payable	Lakeview Bus Lines, Inc.	\$521.70		
23600	08/28/2013	Open			Accounts Payable	Laner Muchin, Ltd.	\$3,888.09		
23601	08/28/2013	Open			Accounts Payable	Lawndale News	\$616.32		
23602	08/28/2013	Open			Accounts Payable	Lexisnexis Risk & Information Analytics Group	\$264.00		
23603	08/28/2013	Open			Accounts Payable	Lorchem Technologies, Inc.	\$459.16		
23604	08/28/2013	Open			Accounts Payable	Lyons Tree Service, Inc.	\$9,910.00		
23605	08/28/2013	Open			Accounts Payable	McCann Industries, Inc.	\$547.78		
23606	08/28/2013	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		
23607	08/28/2013	Open			Accounts Payable	Megan Wells	\$350.00		
23608	08/28/2013	Open			Accounts Payable	Menards	\$123.55		
23609	08/28/2013	Open			Accounts Payable	MES - Illinois	\$2,254.75		
23610	08/28/2013	Open			Accounts Payable	Mesrow Insurance Services, Inc.	\$1,244.00		
23611	08/28/2013	Open			Accounts Payable	Micro Marketing, LLC	\$298.80		
23612	08/28/2013	Open			Accounts Payable	Midwest Tape	\$530.77		
23614	08/28/2013	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
23615	08/28/2013	Open			Accounts Payable	Mike & Sons	\$9,031.97		
23616	08/28/2013	Open			Accounts Payable	Minuteman Press of Lyons	\$52.70		
23617	08/28/2013	Open			Accounts Payable	Municipal Clerks of SW Suburbs NAEIR	\$25.00		
23618	08/28/2013	Open			Accounts Payable	Nextel Communications	\$196.25		
23619	08/28/2013	Open			Accounts Payable	Nikor Gas	\$265.04		
23620	08/28/2013	Open			Accounts Payable	Odelson & Sterk, LTD	\$76.25		
23621	08/28/2013	Open			Accounts Payable	Office Depot	\$577.50		
23622	08/28/2013	Open			Accounts Payable	Office Equipment Sales	\$589.09		
23623	08/28/2013	Open			Accounts Payable	Ogden Carwash	\$5.50		
23624	08/28/2013	Open			Accounts Payable	Orland Fire Protection District	\$375.00		
23625	08/28/2013	Open			Accounts Payable	Personalized Awards	\$2,820.29		
23626	08/28/2013	Open			Accounts Payable	PHS Locksmith	\$126.75		
23627	08/28/2013	Open			Accounts Payable	Pilis News	\$12.00		
23628	08/28/2013	Open			Accounts Payable	Pirtek McKinley Park	\$1,001.55		
23629	08/28/2013	Open			Accounts Payable	Pitney Bowes	\$2,313.00		
23630	08/28/2013	Open			Accounts Payable	Pitney Bowes	\$142.37		
23631	08/28/2013	Open			Accounts Payable	PNC Equipment Finance	\$419.98		
23632	08/28/2013	Open			Accounts Payable	Pyramid Time Systems	\$222.35		
23633	08/28/2013	Open			Accounts Payable	Quarry Materials, Inc.	\$837.54		
23634	08/28/2013	Open			Accounts Payable	R.D.V. Electric, Inc.	\$3,990.00		
23635	08/28/2013	Open			Accounts Payable	Random House, Inc.	\$77.00		
23636	08/28/2013	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$43.99		
23637	08/28/2013	Open			Accounts Payable	Reliable Materials	\$1,654.00		
23638	08/28/2013	Open			Accounts Payable	Restore Construction, Inc.	\$272.00		
23639	08/28/2013	Open			Accounts Payable	Richard C. Dahms	\$930.00		
23640	08/28/2013	Open			Accounts Payable	Roscoe Company	\$906.71		
23641	08/28/2013	Open			Accounts Payable	Safeguard Business Systems	\$68.01		
23642	08/28/2013	Open			Accounts Payable	Sam's Club / GECRB	\$185.59		
23643	08/28/2013	Open			Accounts Payable	SBEF	\$350.00		
23644	08/28/2013	Open			Accounts Payable	Scol Decal Company, Inc.	\$1,115.00		
23645	08/28/2013	Open			Accounts Payable	Seguin RCA	\$50.00		
23646	08/28/2013	Open			Accounts Payable	Sherwin Williams	\$188.01		
23647	08/28/2013	Open			Accounts Payable	Showcases	\$649.60		

