



City of Berwyn

City Council Meeting

November 22, 2011

BERWYN CITY COUNCIL MEETING
NOVEMBER 22, 2011

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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REGULAR MEETING 11/08/11-COW-11/08/11
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. PROCLAMATION-MORTON HIGH SCHOOL IHSA 3A CHAMPIONSHIP VICTORY
 - 2. EMERGENCY MANAGER/NIM'S COMPLIANCE COORDINATOR
 - 3. PROJECT OPERATIONS MANAGER
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. APPROVAL OF CLOSED COW MINUTES OF-9/13/11, 9/27/11 AND 10/11/11
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. BHPC-PRESENTATION OF HISTORIC LANDMARK PLAQUES
 - 2. ALDERMAN PAUL-ALLEY REPLACEMENT, 2600 BLOCK BETWEEN EAST AND CLARENCE
 - 3. ALDERMAN PAUL-FUNDING FOR THE BERWYN HISTORICAL SOCIETY
- (J) STAFF REPORTS
 - 1. CITY ATTORNEY-ORD. REGARDING PARKING MATTERS FOR THE CITY OF BERWYN AND THE TOWN OF CICERO
 - 2. CITY TRAFFIC ENGINEER-ADOPTION OF THE CITY OF BERWYN ACTIVE TRANSPORTATION PLAN

3. CITY TRAFFIC ENGINEER-ORDINANCE ADOPTING THE CITY OF BERWYN COMPLETE STREETS POLICY
4. CITY TRAFFIC ENGINEER-CITY-WIDE PARKING PERMIT FEES
5. CITY TRAFFIC ENGINEER-PROPOSED COMMERCIAL VEHICLE PERMIT PARKING LOCATION
6. FINANCE DIRECTOR-2011 TAX LEVY
7. FINANCE DIRECTOR-WATER RATE INCREASE ORDINANCE
8. CITY ADMINISTRATOR-RENEWAL OF GENERAL LIABILITY INSURANCE
9. CITY ATTORNEY-ORD. AMENDING SECTION 242.03 OF CHAPTER 242

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

1. BUDGET CHAIR-PAYROLL-11/9/11-\$1,062,147.76
2. BUDGET CHAIR-PAYABLES-11/22/11-\$1,130,103.50
3. BUILDING & LOCAL IMPROVEMENT PERMITS-OCTOBER, 2011

ITEMS SUBMITTED ON TIME 20



THOMAS J. PAVLIK - CITY CLERK


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




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




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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES BERWYN
CITY COUNCIL
NOVEMBER 8, 2011

- 
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, Boyajlan, Paul, Skryd, Santoy, Polashek Avila and Laureto. The motion carried by a voice vote.
 2. The Pledge of Allegiance was recited and a moment of silence was had for the deceased Joann Pellegrino and for the Men and Women on the streets of Berwyn protecting our safety.
 3. The Open Forum portion of the meeting was announced. Dario Solano of Berwyn Main Street invited everyone to their fourth annual "Miracle on 22nd" Street Friday, November 18, 2011. Alderman Skryd spoke regarding the Ides of March Fundraiser to support the Chicagoland Czech-American Community Center on Thursday, November 11, 2011 at the Sokol Tabor Hall, 1600 Clarence. Alderman Avila announced a combined 7th and 8th ward meeting on November 29, 2011, at 7:00 p.m. at the VFW in Berwyn. The Mayor announced the Berwyn Thanksgiving Dinner "Giving Thanks Together" on November 24, 2011 at 12:30 p.m. at the Berwyn Park District Liberty Center. The Mayor announced the Morton High School Boys Soccer State Champions Parade on Thursday, November 10, 2011 at 12:00 noon.
 4. The minutes of the Berwyn City Council Meeting held October 25, 2011 and the Committee of the Whole held on October 25, 2011, were submitted. Thereafter, Avila made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a voice vote.
 5. The Berwyn Development Corporation submitted a communication regarding the TIF application for Capri, 6611 Roosevelt Road. Thereafter, Laureto made a motion, seconded by Boyajian to concur and approve for payment in an amount not to exceed \$50,000. The Motion carried by a unanimous roll call vote.

BERWYN CITY COUNCIL MINUTES
NOVEMBER 8, 2011

6. The Mayor submitted a Proclamation regarding the Eagle Scout Award honoring Jake Brown. Thereafter, Skryd made a motion, seconded by Avila, to concur and adopt the Proclamation as submitted. The motion carried by a unanimous roll call vote.
7. The Mayor submitted a Proclamation regarding the Eagle Scout Award honoring Conor Moscinski. Thereafter, Santoy made a motion, seconded by Boyajian, to concur and adopt the Proclamation as submitted. The motion carried by a unanimous roll call vote.
8. The Mayor submitted a Proclamation regarding the Eagle Scout Award honoring Dian Anthony Medrano. Thereafter, Avila made a motion, seconded by Skryd, to concur and adopt the Proclamation as submitted. The motion carried by a unanimous roll call vote.
9. The City Clerk submitted a communication and an attached Resolution entitled:

A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

Thereafter Avila, made a motion, seconded by Santoy, to concur and **adopt** the Resolution as presented to include the position of Mayor in IMRF at 1000 yearly hour standard. The motion carried by a unanimous roll call vote.

10. The City Clerk submitted a communication and an attached Resolution entitled:

A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

Thereafter, Avila made a motion, seconded by Polashek, to concur and **adopt** the Resolution as presented to include the position of Clerk in IMRF at 1000 yearly hour standard. The motion carried by a unanimous roll call vote.

11. The City Clerk submitted a communication regarding the Ward Re-Districting. Thereafter, Skryd made a motion, seconded by Boyajian, to

BERWYN CITY COUNCIL MINUTES
NOVEMBER 8, 2011

refer the matter to the Mayor and the City Clerk. The motion carried by a roll voice vote.

12. Alderman Laureto submitted a communication regarding Animal Ordinance. Thereafter, Laureto made a motion, seconded by Chapman, to refer the matter to Building/Zoning/Planning Commission and the Business License & Taxation. The motion carried by a roll call vote.
13. Berwyn Main Street submitted a communication regarding "Miracle on 22nd" Holiday Event. Thereafter, Skryd made a motion, seconded by Avila, to concur and grant permission. The motion carried by a voice vote.
14. The Parking/Traffic Committee Chairman submitted a communication regarding a Parking/Traffic meeting held on October 27, 2011 regarding item #13 dated September 27, 2011 Pay and Display Pay Station. Thereafter, Paul made a motion, seconded by Chapman, to accept as informational. The motion carried by a voice vote.
15. Alderman Santoy submitted a communication regarding a Thank You letter for Lowes Beautification Day. Thereafter, Santoy made a motion, seconded by Skryd, to concur and accept as informational. The motion carried by a voice vote.
16. City Engineer Novotny & Associates submitted a communication regarding the Public Works Radiant Heater Replacement Energy & Conservation Block Grant Program with recommendation to reject all bids and rebid project. Thereafter, Chapman made a motion, seconded by Boyajian, to concur as submitted. Motion carried by a voice vote.
17. The Police Department submitted a communication regarding the Facility Security System Upgrades. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve for payment in the amount not to exceed \$25,765 and to waive the seal bid and enter into an agreement with Keyth Technologies. The motion carried by a unanimous roll call vote.

BERWYN CITY COUNCIL MINUTES
NOVEMBER 8, 2011

18. The City Engineer submitted a communication regarding Roosevelt Road Corridor Two Hour Parking Ordinance and an Ordinance entitled:

AN ORDINANCE AMENDING CHAPTER 480.07 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING LIMITED PARKING.

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

19. City Traffic Engineer submitted a communication regarding Municipal Permit Parking along the Roosevelt Road Corridor. Thereafter, Laureto made a motion, seconded by Boyajian, to refer the matter to the Law Department. The motion carried by a roll call vote.

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

K-1 Budget Chair-Payroll-10/26/11-\$902,317.58-**Approve**
K-2 Budget Chair-Payables-11/08/11-\$1,345,113.23-**Approve**
K-3 Mayor-Conclusion of Liquor Hearing Proceeding-Informational
K-4 City Clerk-Morton High School Parade 11/10/11
K-5 Building & Local Improvement Permits-October, 2011
K-6 Repairer of the Breach-Solicitation-11/11 & 11/12/2011

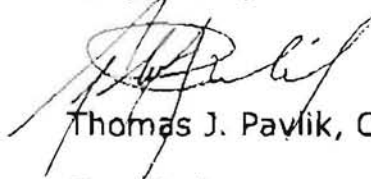
Thereafter, Avila made a motion, seconded by Polashek, to concur and approved by Omnibus Vote Designation. The motion carried by voice vote.

21. Alderman Chapman called a Budget meeting for Monday November 21, 2011 at 5:00 p.m.
22. Alderman Boyajian called a Public Works meeting for Tuesday November 29, 2011 at 5:00 p.m.

BERWYN CITY COUNCIL MINUTES
NOVEMBER 8, 2011

23. Alderman Skryd Administration Committee meeting as previously called for Monday November 21, 2011 at 5:30 p.m.
24. Alderman Laureto Building/Zoning & Planning Commission meeting as previously called for Monday November 14, 2011 at 5:30 p.m.
25. 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 8:32 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk

MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
NOVEMBER 8, 2011

1. The Mayor called the Committee of the Whole to order at 6:04 p.m., upon the call of the roll, the following responded present: Boyajian, Paul, Skryd, Polashek, Avila and Laureto. Absent: Chapman and Santoy
2. Avilla made a motion, seconded by Skryd, to excuse Aldermen Chapman and Aldermen Santoy. The motion carried by a voice vote.
3. Bond Sale Informational Update. The Mayor recognized John Wysocki Finance Director who gave a presentation regarding the 2011 Bond Sale (see attached.) Wysocki stated that the bond issue closed on October 27, 2011 with the interest rate of 4.77%, which is the lowest in the past years. The upgrade of our rating from the stable outlook, to a positive outlook provided the cost savings. Wysocki went on to review the use of bond proceeds of \$5 million, \$1 million of additional funding for Police and Fire pensions, increase in the general fund balance of \$2 million and \$2 million for water and sewer improvements.

Note: Alderman Santoy and Alderman Chapman present at 6:07 p.m.

Wysocki reported the bond insurance rate declined from 0.92% to 0.85% of the debt service and interest rate savings of 0.2% with a total savings of approximately \$371,000 over 20 year life of the bond. Wysocki then introduce Dan Denys financial consultant who explained the rating and stated most governments have been downgraded over the last 8 to 12 month and we are one of the few who were upgraded. Denys also supplied a credit report from Standard & Poor's for the current economy on U.S. Public Finance Ratings (see attached.) Alderman Skryd questioned the amount of the bond funds use for the Police and Fire Pensions. Wysocki answered \$1 million. Skryd questioned where the funds are at now in regards to funding. The Mayor explained that we just received the actuaries for the pension funds and one is at approximately 40% funded and the other at 30% funded. Both are figures before this \$1 million is applied. Polashek questioned the rates from 2 years ago, from 2009 and questioned if this was a very significant savings if the rating weren't improved and what would the interest rate be if the city's ratings go up. Denys stated approximately ¼ %. Alderman Paul questioned the future of perhaps selling bonds without insurance and what are the guidelines used for considering selling bonds with insurance. Dan Denys explained the additional savings with insurance and it basically comes down to a numbers game, which were looked at before the consideration of selling

COMMITTEE OF THE WHOLE
NOVEMBER 8, 2011

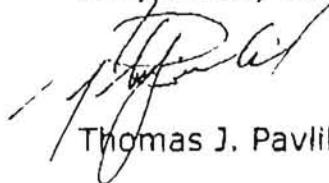
the bonds, with or without insurance.

The Mayor then recognized Robert Schiller to explain how the \$2 million going into the sewer and water fund will be spent. Schiller explained that to date the Public Works has fixed 19 sewer collapses, with 5 more to repair, basally sink holes and that the monies will go to repair and maintain of the aging infrastructure and implementing new ways to detect and inspect sewer lines, especially main lines and for lining of the main sewer lines, which will add twenty years to their life.

The Mayor recognized Brian Pabst regarding the possibility of applying for a grant that requires 2 or more municipalities participating for sewer infrastructure. We currently we are meeting with Cicero, Oak Park and Stickney to qualify for the grant to improve flood control. This requires mitigation plans with upfront costs of 50,000 to 55,000 to prepare the plans just to be able to apply. Pabst explained that he will bring the matter back to council with more details after meeting with other municipalities and researching the grant.

