

AGENDA
BERWYN CITY COUNCIL

March 13, 2018
8:00 PM

The Mayor and City Council welcome you.

Please note: comments are permitted only during Open Forum and only for items not already on the agenda.

When called upon by the Mayor, kindly state your name and address for the record. Thank you for your participation.

A. Pledge of Allegiance and Moment of Silence

B. Open Forum

C. Approval of Minutes

1. Regular City Council and Committee of the Whole meetings held on 2/27/2018

D. Bid Openings

E. Berwyn Development Corp., Berwyn Township/Health District

1. Consideration for Loan Approval: The Berwyn Bottega
2. Request to Hold Route 66 Car Show and Close Ogden Avenue

F. Reports from the Mayor

1. Appointment of Treasurer Cynthia Gutierrez to Fire Pension Board and Police Pension Board
2. Economic Incentive Agreement for Tony's Finer Foods – Fresh Market

G. Reports from the Clerk

H. Zoning Boards of Appeals

I. Reports from the Aldermen, Committees and Board

1. Ramirez: Damage to Public Property by a City Snow Plow
2. Budget, Finance & Revenue Committee: Minutes of Committee Meetings Held On 3/1/18 and 3/6/18

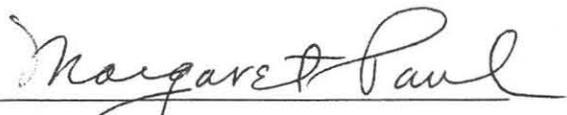
J. Reports from the Staff

1. Police Chief: Department Operations Study RFP Update
2. Recreation Director: Resolution for Annual Baseball Parade on April 28, 2018
3. Fire Chief: Request for Approval of Intergovernmental Agreement for Automatic Mutual Aid Fire Protection
4. Finance Director: Notice of Public Hearing for 2018 Budget
5. Public Works Director: Resolution for Road Improvements to Riverside Drive in the Amount of \$620,000.00
6. Public Works Director: Resolution for Sidewalk Improvements to Riverside Dr. in the Amount of \$105,000.00
7. Public Works Director: Approval for Construction and Design Agreement with Novotny Engineering for Riverside Drive
8. Public Works Director: Approval for Sidewalks Agreement with Novotny Engineering for Riverside Drive
9. City Administrator: Approval of Waste Management Contract 2019 through 2023
10. City Administrator: Resolution of Continued Support and Participation in West Cook County Solid Waste Program

K. Consent Agenda

1. Payroll: 3/7/2018 in the amount of \$1,206,733.94
2. Payables: 3/13/2018 in the amount of \$1,435,488.19
3. Chicago International Christian Church: Solicit Funds March 17, 24, 31 of 2018
4. St. Mary of Celle: Way of the Cross procession 3/30/2018
5. Christian Congregation of Jehovah's Witnesses: Community Service April – June, 2018
6. Building & Local Improvement Permits issued for the month of February, 2018

Total Items: 23



Margaret Paul, City Clerk



BERWYN CITY COUNCIL
MINUTES of the COMMITTEE OF THE WHOLE
FEBRUARY 27, 2018

Mayor Lovero called the Committee of the Whole to order at 6:00 p.m. A roll call was taken. The following Aldermen answered present: Ramirez, Reardon, Fejt, Santoy, and Avila

1. Avila made the motion, seconded by Lennon, to excuse Alderman Garcia. The motion passed on a voice vote. Note: Garcia was present at 6:35 p.m.
2. Mayor Lovero introduced the agenda topic: **Impact Fees**. He then recognized attorney James Vasselli of the Del Galdo law group who provided an overview of Impact Fees that included the constitutionality of imposing the fees. Mayor Lovero advised that his staff is doing work to explore the feasibility of imposing impact fees on Trinity Health Care and Loyola Hospital once their purchase of MacNeal Hospital is completed. The Mayor recognized City Administrator Brian Pabst who advised the Council on his initial research into Community Benefits Agreements. A discussion ensued with regard to the tax impact that Berwyn residents will absorb as a result of the hospital's status change from For-profit to Non-profit.
3. Mayor Lovero introduced the topic: **1and ¾ inch Side Yard Setback Variation – 2825 S. Harvey**. City Council referred this to the Committee of the Whole on February 13, 2018. The Mayor recognized Alderman Fejt who provided a chronology of events and background of the issues regarding the construction of this home. Mayor Lovero provided additional information concerning his knowledge of events and recognized City Building Director Charles Lazzara.

Mr. Lazzara provided the Aldermen with a copy of the Building Department's permit log for the property and a copy of a handwritten report identified as being from Mr. Don Morris dated October 25, 2017. Alderman Lennon provided pictures of the property which were passed among the Aldermen. Mr. Lazzara advised that Mr. Morris was no longer working for the City of Berwyn. Mr. Lazzara acknowledged that a Stop Work Order was placed on further construction by the Building Department. He further acknowledged that he allowed the builder to continue construction despite the official Stop Work Order.

Discussion ensued concerning the chronology of events, the Zoning Board report submitted with the communication to City Council for consideration on the 2/13/2018 agenda, actions taken by Mr. Morris and Mr. Lazzara, and the imposition of a fine against the builder for the building violation. Then Alderman Garcia recommended a fine of \$2,500 to be assessed and an expression of encouragement to the builder to pay for the relocation of the neighboring fence. This suggestion met with approval by the Aldermen.

4. At the request of the Mayor, Avila made a motion, seconded by Garcia, to go into Closed Committee of the Whole for discussion of pending litigation. The motion passed by a voice vote. The Council adjourned to go into closed session at 7:18 p.m.

COMMITTEE OF THE WHOLE MINUTES
FEBRUARY 27, 2018

5. The Council returned to the open session at 7:40 p.m. Santoy immediately made the motion, seconded by Avila, to adjourn the Committee of the Whole. The motion passed by voice vote.
6. The Committee of the Whole was adjourned at 7:40 p.m.

Respectfully submitted,



Margaret Paul, City Clerk



MINUTES
Regular Berwyn City Council Meeting
February 27, 2018

1. The Regular Meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. The following Aldermen responded present upon the call of the roll: Lennon, Ramirez, Reardon, Fejt, Santoy, Ruiz, Avila and Garcia.
2. The Pledge of Allegiance was recited. A moment of silence was given for the families of Robert W. Cenek and Pearl M. Mikl, for the safety of the men and women protecting us on the streets of Berwyn, for those who are in the Armed Forces, and for all Veterans who have served.
3. The Open Forum portion of the meeting was announced. The Mayor recognized members of Youth Crossroads who gave a presentation to seek funding for their upcoming service trip to Houston to aid Houston residents devastated by recent hurricanes. Lennon thanked Susan Mazany from the Greater Chapter of the Association of Legal Administration for the recent in-kind donations to the city. Ramirez announced a 2nd Ward meeting on March 15th at 6:30 at Unity Lutheran Church. Reardon announced a 3rd Ward meeting on March 15th at 6:30 pm. Santoy announced future 5th Ward meetings on the third Thursdays of each month until October at 6:30 pm at Hett Park. Ruiz announced a 6th Ward meeting on March 15th at 6:30 pm at the Italian American Civic Organization.
4. The Minutes of the regular Berwyn City Council and of the Committee of the Whole meetings held on February 13, 2018 were submitted. Thereafter, Avila made a motion, seconded by Fejt, to approve the minutes as submitted and place same on file for audit. The motion carried by a voice vote.
5. Deferred item from the Zoning, Planning and Development Commission regarding a request for variation and ordinance entitled: **An Ordinance Approving a Variation to Build a Single-Family Residence that Encroaches 1¾ Inches into the Side Yard Setback on Property Located within the R-1 Single-Family Residence Zoning District, at the Address Commonly Known as 2825 S. Harvey Avenue, Berwyn, Illinois – Alex Godinez.** Thereafter, Fejt made a motion, seconded by Ruiz, to concur, **adopt** the ordinance, issue a \$2,500 fine and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
6. Deferred item from the Zoning, Planning and Development Commission regarding a request for variation and ordinance entitled: **An Ordinance Approving a Variation to Build a Permitted Two-Family Residence on a Twenty-Five Foot Wide Lot within the R-3 Two-Family Residence Zoning District at the Address Commonly Known as 1514 S. Grove Avenue, Berwyn, Illinois – Felicita Wojtasik.** Thereafter, Avila made a motion, seconded by Santoy, to concur, **adopt** the ordinance and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
7. Public Works Director Robert Schiller submitted a communication requesting authorization of Emergency Expenditure for clearing of 655 alleys. Thereafter, Lennon made a motion, seconded by Avila, to concur and approve payment in an amount not to exceed \$22,907. The motion carried by a unanimous roll call vote.
8. Interim Library Director Tammy Sheedy submitted a communication requesting authorization to advertise and hire library staff to fill the vacancies of Library Page Collection Management (15 hours); Library Assistant I Audio Visual (20 hours) and Library II Collection Management (40 hours). Mayor Lovero stated that the 2018 budget had not yet been passed and therefor, the position of Library II Collection Management should be deferred. Thereafter, Lennon made a motion, seconded by Reardon, to amend the communication on its face to defer approval of the latter position and authorize the advertising of the two positions as requested. The motion carried by a unanimous roll call vote.
9. The consent agenda with items K-1 through K-6 were submitted:
 1. Payroll: 2/21/2018 \$1,149,381.49
 2. Payables: 2/27/2018 \$710,145.96

Berwyn City Council Minutes
February 27, 2018

3. Commodore Barry Post 256: Participation in the Green Mile Pub 3/16/2018
 4. Emerson School: Family Literacy Night 4/24/2018
 5. Collection & Licensing Reports for the month of January, 2018
 6. Handicap Parking Application #1189 – 3801 S. Wenonah – Override to Approve Space
- Thereafter, Avila made a motion, seconded by Ruiz, to concur and approve the Consent Agenda as presented by omnibus vote designation. The motion carried by a voice vote.
10. Alderman Fejt called a Building & Zoning Committee meeting for March 6th at 5:30 pm at City Hall. Alderman Santoy called a Budget & Finance Committee meeting for March 1st and 6th, 2018 at 6:30 pm at City Hall, as previously called.
 11. There being no further business to come before the Council, Avila made the motion, seconded by Lennon, to adjourn at the hour of 8:17 p.m. The motion carried by a voice vote.