Payment Register

From Payment Date: 8/24/2012 - To Payment Date: 8/28/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
23648	08/28/2013	Open			Accounts Payable	Sirchie Finger Print Laboratories	\$399.93		
23649	08/28/2013	Open			Accounts Payable	South Berwyn School District 100	\$38,356.86		
23650	08/28/2013	Open			Accounts Payable	Sprint	\$2,422.59		
23651	08/28/2013	Open			Accounts Payable	Standard Equipment Company	\$1,721.83		
23652	08/28/2013	Open			Accounts Payable	Staples Advantage	\$59.99		
23653	08/28/2013	Open			Accounts Payable	State Industrial Products	\$131.67		
23654	08/28/2013	Open			Accounts Payable	Storino, Ramello & Durkin	\$3,005.42		
23655	08/28/2013	Open			Accounts Payable	Stricher's	\$7,036.00		
23656	08/28/2013	Open			Accounts Payable	Strictly Sewers	\$1,500.00		
23657	08/28/2013	Open			Accounts Payable	Suburban Laboratories, Inc.	\$2,465.00		
23658	08/28/2013	Open			Accounts Payable	Superior Lamp Inc.	\$984.27		
23659	08/28/2013	Open			Accounts Payable	SWAN	\$9,353.50		
23660	08/28/2013	Open			Accounts Payable	Tammy R. Clausen	\$102.55		
23661	08/28/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$48.96		
23662	08/28/2013	Open			Accounts Payable	Texor World Fuel Services	\$660.73		
23663	08/28/2013	Open			Accounts Payable	Thomas J. Pavlik	\$33.68		
23664	08/28/2013	Open			Accounts Payable	Thomson Reuters- West	\$340.31		
23665	08/28/2013	Open			Accounts Payable	Timothy W. Sharpe	\$250.00		
23666	08/28/2013	Open			Accounts Payable	Underground Pipe & Valve Company	\$1,040.00		
23667	08/28/2013	Open			Accounts Payable	Unique Management Services, Inc.	\$26.85		
23668	08/28/2013	Open			Accounts Payable	Unique Plumbing	\$54,098.54		
23669	08/28/2013	Open			Accounts Payable	University of Illinois	\$400.00		
23670	08/28/2013	Open			Accounts Payable	US Gas	\$68.80		
23671	08/28/2013	Open			Accounts Payable	USIC Locating Services, Inc.	\$3,676.98		
23672	08/28/2013	Open			Accounts Payable	VCG Uniforms	\$157.85		
23673	08/28/2013	Open			Accounts Payable	Verifications, Inc.	\$13.40		
23674	08/28/2013	Open			Accounts Payable	Verizon Wireless	\$152.04		
23675	08/28/2013	Open			Accounts Payable	Vermeer - Illinois, Inc.	\$1,552.78		
23676	08/28/2013	Open			Accounts Payable	Veterans Information Services	\$23.00		
23677	08/28/2013	Open			Accounts Payable	Violet Flower Shop	\$58.00		
23678	08/28/2013	Open			Accounts Payable	Walgreens Company	\$28.56		
23679	08/28/2013	Open			Accounts Payable	Weimer Machine	\$4,567.76		
23680	08/28/2013	Open			Accounts Payable	Zee Medical, Inc.	\$197.35		
Type Check Totals:							\$361,302.66		
01 - General Cash Totals							\$361,302.66		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$361,302.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	175	\$361,302.66	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$361,302.66	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 8/24/2012 - To Payment Date: 8/28/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total		\$361,302.66	\$0.00	
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	175	\$361,302.66	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	175	\$361,302.66	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	175	\$361,302.66	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	175	\$361,302.66	\$0.00	