4. The Mayor asked if there were any further questions for items in the Committee of the Whole or for agenda items. There being none, the Mayor asked to go into Close Committee of the Whole for Land Acquisition. Thereafter, Polashek made a motion, seconded by Boyajian, to close the Committee of the Whole at 6:34 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, City Clerk



D. Bid Openings Tabulations



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



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



A Century of Progress with Pride

RESOLUTION

Morton High School IHSA Class 3A State Championship Victory November 5, 2011

WHEREAS, on Saturday, November 5, 2011 the Morton High School Mustangs, boys soccer team, defeated Naperville Central 1 – 0 to win the schools' first Soccer State Championship;

WHEREAS, the winning goal was scored in just over one minute into the first overtime in the game by Joel Salmeron from a pass by teammate Alonso Torres;

WHEREAS, Morton High School Mustang soccer goalie Miguel Chacon secured his fifth shutout by preventing Naperville from scoring any goals during the game;

WHEREAS, the victory followed a sweep that began with a 1-0 win over Lincoln-Way East in four overtimes at Lisle Benedictine University Super-Sectional on November 1, 2011 where Joel Leon scored the game winning goal with an assist from Jesus Morales, and defeating Warren Township High School in Gurnee in the playoffs by a score of 2 – 1 on November 4, 2011;

WHEREAS, the entire Morton High School Mustang Soccer team under the direction of Coach Mike Caruso made history by demonstrating the highest level of professional sportsmanship and teamwork;

AND WHEREAS, the IHSA Class 3A State Championship victory is a historic moment for the team, the high school and the City of Berwyn that has brought honor to everyone in the school district and the community;

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert J. Lovero and the City Council proclaim November 22, 2011 as Morton High School Mustang Soccer Team Day in Berwyn in honor of their outstanding victory.

Entered upon the records of the City of Berwyn this 22nd day of November, 2011.

Robert J. Lovero
Mayor

Thomas J. Pavlik
City Clerk





A Century of Progress with Pride

November 22, 2011

Members of the Berwyn City Council

Re: Emergency Manager / NIM's Compliance Coordinator

After extensive discussions with the City Administrator and department heads, I would like to recommend that City Council approve the position of Emergency Manager / NIM's Compliance Coordinator, which is discussed herein.

The City has been very successful in obtaining numerous grants in past years. In an effort to pursue further available grants, it is important that the City achieve NIM's compliance. In addition, if the City loses its NIM's compliance, it will not be eligible for numerous future grants. Therefore, it is my recommendation that the City approve the part-time job position of Emergency Manager / NIM's Compliance Coordinator. I recommend the appointment of Anthony Laureto for this position (see attached resume). The position of Emergency Manager / NIM's Compliance Coordinator would encompass the following duties:

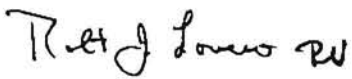
- Coordinate and/or prepare plans for all operational emergency support functions for the City of Berwyn Emergency Response Plan
- Develop, organize and administer the facility plan review program
- Review and reconcile differences of opinion regarding adequacy of facility plans
- Conduct City of Berwyn vulnerability analyses by emergency situation type
- Prepare and/or implement detailed mitigation studies that identify operation procedures to alleviate negative impacts of emergency situations
- Coordinate emergency response activities with the state, county and municipal authorities
- Prepare reports, procedures, and documentation that support Berwyn's emergency management functions
- Prepare and/or ensure the adequacy of the county hazard assessment by location and type; review and update as required
- Research, collect information, and utilize the Emergency Management Information System to assist state and local decision makers in emergency operations decision making
- Research, monitor and explain policy regulations and operating procedures as required
- Coordinate with media, businesses and public agencies to develop public information and educational programs
- Plan and coordinate the maintenance of Berwyn's Emergency Operating Center facilities and equipment to ensure continuous readiness for immediate activation when needed
- Conduct research and develop training in response to county needs
- Ensure that all training programs are in compliance with state and federal regulations

- Supervise support staff
- Maintain the City of Berwyn's NIMSCAST online reporting and oversee implication of disciplines and plans

Recommendation:

I recommend that City Council wave the hiring freeze, approve the job position of Emergency Manager / NIM's Compliance Coordinator, and approve the appointment of Anthony Laureto to fill the position.

Sincerely,



Robert J. Lovero
Mayor

Anthony (Tony) John Laureto

Berwyn, Illinois 60402

Home

Cell

Email

Current Position

Retired after 31 years of service with the City of Berwyn Fire Department
In July 2011, I was commissioned as the Secretary to the Board of the Berwyn Police and Fire Board Commissioners.

Last Position Held

Sept 1979 to 2010

**Lieutenant, Training Division
City of Berwyn Fire Department
6700 W. 26th, Berwyn, IL. 60402**

Promoted to the rank of Lieutenant of the Training Division in 2007. I finished my career with the Berwyn Fire Department at this position. The Training Officers duties included the overseeing of all record keeping, exams, and certificates and provide career training and counseling of the 64 man, full time fire department. Training for the department consists of hands on practical skills as well as classroom. Subject matter for instruction would cover all aspects of the fire service according to NFPA (National Fire Protection Association) standards along with all compliance training regarding IDOL, NFPA, FEMA and the OSFM. The Training Officer coordinated monthly training with all 7 of the Mutual Aid Box Alarm Systems (MABAS) communities that are adjacent to the City of Berwyn that form the Illinois MABAS Division 11. Training for WMD (Weapons of Mass Destruction) TRT (Technical Rescue Team) and Hazardous Materials were also coordinated through the Training Officer.

Positions / Assignments

2008 - 2010 Lieutenant, Training Officer
NIMS Cast - Coordinator
CERT - Coordinator
Citizens Fire Academy - Instructor
1999 - 2008 Fire Apparatus Engineer (Engine – Truck – Quint)
1979 – 1999 Firefighter \ Emergency Medical Technician

Degrees and Certificates

Certificates that are on file with the Office of the State Fire Marshal

- Firefighter 1
- Firefighter 2
- Firefighter 3
- Hazardous Materials Awareness
- Hazardous Materials Operations
- Hazardous Materials First Responder
- First Responder
- Fire Apparatus Engineer
- Fire Service Instructor I
- Fire Officer 1

Certificates that are on file with the Department of Homeland Security -
DHS, FEMA along with IEMA (Illinois Emergency Management Agency)

- ICS 100 Incident Command System
- ICS 100.a Incident Command System for Schools
- ICS 200 ICS for Single Resources and Initial Action Incidents
- ICS 300 Intermediate ICS for Expanding Incidents
- ICS 400 Advanced ICS Command and General Staff-Complex
- ICS 402 ICS Overview for Executives/Senior Officials
- ICS 520 Introduction to Continuity of Operations Planning
Pandemic Influenzas
- ICS 546.a Continuity of Operations (COOP) Awareness Course
- ICS 546.46.a
- ICS 700 National Incident Management Systems
- ICS 800_National Response Framework. an Introduction
- DHS / FEMA MGT 314 Enhanced Threat and Risk Assessment

Fire Service Course Work

- 1999* **Triton College**
River Forest, Illinois
Fire Prevention Officer
- 2001-2005* **Building and Fire Code Academy**
Elk Grove Village, Illinois
- ICC Plan Review
ICC Property Maintenance
ICC Sprinkler Codes
- 1993 -2003* **Illinois Fire Service Institute**
Springfield, Illinois
- Single Family Structure Fires
High-Rise Fires
Smoke Divers
Single Family Ground Tactics
High-rise Tactics
High-rise Tactics and Strategy
Company Operations
- 2009* **SERTC**
Pueblo, Colorado
Railroad Emergencies and Disasters



F-3

A Century of Progress with Pride

November 22, 2011

Members of the Berwyn City Council

Re: Project Operations Manager

I would like to recommend that the City Council approve the position of Project Operations Manager, which is discussed herein.

Most recently, the Cermak TIF was terminated. The termination of the Cermak TIF will bring about the reduction of some of the current services offered to the City by the BDC as the BDC's budget will be reduced. However, all taxing bodies, to include the City, will realize a portion of the additional property tax.

I am recommending in approving the position of Project Operations Manager. I would like to fill this position with Mr. Evan Summers (see attached resume) who is currently employed by the BDC and who presently administers many of the job duties that would fall under the position of Project Operations Manager. The responsibilities of the Project Operations Manager will include, but not limited to, the following duties:

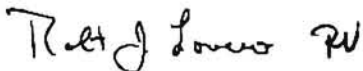
- Development and infrastructure plan review
- Assist with traffic counts
- Develop request for proposals
- Assist with applications regarding soliciting alternative funding
- Identify and analyze federal, state and local funding sources
- Take part in workshops and training seminars that will benefit the City both financially and operationally
- Assist with the implementation of our comprehensive plan, Complete Streets Policy, etc.
- Assist with the development of GIS mapping
- Provide professional and technical assistance in the development, administration and implementation of City programs; assist in formulating program policies, goals and procedures; collect and compile relevant data supporting recommendations
- Assist in the development of new program elements and program modifications as necessary to meet the needs of the City; monitor and coordinate the daily operation of assigned program areas; and, perform analytical work and maintain appropriate records and statistics
- Assist in the identification of cost saving opportunities throughout the City
- Provide analytical staff assistance including conducting specific and comprehensive analyses of a wide range of City policies involving organization, procedures and services
- Respond to concerns from the public and City staff; research requested information and determine appropriate resolutions; coordinate special projects and programs as assigned

- Make budget recommendations relative to assigned program areas of responsibility; research past expenditures
- Act as liaison to the BDC to coordinate processes such as special events, etc.
- Administer contracts and memorandums of understandings; participate in and assist with coordinating/facilitating internal department and City-wide committees and staff meetings
- Provide administration with support for functions related to state and federal legislative advocacy, and county or regional wide issues including surveys, studies, coordination and related functions
- Conduct surveys as necessary; prepare related reports including staff reports; compile materials and assist in the preparation of reports, manuals and publications

Recommendation:

I recommend that the City Council approve the position of Project Operations Manager and approve the appointment of Evan Summers.

Respectfully,

Handwritten signature of Robert J. Lovero in cursive script.

Robert J. Lovero
Mayor

Evan K. Summers

Employment History

BERWYN DEVELOPMENT CORPORATION – BERWYN, IL

Project Manager, May 2009 – Present

Project Assistant, July 2008 – May 2009

VALPARAISO REDEVELOPMENT COMMISSION – VALPARAISO, IN

Research Assistant/Project Management Intern, December 2007 – July 2008

Education

PURDUE UNIVERSITY, EXECUTIVE CAMPUS – VALPARAISO, IN

Masters of Business Administration, 2010-2011

Concentrations: Quantitative Analysis, Economics

INDIANA UNIVERSITY – BLOOMINGTON, IN

Bachelor's in Public Management, 2004-2007

Minor: Public Finance Concentration: Labor-Management Relations

Profile

With the ability to view things as what they can be, not simply what they are, I create municipal solutions that are effective and produce demonstrable results. My talent for building true and lasting relationships with individuals and organizations results in bringing stakeholders to the table in a way that mitigates costs and maximizes return. I have a demonstrated history of delivering projects ahead of schedule and under budget without sacrificing the end result. Additionally, I enjoy what I do and find my energy and enthusiasm well suited for the fast-paced working environment found in local government.

Skills Summary

- ◆ Project Management
- ◆ Economic Development
- ◆ Job Creation
- ◆ Tax Increment Financing
- ◆ Policy Analysis and Creation
- ◆ Quantitative Research
- ◆ Tenant Recruitment
- ◆ Public/Private Finance
- ◆ Land Assemblage
- ◆ Budgetary Reporting
- ◆ Capital Improvement Projects
- ◆ Commercial Real Estate
- ◆ Small Business Development
- ◆ Brand Management
- ◆ Government Relations

Municipal Experience

PUBLIC MANAGEMENT

- ◆ Assisted in the education of newly elected officials on implementing a climate that fosters entrepreneurial business development
- ◆ Establish relations with elected officials at the local, state and federal levels
- ◆ Assisted in developing credit quality report for two municipal general obligation bond issuances
- ◆ Provided research and statistics via PowerPoint that was presented to S&P's bond rating division
- ◆ Coordinated development activity within the City and directed staff and consultants in the development review process
- ◆ Represented the City on various boards, committees, and taskforces as assigned
- ◆ Managed professional consultants to the City on a project basis
- ◆ Developed, issued, managed and awarded contracts through the RFP/RFQ process

Evan K. Summers

CAPITAL IMPROVEMENT PROJECT MANAGEMENT

- ◆ Liaison for numerous projects including: streetscapes, signage and signalization, railway infrastructure, demolition, landscaping, water main and sewer reconstruction, roadway and alley reconstruction, right-of-way acquisition
- ◆ Projects financed through a combination of TIF, grants, bond proceeds and federal line items
- ◆ Through the effective use of consultants, nearly all of the projects were completed within budget and in a timely manner

ECONOMIC DEVELOPMENT & REDEVELOPMENT

- ◆ Commercial Recruitment and Retainment
 - Performed market analysis to achieve quantifiable profile of community
 - Analyzed data to determine market demand for commercial tenants
 - Met with local businesses to determine opportunities for growth and assessment of possible threats
 - Recruited businesses to satisfy market demand through outreach and incentive packages
- ◆ Incentives
 - Managed TIF districts and reinvested proceeds into infrastructure and business development. TIF budgets ranged from \$700,000-\$15 million per TIF
 - Assisted in administering a successful, municipally backed, commercial loan program developed to respond to the financial sector credit crisis. Program is profitable and currently operates on a revolving loan basis.
 - Created the first known incentive program designed to encourage commercial brokers to complete more transactions within municipal limits
 - Streamlined application and permitting process for new businesses
- ◆ Economic Gardening
 - Developed relationships with existing business to identify possibilities for retention and growth
 - Made professional introductions among the business community to allow for mutually beneficial business transactions resulting in increased profitability
 - Staff liaison to Berwyn's New Business Taskforce, a team of local business owners charged with attracting and growing independent businesses

Professional Memberships

- ◆ International City Management Association (ICMA)
- ◆ Urban Land Institute (ULI)
- ◆ International Council for Shopping Centers (ICSC)
- ◆ Chicagoland Restaurant Brokers Association (CRBA)



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

The City of Berwyn



Thomas J. Pavlik
City Clerk

A Century of Progress with Pride

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

Date: November 18, 2011

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Approval of Closed COW Minutes of 9-13-11, 9-27-11 and 10-11-11


Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of September 13, 2011, September 27, 2011 and October 11, 2011 as reviewed in Closed Session on November 8, 2011.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Pavlik", is written over the typed name.