Respectfully submitted,


Margaret Paul, City Clerk



EI

March 7, 2018

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

Re: Consideration for Loan Approval, The Berwyn Bottega

Dear Mayor and Members of the City Council,

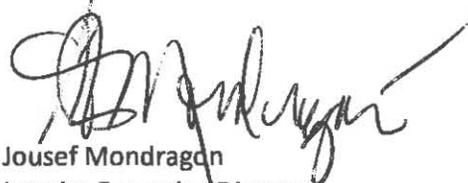
The Berwyn Development Corporation's Board of Directors and Commercial Loan Commission have reviewed and provided a recommendation for a new loan to The Berwyn Bottega which would be located at 6714 Cermak Road. Loan proceeds would be for the acquisition of the building and renovation of the interior space. The acquisition would create a new business on Cermak Road, occupying a longstanding vacant space that is in need of building code upgrades.

A local resident with two business partners has created this startup. This is a new business concept (small special event space rented by the hour) that has been successful in Chicago and other densely populated areas. The applicants have actually been approved for a loan for this concept at a different location, but unfortunately they were unable to close on the property due to miscommunication during the final stages of the transaction. The new location on Cermak is actually better equipped to accommodate their business' needs such as space and parking. Attached is the executive summary from their business plan.

The request is for \$150,000 which would be used for acquiring and renovating the building at 6714 Cermak Road. They have agreed to terms on a purchase price of \$139,000, and a licensed contractor has estimated a renovation budget of \$38,900. The business has the needed equity for the remainder and will use additional owner equity for any expenses in excess of \$150,000 and start-up capital. These funds have been verified by the BDC. The Berwyn Development Corporation has reviewed the business plan, financial history of the business partners, credit rating, and sales contract as part of the loan application review process. The recently appraised value of the property stands at \$265,000 as is which allows for a great loan to value ratio. Additionally, the Loan Commission reviewed the debt service ratio to ensure the ability to repay the loan based on the submitted business plan.

The recommended terms of the application is a five (5) year commercial loan, priced at BDC prime rate plus 2; with a floor of 7% APR which is adjusted annually and amortized over a twenty (20) year period. The collateral for the loan is the property of 6714 Cermak Road, Berwyn, IL, personal guarantees of the three business owners, and security interest on any business assets. Based on the performance of the Borrower, this loan would be eligible for loan renewal(s) up to the 20 year amortization. The BDC would have special legal counsel draft the needed loan documents for the protection of the City and BDC.

Respectfully submitted for your consideration,



Jousef Mondragon
Interim Executive Director

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



March 7, 2018

*Priscilla Lopez
6348 13th
Berwyn, IL 60402*

*Gerardo Diaz
21570 Redwood Ln, Apt E
Watertown, NY 13601*

*Aris Avanesian
452 Norman Ct
Des Plaines, IL 60016*

*Berwyn Development Corporation Commercial Loan Application Conditional Preliminary
Commitment Letter*

Dear Priscilla, Aris, and Gerardo:

We are pleased to offer you the following conditional loan commitment for the acquisition of 6714 West Cermak Road in order to establish your business for a total loan of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00). This is subject to and satisfaction of the conditions set forth below along with BDC Board of Director's approval and Berwyn City Council approval:

BORROWER

The Berwyn Bottega

Priscilla Lopez, Aris Avanesian, and Gerardo Diaz (business owners and personal)

LOAN AMOUNT

Total of loan proceeds to not exceed \$150,000.00, which is eighty percent (80%) loan to total cost of the property.

- A) ONE HUNDRED FORTY FIVE THOUSAND AND 00/100 DOLLARS (\$145,000.00) as proceeds to be used for the acquisition and remodeling of 6714 West Cermak Road.
- B) FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) as proceeds to pay for funding the loan.

COLLATERAL/SECURITY

- A) A 1st Real Estate Mortgage on property located at 6714 West Cermak Road, Berwyn, IL 60402. The final legal description of property to be mortgaged must be satisfactory to the Berwyn Development Corporation.
- B) 1st lien security interest on the business assets of The Berwyn Bottega.
- C) Assignment of rent from the aforementioned property.
- D) Personal guaranties of Priscilla Lopez, Aris Avanesian, and Gerardo Diaz.

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ADDITIONAL CONDITIONS

- A) Approval by the Berwyn City Council.
- B) Verification of fully paid tax receipts for the collateralized properties prior to loan closing.
- C) Buildout will be funded through a construction escrow with up to three (3) draws.
- D) Property taxes to be escrowed with monthly BDC payment.

INTEREST RATE AND TERM

Five (5) year commercial loan, priced at a fixed rate of 7%, fully amortized over a twenty (20) year period.

GUARANTORS

Unlimited Unsecured Guarantee of Priscilla Lopez, Aris Avanesian, and Gerardo Diaz.

FINANCIAL STATEMENTS

Borrower shall maintain its present business form and organization, comply with all applicable laws, and continue to conduct and operate its business substantially as conducted and operated at present.

TITLE INSURANCE

Commitment for mortgage title insurance, without exceptions, satisfactory to the Berwyn Development Corporation to be furnished. The final mortgage title insurance policy to show clear title to be in the Borrower's name and will insure the Berwyn Development Corporation in the principal amount of the loan as having a first security interest in the property at *6714 West Cermak Road, Berwyn, IL 60402*.

COSTS

It is understood that the mortgagor shall pay all costs pertaining to this loan which may include the following: processing fee, mortgage title insurance policy, appraisal, survey, legal, recording fees, and any other incidental expenses as may be required by the Berwyn Development Corporation or the Berwyn Development Corporation's attorney which are estimated at \$5,000.00

HAZARD INSURANCE

Borrower will also be required to provide Hazard Insurance in an amount equal to the full replacement value of the collateral, but in no event less than the amount of the Loan. An insurance company satisfactory shall provide the policy to the Berwyn Development Corporation. All Risk extended coverage endorsements is required. Borrower will be required to provide a letter from an authorized agent stating that all premiums are paid and that the policy is in full force and effect. The Berwyn Development Corporation is to be properly designated in a Lender's Loss Payable Clause and Standard Mortgage Clause as Mortgagee under the policy. In addition, all cancellation clauses shall provide that the

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Berwyn Development Corporation be given thirty (30) days written notice prior to any cancellation, termination, or policy expiration.

COMMITMENT ACCEPTANCE

Upon your acceptance and proof of conditions outlined above, the Berwyn Development Corporation will proceed with processing the application for final and ultimate approval by the BDC Board of Directors and Berwyn City Council. Terms and conditions will be set by loan documents prepared after final approval. Please acknowledge your acceptance below as indicated and return it to our office at 3322 Oak Park Ave. Berwyn, IL 60402. If you have any questions about any material contained in this commitment, feel free to contact me at (708)788-8100.

Sincerely,

A handwritten signature in black ink, appearing to read "Jousef Mondragon", is written over a faint, illegible printed name.