August 3rd, 2013

CITY OF BERWYN
CLERK'S OFFICE

2013 AUG 12 P 1:23

City Clerk

Berwyn, IL

We the undersigned as representatives of our church the Latino Mission United Church of Christ, respectfully submit to you a petition to organize a yard sale or yard sales at our church's front yard located on 1241 Oak Park Ave, Berwyn, IL, on the following date or dates :

Saturday August 31, 2013 and Saturday September 21, 2013

If you can only allowed permits one at a time please consider Saturday August 31st as our first date

Thanks in advance for your support to our community of faith,

Blessings to all,



Mr. Tito Moreno

Board President



Mrs. Noemy Hernandez

Board Secretary



Sokol Tabor

1602 South Clarence Avenue • Berwyn, MA 0402

(708) 788-7977

August 16, 2013

Berwyn City Council
Tom Paulik
City Clerk.

Sokol Tabor, 1602 Clarence Ave., Berwyn, requests
a permit to hold a rummage sale on
Friday and Saturday, October 11th and 12th, 2013
from 9:00 AM to 2:00 PM. The rummage will
be held indoors in the Laver Hall.

Thank you,
Sokol Tabor
Jeanette Leink
2501 Hainsworth Ave.
No. Riverside, MA 04546
708-442-9318

CITY OF BERWYN
CLERK'S OFFICE

2013 AUG 16 A 11:20



August 12th, 2013

JenCare Medical Center
6326 W Cermak
Berwyn, IL 60402

Tom Pavlik
Berwyn City Center
6700 W. 26th Street
Berwyn, IL 60402

Attn: City Clerk

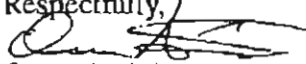
Re: Road Block

Dear Mr. Tom Pavlik,

We are new medical center dedicated to providing superior health care service to medicare patients. We are having a grand opening ceremony on September 10th and 11th. The grand opening will include catered food, live entertainment, and an opportunity for people to see our center. We would like to request that the one way street, Cuyler Avenue, from Cermak north to West 21st Place be blocked for two consecutive days to accommodate our guests, vendors, and large tents that will be placed on Cuyler Avenue.

The times that we would like to block the street are beginning September 10th at 7 am and ending September 11th at 5 pm. This will give our vendors ample opportunity to set up before and breakdown after the event is over. I have included a street view map of the area, along with our grand opening flyer.

We appreciate your cooperation in this matter.

Respectfully,

Oscar Arciniegas
Patient Community Relations
708 465 7923
Oscar.Arciniegas@jencaremed.com
www.jencaremed.com