Thomas J. Pavlik, CMC



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



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



A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-8401 Fax: (708) 788-2675
www.berwyn-il.gov

Dear Mayor Lovero,

The BHPC would like to present our four remaining plaques designating the following buildings/monuments as local historic landmarks:

American State Bank (6801 W. Cermak Road)
Berwyn State Bank (6804 W. Windsor Avenue)
Arthur J. Dunham House (3131 S. Wisconsin Avenue)
WWI Memorial (3401 S. Gunderson Avenue)

Is it possible for one of our commissioners to make a presentation at the December 13 City Council meeting? If so, could we please request that it be placed on the agenda?

Thank you!

Sincerely,

Rebecca Houze, Secretary

Berwyn Historic Preservation Commission

6700 W. 26th Street

Berwyn, IL 60402

708-788-2660, ext. 3225

berwynpreservation@gmail.com

www.berwynpreservation.org

The City of Berwyn



Margaret Paul
3rd Ward Alderman

I-2

A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675
www.berwyn-il.gov

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

November 16, 2011

Re: Request for Alley Replacement, 2600 Block between East and Clarence

Ladies and Gentlemen,

I have received complaints from the residents of the 2600 block of East Avenue and 2600 block of Clarence concerning the condition of their shared alley since 2009. This particular alley is in the worst condition of any alley in the 3rd Ward.

The Public Works Department began to do temporary repairs to fill the deeper wider holes in 2009. Each year the temporary patches last only through the winter and fail. New pot holes appear. The overall condition of the alley has only worsened in the last three years.

On June 7, 2011 a resident filed a Freedom of Information Act request to discover when the City of Berwyn had last graded and resurfaced the alley between 1986 and the present date. The City reported that no records of such repair existed.

Following submission of the FOIA request, the Public Works Department began this summer to do work on some the alley's very deep and wide potholes. The work was done sporadically and for only one or two hours when time, personnel, materials, and equipment could be spared from priority projects in other areas of the city. According to Director Schiller, the plan was to "mill" the worst pot holes and fill them so that the repair would last more than one year until such time funds in the City budget could be found for a complete resurfacing.

As of today, only one or two pot holes have been fixed. Residents report that heavy equipment would arrive, only to leave an hour later without any work being done. This happened, they say, on several occasions. Residents report that the weight of the City's heavy equipment has caused smaller holes to grow and newer holes to appear. Since city repair attempts were begun, the condition of the alley has worsened.

On behalf of the residents living along this alley, I ask the City Council to declare temporary repair of the alley a priority and direct the Public Works Department to immediately finish its temporary repair all pot holes in the next month. I also request that funds be allocated in the 2012 budget for a complete replacement of this alley.

Sincerely,

Margaret Paul
Margaret Paul

The City of Berwyn



Margaret Paul
3rd Ward Alderman

I-3

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 748-6403 Fax: (708) 788-2876
www.berwyn-il.gov

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

November 18, 2011

Re: Consideration of funding for the Berwyn Historical Society

Ladies and Gentlemen,

Many of us are members of the Berwyn Historical Society. Some of us have been proud to serve as board members of BHS prior to our election to City Council. BHS has served the community by collecting, storing, and archiving Berwyn's history. BHS is also a valuable asset to Berwyn residents providing research and archived photographs. BHS has recently purchased their own building that will be used as a museum, archive, and meeting place for the Berwyn Community.

For many years, BHS was included among other cultural groups and activities in the City of Berwyn annual budget. Though the amount the city provided to BHS was nominal, the funds proved to be vitally important to the work of this non-profit in preserving records and artifacts of our City's cultural heritage and historic events. The City's long time annual donation to BHS was discontinued some time ago. The BHS has not sought renewal of the donation.

It is my recommendation that the City of Berwyn restore its annual donation to the Berwyn Historical Society for fiscal year 2012 at an amount equal to or exceeding past donation amounts budgeted in years past.

I respectfully request that the City Council recommend such funding and that this matter be referred to the Finance Committee for determination of the donation amount for fiscal year 2012.

Sincerely,

Margaret Paul
Margaret Paul



J. Staff Reports

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

November 17, 2011

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

Re: An Ordinance Authorizing and Approving an Intergovernmental Agreement Between the City of Berwyn and the Town of Cicero Regarding Parking Matters for the City of Berwyn and the Town of Cicero, County of Cook, State of Illinois, along with the attached Governmental Agreement.

Ladies and Gentlemen:

I am submitting the attached Ordinance for your consideration. The Law Department is requesting your concurrence in the approval of this Ordinance, as well as the attached Intergovernmental Agreement.

Respectfully Submitted,

Anthony T. Bertuca
City Attorney

THE CITY OF BERWYN
THE CITY OF BERWYN, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
CICERO AND THE CITY OF BERWYN REGARDING PARKING
MATTERS FOR THE TOWN OF CICERO AND THE CITY OF BERWYN,
COUNTY OF COOK, STATE OF ILLINOIS**

ROBERT J. LOVERO, Mayor
THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN
JEFFREY G. BOYAJIAN
MARGARET PAUL
MICHELE D. SKRYD
CESAR A. SANTOY
THEODORE J. POLASHEK
RAFAEL AVILA
NORA LAURETO
Aldermen

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
CICERO AND THE CITY OF BERWYN REGARDING PARKING
MATTERS FOR THE TOWN OF CICERO AND THE CITY OF BERWYN,
COUNTY OF COOK, STATE OF ILLINOIS**

WHEREAS, the City of Berwyn, was created by a charter enacted by the Illinois General Assembly (the “Charter”); and

WHEREAS, the Corporate Authorities of the City (as defined below) are governed by the Charter and the Constitution of the State of Illinois and the statutes of the State of Illinois when not specified in the Charter; and

WHEREAS, 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 a home rule unit of local government the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City of Berwyn and the Town of Cicero (the “City” and with the City, the “Municipalities”) are units of local government; and

WHEREAS, the provisions of Article VII, Section 10 of the Constitution of the State of Illinois authorize and encourage intergovernmental cooperation amongst units of local government, such as the municipalities; and

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

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, The City Mayor (the “Mayor”) and the City Council of the City of Berwyn (the “City Council” and with the Mayor, the “Corporate Authorities”) are committed to decreasing parking congestion within the City; and

WHEREAS, to ease parking congestion in the municipalities, the Municipalities have determined that it is in the best interests of their respective residents for the City to refrain from issuing parking citations to the Town’s residents who are parked on the west side of Lombard Avenue when the Town undertakes regularly scheduled street sweeping operations on Lombard Avenue and for the Town to refrain from issuing parking citations to the City’s residents who are parked on the east side of the Lombard Avenue when the City undertakes regularly scheduled street sweeping operations on Lombard Avenue; and

WHEREAS, there exists a intergovernmental agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which the Municipalities agree to refrain from ticketing residents of one municipality who are parked on Lombard Avenue during the regularly scheduled street sweeping operations of the other municipality; and

WHEREAS, the Municipalities have determined that it is both advisable and in the best interest of the Municipalities and their residents to enter into and approve of the Agreement; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the City to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the Mayor is authorized to enter into and the City Attorney (the “Attorney”) is authorized to revise agreements for the City making such insertions, omissions and changes as shall be approved by the Mayor and the Attorney; and

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

SECTION 1.00 – Findings.

That the Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to the Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2.00 – Purpose.

The purpose of this Ordinance is to authorize the Mayor or his designee to enter into the Agreement whereby the Municipalities will refrain from ticketing residents of one municipality who are parked on Lombard Avenue during regularly scheduled street sweeping operations of the other municipality and to further authorize the Mayor or his designee to take all steps necessary to carry out the terms of this Ordinance and to ratify any steps taken to effectuate those goals.

ARTICLE II.

AUTHORIZATION

SECTION 3.00 – Authorization.

That the City Council authorizes and directs the Mayor or his designee to negotiate, enter into and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The City Council further authorizes and directs the Mayor or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the Mayor and the Attorney. The City Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The City Clerk is also authorized and directed to affix the Seal of the City to such documentation as is deemed necessary. The officers, agents and/or employees of the City shall take all action necessary or reasonably required by the City to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

ARTICLE III

HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

SECTION 4.00 – Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5.00 – Severability.

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 6.00 – Superseder.

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

SECTION 7.00 – Publication.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the City as provided by the Illinois Municipal Code, as amended.

SECTION 8.00 – Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLAK

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on _____, 2011.

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

EXHIBIT A

Attached Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into by and between the Town of Cicero, an Illinois municipal corporation, (the "Town") and the City of Berwyn, an Illinois municipal corporation, (the "City") (collectively, the Town and the City may, for convenience purposes only, be referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to jointly obtain or share services and to exercise, combine or transfer their powers or functions in any manner not otherwise prohibited by law or ordinance; and

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

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the City and the Town are both public agencies under the laws of the State of Illinois; and

WHEREAS, Lombard Avenue borders the Town on the west and borders the City on the east; and

WHEREAS, both the Town and the City suffer from parking congestion and desire to ease the negative effects of parking congestion; and

WHEREAS, to ease parking congestion, the Parties have determined that it is in the best interests of their respective residents for the Town to refrain from issuing parking citations to the City's residents who are parked on the east side of Lombard Avenue when the City undertakes regularly scheduled street sweeping operations on Lombard Avenue and for the City to refrain from issuing parking citations to the Town's residents who are parked on the west side of Lombard Avenue when the Town undertakes regularly scheduled street sweeping operations on Lombard Avenue; and

WHEREAS, based on the foregoing, the Parties have concluded that it is in the best interests of the Parties to enter into this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals, 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. **AGREEMENT:** The Town hereby agrees to refrain from issuing parking citations to residents of the City who fail to display Town vehicle stickers when said residents are parked on the east side of Lombard Avenue on Thursdays, from 9:00 a.m. to 4:00 p.m., which is the day and time that the City regularly performs street sweeping operations on Lombard Avenue.

The City hereby agrees to refrain from issuing parking citations to residents of the Town who fail to display City vehicle stickers when said residents are parked on the west side of Lombard Avenue on Tuesdays, which is the day that the Town regularly performs street sweeping operations on Lombard Avenue, when signs are posted on the east side of Lombard Avenue notifying Town residents that street sweeping operations will take place on Lombard Avenue.

If any citation is issued to a City resident who is parked on the east side of Lombard Avenue in contravention of this Agreement, the Town shall not require the resident to appear at any court or administrative hearings and shall dismiss said ticket upon notice from the City. If any citation is issued to a Town resident who is parked on the west side of Lombard Avenue in contravention of this Agreement, the City shall not require the resident to appear at any court or administrative hearings and shall dismiss said ticket upon notice from the Town.

2. **TERM:** The term of this Agreement shall commence upon November 1, 2011 and shall continue to and through October 31, 2013, unless terminated earlier as set forth in this Agreement.
3. **TERMINATION & DEFAULT:** Either Party to this Agreement may, for cause or no cause, at any time during the term of this Agreement, elect to terminate this Agreement upon thirty (30) calendar days written notice to the other Party. If either Party fails to cure any breach of this Agreement within thirty (30) calendar days after written notice thereof, the non-breaching Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to said Party including, but not limited to, bringing a lawsuit against the breaching Party. The breaching Party shall reimburse the non-breaching Party for all costs incurred by the non-breaching Party in connection with a breach of this Agreement, including reasonable attorneys' fees.
4. **RECITALS:** The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
5. **NOTICES:** Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of

delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Town:

Town of Cicero
4949 West Cermak Road
Cicero, Illinois 60804
Attn: Town Collector

If to the City:

Berwyn City Hall
6700 26th Street
Berwyn, Illinois 60402
Attn: _____

With a Copy to:

Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402
Attn: Amber Munday

With a Copy to:


6. **SEVERANCE:** 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. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.
7. **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. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.
8. **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 or an authorized representative thereof. 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 agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that are not expressly set forth in this Agreement.
9. **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.