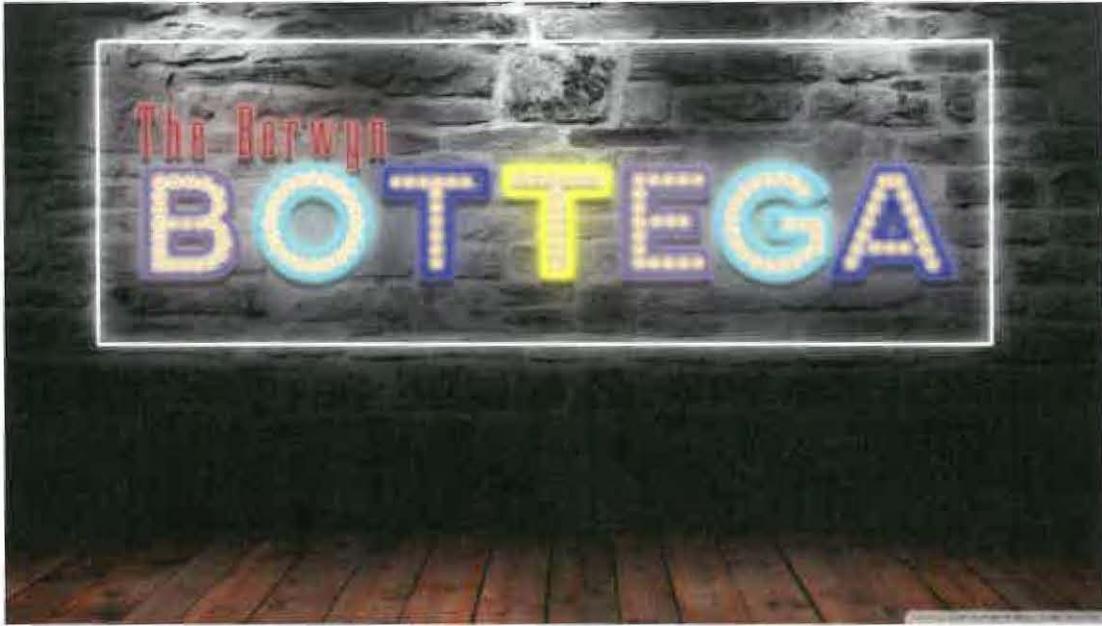
Jousef Mondragon
Interim Executive Director

Accepted by:
By: _____
Borrower Date: _____

Accepted by:
By: _____
Borrower Date: _____

Accepted by:
By: _____
Borrower Date: _____

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6712-14 W. Cermak Rd., Berwyn, IL, 60402

EXECUTIVE SUMMARY

The Berwyn Bottega is excited to launch a startup to introduce a unique, versatile and creative event space in Berwyn.

The event space rental industry has shifted in recent years, and the current trend lies in shared or peer-to-peer concepts. People lack the space to host events; small businesses can't afford prices of hotel conference rooms, artists need an affordable space to showcase their work and the average person does not want to overpay for a large banquet hall. This is especially true in the highly populated Chicagoland area with dense rental communities. People demand availability, customizable pricing and space versatility, The Berwyn Bottega plans on giving them all those things.

This new concept allows The Berwyn area to diversify its business portfolio and strengthen its image as a growing dining, arts and entertainment destination. We envision an event space that can be used for any occasion: formal, private gatherings, entrepreneurial workspace, creative showcases, etc. This concept has seen great success in various other cities including within Chicago's city limits. However nothing like this exists in Berwyn and we are confident there will be even greater success in the City of Homes.

ABOUT THE BERWYN BOTTEGA PARTNERSHIP

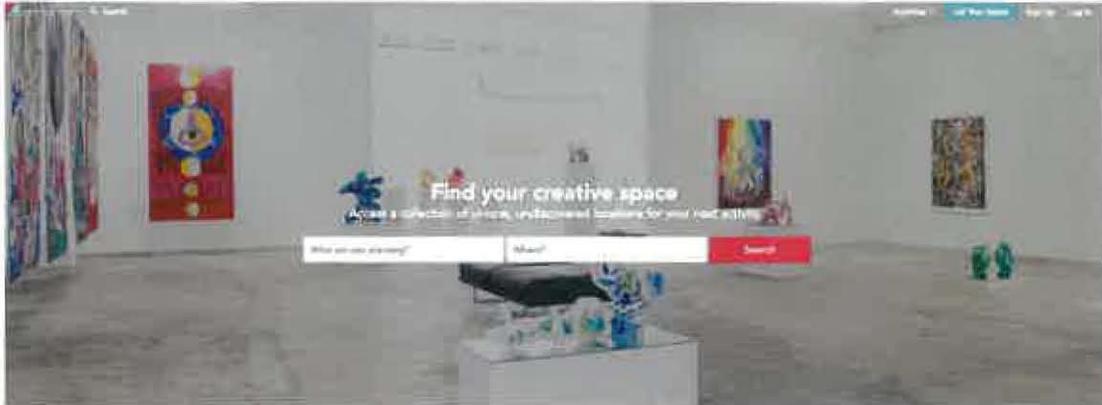
The Berwyn Bottega is an event and creative space rental start-up founded in September 2017 through a mutual partnership between family and friends.

Priscilla Grace Lopez – A Berwynite young professional turned entrepreneur. Priscilla is a natural creative with a keen sense for marketing. Her expertise is primarily in public relations and communications but has experience in journalism, digital storytelling, market research and business management. Her interests include hospitality and empowering young women through her blog, Latinaism.com. As co-owner and event coordinator, she is responsible for executing marketing and communication strategy and managing day-to-day business.

Gerardo Diaz – A Chicago Northsider for most of his childhood and lived in the Cicero and Berwyn area for most of his adult life undocumented. Despite all the challenges that came along he managed to graduate from the University of Illinois at Chicago and maintained a career in engineering. After noticing that his life goals were not coming to a realization soon enough, he decided to bet on himself and became the founder and co-owner of Los Amigos Mexican Restaurant in Evans Mills, NY. Having found great success in the service industry, he continues to look for more opportunities to bring people together because he believes that something that will not get old. He brings knowledge of starting from the ground up, and the "failing is not an option" attitude.

Aris Avanesian – Born and raised in Des Plaines, Ill., the city of destiny, Aris has had an entrepreneurial spirit from a young age that drove him into many ventures since his youth. Being a conceptual thinker, he pursued and graduated from the Illinois Institute of Technology with an engineering degree. Soon after earned his Professional Engineer (PE) license. Aris continues to consult in his practice, in addition, to continuously seeking investment opportunities.

MARKET TRENDS



THE NEW NARRATIVE IN THE EVENTS INDUSTRY

- Event spaces as unique as each host are better for events than ballrooms or boardrooms. Among its users, are a large number of entrepreneurs, photographers, artists, and employees from the nation's largest businesses.

THE RISE OF A SHARING ECONOMY

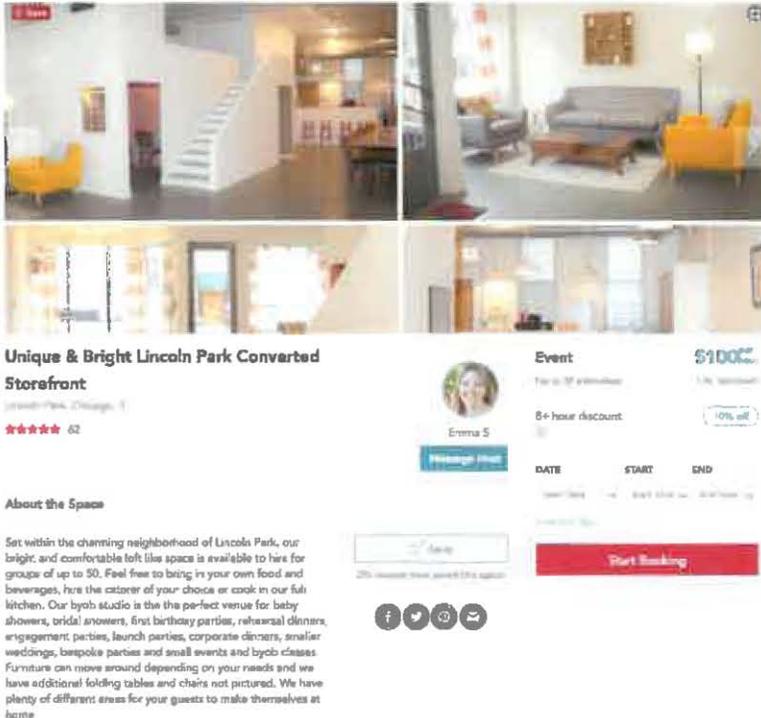
- The rise in consumers raises the demand for spaces. Space is the new tradable commodity in today's popular sharing economy, especially in high density living areas.

THE FAST-GROWING MARKETPLACE

- There's a fast-growing online marketplace for renting meeting spaces and other event locations. One of the most successful companies to expand on this idea for commercial spaces is Peerspace. The San Francisco-based company is an online marketplace listing an array of spaces for companies or individuals that can rent by the hour, day, week, or even month. Having found success in the West Coast they moved down to the East Coast, and 2016 marked its arrival in the Midwest in Chicago. The Peerspace marketplace grew 70% over the third quarter in 2015 and nearly 1000% year over year over the first three quarters of 2014. Many hosts who list their spaces, including galleries, warehouses and studios are earning over \$5,000 in payouts per week. And over a third of guests are now regular users of the marketplace, as reported on Crowdfunder.com's November 2015 article.

CASE STUDY

One successful example of a venue dedicated to this shared space business model is Hummingbird Studios in Lincoln Park, Chicago.



Unique & Bright Lincoln Park Converted Storefront
Lincoln Park, Chicago, IL
★★★★★ 62

About the Space
Set within the charming neighborhood of Lincoln Park, our bright and comfortable loft like space is available to hire for groups of up to 50. Feel free to bring in your own food and beverages, hire the caterer of your choice or cook in our full kitchen. Our byob studio is the the perfect venue for baby showers, bridal showers, first birthday parties, rehearsal dinners, engagement parties, launch parties, corporate dinners, smaller weddings, bespoke parties and small events and byob classes. Furniture can move around depending on your needs and we have additional folding tables and chairs not pictured. We have plenty of different areas for your guests to make themselves at home.