**We would like to invite you to our
GRAND OPENING EVENT**

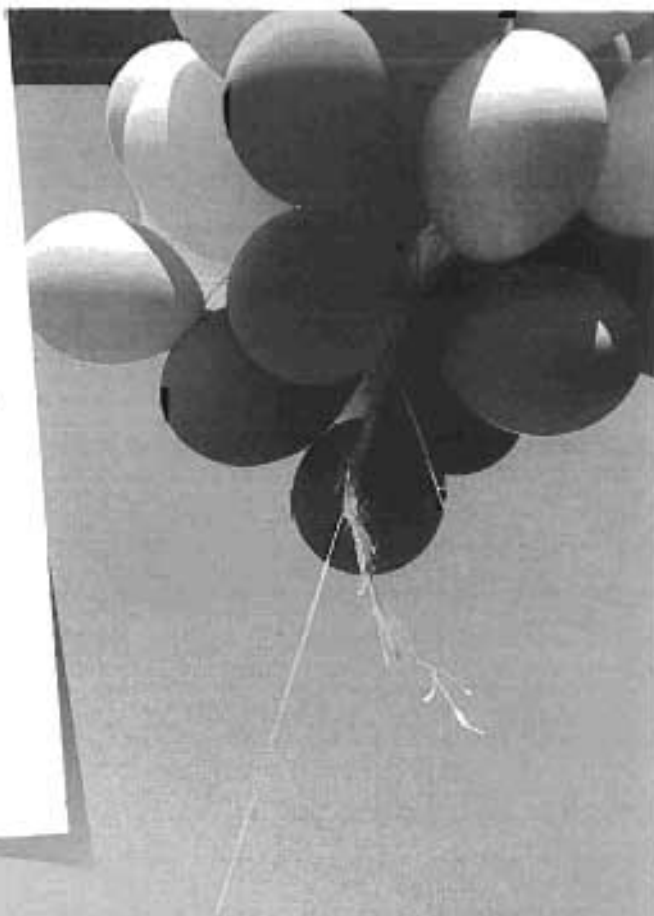
Please accept my special invitation to the Grand Opening of our Berwyn JenCare Neighborhood Medical Center in Chicago. Come and meet the friendly JenCare staff and doctors who are committed to treating Chicago's seniors like family.

Discover the convenience of having quality, compassionate medical care, diagnostic testing, on-site prescription services, dental and vision care all under one roof. We also offer courtesy transportation to those who qualify. And because we accept Medicare and other select Medicare Advantage Plans, you'll be amazed how affordable JenCare can be.

We look forward to meeting you!

Sincerely,


Dr. Chris Chen, CEO



**LIVE
ENTERTAINMENT**

**PRIZES &
GIVEAWAYS**

**TOUR
OUR CENTER**

**MEET
OUR DOCTORS**

**FREE
FOOD**

+JenCare
NEIGHBORHOOD MEDICAL CENTERS

**BRINGING BETTER HEALTHCARE
TO CHICAGO'S SENIORS**

SEPTEMBER 10TH & 11TH

10:00am - 2:00pm

**Berwyn
6326 Cermak Road
Berwyn, IL 60402
708-818-9100**

**CALL
TODAY
TO RSVP
708-818-9100**

Available benefits are based on plan enrollment. Not all services are covered under all plans.
Please check your plan coverage documents for details.

Robert J. Lovero
Mayor



CITY OF BERWYN
CLERK'S OFFICE

A Century of Progress with Pride

AUG 22 P 3:58

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2600 Fax: (708) 788-2875
www.berwyn-il.gov

THOMAS J. PAVLIK
CITY CLERK

Date: 8-5-13

Mayor Lovero & Members
Of the Berwyn City Council

Re: Block Party 3100 block of Scoville Ave

Honorable Mayor Lovero & Members of City Council:

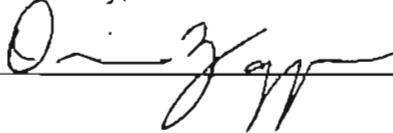
Attached, please find a petition for a block party on the 3100 block
of Scoville Ave.

The residents request permission to hold the event on Sept. 14, 2013

With a rain date of Sept. 21, 2013. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,



Contact person is: Oriana Zaragoza

Address is: 3108 Scoville Ave

Phone number is: _____

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

WE THE UNDERSIGNED RESIDENTS OF THE 3100 BLOCK OF Scoville Ave
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Sept. 14, 2013
BETWEEN THE HOURS OF 8 am AND 9 pm, OUR RAIN DATE IS Sept. 21, 2013
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

ADDRESS

- 3108 Scoville Ave
- 3101 Scoville Ave
- 3110 Scoville Ave
- 3110 Scoville Ave
- 3111 Scoville Ave
- 3111 Scoville Ave
- 3107 Scoville Ave.
- 3102 Scoville Ave
- 3103 Scoville Ave
- 3106 Scoville Ave
- 3114 Scoville Ave

Robert J. Lovero
Mayor



A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2675
www.berwyn-il.gov

CITY OF BERWYN
CLERK'S OFFICE

2013 AUG 15 A 10:3

THOMAS J. PAVLIK
CITY CLERK

Date: Aug 12 2013

Mayor Lovero & Members
Of the Berwyn City Council

Re: Block Party 2800 block of Wenonah ave

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 2800 block
of Wenonah.