10. **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 principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it 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. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
11. **RIGHT TO COUNSEL:** The Parties acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, the Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable amount of time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
12. **COUNTERPARTS & FACSIMILE:** 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.
13. **RELATIONSHIP:** This Agreement shall not be deemed or construed to evidence or create an employment, joint venture, partnership or other agency relationship between the Parties hereto.
14. **BREACH:** In the event that either Party breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs of suits incurred by the prevailing Party. Prevailing Party shall mean any defendant found not liable on all counts and/or any plaintiff recovering on any count. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.
15. **LEGISLATION:** The Board of Trustees of the Town and City Council of the City shall enact all necessary ordinances or resolutions to effectuate the terms of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING 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 the later date written below.


Executed:



Authorized Representative of the Town of Cicero, Illinois

26 OCT 11
Date

ATTEST:



Maria Punzo-Arias
Town Clerk

(SEAL)

Authorized Representative of the City of Berwyn, Illinois

Date

ATTEST:

Thomas J. Pavlik
City Clerk

(SEAL)

The City of Berwyn



Nicole L. Campbell
Traffic Engineer

J2

A Century of Progress with Pride

November 22, 2011

To: Mayor Robert J. Lovero & City Council Members
From: Nicole Campbell, City Traffic Engineer
Re: Adoption of the City of Berwyn Active Transportation Plan

An Active Transportation Plan was developed as part of the Model Communities Grant awarded to the City in March. The Active Transportation Alliance (ATA) partnered with the City to develop a plan for the community based on valuable input from a steering committee comprised of City staff, residents and other key stakeholders. An open house was held in April, further engaging the public and identifying areas, routes and locations frequented by bicyclists, pedestrians and transit users. ATA analyzed the data collected from the committee and the open house and examined the conditions of the City's existing network. The plan includes improvements to the infrastructure, recommendations to City policies and program recommendations regarding enforcement and education. Overall the plan will be used as a guide when planning transportation improvements and ensuring that all modes of transportation are addressed.

Upon adoption of this plan, City staff will prepare bid packages for various traffic control items addressed in the plan. The cost of these items will be reimbursed to the City through the Model Communities Grant.

The plan, in full color format, can be found at:

http://www.berwyn-il.gov/pdf/Berwyn_Active_Transportation_Plan_111611.pdf

Recommendation

Staff recommends that the Active Transportation Plan is adopted by Council and that staff is given permission to develop bid packages for items recommended in the plan.

Sincerely,

Nicole Campbell, Traffic Engineer

The City of Berwyn



Nicole L. Campbell
Traffic Engineer

5.3

A Century of Progress with Pride

November 22, 2011

To: Mayor Robert J. Lovero & City Council Members
From: Nicole Campbell, City Traffic Engineer
Re: Adoption of the City of Berwyn Complete Streets Policy

The Active Transportation Alliance (ATA) partnered with the City to develop a Complete Streets Policy in correlation with the City's Active Transportation Plan developed under the Model Communities Grant. The policy will ensure that future roadway projects and development projects, both public and private, shall be used as opportunities to improve safety, access, and mobility for users of the public way and to further integrate bicycle, pedestrian, and transit modes into the transportation system. The policy also creates a complete streets committee, which will be responsible for the implementation of the policy and will monitor the performance and progress of the policy.

Recommendation

Staff recommends that the attached Complete Streets Policy is adopted by Council.

Sincerely,

Nicole Campbell, Traffic Engineer

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE ESTABLISHING A COMPLETE STREETS POLICY FOR
STREETS WITHIN THE CITY AND AMENDING CHAPTER 1020 OF THE
STREETS, UTILITIES AND PUBLIC SERVICES CODE OF THE
CODIFIED ORDINANCES OF THE CITY OF BERWYN**

ROBERT J. LOVERO, Mayor
THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN
JEFFREY G. BOYAJIAN
MARGARET PAUL
MICHELE D. SKRYD
CESAR A. SANTOY
THEODORE J. POLASHEK
RAFAEL AVILA
NORA LAURETO
Aldermen

ORDINANCE NO.: _____

AN ORDINANCE ESTABLISHING A COMPLETE STREETS POLICY FOR STREETS
WITHIN THE CITY AND AMENDING CHAPTER 1020 OF THE STREETS, UTILITIES
AND PUBLIC SERVICES CODE OF THE CODIFIED ORDINANCES OF THE CITY OF
BERWYN

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

WHEREAS, hundreds of jurisdictions in the United States have adopted Complete Streets policies, including the State of Illinois, the Counties of Cook and DuPage, the Cities of Champaign, Chicago, Oak Park, Forest Park and Blue Island, Illinois; and

WHEREAS, the City endeavors toward 21st Century livability standards, such as place-based economic development, active lifestyle options and sensible environmental stewardship; and

WHEREAS, the City views all transportation improvements as opportunities to improve safety, access, and mobility for users of the public way and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system; and

WHEREAS, the City has taken on an initiative to ensure safe routes to school for children; and

WHEREAS, the City strives to provide transportation options to maximize the independence and mobility of its aging population; and

WHEREAS, the Mayor and the City Council of the City of Berwyn (the “Corporate Authorities”) recognize that walking, bicycling and public transit are affordable, efficient

travel modes that support livability and public health in the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, by and through its Home Rule Powers, as follows:

Section 1: That the foregoing recitals to this Ordinance are full, true and correct and adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

Section 2: The Codified Ordinances of the City of Berwyn, Cook County, Illinois is hereby amended by adding the following new Section to read as follows:

1020.08 COMPLETE STREETS POLICY

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMPLETE STREET – A street that can be traveled upon, across, or alongside by users of the roadway regardless of age, ability or travel mode as safely as possible.

COMPLETE STREETS IMPROVEMENT – Any improvement on the public way including but not limited to: improved timing of traffic control signals, new or improved signage, pavement markings, re-configuration of travel lanes and any permanent infrastructure that promotes the pedestrian, bicycle and/or transit environment in harmony with safe and efficient motor vehicle travel.

(B) The City takes initiative to establish a connected network of Complete Streets that links residences, schools, parks, businesses and transit. Pursuant to this initiative:

(1) The City shall make an effort to accommodate the safety and access of

users of the public way regardless of age, ability or travel mode in future roadway projects including: pedestrians, bicyclists, transit users and operators, drivers of private automobiles, freight providers and emergency responders.

- (2) Users of the public way shall be routinely considered in the scoping, planning, programming, design, construction, operations, and maintenance activities and products on the City's transportation network.
 - (3) Future roadway projects shall be used as opportunities to improve safety, access, and mobility for users of the public way and to further integrate bicycle, pedestrian, and transit modes into the transportation system.
 - (4) Future development projects, both public and private, prior to final approval shall be reviewed by the City Administrator, Public Works Director and City Traffic Engineer (the "Complete Streets Committee").
- (C) *Exemptions.* Exemptions to Section 1020.08(B) shall be granted only when the Complete Streets Committee determines that any of the following are evidenced:
- (1) The project is occurring on a roadway where non-motorized use is prohibited by law.
 - (2) A cost and/or health impact assessment demonstrates that the cost for a particular Complete Streets project would be excessive compared to the need, public health benefit, safety improvement and probable use of that particular street.
 - (3) There is documented absence of use by all except motorized road-users that would continue in the future even if the street were a Complete Street.
 - (4) An alternate facility has been previously programmed at that location.

- (D) *Review of Exemptions.* Pursuant to Section 1020.08(C), written requests for exemption and all supporting documentation must be reviewed and approved by the Complete Streets Committee when the project lies within the City's jurisdiction.
- (E) *External Coordination.* The City shall take initiative to engage in proactive coordination with private developers and external agencies, including the Illinois Department of Transportation and the Cook County Highway Department, to ensure that roadways and intersections within the City meet the local community standards in accordance within, regardless of jurisdiction.
- (F) *Implementation and Performance Measures.* Hereafter it shall be the responsibility of the Complete Streets Committee to:
 - (1) Review all new roadway projects, public and private developments and other Complete Streets related improvements to ensure consistency with this title.
 - (2) Review any requests for exceptions to the Complete Streets policy and related documentation.
 - (3) Carry out and monitor the implementation and impact of this policy based on the goals set out within this section.
- (G) Within the passage of this section, the Complete Streets Committee shall:
 - (1) Review and update, as necessary, relevant plans, manuals, rules, regulations, and programs to reflect the principles in this section and in accordance with the most up-to-date standards, requirements and recommendations afforded by the American Association of State Highway and Transportation Officials, the Manual on Uniform Traffic Control Devices, the National Association of City Transportation Officials, the Institute of Transportation Engineers, the Americans with Disabilities Act, the Access Board and the Illinois Department of Transportation.

- (2) Monitor the implementation of the City's Active Transportation Plan, which was developed in accordance with Complete Streets principles and will guide the development of the active transportation network.
 - (3) Set goals for Bicycle Level of Service and Pedestrian Level of Service for roadways and use those goals to guide the design and programming of individual roadway projects not included in the City's Active Transportation Plan.
 - (4) Monitor the performance and progress in accordance to this section.
- (H) City Departments are encouraged to partner with one another and with local, regional or national organizations to identify funding resources. With appropriate funding sources, the City may obtain a consultant to study and report on the health and economic impact of the City's Complete Streets improvements, including but not limited to:
- (1) Changes in economic activity and property values in areas on or near the Complete Streets network.
 - (2) Improvements in air quality and mitigation of traffic congestion.
 - (3) Changes in the number and severity of motor vehicle crashes on key routes, including those that involve bicyclists and pedestrians.
 - (4) Changes in rates of respiratory and obesity-related diseases.

Section 3: That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

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

Section 5: This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Adopted by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of _____ 2011, pursuant to a roll call vote, as follows:

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

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2011.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

The City of Berwyn



Nicole L. Campbell
Traffic Engineer

JA

A Century of Progress with Pride

November 22, 2011

To: Mayor Robert J. Lovero & City Council Members
From: Nicole Campbell, City Traffic Engineer
Re: City-wide Parking Permit Fees and Recommendations

City staff met to discuss the various parking permit fees. Enclosed are parking permit fee recommended increases for Council consideration. The several of the fee increases are intended to offset the various maintenance and construction activities that have recently taken place in the City's parking areas.

Business Reserved:

Current Rate: \$175.00 per year, currently there are 35 spaces.

Proposed Rate: \$225.00 per year.

Municipal Parking:

To be implemented after the Roosevelt Road construction, 52 spaces.

Proposed Rate: \$225.00 per year.

Condo Parking:

Current Rate: \$175.00 per year, currently there are 41 spaces.

Proposed Rate: \$225.00 per year.

VaIn Fairway:

Current Rate: \$100.00 per year and \$35.00 per quarter. 820 spaces available.

Proposed Rate: \$150.00 per year for passenger vehicles, \$45.00 per quarter.

Commercial Vehicle Parking:

Current Rate: VaIn Fairway \$200 resident / \$400 non-resident, \$65 / \$125 a quarter.

Proposed Rate: \$300.00 per year and \$120.00 per quarter.

This is a combination of the resident and non-resident prices. Commercial vehicle passes will also be offered in designated areas along the BNSF rail line. There is limited commercial vehicle parking available on the south end of the City to the residents.

All the permits above will be prorated after July 1st and the replacement fees are half the original cost of the permit.

Recommendation

Staff recommends that the aforementioned rate increases are approved and that this communication is referred to legal for the updating of the ordinances.

Sincerely,

Nicole Campbell, Traffic Engineer

J-5
The City of Berwyn



Nicole L. Campbell
Traffic Engineer

A Century of Progress with Pride

November 22, 2011

To: Mayor Robert J. Lovero & City Council Members
From: Nicole Campbell, City Traffic Engineer
Re: Proposed Commercial Vehicle Permit Parking Location

City staff met to discuss the various parking needs for commercial vehicles throughout the City. Commercial Vehicles as described in Section 480.03 shall not park upon any public way between the hours of 10pm and 6am any day of the week. City staff understands the need to designate locations for the parking of commercial vehicles in the city and propose that the following locations are approved as locations for commercial vehicles to park. These parking areas will be managed through the sale of permits upon application.

Enclosed are the proposed areas:

Stanley and Windsor Avenue Depot Parking

Sections of the south side of Stanley Avenue and the north side of Windsor Avenue, will be designated as overnight commercial vehicle parking. Commercial Vehicle Permit Parking will be permitted between 6pm and 7am, the next day, between Home and Wisconsin Avenues and between East and Ridgeland Avenues. These areas were chosen since they will have the least amount of impact to daily commuters.

Library East Lot Parking

The Library East Lot will be designated as overnight commercial vehicle permit parking between the hours of 9pm and 7am, the next day.

Recommendation

Staff recommends that the aforementioned parking locations are approved and that this communication is referred to legal for the updating of the necessary ordinances.

Sincerely,

Nicole Campbell, Traffic Engineer

The City of Berwyn



John Wysocki
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60-102-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

To: City Council and Mayor Robert Lovero

From: John Wysocki *John Wysocki*

Date: November 18, 2011

Subject: 2011 Tax levy (to be collected in 2012)

Attached is a Notice of Proposed Property Tax Levy for 2011 which I am asking your permission and authority to post and publish. I am also requesting that a public hearing be held at 5:45 PM on December 13, 2011 to discuss the proposed levy.