Event
Price of reservation: \$1000/night
10% off
8+ hour discount

DATE	START	END
10/27/18	12:00 PM	12:00 AM

Start Booking

- Converted 1,000 sq. ft. store front space with full kitchen offers base hourly rate for parties of 50 or less at a time
- Customizable pricing available based on guests' needs
- Less than a year in business, but already sees steady growth with consistent positive revenue generating up to 15,000 a month
- Events vary from private parties to workshops



E2

March 13, 2018

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

Re: Route 66 Car Show
Request to Hold Show and Close Ogden Avenue

Ladies and Gentlemen:

On behalf of the Berwyn Preservation of Historic Route 66, a committee of the Berwyn Development Corporation, we are pleased to request City Council approval to hold the 28th Annual Route 66 Car Show and to close Ogden Avenue, between Ridgeland and Oak Park Avenue, on Saturday, August 25, 2018 from 6:00 a.m. to 5:00 p.m.

Your past support has contributed to making this event a tremendous success for the Berwyn community. Anticipating your approval of the attached Resolution, we will forward the same to the Illinois Department of Transportation for their final approval of the street closing.

Thank you for your assistance regarding this important project. The Route 66 Car Show will continue to grow in popularity, providing a great source of family fun for area residents and helping all of us promote the good things happening in Berwyn.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Jousef Mondragon". The signature is fluid and cursive, with a long, sweeping line extending from the end of the name.

Richard Jousef Mondragon
Interim Executive Director

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Fax: 708.788.0966
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RESOLUTION

Whereas, the Berwyn Development Corporation's Route 66 Car Show Committee of the City of Berwyn, Illinois desires to hold their 28th Annual Route 66 Car Show on Route 34, also known as U.S. Route 66, on August 25, 2018, from 6 a.m. to 5 p.m.

Whereas, said event will require the closing of Route 34 completely between Ridgeland Avenue and Oak Park Avenue, and

Whereas, The State of Illinois requires the City of Berwyn to assume all responsibility and liability involved in the closing of said highway.

Now, Therefore, Be It Resolved that the City of Berwyn will assume full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of said State route.

It is further agreed that efficient, all-weather detours will be maintained, conspicuously marked, and judiciously patrolled for the benefit of traffic deviated from the State route.

Adopted by the City Council of Berwyn this _____ day of _____, 2018

Mayor _____

Attest _____ City Clerk

March 13, 2018



Pace Suburban Bus
550 W. Algonquin Road
Arlington Heights, IL 60005

Attention: Erik Llewellyn

RE: OGDEN AVENUE STREET CLOSING

After receiving permission from the City of Berwyn and IDOT, this letter serves as notice that Ogden Avenue will be closed to all traffic on Saturday, August 25, 2018, from 5:00 a.m. to approximately 5:00 p.m. due to the annual Route 66 Car Show.

West and east bound truck detours will be as follows:

Ridgeland Avenue south to 39th, west on 39th to Oak Park, north to Ogden

OGDEN WILL BE CLOSED FROM OAK PARK – RIDGELAND. BOTH OF THOSE STREETS WILL BE OPEN FOR NORTH-SOUTHBOUND TRAFFIC.

If you need further information, please call me at the Berwyn Development Corporation at (708) 788-8100 or email sandeb@berwyn.net

Thank you for your attention to this matter.

Sincerely,

Sande Brennan

Sande Brennan
Special Events Coordinator

The City of Berwyn



Robert J. Lovero
Mayor

FI

A Century of Progress with Pride

March 13, 2018

Members of City Council

Re: Appointment to Fire Pension Board & Police Pension Board

Council Members:

Assistant Finance Director, Benjamin Daish, has resigned from his position on the Fire Pension Board and the Police Pension Board effective March 13, 2018

I am asking City Council to concur with my appointment of Berwyn City Treasurer, Cynthia Gutierrez, as a voting member on both Fire Pension and Police Pension Boards. Cynthia Gutierrez will complete Ben Daish's terms as follows:

Fire Pension Board from *03/13/2018 to 05/01/2020*

Police Pension Board from *03/13/2018 to 04/29/2019*

Thank you for your anticipated cooperation and consent.

Respectfully,

Robert J. Lovero
Mayor

The City of Berwyn



Robert J. Lovero
Mayor

F2

A Century of Progress with Pride

March 13, 2018

Members of City Council

Re: Tony's Finer Foods-Fresh Market, 7111 W. Cermak Road, Economic Incentive Agreement

Council Members:

Please find the attached Economic Incentive Agreement pertaining to the above captioned grocery store which will be relocating at 7111 W. Cermak Rd. It has taken a lot of hard work on behalf of the Mayor's Office and staff, the Berwyn Development Corporation's Executive Director, Tony Griffin and staff, the Cermak Plaza owners and the owners of Tony's Finer Foods-Fresh Market. I applaud everyone's cooperation in filling the vacancy and appreciate the cooperation of this City Council in understanding the financial implications involved in this transaction.

Therefore, I take great pleasure in presenting the Economic Incentive Agreement and ask Council to approve and authorize the execution of this agreement.

Respectfully,

Robert J. Lovero
Mayor

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CERTAIN AGREEMENT WITH TONY'S FINER FOODS TO PROVIDE ECONOMIC INCENTIVES FOR THE REDEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

Robert J. Lovero, Mayor
Margaret Paul, City Clerk

James "Scott" Lennon
Jose Ramirez
Jeanine Reardon
Robert Fejt
Cesar A. Santoy
Alicia Ruiz
Rafael Avila
Edgar Garcia
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on March ____, 2018.

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CERTAIN AGREEMENT WITH TONY'S FINER FOODS TO PROVIDE ECONOMIC INCENTIVES FOR THE REDEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

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

WHEREAS, the City is authorized under provisions of the Illinois Constitution of 1970 to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law and to use public funds for public purposes, and is further authorized by state law to enter into sales tax sharing agreements whereby the City will share certain sales tax proceeds with a retailer to incentivize the retailer to expand its operations within the City; and

WHEREAS, Tony's Finer Foods ("Tony's") proposes to redevelop a vacant portion of a shopping center (the "Property"), which is legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Tony's specifically intends to develop the vacant shopping center space with a new Tony's retail/grocery store (the "Tony's Store") on the Property, (hereinafter collectively referred to as the "Project"); and

WHEREAS, the City has determined that the development of retail operations such as those proposed by Tony's is a highly competitive endeavor, and that the successful completion of the Tony's Store at the Property at this time necessitates the use of a variety of incentives and approvals,

including, but not limited to, the payment of retailers' occupation tax incentives as permitted by state law; and

WHEREAS, Tony's cannot successfully undertake the Project or any substantially and functionally equivalent development of the Property without the ability to obtain retailers' occupation tax incentives pursuant to the City's home rule powers; and

WHEREAS, after due and careful consideration, the City has determined that it is in the best interests of the City to enter into an agreement to provide economic incentives to Tony's for the Project (the "Agreement"), attached hereto and incorporated herein as Exhibit B, pursuant to its authority as a home rule unit of local government and pursuant to the terms and conditions set forth therein; and

WHEREAS, the Mayor and the City Council (collectively, the "Corporate Authorities") recognize that, but for the economic assistance to be provided by the City, the redevelopment of the Property would not be economically viable; and

WHEREAS, the Corporate Authorities have determined that the redevelopment of the Property is in the best interests of the City as it will, among other things, aid the City in: (a) creating and retaining job opportunities; (b) furthering the development of adjacent areas; (c) strengthening the commercial sector of the City; and (d) enhancing the tax base of the City; and

WHEREAS, the Corporate Authorities find that it is necessary for the economic vitality of the City that the City execute, enter into and approve 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's legal counsel is authorized to revise agreements for the City making such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel;

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

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

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

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

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

Section 5. The Mayor is hereby authorized and directed to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel, and the City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

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

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

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

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

[Remainder of page intentionally left blank.]

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this

_____ day of March 2018, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Lennon				
Ramirez				
Reardon				
Fejt				
Santoy				
Ruiz				
Avila				
Garcia				
(Mayor Lovero)				
TOTAL				

APPROVED this _____ day of March 2018.

Robert J. Lovero
MAYOR

ATTEST:

Margaret Paul
CITY CLERK

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

CERMAK PLAZA SHOPPING CENTER
COOK COUNTY - BERWYN, ILLINOIS

PROPERTY DESCRIPTION

THAT PART OF LOT 1 (EXCEPT THOSE PARTS FALLING IN STREET) OF THE CIRCUIT COURT PARTITION OF THE WEST PART OF THE NORTHWEST 1/4 AND THE WEST PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A STRAIGHT LINE RUNNING FROM A POINT IN THE EAST LINE OF SOUTH HARLEM AVENUE, 1590.99 FEET NORTH OF ITS INTERSECTION OF WEST 26TH STREET TO A POINT IN THE WEST LINE OF SOUTH HOME AVENUE, 971.94 FEET SOUTH OF ITS INTERSECTION WITH THE SOUTH LINE OF WEST CERMAK ROAD.