The residents request permission to hold the event on Saturday, Sept 7

With a rain date of Sat Sept 14th. We are aware of the ordinance
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Benjamin Stone

Contact person is: Benjamin Stone

Address is: 2839 S. Wenonah Berwyn 60402

Phone number is: _____

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

WE THE UNDERSIGNED RESIDENTS OF THE 2800 BLOCK OF Wenonah
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Sept 7
BETWEEN THE HOURS OF 9 AND 9pm, OUR RAIN DATE IS Sept 14
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

ADDRESS

- 2839 S. Wenonah
- 2845 S. WENONAH
- 2848 S. WENONAH
- 2838 S. Wenonah
- 2836 S. Wenonah
- 2816 S. Wenonah
- 2814 S. Wenonah
- 2812 S. Wenonah
- 2810 S. Wenonah
- 2817 S. Wenonah
- ~~2817 S. WENONAH~~
- 2828 S. Wenonah Ave
- 2841 Wenonah
- 2847 Wenonah

Robert J. Lovero
Mayor



CITY OF BERWYN
CLERK'S OFFICE
2013 AUG 20 AM 11:10

A Century of Progress with Pride.

6700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2075
www.berwyn-il.gov

THOMAS J. PAVLIK
CITY CLERK

Date: AUG 16, 2016

Mayor Lovero & Members
Of the Berwyn City Council

FRONT YARD
Re: Block Sale 1900 block of Clinton Ave

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a Block Sale on the 1900 block
of Clinton Ave.

The residents request permission to hold the event on Sept 7 + 8

With a rain date of Sept 14 + 15. We are aware of the ordinance
regarding Block Sale ~~block parties~~ and will abide by all of them.

Thank you for your consideration.

Yours truly,
Sue Stefano

Contact person is: SUE STEFANO

Address is: 1930 Clinton Ave

Phone number is: _____

PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED

SEPTEMBER 7-8

WE THE UNDERSIGNED RESIDENTS OF THE 1900 BLOCK OF Clinton Ave
Front Yard Block Sale
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON sept: 7-8
BETWEEN THE HOURS OF _____ AND _____, OUR RAIN DATES ^{sept:} 14-15

CONTAINERS FOR PICKUP BY CLEARING DISPOSAL**

ADDRESS

- 1930 Clinton Berwyn
- 1932 Clinton Berwyn
- 1931 Clinton Berwyn
- 1939 Clinton Berwyn
- 1939 Clinton Berwyn
- 1929 Clinton Berwyn
- 1921
- 1909 CLINTON BERWYN
- 1905 " Berwyn
- 1905 CLINTON Berwyn
- 1908 Clinton Berwyn
- 1914 Clinton Berwyn
- 1916 CLINTON "
- 1920
- 1926 CLINTON

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

M E M O R A N D U M

August 27, 2013

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

RE: Handicap Parking Application #851
6940 30th Place

Attached is a handicap parking application submitted for your consideration.

Recommendations from Police, Traffic and Public Works are to approve this application.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
6940 30 th Place	Michael Ayers	851



Application Number 851

Berwyn Police Department

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

CITY OF BERWYN
CLERK'S OFFICE

2013 AUG -7 P 2:59

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 8/7/2013
Officer: M. Raimondi #192

Applicant Name: Michael Ayers

Address: 6940 W. 30th Place

Telephone:

Nature of Disability:

Information

Doctor's Note/ Affidavit:

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

Interviewed:

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

Owner's Support Letter

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

Handicapped Plate

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

Garage:

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

Handicapped Placard

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

Driveway:

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

Wheelchair:

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

Off Street:

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

Walker / Cane:

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

On Street:

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

Oxygen:

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

Meets Police Dept Requirements

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Space	
Zone	

Report # 13-07991

3 Ward Alderman: PAUL

Staff Recommendation
Approved Denied

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 13-07991

STATION COMPLAINT UCR/Offense Code	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	13-07991
REPORT TYPE	RELATED CAD #	HOW RECEIVED
Incident Report	C13-041261	
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	STATUS DATE
08/07/2013 13:28	6940 W 30th Pl. Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	
08/07/2013 13:28		

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS	PHONE
AYERS, MICHAEL T		58	6940 W 30th Pl. Berwyn, IL 60402	
SEX	RACE	HGT	WGT	HAIR
M	White, Caucasian	5' 10"	190	Brown
SID #	OL #	FBI #	ALT PHONE	

CLOTHING

UCR	TYPE	RELATED EVENT #
9041 (Applicant File) - 0 count(s)	Reporting Party	

INVOLVED VEHICLES

VEH PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
4219731	IL	Sedan, 4-door		
YEAR	MAKE	MODEL	COLOR	COMMENTS
2000	Cadillac	DeVille	Black	
OWNER	AYERS MICHAEL T			

NARRATIVES

PRIMARY NARRATIVE

Michael Ayers, dob: [redacted] who resides at 6940 W. 30th Place, is requesting handicapped parking signs to be placed in front of his residence.

Mr. Ayers is the property owner. There is a garage on the premises, however, it is difficult for him to maneuver in the garage

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

REPORTING OFFICER	STAR #	APPROVED BY	STAR #
RAYMONDI, MARGO J	192		

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

Application # 851

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

Parking Space	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Date: 8/7/2013

Police Report # 13-04065

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

Application # 851

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

Parking Space	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Date: 8/7/2013

Police Report # 13-04065

13-01991

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Affidavit For Handicapped Parking Sign or Drop Off Zone

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

Michael Ayers
(Name of Handicapped Applicant)

6940 W. 30th Place
(Berwyn Address)

(Name of caregiver, or guardian if minor)

(708) _____ / (708) _____
(Telephone/Cell Phone Number)
Kelly: (708)

Is there a garage on the property? Yes No

Are you the homeowner? Yes No

Driveway NO Carport NO

All Applicants must submit the Physicians form (A)

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

Vehicle Information

Cadillac DeVille
(Vehicle make and model)

BLACK 2000
(Color / Year)

421-9731
(Illinois License Plate Number)

21999
(Current City Vehicle Sticker Number)

426-9231
(Illinois Handicapped Plate)

UD 03270
(Illinois Permanent Handicap Placard Number)

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

* Michael T. Ayers

* July 29, 2013

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

(Signature of handicapped person or their legal guardian)

(Date)

Physician Form (A)

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

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

Does the patient utilize any of the following? :

Walker _____ Wheel Chair _____ Cane _____ Oxygen _____

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

(Physician's Signature/Stamp)

(Print Physician's Name)

7/29/13

(Date) 708-...

(Address and Telephone Number) Riverside IL 601

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

M E M O R A N D U M

August 27, 2013

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

RE: Handicap Parking Application #837
6846 32nd Street

Attached is a handicap parking application submitted for your consideration.

Recommendations from Police, Traffic and Public Works are to deny this application.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
6846 32 nd	Jonah Clemens	837



Berwyn Police Department

4401 West 31st. Street
Berwyn, Illinois 60402
708-795-5600
Fax 708-795-5627
Emergency Call 911

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 2/14/2013
Officer: Margo Raimondi #192

Applicant Name: Jonah Clemens
Address: 6846 W. 32nd Street, Berwyn, IL 60402
Telephone:

Nature of Disability:

Information

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

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

Report # 13-01453

Ward Alderman: PAUL

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

Incident#: 13-01453

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File		INCIDENT # 13-01453
REPORT TYPE Incident Report	RELATED CAD # C13-006896	DOT #		HOW RECEIVED Telephone
WHEN REPORTED 02/11/2013 12:34		LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 6846 W 32ND ST Berwyn, IL 60402		
TIME OF OCCURRENCE 02/11/2013 12:34	STATUS CODE		STATUS DATE	