At the November 22, 2011 Committee of the Whole meeting I will be distributing a proposed 2011 tax levy ordinance and tax levy abatement ordinances for your consideration. Any vote on these ordinances should be deferred until after the public hearing.

Thank you.

**NOTICE OF PROPOSED PROPERTY TAX INCREASE
FOR CITY OF BERWYN, COOK COUNTY, ILLINOIS**

- I. A public hearing to approve a proposed property tax levy increase for City of Berwyn, Illinois for 2011 will be held on December 13, 2011 at 5:45 p.m. at the City Hall Council Chambers located at 6700 West 26th Street, Berwyn, Illinois 60402. Any person desiring to appear at the public hearing and present testimony to the taxing district (the City of Berwyn), may contact Mr. Thomas J. Pavlik, City Clerk, 6700 West 26th Street, Berwyn, Illinois 60402. Tel: (708) 788-2660.
- II. The corporate, library and special purpose property taxes extended or abated for the year 2010 were \$19,584,696. The proposed corporate and special purpose property taxes to be levied for 2011 are \$22,784,676. This represents a 16.34% increase over the previous year.
- III. The property taxes extended or abated for debt service and public building commission leases for 2010 were \$4,981,874. The estimated property taxes to be levied or abated for debt service and public building commission leases for 2011 are \$1,781,894. This represents a 64.23% decrease over the previous year.
- IV. The total property taxes extended or abated for 2010 were \$24,566,570. The estimated property taxes to be levied for 2011 are \$24,566,570. This represents a 0.0% increase over the previous year.

J-7
The City of Berwyn



John Wysocki
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 (708) 788-0273
www.berwyn-il.gov

To: Mayor Robert Lovero and the City Council

From: John Wysocki *John Wysocki*

Date: November 18, 2011

Subject: Water Rate Increase Ordinance

In October of 2011 we received notification from the City of Chicago of water rate increases to be enacted over a four year period as follows: 25% in 2012 and 15% in 2013, 2014 and 2015.

Therefore, I am recommending that you approve the attached ordinance which provides for a 25% increase in water rates effective January 1, 2012.

The effect of the increases is as follows:

	Current Rates	Proposed Rates	Change
Residential			
First 1,000 cubic feet of usage	\$30.01	\$37.51	\$7.50
Each 100 cubic feet thereafter	\$3.13	\$3.92	\$0.79
Commercial			
First 300 cubic feet of usage	\$14.28	\$17.85	\$3.57
Each 100 cubic feet thereafter	\$3.13	\$3.92	\$0.79
Schools, Parks & Churches	\$1.96	\$2.45	\$0.49

Thank you for your consideration of this matter.

ORDINANCE NO. ____

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

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

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

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

WHEREAS, the City of Chicago has given the City of Berwyn notice that water rates charged for the distribution and supply of Lake Michigan water will be increasing by twenty five percent (25%) commencing in 2012.

NOW, THEREFORE, be it ordained that the City Council of the City of Berwyn, Cook County, Illinois, by and through its Home Rule Powers, adopts the amended billing fee rate adjustment as established by the City of Chicago for the sale and delivery of Lake Michigan potable water in the 2012 calendar year as set forth below:

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

SECTION 2: All applicable basic water use charges for all classes of water users, contained in Section 1048.02 of the Berwyn Code of Ordinances, shall be adjusted by increasing all such rates and charges by 25 % for the 2012 Fiscal Year.

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

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

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

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law to be effective by January 1, 2012.

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

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

APPROVED by the Mayor on _____

Robert J. Lovero, Mayor

ATTEST:

Thomas J. Pavlik, City Clerk



A Century of Progress with Pride

November 22, 2011

To: City Council and Mayor Robert Lovero
From: Brian Pabst, City Administrator

Re: Renewal of General Liability Insurance (general liability coverage over \$500,000 and up to \$9,500,000)

The City's general liability insurance coverage is expiring on December 31, 2011. This coverage is for general liability insurance claims between \$500,000 to \$9,500,000 per occurrence.

We have asked our independent insurance carrier to bid out general liability insurance coverage and therefore, per past practice, we have asked the council to waive the sealed bid process since our independent agent solicits the bids. As expected, we had companies decline to bid; however, we received bids from our current carrier -Brit/Lloyds of London at \$233,075(see attached) and Lexington Insurance Company at \$252,453.

Both staff and our insurance broker recommend that the City obtain its coverage with Brit/Lloyds of London in the amount of \$241,466 (premium plus 3.6% taxes and fees) for the following reasons:

- They hold an AM Best Rating Guide of A and are considered financially strong
- Our broker was able to keep the annual premium exactly the same as last year
- Brit/Lloyds of London offers the advantage of "stacking of limits" when it comes to clash coverage (two lines of coverage due to one incident, i.e. auto liability and law enforcement)
- Brit/Lloyds of London's pricing is more competitive than Lexington's

Our insurance broker- Megan Parrilli will be in attendance at Tuesday's council meeting to answer general questions pertaining to the attached quotes.

Recommendation:

Grant permission to waive the sealed bid process and authorize the Mayor to execute a contract with Brit/Lloyds of London for general liability insurance in the amount of \$241,466.

Respectfully,

Brian Pabst



SUMMARY:

Quotation [X] : No cover given. All requests to bind coverage must be made in writing.

Assured name and address:

CITY OF BERWYN
6700 West 26th Street
Berwyn, IL 60402

Policy Period: December 31, 2011 to December 31, 2012 both days at 12:01 a.m. local standard time.

Capacity: Certain Underwriters at Lloyd's (Brit Syndicate 2987 - 100%)

Coverage:

GENERAL LIABILITY, AUTOMOBILE LIABILITY, PUBLIC OFFICIALS MISCELLANEOUS LIABILITY, EMPLOYEE BENEFITS LIABILITY, LAW ENFORCEMENT ACTIVITIES, and as more fully defined below and in the **Public Entity Package Wording** (hereinafter referred to as "Wording" or "Policy") which is understood to be incorporated in and form part of this Quotation or Binder.

Form and special conditions:

The coverage is subject to all terms and conditions set forth in the Policy which includes, but is not limited to, all Forms and Endorsements (hereinafter "Endorsements") identified on the Schedule of Forms and Endorsements listed below.

Territorial Limits: Worldwide as more fully defined in the attached Wording and applicable Forms and Endorsements

Law: State of ILLINOIS

Jurisdiction: United States of America - ILLINOIS

Limits of Liability: Underwriters' Limits of Liability shall not exceed the limits as indicated for each coverage in the Wording and applicable Endorsements and shall apply only to those coverages for which a limit is shown.

Underwriters' Limits of Liability are excess over a self-insured retention loss fund (if applicable) as specified in the Policy and applicable Endorsements.

Service of Suit:

Walker Wilcox Matousek LLP, 225 West Washington Street, Suite 2400, Chicago, IL 60608

Currency Clause:

All premiums, limits, deductibles, **CLAIMS**, and other amounts under this Policy are expressed and payable in United States Dollars (USD). The dollar symbol (\$) used within this policy represents United States Dollars (USD).

Premium:

Premium	<u>\$229,000</u>
TRIA/TRIPRA Section V:	<u>\$NOT APPLICABLE</u>
TRIA/TRIPRA Other Sections:	<u>\$4,075</u>
Total Premium:	<u>\$233,075</u>

Loss Fund:

Loss Fund:	<u>\$N/A</u>
Excess Loss Fund Protection Limit:	<u>\$N/A</u> (Annual Aggregate)

SCHEDULE OF SELF INSURED RETENTIONS

This policy has the following underlying **SELF INSURED RETENTIONS** which apply to a covered loss for each **OCCURRENCE** or **CLAIM** under:

- (1) Specific Excess Insurance coverage provided under **PART I**;
- (2) Excess Loss Fund Protection provided under **PART II**.

Maintenance Deductibles are payable by the **ASSURED** and only apply when an amount is filed in. Maintenance Deductibles do not apply to the erosion of the Loss Fund. Maintenance Deductibles apply only to losses that are valued equal to, or less than, the amount of the Maintenance Deductible; and do not apply to any loss valued in excess of the Maintenance Deductible.

COVERAGE SECTION	SELF-INSURED RETENTION	MAINTENANCE DEDUCTIBLE
I. PROPERTY:	<u>\$NOT COVERED</u>	<u>\$NOT APPLICABLE</u>
Automobile Physical Damage:	<u>\$NOT COVERED</u>	<u>\$NOT APPLICABLE</u>
Flood and Surface Water:	<u>\$NOT COVERED</u>	<u>\$NOT APPLICABLE</u>
Earthquake:	<u>\$NOT COVERED</u>	<u>\$NOT APPLICABLE</u>
Named Windstorm:	<u>\$NOT COVERED</u>	<u>\$NOT APPLICABLE</u>

In respect of **SECTION I PROPERTY**, it is understood and agreed that if more than one peril covered hereunder is involved in an **OCCURRENCE**, then the highest **SELF INSURED RETENTION AND MAINTENANCE DEDUCTIBLE** in respect of **SECTION I PROPERTY** shall apply.

II. GENERAL LIABILITY:	<u>\$500,000</u>	
Sexual Harassment Liability:	<u>\$500,000</u>	
Sexual Abuse Liability:	<u>\$500,000</u>	
III. AUTOMOBILE LIABILITY:	<u>\$500,000</u>	
IV. PUBLIC OFFICIALS MISC. LIABILITY unless listed below:	<u>\$500,000</u>	
Errors & Omissions:	<u>\$500,000</u>	
Employment Practice Liability:	<u>\$500,000</u>	
Sexual Harassment Liability:	<u>\$500,000</u>	
Sexual Abuse Liability:	<u>\$500,000</u>	
V. EXCESS WORKERS' COMPENSATION & EMPLOYERS LIABILITY FOR A QUALIFIED SELF INSURER:	<u>\$NOT COVERED</u>	
VI. EMPLOYEE BENEFITS LIABILITY:	<u>\$500,000</u>	
VII. CRIME:		
(1) Money & Securities:	<u>\$NOT COVERED</u>	<u>\$NOT APPLICABLE</u>
(2) Forgery or Alteration:	<u>\$NOT COVERED</u>	<u>\$NOT APPLICABLE</u>
(3) Employee Dishonesty:	<u>\$NOT COVERED</u>	<u>\$NOT APPLICABLE</u>
VIII. LAW ENFORCEMENT ACTIVITIES:	<u>\$500,000</u>	
Sexual Harassment Liability:	<u>\$500,000</u>	
Sexual Abuse Liability:	<u>\$500,000</u>	
IX. TERRORISM	<u>\$NOT COVERED</u>	
Property Terrorism:	<u>\$NOT COVERED</u>	



Liability Terrorism:
Employers Liability Terrorism:

\$NOT COVERED
\$NOT COVERED

LOSS FUND:

\$NOT APPLICABLE In the Aggregate Annually



PART I A. SPECIFIC EXCESS INSURANCE

1. This policy contains various **SELF INSURED RETENTIONS** as listed in the **SCHEDULE OF SELF INSURED RETENTIONS** of this policy. The **ASSURED** is responsible for payment of each applicable **SELF INSURED RETENTION** except as otherwise stated in **PART I B. 1. MULTIPLE LINES LOSS PROTECTION** and **PART II EXCESS LOSS FUND PROTECTION**.
2. This policy contains various **EXCESS LIMITS OF INSURANCE** above the **SELF INSURED RETENTIONS** as listed in **PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF INSURANCE**.
3. This policy contains various Annual Aggregate **EXCESS LIMITS OF INSURANCE** as listed in **PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF INSURANCE**. Underwriters' liability ends when the applicable Annual Aggregate **EXCESS LIMIT OF INSURANCE** has been exhausted by payments to the **ASSURED**.
4. This policy may contain various sublimits as listed in **PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF INSURANCE** which are less than the applicable **EXCESS LIMIT OF INSURANCE**. Where indicated, these sublimits are ground up, which means they are inclusive of the **SELF INSURED RETENTIONS** as listed in **PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF INSURANCE**. Where the sublimit is less than or equal to the **SELF INSURED RETENTION** the sublimit only applies to Excess Loss Fund payments.
5. This policy provides coverage in accordance with all of the terms of each Section of Coverage attached to and forming part of this policy. For **SECTION IV PUBLIC OFFICIALS MISCELLANEOUS LIABILITY**, and **SECTION VI EMPLOYEE BENEFITS LIABILITY**, coverage is provided on a Claims Made basis. Claims Made coverage applies only to claims made against the **ASSURED** during the **PERIOD OF INSURANCE** or Extended Reporting Periods, if applicable. Please read carefully.
6. In respect of **SECTION IV PUBLIC OFFICIALS MISCELLANEOUS LIABILITY**, it is understood and agreed that if more than one insuring agreement hereunder is involved in one **CLAIM**, then the highest **SELF INSURED RETENTION** and **EXCESS LIMIT OF INSURANCE FOR EACH CLAIM** in respect of **SECTION IV PUBLIC OFFICIALS MISCELLANEOUS LIABILITY**, shall apply.

PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF INSURANCE

THE FOLLOWING APPLIES WHEN ONLY ONE COVERAGE SECTION APPLIES TO A COVERED LOSS:

COVERAGE SECTION I PROPERTY – EXCESS LIMIT OF INSURANCE FOR EACH OCCURRENCE:

All Coverages under Section I combined;	<u>\$NOT COVERED</u>	
Subject to the following sublimits / aggregates:		
Automobile Physical Damage:	<u>\$NOT COVERED</u>	
Flood and Surface Water:	<u>\$NOT COVERED</u>	<u>\$N/A</u> Annual Aggregate
Locations in Flood Zones A, AO, AH, A1-A30, AE, A99, AR, AR/AE, AR/AO, AR/A1-A30, AR/A, V, VE, & V1-V30 are excluded.		
Earthquake:	<u>\$NOT COVERED</u>	<u>\$N/A</u> Annual Aggregate
Named Windstorm:	<u>\$NOT COVERED</u>	
Data Processing Extra Expense:	<u>\$NOT COVERED</u>	
Data Processing Systems Equipment:	<u>\$NOT COVERED</u>	
Data Processing Media:	<u>\$NOT COVERED</u>	
Valuable Papers:	<u>\$NOT COVERED</u>	
Fine Arts:	<u>\$NOT COVERED</u>	
Accounts Receivable:	<u>\$NOT COVERED</u>	
Extra Expense:	<u>\$NOT COVERED</u>	
Mobile Equipment:	<u>\$NOT COVERED</u>	
Garagekeepers Legal Liability:	<u>\$NOT COVERED</u>	
Transit:	<u>\$NOT COVERED</u>	
Business Income, including Rental Value:	<u>\$NOT COVERED</u>	



Business Income, other than Rental Value: \$NOT COVERED
 Rental Value: \$NOT COVERED
 Tuition and Fees: \$NOT COVERED
 Newly Acquired Property Reporting Limit, as provided in Section I Conditions,
 Automatic Acquisition Clause: \$NOT APPLICABLE

COVERAGE SECTION II GENERAL LIABILITY – EXCESS LIMIT OF INSURANCE FOR EACH OCCURRENCE:

All Coverages under Section II combined: \$9,500,000 \$9,500,000 Annual Aggregate
 Subject to the following sublimit:

Sexual Harassment Liability: \$9,500,000 \$9,500,000 Annual Aggregate
 Retroactive Date: N/A
 Sexual Abuse Liability: \$9,500,000 \$9,500,000 Annual Aggregate
 Retroactive Date: N/A

Premises Medical Payments: \$5,000 ground up any one person
\$15,000 ground up any one OCCURRENCE
 Retroactive Date: N/A

COVERAGE SECTION III AUTOMOBILE LIABILITY – EXCESS LIMIT OF INSURANCE FOR EACH OCCURRENCE:

All Coverages under Section III combined: \$9,500,000 \$N/A Annual Aggregate
 Subject to the following sublimits:

Automobile Medical Payments: \$5,000 ground up any one person
\$15,000 ground up any one OCCURRENCE
 Uninsured Motorists / Underinsured Motorists: \$40,000 ground up any one OCCURRENCE
 No Fault Insurance: \$NOT COVERED
 Retroactive Date: N/A

COVERAGE SECTION IV PUBLIC OFFICIALS MISCELLANEOUS LIABILITY – EXCESS LIMIT OF INSURANCE FOR EACH CLAIM:

All Coverages under Section IV combined: \$9,500,000 \$9,500,000 Annual Aggregate
 Subject to the following sublimits / annual aggregates which are part of and not in addition to the combined Section IV limit and annual aggregate:

Errors & Omissions: \$9,500,000 \$9,500,000 Annual Aggregate
 Retroactive Date: December 31, 2010
 Employment Practice Liability: \$9,500,000 \$9,500,000 Annual Aggregate
 Retroactive Date: December 31, 2010
 Sexual Harassment Liability: \$9,500,000 \$9,500,000 Annual Aggregate
 Retroactive Date: December 31, 2010
 Sexual Abuse Liability: \$9,500,000 \$9,500,000 Annual Aggregate
 Retroactive Date: December 31, 2008

COVERAGE SECTION V EXCESS WORKERS' COMPENSATION & EMPLOYERS LIABILITY FOR A QUALIFIED SELF INSURER – EXCESS LIMIT OF INSURANCE FOR EACH OCCURRENCE:

All Coverages under Section V combined: \$NOT COVERED

COVERAGE SECTION VI EMPLOYEE BENEFITS LIABILITY – EXCESS LIMIT OF INSURANCE FOR EACH CLAIM:

All Coverages under Section VI combined: \$9,500,000 \$9,500,000 Annual Aggregate
 Retroactive Date: December 31, 2010



COVERAGE SECTION VII CRIME – EXCESS LIMIT OF INSURANCE FOR EACH OCCURRENCE:

- (1) Money & Securities: \$NOT COVERED
- (2) Forgery or Alteration: \$NOT COVERED
- (3) Employee Dishonesty: \$NOT COVERED

COVERAGE SECTION VIII LAW ENFORCEMENT ACTIVITIES – EXCESS LIMIT OF INSURANCE FOR EACH OCCURRENCE:

All Coverages under Section VIII combined: \$9,500,000 \$9,500,000 Annual Aggregate
 Subject to the following sublimit:

Sexual Harassment Liability: \$9,500,000 \$9,500,000 Annual Aggregate
 Retroactive Date: N/A
 Sexual Abuse Liability: \$9,500,000 \$9,500,000 Annual Aggregate
 Retroactive Date: N/A

Reimbursement of Defense Costs Incurred Prior to Denial or Declination of Coverage:
\$5,000 ground up any one ASSURED
\$10,000 Aggregate per OCCURRENCE
\$25,000 Annual Aggregate

Retroactive Date: N/A

COVERAGE SECTION IX TERRORISM – EXCESS LIMIT OF INSURANCE FOR EACH OCCURRENCE:

All Coverages under Section IX combined: \$NOT COVERED\$NOT APPLICABLE Annual Aggregate

Subject to the following sublimits / annual aggregates which are part of and not in addition to the combined Section IX limit and annual aggregate:

Property Terrorism: \$NOT COVERED\$NOT APPLICABLE Annual Aggregate
 Liability Terrorism – Restricted Form: \$NOT COVERED \$NOT APPLICABLE Annual Aggregate
 Liability Terrorism – Broad Form: \$NOT COVERED \$NOT APPLICABLE Annual Aggregate
 Employers Liability Terrorism: \$NOT COVERED\$NOT APPLICABLE Annual Aggregate

PART I B. SCHEDULE OF CLASH LIMITS

THE FOLLOWING APPLIES WHEN TWO (2) OR MORE SECTIONS OF COVERAGE APPLY TO A COVERED LOSS:

All Sections of Coverage applicable to a covered loss combined:

- (1) **EXCESS LIMIT OF INSURANCE:**
 Section I Property: \$NOT COVERED
- (2) **EXCESS LIMIT OF INSURANCE:**
 Section II General Liability: \$9,500,000
- (3) **EXCESS LIMIT OF INSURANCE:**
 Section III Automobile Liability: \$9,500,000
- (4) **EXCESS LIMIT OF INSURANCE:**
 Section IV Public Officials Miscellaneous Liability: \$9,500,000
- (5) **EXCESS LIMIT OF INSURANCE:**
 Section V Excess Workers' Compensation & Employers Liability
 for a Qualified Self-Insurer: \$NOT COVERED

Brit Insurance Services USA, Inc.

A member of the Brit Insurance Group
 Page 6 of 10

- (6) **EXCESS LIMIT OF INSURANCE:**
Section VI Employee Benefits Liability: \$9,500,000
- (7) **EXCESS LIMIT OF INSURANCE:**
Section VII Crime:
 (1) Money & Securities: \$NOT COVERED
 (2) Forgery or Alteration: \$NOT COVERED
 (3) Employee Dishonesty: \$NOT COVERED
- (8) **EXCESS LIMIT OF INSURANCE:**
Section VIII Law Enforcement Activities: \$9,500,000
- (9) **EXCESS LIMIT OF INSURANCE:**
Section IX Terrorism: \$NOT APPLICABLE
- (10) **EXCESS LIMIT OF INSURANCE:**
Aggregate of All Sections of Coverage: \$47,500,000

Maximum total of all **EXCESS LIMITS OF INSURANCE** Coverages combined plus the difference between the sum of all the **SELF INSURED RETENTIONS** applicable to each Section of Coverage and the smallest **SELF INSURED RETENTION** applicable to any Section of Coverage:
 Maximum Total: \$49,500,000

PART II EXCESS LOSS FUND PROTECTION

EXCESS LOSS FUND PROTECTION LIMIT: \$NOT APPLICABLE Annual Aggregate

SCHEDULE OF FORMS AND ENDORSEMENTS

The following Forms and Endorsements form part of the terms and conditions of the Policy:

Form: Public Entity Package Wording

<u>Endorsement No</u>	<u>Title</u>
1	Loss Fund Exclusion
2	Section IV Retroactive Dates
3	Section VI Retroactive Dates
4	Failure to Supply Exclusion
5	Prior Policy Basic Extended Reporting Period Exclusion
6	Terrorism Exclusion
7	TRIA Rejected (TBD)
8	Security
9	Minimum Earned Premium (50%)
10	Loss Corridor -\$250k Section II Only
11	Loss Corridor -\$250k Section VIII Only
12	Illinois UM/UIM State Minimum Coverage
13	Section II & VIII Nose Coverage for Sexual Harassment and Abuse

Underwriter:
Andrew Murnieks



Brit Insurance Services USA, Inc.

Dated: October 26, 2011. This Quote is valid for 70 days

TERMS & CONDITIONS

Producer must file Surplus Lines Taxes. Surplus Lines Broker Name, Agency, full address and Broker License number must accompany all binder requests.

Quote based on the 2011 Public Entity wording.

Coverage is subject to separate \$250,000 Loss Corridor Deductibles for Section II General Liability and Section VIII Law Enforcement Legal Liability.

US&C is the appointed Third Party Administrator.

Signed Uninsured/Underinsured Motorist Coverage Forms must be received by Underwriters prior to inception

Mold will be excluded.

Signed Uninsured/Underinsured Motorist Coverage Forms must be received by Underwriters prior to inception.

Failure to Supply Exclusion is to apply, but the City's Water Utility is not included in the exclusion. Failure to Supply for Water Utility is subject to a \$250,000 sublimit.

All other terms and conditions as explaining.

If this document is a quotation, and Underwriters receive any new information after this document is issued that reflects any material change in the underwriting exposure, we may at our option withdraw or modify the quotation at any time prior to Underwriters' acceptance of the binder. In the event of a material change, Underwriters may at their sole discretion, modify and/or withdraw this quotation even if the quotation has already been accepted by the Assured.

This document does not amend, extend or alter the coverage afforded by the Wording and Endorsements. For further information or a complete copy of the Wording and Endorsements please contact the broker (contact details on page 1).

Cancellation – At binding, the Assured commits to a Minimum Earned Premium of 50% of the gross premium. There are no flat cancellations allowed.



Our free risk management services:

Brit package clients receive access - at no cost - to the In2vate™ risk management platform at Brit's expense (a regular value of at least \$30,000 annually). In2vate™ is a robust online resource offering:

You Pick 3 web-based training courses from a list of approximately 30 courses covering areas such as employment practices liability, leave-related laws, workplace risk management, human resources, and youth-related risks.

- Weekly training bulletins and articles about new and/or updated matters of interest.
- Comprehensive model handbook.
- Self-guided human resources assessments.
- Built-in management tools to track and run reports on usage (e.g., completion of training).
- Customizability to: have your logo on the landing page ... upload your own policies and procedures ... determine the access levels for all users.
- Much, much more - all free of charge to you - just contact your PSI Program Managers producer or log in at www.britinsurance.com/team

These services are an extension of Brit Insurance's partnership with our clients. We recognize the need for customized risk management tools, and we proudly provide the Brit Insurance TEAM platform to you with our compliments to help you manage risk.



**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence to the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2014, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM ARE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

_____ I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$4,075

_____ I hereby elect to have coverage for acts of terrorism excluded from my policy.
I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder / Applicant's Signature

Andrew Murnieks
for BRIT Insurance Services USA, Inc.,
on behalf of certain Underwriters at Lloyd's

Print Name

October 26, 2011
Date Signed

Date Signed

Account Name: City of Berwyn
Policy Number: TBD
Policy Period: December 31, 2011 to December 31, 2012

2/12/07
LMA9011
Form approved by Lloyd's Market Association

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

November 22, 2011

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

Re: Ordinance Amending Section 242.03 of Chapter 242 of the Codified
Ordinances of the City of Berwyn

Ladies and Gentlemen:

I will submit a revised Ordinance at the Council Meeting on November 22, 2011 for your consideration.
This Ordinance amends Section 242.03 of Chapter 242.