{AND ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JULY 28, 1964 AS DOCUMENT NUMBER 19198042 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST 1/4 CORNER OF SAID SECTION 30, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 30 A DISTANCE OF 1374.29 FEET TO THE EXTENDED WEST LINE OF HOME AVENUE, AS THE SAME IS NOW LOCATED AND ESTABLISHED, THENCE SOUTH ALONG THE WEST LINE OF HOME AVENUE AND THE SAME EXTENDED A DISTANCE OF 60 FEET TO A POINT; THENCE WEST IN A STRAIGHT LINE PARALLEL TO AND DISTANT 60 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM SAID NORTH LINE OF SECTION 30, A DISTANCE OF 286.00 FEET TO A POINT; THENCE SOUTH IN A STRAIGHT LINE MEASURED AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.00 FEET TO A POINT; THENCE WEST IN A STRAIGHT LINE PARALLEL TO AND DISTANT 65.00 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM SAID NORTH LINE OF SECTION 30, A DISTANCE OF 972.86 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 22 MINUTES, 30 SECONDS, A DISTANCE OF 102.51 FEET TO A POINT OF TANGENCY IN THE EAST LINE OF HARLEM AVENUE AS THE SAME IS NOW LOCATED AND ESTABLISHED, DISTANT 50.00 FEET EAST MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID SECTION 30; THENCE WEST IN A STRAIGHT LINE, A DISTANCE OF 50.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 30; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 30; A DISTANCE OF 130.43 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART OF THE ABOVE DESCRIBED PREMISES PREVIOUSLY DEDICATED OR NOW USED FOR HARLEM AVENUE AND CERMAK ROAD), ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B
AGREEMENT

ECONOMIC INCENTIVE AGREEMENT

This Economic Incentive Agreement ("Agreement") is entered into this 3rd day of January, 2018, by and between the CITY OF BERWYN, an Illinois municipal corporation, (the "City") and TONY'S FINER FOODS Enterprises, Inc. an Illinois corporation, ("Tony's") (the City and Tony's may each be referred to as a "Party" and collectively referred to as "Parties").

RECITALS

WHEREAS, the City is a home rule municipality pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970 and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives; and

WHEREAS, the City is authorized under the provisions of Art. VII, Section 10 of the Illinois Constitution of 1970 to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the City is authorized under the provisions of Art. VIII of the State of Illinois Constitution to use public funds for public purposes; and

WHEREAS, the City is additionally authorized by 65 ILCS 5/8-11-20 to grant sales tax rebates under certain circumstances; and

WHEREAS, Tony's is proposing to redevelop a vacant portion of a shopping center. The shopping center is legally described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as the "Property"). Tony's specifically intends to develop the vacant shopping center space with a new Tony's retail /grocery store (the "Tony's Store") on the Property, (hereinafter collectively referred to as the "Project"); and

WHEREAS, the City has determined that the development of retail operations such as those contemplated herein is a highly competitive endeavor, and that the successful completion of the Tony's Store at the Property at this time necessitates the use of a variety of incentives and approvals, including, but not limited to, the payment of retailers' occupation tax incentives permitted by 65 ILCS 5/8-11-20; and

WHEREAS, Tony's cannot successfully undertake the Project or any substantially and functionally equivalent development of the Property without the ability to obtain retailers' occupation tax incentives pursuant to the City's Home Rule Powers; and

WHEREAS, after due and careful consideration, the City has determined that it is in the best interests of the City to enter into this Agreement to provide economic incentives to Tony's for the Project pursuant to its authority as a home rule unit of local government and pursuant to the terms and conditions hereinafter set forth.

WHEREAS, the City, through its corporate authorities, finds:

- (a) That the buildings on the Property have remained; and
- (b) The buildings on the Property including, without limitation, the site of the Tony's Store, provide potential for economic growth in the City; and
- (c) That the Project is expected to create or retain job opportunities within the City; and
- (d) That the Project will serve to further the development of adjacent areas; and
- (e) That without this Agreement and the incentives provided herein, the Project would not be possible; and
- (f) Tony's has submitted documentation to the City proving its credit worthiness; and
- (g) That the Project will strengthen the commercial sector of the City; and
- (h) That the Project will enhance the tax base of the City; and
- (i) That this Agreement is made in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which are hereby mutually acknowledged by the Parties, the City and Tony's hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement as if fully set forth herein. The City specifically makes the following findings of fact:

A. The Tony's Store on the Property is an important development to meet the overall objectives of the City thereby implementing and bringing to completion a significant planned development.

B. The City has complied with all notice procedures and requirements with respect to entering into this Agreement.

C. The City desires to have the Property developed in accordance with and pursuant to this Agreement to cure the blight existing thereon, to promote the health, safety, and welfare of the City and its residents, to prevent the spread of the blighted conditions and characteristics,

to encourage further private investment and development, enhance the City's tax base, to increase employment opportunities for City residents, and enhance the future tax revenues for those overlying taxing bodies that levy taxes on the Property, and within the area.

D. Tony's has represented to the City that, but for a financial contribution from the City provided for herein, the Project is not economically feasible and Tony's would not undertake the Project.

E. The terms of this Agreement are binding on Tony's and any related or successor entity having any financial interest in the Project. Where circumstances warrant, reference to Tony's herein shall apply to Tony's or any related agent, successor or assignee of Tony's.

2. Mutual Assistance.

A. Documents. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as well as the adoption of such ordinances and resolutions as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.

B. Approvals. The Parties shall cooperate fully with each other in completing the Project and in seeking and obtaining from any or all appropriate governmental bodies (whether federal, state, county or local) any necessary permits, entitlements and approvals, required or useful for the improvement of the Property and construction of the Project in and on the Property, or for the provision of services to the Property. Provided, however, this paragraph shall not create any additional obligations or costs to either party not otherwise specifically contemplated in this Agreement. Tony's shall secure all necessary corporate approvals.

C. City Approvals. The City shall issue all permits and approvals necessary for Tony's undertaking of the Project including, without limitation, preliminary plat, building and other permits and certificates of occupancy, provided that Tony's submits all petitions and applications for such permits and approvals and pays all fees required under the Laws as defined below, including, but without limitation, all applicable City ordinances, standards, rules, and regulations. To the extent the City is permitted by Law, the Parties agree to execute all documents and other instruments reasonably required by Tony's lender in connection with the financing of the Project and construction of the Project, provided the same create no additional material obligations upon the City.

3. Tony's Obligations.

A. Development. Tony's, as a material inducement to the City to Incentive Revenue, shall undertake the project to construct an approximately 69,613 square foot full service grocery and general merchandise store on the Property.

a. Notwithstanding anything to the contrary in this Subsection 3.A., Tony's shall construct and install the Tony's Store on the Property in substantial

compliance with the zoning, site plans, architectural plans and elevations, engineering plans, and plats, as appropriate, submitted to and approved by all necessary City commissions, boards, and departments. Tony's shall at all times operate and maintain the Tony's store building in conformance with all applicable City, state, and federal laws, statutes, ordinances, codes, rules, and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes, and life safety codes of the City ("Laws").

Within 30 days of receiving project permitting, Tony's shall commence construction which is expected to take six (6) months.

B. Construction Permits. No construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until Tony's has received approval from all necessary City commissions, boards and departments, and has been issued valid and binding building permits and in accordance with Laws. Further, no business operation or occupancy of the Property may occur prior to the issuance of a valid and binding certificate of occupancy.

C. Fees and Expenses. Tony's shall pay all standard fees assessed on a uniform basis to the City for the Project as provided by ordinance, except for building permits and tap-on fees.

C. Successors or Assigns. Tony's, prior to completion of the Project and substantial occupancy of the Property, shall not make any assignment of its rights, benefits or obligations under the Agreement without the prior written consent of the City, other than transfers or assignments to affiliated entities as defined by Tony's, which shall be permitted without written consent, but listed herein as Exhibit B. Notwithstanding anything herein to the contrary, Tony's may perform a collateral assignment for its construction and permanent financing of the Project.

4. Sales Tax Rebate.

A. Reimbursement to Tony's.

- i. Incentive Provided. Upon the issuance by the City of a certificate of occupancy for the Tony's Store and the occurrence of the opening of the Tony's Store to the general public for business (evidenced by Tony's sale of no less than \$1.00 of goods to a customer), the City shall reimburse Tony's, subject to the provisions of Section 4.D below, a sum equal to Fifty Percent (50%) of the Incentive Revenue (as defined below), to the extent that such revenue was collected from or generated by the Tony's Store and disbursed to the City from the State. The total amount of reimbursements that may be made pursuant to this Agreement to Tony's shall not exceed the sum of Five Million, One Hundred Ninety-Nine Thousand, One Hundred Twenty-Two and No/100 Dollars (\$5,199,122.00) (the "Reimbursement Amount"). Upon the receipt by Tony's of the Reimbursement Amount in Incentive Revenue reimbursement payments hereunder, the right of Tony's to receive Incentive

Revenue (as defined below) payments hereunder shall immediately terminate and become of no further force or effect.