INVOLVED ENTITIES

NAME Clemens, Jr, Jonah		DOB	AGE 61	ADDRESS 6846 W 32nd ST 8 Berwyn, IL 60402		
SEX M	RACE	HGT	WGT	HAIR	EYES	PHONE
SID #		DL #	FBI #		ALT PHONE	
CLOTHING						
UCR 9041 (Applicant File) - 0 count(s)			TYPE Reporting Party		RELATED EVENT #	

INVOLVED VEHICLES

VEH/PLATE # N216439	STATE IL	TYPE Sedan, 4-door	INVOLVEMENT	VIN #
YEAR 1998	MAKE Buick	MODEL Le Sabre	COLOR Gray	COMMENTS
OWNER Clemens, Jr, Jonah				

NARRATIVES

PRIMARY NARRATIVE

Jonah Clemens, dob [redacted] who resides at 6846 W. 32nd Street, Berwyn IL is requesting handicapped parking signs to be placed in front of his residence.

There is no garage or off-street parking on the premises. On-street parking is very limited in the late afternoons/evenings.

Mr. Clemens provided the obligatory "Owner Consent Form" from his landlord, which verifies that he does not have access to on-premises parking and that the landlord has no objection to the placement of handicapped parking signs in front of said address.

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

REPORTING OFFICER RAIMONDI, MARGO J	STAR # 192	APPROVED BY JANECEK, GEORGE	STAR # 306
--	---------------	--------------------------------	---------------

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

Application # 837

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

Parking Space	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Date: 4/23/2013

Police Report # 13-01453

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

Application # 837

Traffic Engineer or Designee Nicole Campbell

Comments: Vehicle does not have a valid vehicle sticker.

Meets Traffic Criteria for:

Parking Space	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Date: 4/23/2013

Police Report # 13-01453

Robert J. Lovero
Mayor

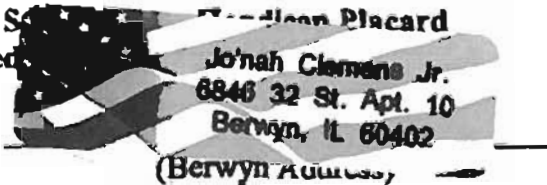


James D. Ritz
Chief of Police

A Century of Progress with Pride

Affidavit For Handicapped Parking Sign or Drop Off Zone

You must have a permanent Handicap Sign or Handicap Placard to park any vehicle in a designated area.



JONAH CLEMENS
(Name of Handicapped Applicant)

Amir Day
(Name of caregiver, or guardian if minor)

708 1
(Telephone /Cell Phone Number)

Is there a garage on the property? Yes / No

Are you the homeowner? Yes ___ No ✓

Driveway No Carport No

All Applicants must submit the Physicians form (A)

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

Vehicle Information:

BUICK LASABRE
(Vehicle make and model)

LIGHT GRAY - 1998
(Color / Year)

N21-6439
(Illinois License Plate Number)

3872
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

B660271
(Illinois Permanent Handicap Placard Number)

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

Jonah Clemens

11/8/13

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

(Signature of handicapped person or their legal guardian)

(Date)

Physician Form (A)

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

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

Does the patient utilize any of the following? :

Walker _____ Wheel Chairs _____ Cane _____ Oxygen _____

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

1/17/13

(Physician's Signature/Stamp)

(Date)

(Print Physician's Name)

(Address and Telephone Number)

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

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

I STEVE MAZUR, owner/manager of the property at
6846 32ND ST. BERWYN ILL 60402 state as follows:

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

[Signature] 1/9/13
Signature/Date

Name: STEVE MAZUR
Address: 5245 HARVEY WESTERN SPRINGS, IL
Phone#: _____