Respectfully Submitted,

Anthony T. Bertuca *rw*

Anthony T. Bertuca
City Attorney

THE CITY OF BERWYN

THE CITY OF BERWYN, ILLINOIS

ORDINANCE

NUMBER

**AN ORDINANCE AMENDING SECTION 242.03 OF CHAPTER 242 OF
THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK
COUNTY, ILLINOIS.**

ROBERT J. LOVERO, Mayor

THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN

JEFFREY G. BOYAJIAN

MARGARET PAUL

MICHELE D. SKRYD

CESAR A. SANTOY

THEODORE J. POLASHEK

RAFAEL AVILA

NORA LAURETO

Aldermen

AN ORDINANCE AMENDING SECTION 242.03 OF CHAPTER 242 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS.

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

WHEREAS, the Mayor and the City Council of the City of Berwyn (the “Corporate Authorities”) have adopted a Business License Ordinance, which has been amended from time to time; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the residents of the City to amend the Codified Ordinances as set forth below.

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

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

SECTION 2: Portions of Section 242.03 of Chapter 242 of the Codified Ordinances of the City of Berwyn are hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

242.03 APPOINTED OFFICERS; APPOINTMENT PROCEDURE.

(A) (1) With the exception of the officers listed in § 242.01, all city officers shall be appointed by the Mayor, by and with the advice and consent of Council. Whenever a vacancy occurs in any office provided for in division (B) hereof, the Mayor shall present to Council, within 30 days of the occurrence creating the vacancy, the name of the appointee to the office, or shall, within the 30 days, inform Council of a temporary appointment, if such is the case. No person may be appointed to or temporarily hold any office provided for in division (B) hereof unless and until the person:

- (a) Has earned a high school diploma or the equivalent;
- (b) Is not in arrears in the payment of any tax or other indebtedness due to the city;

and

(c) Is not indicted for nor has been convicted of, in any court located in the United States, and still serving the sentence for any infamous crime, bribery, perjury or other felony involving the characteristics of dishonesty, falsehood or fraud.

(2) Division (A)(1)(a) shall not apply to a person who is being appointed to an office which he or she held with the city prior to January 1, 2004.

(B) Appointed city officers shall include the following:

- (1) Administrative Assistant to the City Administrator;
- (2) Administrative Assistant (to the Mayor's Department);
- (3) Assistant Fire Chief;
- (4) Associate City Attorney;
- (5) Building Director;
- (6) Chaplains, Police and Fire Departments (two);
- (7) City Administrator;
- (8) City Attorney;
- (9) City Collector;
- (10) City Prosecutor;
- (11) Community Relations Commission Director;
- (12) Deputy Fire Chiefs (four);
- (13) Deputy Police Chief;
- (14) Director of Community Development;
- (15) Director of Information Technology;
- (16) Director of Finance;
- (17) Director of Human Resources;

- (18) Director of Public Works;
- (19) Fire Chief;
- (20) Police Chief;
- (21) Grants Administrator/Community Development;
- (22) Recreation Director; ~~and~~
- (23) NIM's Compliance Coordinator
- (24) Project Operations Manager; and

~~(23)(25)~~ Any other officers that Council may consider necessary and expedient and provide for by ordinance.

SECTION 3: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage approval and publication as provided by law.

INTENTIONALLY LEFT BLANK

ADOPTED this ____ day of November 2011, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on November _____, 2011.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK



K. Consent Agenda

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) 788-2676
www.berwyn-il.gov

November 18, 2011

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

SUBJECT: Payroll November 9, 2011

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the November 22, 2011 meeting.

Payroll: November 9, 2011 in the amount of \$1,062,147.76.

Respectfully Submitted,

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

Nona N. Chapman
Budget Committee Chairman

The City of Berwyn



Nona N. Chapman
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

November 18, 2011

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

SUBJECT: Payables November 22, 2011 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the November 22, 2011 meeting.

Total Payables: November 22, 2011 in the amount of \$1,130,103.50.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 11/19/2010 - To Payment Date: 11/23/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
14972	11/09/2011	Open			Accounts Payable	Berwyn Park District	\$4,440.67		
14973	11/09/2011	Open			Accounts Payable	JNC Consulting, Inc.	\$2,500.00		
14974	11/09/2011	Open			Accounts Payable	Taylor Lazzara	\$160.00		
14975	11/10/2011	Open			Accounts Payable	Robert J. Lovero	\$202.08		
14976	11/23/2011	Open			Accounts Payable	19th Street Condo Association	\$120.00		
14977	11/23/2011	Open			Accounts Payable	1st Source America	\$1,773.24		
14978	11/23/2011	Open			Accounts Payable	A & V Masonry, Inc.	\$110.44		
14979	11/23/2011	Open			Accounts Payable	ABC Automotive Electronics	\$8,063.26		
14980	11/23/2011	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$1,265.00		
14981	11/23/2011	Open			Accounts Payable	ADT Security Services	\$228.00		
14982	11/23/2011	Open			Accounts Payable	Advanced Occupational Medicine Specialists	\$170.00		
14983	11/23/2011	Open			Accounts Payable	Air One Equipment, Inc.	\$586.00		
14984	11/23/2011	Open			Accounts Payable	Airgas North Central	\$94.62		
14985	11/23/2011	Open			Accounts Payable	Al Warren Oil Company	\$83,999.90		
14986	11/23/2011	Open			Accounts Payable	AmAudit	\$961.68		
14987	11/23/2011	Open			Accounts Payable	American Legal Publishing Corporation	\$233.00		
14988	11/23/2011	Open			Accounts Payable	Animal Welfare League	\$22.00		
14989	11/23/2011	Open			Accounts Payable	AT & T	\$225.71		
14990	11/23/2011	Open			Accounts Payable	AT & T	\$3,208.81		
14991	11/23/2011	Open			Accounts Payable	AT & T	\$1,648.50		
14992	11/23/2011	Open			Accounts Payable	AT & T Internet Services	\$1,231.10		
14993	11/23/2011	Open			Accounts Payable	AudioGo	\$29.72		
14994	11/23/2011	Open			Accounts Payable	Avery's Services	\$1,238.37		
14995	11/23/2011	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$244.81		
14996	11/23/2011	Open			Accounts Payable	Banc of America, Public Capital Corporation	\$2,741.93		
14997	11/23/2011	Open			Accounts Payable	Barbara Lloyd	\$25.53		
14998	11/23/2011	Open			Accounts Payable	Barge Terminal & Trucking	\$2,190.96		
14999	11/23/2011	Open			Accounts Payable	Becky Sprattford	\$24.80		
15000	11/23/2011	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$7,548.80		
15001	11/23/2011	Open			Accounts Payable	Blackstone Audiobooks	\$197.00		
15002	11/23/2011	Open			Accounts Payable	Bluders Tree Service & Landscaping	\$3,000.00		
15003	11/23/2011	Open			Accounts Payable	Bob's Lawn Care, Inc.	\$685.00		
15004	11/23/2011	Open			Accounts Payable	Bourbonnais Suply Company, Inc.	\$811.64		
15005	11/23/2011	Open			Accounts Payable	Bradford Systems Corporation	\$1,701.28		
15006	11/23/2011	Open			Accounts Payable	Brakes Plus Automotive, Inc.	\$2,482.96		
15007	11/23/2011	Open			Accounts Payable	Briana Perfol	\$226.00		
15008	11/23/2011	Open			Accounts Payable	Carrot-Top Industries, Inc.	\$528.00		
15009	11/23/2011	Open			Accounts Payable	Cassidy Tire	\$516.00		
15010	11/23/2011	Open			Accounts Payable	CDW Government, Inc.	\$77.50		
15011	11/23/2011	Open			Accounts Payable	Central Blacktop Company, Inc.	\$1,293.66		
15012	11/23/2011	Open			Accounts Payable	Certified Fire Equipment	\$81.00		
15013	11/23/2011	Open			Accounts Payable	Chemsearch	\$170.85		
15014	11/23/2011	Open			Accounts Payable	Chicago Badge Company	\$506.42		
15015	11/23/2011	Open			Accounts Payable	Chicago Office Technology Group	\$422.27		

Payment Register

From Payment Date: 11/19/2010 - To Payment Date: 11/23/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15016	11/23/2011	Open			Accounts Payable	Chromate Corporation	\$611.05		
15017	11/23/2011	Open			Accounts Payable	Citadel	\$180.00		
15018	11/23/2011	Open			Accounts Payable	Comcast Cable	\$11.94		
15019	11/23/2011	Open			Accounts Payable	ComEd	\$244.49		
15020	11/23/2011	Open			Accounts Payable	ComEd	\$6,397.32		
15021	11/23/2011	Open			Accounts Payable	Demco Educational Corp	\$566.91		
15022	11/23/2011	Open			Accounts Payable	Depot District Development, LLC	\$59,600.00		
15023	11/23/2011	Open			Accounts Payable	Doza Builders, LTD	\$1,260.00		
15024	11/23/2011	Open			Accounts Payable	DVA.com	\$4.78		
15025	11/23/2011	Open			Accounts Payable	E & M Maintenance Group	\$1,215.00		
15026	11/23/2011	Open			Accounts Payable	Eagle Engraving	\$42.15		
15027	11/23/2011	Open			Accounts Payable	Ecolab	\$444.84		
15028	11/23/2011	Open			Accounts Payable	Edmund P. Wanderling	\$618.75		
15029	11/23/2011	Open			Accounts Payable	EIS Elevator Inspection Services	\$2,752.00		
15030	11/23/2011	Open			Accounts Payable	Ellison Educational Equipment, Inc.	\$325.16		
15031	11/23/2011	Open			Accounts Payable	Equilibrium IT Solutions, Inc.	\$2,400.00		
15032	11/23/2011	Open			Accounts Payable	Eric Lake	\$500.00		
15033	11/23/2011	Open			Accounts Payable	Evangelica Flores	\$1,475.00		
15034	11/23/2011	Open			Accounts Payable	Federal Signal Corp.	\$23,160.00		
15035	11/23/2011	Open			Accounts Payable	Felco Vending, Inc.	\$330.25		
15036	11/23/2011	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$17.58		
15037	11/23/2011	Open			Accounts Payable	Flash Electric Company	\$1,610.00		
15038	11/23/2011	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$48.50		
15039	11/23/2011	Open			Accounts Payable	GALE	\$279.70		
15040	11/23/2011	Open			Accounts Payable	Gloria Aldridge	\$1,475.00		
15041	11/23/2011	Open			Accounts Payable	Goldstine,Skrodzki,Russian,Nemec & Hoff, LTD.	\$2,257.20		
15042	11/23/2011	Open			Accounts Payable	Grainger	\$254.11		
15043	11/23/2011	Open			Accounts Payable	H-O-H Chemicals, Inc.	\$95.00		
15044	11/23/2011	Open			Accounts Payable	Malloran & Yauch, Inc.	\$250.00		
15045	11/23/2011	Open			Accounts Payable	Harvey Place Condo Association	\$164.77		
15046	11/23/2011	Open			Accounts Payable	HD Supply Waterworks, LTD	\$236.83		
15047	11/23/2011	Open			Accounts Payable	Heartland Consultants, Inc.	\$223.50		
15048	11/23/2011	Open			Accounts Payable	Highsmith Company	\$12.15		
15049	11/23/2011	Open			Accounts Payable	Hinckley Springs	\$20.35		
15050	11/23/2011	Open			Accounts Payable	Holiday Camera, Inc.	\$397.27		
15051	11/23/2011	Open			Accounts Payable	Home Depot Credit Services	\$767.65		
15052	11/23/2011	Open			Accounts Payable	Horizon Screening	\$459.50		
15053	11/23/2011	Open			Accounts Payable	Illinois Fire Chiefs Association	\$300.00		
15054	11/23/2011	Open			Accounts Payable	Illinois Municipal League	\$2,655.00		
15055	11/23/2011	Open			Accounts Payable	Ingram Library Services	\$1,336.93		
15056	11/23/2011	Open			Accounts Payable	J.W. Turf, Inc	\$511.88		
15057	11/23/2011	Open			Accounts Payable	Jack Phelan Chevrolet	\$388.00		
15058	11/23/2011	Open			Accounts Payable	Jack's Rental, Inc.	\$7,429.41		
15059	11/23/2011	Open			Accounts Payable	John Novacek	\$125.00		
15060	11/23/2011	Open			Accounts Payable	John Tarullo	\$2,810.00		
15061	11/23/2011	Open			Accounts Payable	Just Tires	\$157.00		
15062	11/23/2011	Open			Accounts Payable	K & S Sprinklers, Inc.	\$420.00		
15063	11/23/2011	Open			Accounts Payable	K's Quality Construction, Inc.	\$2,142.00		
15064	11/23/2011	Open			Accounts Payable	Kallo Construction, Inc.	\$13,377.00		