- ii. **Scope of Incentive.** "Incentive Revenue" means (i) total revenue from taxes, less penalties and interest which are paid to the City from the Local Government Tax Fund, as created by an Act of the Illinois General Assembly, 35 ILCS 120/3, as amended, on sales by retailers and servicemen on the Property limited to the Tony's operation; and (ii) all revenues from any taxes, penalties and interest which are paid to the City from the Local Government Tax Fund on sales by retailers and servicemen on the Property limited to the Tony's operation which are intended to replace the current payments to the City from the Local Government Tax Fund, as enacted by law or ordinance of the City and of any governmental authority during the Term of this Agreement.
- iii. **State Limitation.** If the State of Illinois's statutory mechanism for the levy and collection of sales tax revenue becomes inconsistent with this Agreement, then the City shall consult with Tony's and make all reasonable efforts to substitute a mechanism to accomplish the intent of this Agreement within its powers as a home-rule municipality.
- iv. **No Further Action Needed.** Payments shall be made by the City pursuant to this Section without the necessity of any further action by the corporate authorities of the City.
- v. **The payment of the obligations under this Agreement shall not be a general debt or obligation due and owing from the City or charge against its general credit or taxing powers, but shall be payable solely out of the municipal sales taxes (or real estate tax increment, if applicable) after collection of the same as set forth herein as generated by the Tony's Store.**

B. Sales Tax Information; Confidentiality.

- i. **Forms.** Tony's shall prepare and submit such form(s) as may be required from time to time by the Illinois Department of Revenue in order to release all gross revenue and sales tax information to the City.
- ii. **Confidential Information.** The City acknowledges and agrees that the sales tax information to be provided by Tony's hereunder is proprietary and valuable information and that any disclosure or unauthorized use thereof will cause irreparable harm to Tony's. To the extent permitted by law, the City agrees to hold in confidence all sales figures and other information provide by Tony's or obtained from records in connection with this Agreement. The provisions of this Section shall survive the termination of this Agreement.

C. **Term.** Subject to the terms of this Agreement, the City hereby agrees to pay the Incentive Revenue by quarterly payments over a maximum of a twenty five-year period (for sales tax attributable to sales made between the Commencement Date and the end of the "Twenty Fifth Payment Year"). The "First Payment Year" shall be a period commencing on the date the Tony's Store is opened to the general public (the "Commencement Date") and ending on the last day of the same month in the following year. Each subsequent year shall be referred to as a Payment Year and shall begin on the first day of the month following the end of the previous Payment Year. Each quarterly payment shall be made no later than thirty (30) days of Tony's submitting their STI to the Illinois Department of Revenue and to the City of Berwyn's Finance Office Together with each payment made the City shall provide its calculation for determining such payment which shall be solely based on information provided to the City from Tony's that was previously generated from State of Illinois calculations regarding the same. The City will reconcile Tony's STI submittals with information received from the State of Illinois on a triannual basis. If there is any funds due to Tony's then the City will make such payment within 30 days from receipt of State of Illinois report. If any overpayment to Tony's then the City will invoice Tony's of such and Tony's will pay the City of Berwyn within 30 days.

D. **Conditions Precedent to the City's Payment Obligation.** Notwithstanding anything herein to the contrary, the right of Tony's to receive its Incentive Revenue payments contemplated above in Section 3.A. as well as the obligation of the City to make any such payments shall be subject to the satisfaction of following conditions as determined by the City:

- i. Tony's shall obtain final approval relating to the Project. Provided however, the City agrees that in accordance with Law it shall issue all permits and approvals necessary for Tony's completion of the Project including, without limitation building and other permits and certificates of occupancy, provided that Tony's properly submits all petitions and applications for such permits and approvals and pays all fees required under applicable City ordinances, standards, rules, and regulations and Tony's plans for the Project are generally consistent with the conceptual site plan and elevations previously provided by Tony's.
- ii. **Construction.** Tony's shall commence construction of the Project within 30 days of receiving project permitting.
- iii. **Store Opening.** Tony's will open within 30 days of completion of all interior and exterior work to include stocking shelves.
- iv. Receipt of the Incentive Revenue from the State.
- v. Tony's has submitted all appropriate documentation to IDOR and the City of Berwyn in order for the City to receive sales tax receipt information for this project.

vi. Tony's is not otherwise in breach of this Agreement or in violation of Law.

5. **Discontinuance of Tony's Store.** If, prior to the end of the Fifteenth Payment Year, Tony's ceases to operate a Tony's Store on the Property, this Agreement shall automatically terminate (except for Tony's reimbursement obligation stated below). For purposes of this Section 5, temporary cessation due to fire or casualty or other causes beyond the reasonable control of Tony's and a temporary cessation for not more than two hundred seventy days for the purposes of making alterations or repairs shall not be considered a cessation of operations.

In the event this Agreement is terminated in accordance with this Section 5, the Parties agree that the City's sole remedy in addition to the termination of this Agreement shall be the reimbursement by Tony's of a portion of the Incentive Revenue payments previously received by Tony's from the City pursuant to this Agreement. However, in the event that Tony's net sales tax to the City of Berwyn exceeds \$10,400,000 within the payment term then Tony's shall not forfeit the Incentive Revenue received. In the event that the cap is not reached, Tony's will reimburse the City according to the following schedule:

<u>Discontinuance of Operation Occurs</u>	<u>Amount of repayment</u>
• Before the end of the 5 th Payment Year	60% of Incentive Revenue received
• During the 6 th – 10 th Payment Years	40% of Incentive Revenue received
• During the 11 th – 15 th Payment Years	20% of Incentive Revenue received
• During the 16 th – 20 th Payment Years	10% of Incentive Revenue received

6. **Default: Right to Cure.**

A. **Cure.** No Party shall be deemed in default under this Agreement until such Party (the "Breaching Party" for purposes of this paragraph) has failed to cure such default within ten days of receipt of written notice of default from the non-Breaching Party in the case of a monetary default or within thirty days of receipt of written notice of default from the non-Breaching Party in the case of a nonmonetary default. Provided, however, if the nature of such nonmonetary default is such that it cannot reasonably be cured within such thirty-day period, then the Breaching Party shall not be deemed in default if the Breaching Party commences to cure such default within the thirty-day period and thereafter diligently pursues such cure to completion.

A. **Available Remedies.** In the event of a default by the City, subject to the terms and limitations of this Agreement, Tony's may pursue all remedies at law and/or equity for the enforcement of this Agreement. In the event of a default by Tony's, the City may pursue all remedies at law and/or equity for the enforcement of this Agreement, including, without limitation the application of the provisions of Section 5 of this Agreement and the termination of this Agreement and cessation of all payments to be set forth above.

B. Force Majeure. If the performance of any covenant or obligation to be performed under this Agreement by a Party is delayed as a result of circumstances beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, the failure of a third party to fulfill a contractual obligation, strikes or other similar acts) the time for performance and the term of this Agreement shall be extended by the amount of time of such delay.

7. Miscellaneous

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally or (ii) by a reputable overnight courier or (iii) email. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 5.A., each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

The City of Berwyn
6700 26th Street
Berwyn IL, 60402

ATTN: Office of the Mayor

With a copy to:
The Berwyn Development Corporation
3322 South Oak Park Avenue
Berwyn, Illinois 60402
ATTN: Office of the Executive Director

and

The Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, IL, 60402
ATTN: James Vasselli

Notices and communications to the Tony's shall be addressed to, and delivered at, the following address:

Tony's Fresh Market

Attention: Real Estate Department
1220 Bryn Mawr Avenue
Itasca, Illinois 60143
dominickl@tonysfreshmarket.com

With a copy to:

Tony's Fresh Market
Attention: Legal Department
1200 Bryn Mawr Avenue
Itasca, Illinois 60143
Franki@tonysfreshmarket.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law. Provided, however, no recourse under or upon any obligation or covenant of this Agreement or for any claim based thereof shall be made personally against the City's Mayor or Aldermen or the City's employees, officers, agents, contractors and consultants or Tony's directors, managers, employees, agents, contractors and consultants.

D. Non-Waiver. Neither Party shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of either Party to exercise at any time any right granted to such Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect such Party's right to enforce that right or any other right.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, of the State of Illinois.

F. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

H. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

I. **Exhibits.** All Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

J. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

K. **Authority to Execute.** The individuals executing this Agreement represent and warrant that they have the power and authority to do so, and to bind the Parties for whom they are executing the Agreement. In addition, the City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement and the foregoing have been or will be, upon adoption of ordinances authorizing the execution of this Agreement, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

L. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the City or Tony's.

M. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

N. **Police Power.** Nothing in this Agreement shall limit the standard police power functions and protections of the City or the City's right to enforce the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same, the day and year first above written.

THE CITY OF BERWYN,
An Illinois municipal corporation,

By: _____

Its: _____

TONY'S FRESH MARKET,
an Illinois _____

By: Tony's Finer Foods.

Its: General Partner

By:  Tony Ingraffia.

Its: President

EXHIBIT A

[ATTACHED]

CERMAK PLAZA SHOPPING CENTER
COOK COUNTY - BERWYN, ILLINOIS

PROPERTY DESCRIPTION

THAT PART OF LOT 1 (EXCEPT THOSE PARTS FALLING IN STREET) OF THE CIRCUIT COURT PARTITION OF THE WEST PART OF THE NORTHWEST 1/4 AND THE WEST PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A STRAIGHT LINE RUNNING FROM A POINT IN THE EAST LINE OF SOUTH HARLEM AVENUE, 1590.99 FEET NORTH OF ITS INTERSECTION OF WEST 26TH STREET TO A POINT IN THE WEST LINE OF SOUTH HOME AVENUE, 971.94 FEET SOUTH OF ITS INTERSECTION WITH THE SOUTH LINE OF WEST CERMAK ROAD.

(AND ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JULY 28, 1964 AS DOCUMENT NUMBER 19198042 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST 1/4 CORNER OF SAID SECTION 30, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 30 A DISTANCE OF 1374.29 FEET TO THE EXTENDED WEST LINE OF HOME AVENUE, AS THE SAME IS NOW LOCATED AND ESTABLISHED, THENCE SOUTH ALONG THE WEST LINE OF HOME AVENUE AND THE SAME EXTENDED A DISTANCE OF 60 FEET TO A POINT; THENCE WEST IN A STRAIGHT LINE PARALLEL TO AND DISTANT 60 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM SAID NORTH LINE OF SECTION 30, A DISTANCE OF 286.00 FEET TO A POINT; THENCE SOUTH IN A STRAIGHT LINE MEASURED AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.00 FEET TO A POINT; THENCE WEST IN A STRAIGHT LINE PARALLEL TO AND DISTANT 65.00 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM SAID NORTH LINE OF SECTION 30, A DISTANCE OF 972.86 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 22 MINUTES, 30 SECONDS, A DISTANCE OF 102.51 FEET TO A POINT OF TANGENCY IN THE EAST LINE OF HARLEM AVENUE AS THE SAME IS NOW LOCATED AND ESTABLISHED, DISTANT 50.00 FEET EAST MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID SECTION 30; THENCE WEST IN A STRAIGHT LINE, A DISTANCE OF 50.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 30; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 30; A DISTANCE OF 130.43 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART OF THE ABOVE DESCRIBED PREMISES PREVIOUSLY DEDICATED OR NOW USED FOR HARLEM AVENUE AND CERMAK ROAD), ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

[NONE]

The City of Berwyn



Jose Ramirez
2nd Ward Alderman

I-1

A Century of Progress with Pride

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

Mayor Robert J. Lovero and

Members of the Berwyn City Council

March 9, 2018

Re: Damage To Public Property By A City Snow Plow

Mayor and Members of the City Council:

I am making a request to the Administration Committee to discuss the recent incident involving a City snow-plow truck and the damage to public electrical poles which caused a major outage for our residents and report back to Council their findings.

In particular what steps were taken immediately following the incident, what steps the Public Works Director took as far as discipline, re-training and any policy changes made to alleviate this from happening in the future.

Also what was the City's liability if any in terms on this specific incident.

Very truly yours,

Jose Ramirez

Budget, Finance & Revenue Committee

I-2
A

Cesar Santoy, Chair
5th Ward Alderman

Date: 03/01/18

Mayor Robert J. Lovero
Members of the Berwyn City Council

Ladies and Gentlemen:

A meeting of the Budget, Finance & Revenue Committee was held on March 1, 2018 at

The meeting was called to order at 6:00 (am/pm) by Cesar Santoy

Those in attendance were:
S. Lennon; E. Garcia; B. Darsich; C. Cazzara; B. Abbst;
R. Jones

The open forum was called:
6:01 pm no one present.

The matter discussed was referral item # NA dated in regards to:

It is the recommendation of the committee that: BUILDING DEPT BUDGET
was discussed.

Voting Aye: 3

Voting Nay: 0

Adjourned: 6:53 (am/pm)

SL. MOTION
EG 2nd

Cesar Santoy - Chairman
Scott Lennon - Member
Edgar Garcia - Member

Budget, Finance & Revenue Committee

I-2
B

Cesar Santoy, Chair
5th Ward Alderman

Date: 3/6/18

Mayor Robert J. Lovero
Members of the Berwyn City Council

Ladies and Gentlemen:

A meeting of the Budget, Finance & Revenue Committee was held on 3/6/18 at Berwyn City Hall.

The meeting was called to order at 6:11 (am/pm) by C. Santoy.

Those in attendance were:
C. Santoy, S. Lennon, E. Garcia, B. Daisch, R. Schiller
B. Dabst, R. Jones

The open forum was called: none present from public

The matter discussed was referral item # _____ dated _____ in regards to:
DRW Budget

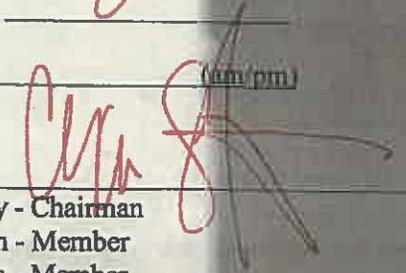
It is the recommendation of the committee that:

Voting Aye: 3

Voting Nay: 0

Adjourned: _____ (am/pm)

SL 1ST
EG 2ND



Cesar Santoy - Chairman
Scott Lennon - Member
Edgar Garcia - Member

J-1



BERWYN POLICE DEPARTMENT
"Serving with Pride"



Mayor
Robert J. Lovero

Chief of Police
Michael D. Cimaglia

February 28, 2018

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

RE: For informational purposes only

Ladies and Gentlemen:

Please be advised that Request for Proposal (RFP) has been sent out by the Berwyn Police Department for the solicitation of proposals to undertake a study of the overall operations of the Police Department on a contractual basis. Responses are due back by 10:00 AM on March 21, 2018 and will be opened at 11:00 AM on March 21, 2018.

All proposals will be evaluated by our command staff and we anticipate bringing forth a selected vendor contract to council soon thereafter.

Respectfully submitted,

Michael D. Cimaglia
Chief of Police

J-2

**CITY OF BERWYN
RECREATION DEPARTMENT**

6501 W. 31ST STREET BERWYN, IL 60402
PHONE 708/788-2010 FAX 708/788-2657
www.BerwynRecreation.com



March 8, 2018

To: Margaret Paul, City Clerk
From: Anthony Martinucci, Director of Recreation
RE: Baseball Resolution



Dear Margaret Paul,

Attached is the Resolution for the City of Berwyn Baseball Parade. Please enter the resolution to city council on Tuesday March 13, 2018.



Thank you,

Anthony Martinucci
Director of Recreation



ROBERT J. LOVERO
Mayor

ANTHONY MARTINUCCI
Director

JOE BELCASTER
Program Supervisor



A Century of Progress with Pride

RESOLUTION

- Whereas,** the Berwyn Recreation Department will hold their Annual Baseball Parade on April 28, 2018, beginning at 9:00 a.m.; and
- Whereas,** the Berwyn City Council has voted to grant permission for this aforesaid activity on March 13, 2018; and
- Whereas,** the baseball players and coaches will assemble at the El Strip between East and Elmwood Avenue, proceed south on Elmwood Avenue, to Cermak Road; west to East Avenue, south on East Avenue to Baseball Alley proceed to the Bronco Field where all teams will assemble in the outfield; and
- Whereas,** the Berwyn Police Department will have officers controlling traffic on the scheduled route with special attention the major intersections.

Now Therefore, be it resolved by the Mayor and members of the Berwyn City Council to grant permission for this annual event and to extend to all the boys and girls participating in the baseball program out best wishes for good weather and a successful baseball season.

Entered upon the records of the City of Berwyn, this 13th day of March, 2018.

Robert J. Lovero, Mayor

Margaret Paul, City Clerk



BERWYN FIRE DEPARTMENT

J-3



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

6700 W. 26th Street • Berwyn, IL 60402-0701
708.788.2660 ext 6474
FAX 708.788.3039 • Emergency 9-1-1

Mayor Robert J. Lovero

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

March 9, 2018

To: Mayor Robert Lovero and Members of the City Council

From: Chief Denis O'Halloran

Re: Automatic Mutual Aid Response with the Village of Oak Park, IL.

Honorable Mayor Lovero and Members of the City Council,

The Oak Park Fire Department has requested that the City of Berwyn Fire Department enter into an Automatic Mutual Aid response for the report of structure fires in their village. They are requesting that the Berwyn Fire Department respond with an Engine and manpower for incidents south of the Union Pacific Rail Road to Roosevelt Road in Oak Park. This will not occur on activated fire alarms and only on report of a structure fire and or confirmed fire. We already have this type of agreement with the Villages of North Riverside and Stickney Fire Department for both sending and receiving Automatic Mutual Aid.

Attached to this correspondence are the terms of the agreement. This agreement has been reviewed by the command staff and the City of Berwyn's Attorney along with the Village of Oak Park with their approval.

It would be my recommendation that we enter into this agreement with the Village of Oak Park and their Fire Department.