Payment Register

From Payment Date: 11/19/2010 - To Payment Date: 11/23/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15065	11/23/2011	Open			Accounts Payable	Key Equipment Finance	\$2,276.40		
15066	11/23/2011	Open			Accounts Payable	Keyth Technologies, Inc.	\$14,382.50		
15067	11/23/2011	Open			Accounts Payable	Kieft Bros., Inc.	\$43.00		
15068	11/23/2011	Open			Accounts Payable	Klesler's Police Supply, Inc.	\$1,816.01		
15069	11/23/2011	Open			Accounts Payable	Knit Simple	\$19.97		
15070	11/23/2011	Open			Accounts Payable	LaVerne Kleszczewski	\$5.85		
15071	11/23/2011	Open			Accounts Payable	Lawnale News	\$400.00		
15072	11/23/2011	Open			Accounts Payable	LexisNexis	\$478.00		
15073	11/23/2011	Open			Accounts Payable	Luke Sulton	\$82.20		
15074	11/23/2011	Open			Accounts Payable	Mabas Division XI	\$489.70		
15075	11/23/2011	Open			Accounts Payable	MacNeal Phy Group [OCCMED]	\$480.00		
15076	11/23/2011	Open			Accounts Payable	Martin Hasler	\$441.46		
15077	11/23/2011	Open			Accounts Payable	Martin-Aire Heating & Cooling, Inc.	\$6,600.00		
15078	11/23/2011	Open			Accounts Payable	Mary Frank	\$13.00		
15079	11/23/2011	Open			Accounts Payable	McCann Industries, Inc.	\$206.77		
15080	11/23/2011	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$190.00		
15081	11/23/2011	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$2,735.25		
15082	11/23/2011	Open			Accounts Payable	Menards	\$99.37		
15083	11/23/2011	Open			Accounts Payable	MG Construction	\$5,355.00		
15084	11/23/2011	Open			Accounts Payable	Micro Center A/R	\$52.97		
15085	11/23/2011	Open			Accounts Payable	Micro Marketing, LLC	\$18.00		
15086	11/23/2011	Open			Accounts Payable	Midwest Tape	\$189.89		
15087	11/23/2011	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
15088	11/23/2011	Open			Accounts Payable	Mike & Sons	\$1,121.95		
15089	11/23/2011	Open			Accounts Payable	Mohammed H. Essa	\$1,475.00		
15090	11/23/2011	Open			Accounts Payable	Muhamadali Espejel	\$1,475.00		
15091	11/23/2011	Open			Accounts Payable	Municipal Electronics, Inc.	\$109.02		
15092	11/23/2011	Open			Accounts Payable	NAEIR	\$153.87		
15093	11/23/2011	Open			Accounts Payable	National Fire Protection Association	\$195.08		
15094	11/23/2011	Open			Accounts Payable	Neal & Leroy, LLC	\$2,193.99		
15095	11/23/2011	Open			Accounts Payable	Nextel Communications	\$224.14		
15096	11/23/2011	Open			Accounts Payable	Nicole L. Campbell	\$225.00		
15097	11/23/2011	Open			Accounts Payable	Nicor Gas	\$2,009.22		
15098	11/23/2011	Open			Accounts Payable	Nicor Gas	\$1,715.04		
15099	11/23/2011	Open			Accounts Payable	Noelle K. Swanson	\$63.85		
15100	11/23/2011	Open			Accounts Payable	North American Salt Company	\$24,482.52		
15101	11/23/2011	Open			Accounts Payable	Office Depot	\$107.74		
15102	11/23/2011	Open			Accounts Payable	Office Equipment Sales	\$970.77		
15103	11/23/2011	Open			Accounts Payable	Orkin Pest Control	\$1,301.41		
15104	11/23/2011	Open			Accounts Payable	Otis Elevator Company	\$483.93		
15105	11/23/2011	Open			Accounts Payable	Pinner Electric Company	\$8,923.80		
15106	11/23/2011	Open			Accounts Payable	PNC Equipment Finance	\$381.80		
15107	11/23/2011	Open			Accounts Payable	Positive Promotions, Inc.	\$160.95		
15108	11/23/2011	Open			Accounts Payable	Professional Equipment	\$160.78		
15109	11/23/2011	Open			Accounts Payable	Quarry Materials, Inc.	\$1,325.24		
15110	11/23/2011	Open			Accounts Payable	R.D.V. Electric, Inc.	\$350.00		
15111	11/23/2011	Open			Accounts Payable	Random House, Inc.	\$119.00		
15112	11/23/2011	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$4,523.64		
15113	11/23/2011	Open			Accounts Payable	Richard C. Dahms	\$630.00		
15114	11/23/2011	Open			Accounts Payable	Robert E. Dwan	\$105.50		

Payment Register

From Payment Date: 11/19/2010 - To Payment Date: 11/23/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15115	11/23/2011	Open			Accounts Payable	Robinette Demolition, Inc.	\$495.43		
15116	11/23/2011	Open			Accounts Payable	Roscoe Company	\$245.78		
15117	11/23/2011	Open			Accounts Payable	Rose's Catering	\$560.00		
15118	11/23/2011	Open			Accounts Payable	S-P-D- Incorporated	\$1,616.02		
15119	11/23/2011	Open			Accounts Payable	Sam's Club	\$432.00		
15120	11/23/2011	Open			Accounts Payable	Sam's Club	\$59.76		
15121	11/23/2011	Open			Accounts Payable	Sam's Club	\$150.44		
15122	11/23/2011	Open			Accounts Payable	Sam's Club	\$54.69		
15123	11/23/2011	Open			Accounts Payable	San Jeronimo Properties,LLC	\$1,475.00		
15124	11/23/2011	Open			Accounts Payable	Sherwin Williams	\$43.01		
15125	11/23/2011	Open			Accounts Payable	Snappy Convenience Center #12	\$312.00		
15126	11/23/2011	Open			Accounts Payable	Sprint	\$1,434.78		
15127	11/23/2011	Open			Accounts Payable	Standard Equipment Company	\$2,373.11		
15128	11/23/2011	Open			Accounts Payable	State Treasurer	\$4.47		
15129	11/23/2011	Open			Accounts Payable	Stephanie Levy	\$93.85		
15130	11/23/2011	Open			Accounts Payable	Strictly Sewers	\$1,200.00		
15131	11/23/2011	Open			Accounts Payable	Suburban Door Check & Lock Service	\$569.78		
15132	11/23/2011	Open			Accounts Payable	Suburban Laboratories, Inc.	\$770.00		
15133	11/23/2011	Open			Accounts Payable	Tantor Media	\$407.32		
15134	11/23/2011	Open			Accounts Payable	Target Auto Parts	\$70.56		
15135	11/23/2011	Open			Accounts Payable	Tazman Construction	\$500.00		
15136	11/23/2011	Open			Accounts Payable	Tele-Tron Ace Hardware	\$732.28		
15137	11/23/2011	Open			Accounts Payable	Texor World Fuel Services	\$329.26		
15138	11/23/2011	Open			Accounts Payable	The AV Cafe	\$162.11		
15139	11/23/2011	Open			Accounts Payable	The Center/ ALRC	\$30.00		
15140	11/23/2011	Open			Accounts Payable	The Elmwood Condo Association	\$515.73		
15141	11/23/2011	Open			Accounts Payable	Thomas J. Pavlik	\$20.00		
15142	11/23/2011	Open			Accounts Payable	U.S. Cellular	\$601.18		
15143	11/23/2011	Open			Accounts Payable	Unique Management Services, Inc.	\$161.10		
15144	11/23/2011	Open			Accounts Payable	Unique Plumbing	\$25,500.54		
15145	11/23/2011	Open			Accounts Payable	US Gas	\$101.60		
15146	11/23/2011	Open			Accounts Payable	USIC Locating Services, Inc.	\$3,437.00		
15147	11/23/2011	Open			Accounts Payable	VCA Berwyn Animal Hospital	\$549.84		
15148	11/23/2011	Open			Accounts Payable	VCG Uniforms	\$549.65		
15149	11/23/2011	Open			Accounts Payable	Veronica M. Gonzalez	\$1,475.00		
15150	11/23/2011	Open			Accounts Payable	Wednesday Journal, Inc.	\$395.00		
15151	11/23/2011	Open			Accounts Payable	West Suburban Juvenile Officers Association	\$150.00		
15152	11/23/2011	Open			Accounts Payable	WNUK	\$5,395.00		
15153	11/23/2011	Open			Accounts Payable	Yolanda Zarco	\$1,475.00		
15154	11/23/2011	Open			Accounts Payable	Zee Medical, Inc.	\$83.50		
Type Check Totals:									
01 - General Cash Totals								\$431,244.85	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	183	\$431,244.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	183	\$431,244.85	\$0.00

Payment Register

From Payment Date: 11/19/2010 - To Payment Date: 11/23/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	183	\$431,244.85	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	183	\$431,244.85	\$0.00	
Grand Totals:					Checks	Status	Count	Transaction Amount	Reconciled Amount
					Open	183	\$431,244.85	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	183	\$431,244.85	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	183	\$431,244.85	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	183	\$431,244.85	\$0.00	

American Express payments Wire transfers
 Waste Mgmt — \$337,193.65
 City of Chicago Water — \$361,665.00

K-3
Robert J. Lovero
Mayor



Collections and
Licensing

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 749-8910
www.berwyn.il.gov

November 17, 2011

Honorable Mayor Robert J. Lovero
And Members of the City Council
Berwyn City Hall
Berwyn, Illinois 60402

Dear Mayor and Council Members:

Attached please find a list of business licenses which were issued by the Collection and Licensing department for the month of October, 2011. Included are; storefronts, phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending as well as businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Susan Bradley
For John Wysocki
Finance Director

BERWYN BUSINESSES - LICENSED IN OCTOBER, 2011 (STOREFRONTS)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
RS Beverage, Corp.	2137 Euclid, Unit 2	Ricardo Sanchez	Beverage Distribution (866) 496-2090

**BUSINESS LICENSES ISSUED FOR OCTOBER, 2011
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Tri-State Carpet & Décor	1525 Fleetwood, Elgin	Tri-State Carpet & Decorating	Contractor (Flooring, Tile, Carpet, Wood, Etc)
Bridgeport Doors, Inc.	12512 72nd, Palos Hgts	Bridgeport Doors, Inc.	Conjtractor (Garage Door Installation)
Seccure Rite	4923 95th, Oak Lawn	Robert Krueger	Contractor (General)
Shannon's Maintenance	8121 44th, Lyons	Shannon's Maint. Serv. Inc.	Contractor (Handyman/Hvac)
J. Paluch Construction	5828 83rd, Burbank	J. Paluch Construction, Inc.	Contractor (Window & Door Installation)

Application Review

Business Name	Address	Last Update	Phone	ID #
<i>Raymond's Tacos and Burritos</i> 6401 W. 34th Street	Berwyn IL 60402	7/8/2010	(708)	12365
Total Businesses				1

Application Pending

Business	Name	Address	Last Update	Phone	ID #
<i>Andies Investment</i>				(708) 795-2909	12367
6847 W.	Cermak Road	Berwyn IL 60402	7/8/2010		
<i>Logniappe, LLC</i>				(312) 651-2037	11541
2905 S.	Ridgeland Avenue	Berwyn IL 60402	7/8/2010		
Total Businesses					2

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>Antrollio's Bar & Grill</i> 6317-19 W. Roosevelt Road Berwyn IL 60402		2/9/2011	(708)	10764
<i>Baig Mgmt. Inc./Minuteman Gas-Food Mart</i> 1546 South Lombard Avenue Berwyn IL 60402		9/22/2011	(708) 637-4644	12741
<i>Carniceria El Compa Inc</i> 6706 W. 16th St. Berwyn IL 60402		11/16/2011	(708) 788-5877	12864
<i>Cigal Concepts Inc.</i> 6948 W. Windsor Ave. Berwyn IL 60402		11/8/2011		12862
<i>Enterprise Rent -a- Car</i> 6301 W. Ogden Avenue Berwyn IL 60402		9/29/2011	(708) 749-2000	12778
<i>K ' Natural Inc.</i> 6610 W. Cermak Rd. Berwyn IL 60402		6/9/2011	(708) 788-7900	12533
<i>Leo's Auto Group Inc.</i> 6245 W. Ogden Ave. Berwyn IL 60402		11/15/2011	(708) 788-8001	12873
<i>Munoz Medical Center LLC</i> 3100 South Oak Park Avenue Berwyn IL 60402		8/22/2011	(708) 484-2600	12702
<i>Puv Realtors</i> 6308 W. Cermak Road Berwyn IL 60402		4/1/2011	(708) 795-7100	10965
<i>Perception Lounge</i> 6814 W. Windsor Avenue Berwyn IL 60402		11/1/2011		12845
<i>Roosevelt Bar Inc.</i> 7005 W. Roosevelt Road. Berwyn IL 60402		11/1/2011	(708) 393-2596	12725
<i>Selective Services Chicago Corp.</i> 2707 S. Ridgeland Ave. Berwyn IL 60402		11/17/2011	(708) 317-5005	12879
<i>Union Arms Company</i> 6340 W. 26th Street Berwyn IL 60402		8/30/2010	(708) 646-5605	12366
<i>Zalni Food Inc.</i> 6830 W. Cermak Rd. Berwyn IL 60402		11/3/2011		12857
Total Businesses				14