Respectfully submitted,

Denis O'Halloran

INTERGOVERNMENTAL AUTOMATIC MUTUAL AID FIRE PROTECTION AGREEMENT

THIS INTERGOVERNMENTAL AUTOMATIC MUTUAL AID FIRE PROTECTION AGREEMENT is made and entered into this ___ day of _____, 2018, between the Village of Oak Park, Cook County, Illinois, an Illinois home rule municipal corporation ("Oak Park"), and the City of Berwyn, Cook County, Illinois, an Illinois home rule municipal corporation ("Berwyn"). Oak Park and Berwyn are sometimes hereinafter jointly referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* ("the Act"); and

WHEREAS, Oak Park and Berwyn are public agencies as defined by the Act, 5 ILCS 220/2; and

WHEREAS, the corporate authorities of municipalities may enter into intergovernmental agreements with other municipalities to furnish automatic mutual aid fire protection on request pursuant to 65 ILCS 5/11-6-1.1; and

WHEREAS, it is recognized that, in certain situations, the use of fire department personnel and equipment to perform fire protection outside of the territorial limits of the municipality where such fire department are legally employed is desirable and necessary in order to preserve and protect the health, safety and welfare of the public; and

WHEREAS, it has been determined by the corporate authorities of Oak Park and Berwyn that this Agreement would be beneficial to the public health, welfare and safety for the Oak Park's and Berwyn's fire departments to provide automatic mutual aid fire protection.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in consideration of the public health, welfare and safety, the Parties hereto agree as follows:

SECTION 1. RECITALS

- 1.1. The above recitals are incorporated herein as though fully set forth.

SECTION 2.

AUTOMATIC MUTUAL AID FIRE PROTECTION TERMS

2.1. Oak Park and Berwyn do hereby authorize and direct their fire chiefs or their fire chiefs' designees to render and request automatic mutual aid fire protection to and from each other to the extent of available personnel and equipment not required for adequate protection of the party rendering aid pursuant to this Agreement for the following.

2.1.1. Oak Park and Berwyn shall assist each other during structure fires, reports of smoke inside a building or reports of a lighting strike to a building.

2.2. Oak Park shall provide assistance to Berwyn for the matters set forth in Sections 2.1.1 above south of Roosevelt Rd to North of the Burlington Northern Santa Fe Railroad by providing one truck company with a minimum of three (3) personnel, when requested by the Incident Commander including one (1) officer and two (2) firefighters, subject to Section 2.1 above.

2.3. Berwyn shall provide assistance to Oak Park for the matters set forth in Sections 2.1.1 above south of the Union Pacific tracks to Roosevelt Rd by sending one (1) engine company with a minimum of three (4) personnel, including one (1) officer and two (3) firefighters, subject to Section 2.1 above.

2.4. The fire chiefs of Oak Park and Berwyn may, from time to time, establish protocols that will enhance service delivery to each community on a quid pro quo basis.

2.5. Emergency medical service and other types of emergencies shall not be considered as being subject to this Agreement and shall continue to be provided under the "Mutual Aid Box Alarm System."

2.6. The Parties' fire department personnel shall conduct training together on an as-needed basis.

2.7. The Parties' fire chiefs or the fire chiefs' designees have the sole discretion to determine the amount of personnel and equipment to be made available to render automatic mutual aid fire protection pursuant to this Agreement.

2.8. The Parties' personnel who provide automatic mutual aid fire protection pursuant to this Agreement shall under the command of their respective superior authority and shall not be considered to be employees of the Party requesting automatic mutual aid fire protection.

2.9. Oak Park and Berwyn shall not be liable to each other or a third party for a failure to render automatic mutual aid fire protection or the withdrawal of automatic mutual aid once furnished pursuant to this Agreement.

SECTION 3. **NO COMPENSATION**

3.1. Automatic mutual aid fire protection rendered pursuant to this Agreement shall be without charge to Oak Park or Berwyn.

SECTION 4. **INDEMNIFICATION**

4.1. The Party requesting automatic mutual aid fire protection pursuant to this Agreement shall indemnify, defend and hold harmless the other Party, its officers, officials, or employees, for any liability, cost, expense, claim, demand, judgment or attorneys' fees arising out of any accident, bodily injury, death of person, or loss of or damage to tangible property in providing such automatic mutual aid fire protection.

4.2. Each Party agrees to waive all claims against the other Party for any liability, cost, expense, claim, demand, judgment or attorneys' fees

SECTION 5. **EMPLOYEE BENEFITS**

5.1. All employee benefits, wage and disability payments, pension and workers' compensation claims, insurance premiums, damage to or destruction of equipment and clothing and medical expense of the Party rendering aid shall be paid by the Party employing such person performing services pursuant to this Agreement.

SECTION 6. **EFFECTIVE DATE OF AGREEMENT AND TERM**

6.1. The effective date of this Agreement as reflected above shall be the last date that it is executed by one of the parties as reflected below.

6.2. This agreement shall be for a term of one (1) year. The agreement shall automatically renew unless one Party shall provide to the other written notice pursuant to Section 10 below of its intention not to renew the agreement at least sixty (60) days prior to the annual termination date of the agreement.

SECTION 7. **AMENDMENTS AND MODIFICATIONS**

7.1. Both Parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Agreement.

SECTION 8. **GOVERNING LAW**

8.1. The laws of the State of Illinois shall apply to the interpretation of this Lease.

SECTION 9. ENTIRE AGREEMENT AND SEVERABILITY

9.1. This Agreement constitutes the entire Agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein.

9.2. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 10. NOTICE

10.1. All notices, demands, or other communications with respect to this Agreement other than requests for automatic mutual aid fire protection pursuant to Section 2 above shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery to the Parties at their respective addresses as follows:

To Oak Park:	To Berwyn:
Village Manager	City Mayor
Village of Oak Park	City of Berwyn
123 Madison Street	6700 W 26 th Street
Oak Park, Illinois 60302	Berwyn, Illinois

10.2. The Parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

SECTION 11. BINDING AUTHORITY.

11.1. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

SECTION 12. CAPTIONS AND SECTION HEADINGS

12.1. Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 13. NON-WAIVER OF RIGHTS

13.1. No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of any Party at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same on the dates set forth below.

VILLAGE OF OAK PARK

CITY OF BERWYN

By: Cara Pavlicek
Its: Village Manager

By: Robert J. Lovero
Its: Mayor

Date: _____, 2018

Date: _____, 2018

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By: Margaret M. Paul
Its: City Clerk

Date: _____, 2018

Date: _____, 2018

J-4

The City of Berwyn



Rasheed Jones
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 (708) 749-6468
www.berwyn-il.gov

To: Mayor Robert J. Lovero
Members of City Council

From: Rasheed Jones *RJ*

Date: March 9, 2018

Subject: 2018 Draft Budget

The 2018 draft budget document will be distributed at the March 13, 2018 committee of the whole meeting for your consideration. As such, we request that a public hearing on the subject of the 2018 budget be called and noticed for 5:45 PM on March 27, 2018. The notice regarding this public hearing has been attached.

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

Thank you.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

- I. A public hearing on the proposed 2018 Appropriation Ordinance (Budget) for the City of Berwyn, Illinois for 2018 will be held on March 27, 2018 at 5:45 p.m. at the City Hall Council Chambers located at 6700 West 26th Street, Berwyn, Illinois 60402.
- II. The proposed 2018 Appropriation Ordinance will be available for public inspection at the office of the City Clerk, Berwyn City Hall, 6700 West 26th Street, Berwyn, Illinois 60402, during normal business hours Monday through Friday until March 27, 2018 or until said Appropriation Ordinance is passed by the Berwyn City Council.
- III. This notice is being published in compliance with Illinois law, 65 ILCS 5/8 2-9 as well as local ordinances. All interested parties are invited and encouraged to attend this Public Hearing. The Berwyn City Hall building is handicapped accessible and ADA compliant.

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

S:// Margaret M. Paul, City Clerk, City of Berwyn

March 13, 2018

The City of Berwyn



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

Date: March 13, 2018

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

Re: Resolution for Improvement by Municipality for Riverside Drive from Harlem Avenue to Cermak Road

Staff is requesting the approval of the attached Resolution for Improvement by Municipality in the amount of \$620,000.00 for Riverside Drive from Harlem Avenue to Cermak Road. The Resolution will enable the City to pay for their share of design engineering, construction engineering and construction of this project utilizing Motor Fuel Tax (MFT) funds. In addition to MFT funds, this project is also partially funded with Surface Transportation Program (STP) funds, in which the total Federal match is \$1,549,744.00.

Recommended Actions:

Staff recommends approval of the attached Resolution in the amount of \$620,000.00.

Respectfully,

Robert Schiller
Director of Public Works



Resolution for Improvement Under the Illinois Highway Code



Resolution Number, Resolution Type (Original), Section Number (16-00174-00-RS)

BE IT RESOLVED, by the Council of the City of Berwyn, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Riverside Drive, 0.93, FAU 3589, Harlem Avenue, Cermak Road

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Pavement resurfacing, pavement marking replacement, curb and gutter replacement for drainage, sidewalk removal and replacement for ADA compliance, pavement patching, and restoration.

2. That there is hereby appropriated the sum of \$620,000.00

Dollars () for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Margaret M Paul, Clerk in and for said City of Berwyn, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Berwyn at a meeting held on March 13, 2018

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13 day of March, 2018

(SEAL)

Clerk Signature box

Approved

Regional Engineer Department of Transportation and Date boxes

Instructions for BLR 09110

This form shall be used when a Local Public Agency (LPA) wants to construction an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: <ul style="list-style-type: none">- Original would be used when passing a resolution for the first time for this project.- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.- Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road	Insert the name of the Street/Road to be improved. Use a separate line for each street/road. If there are more names to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road	Insert the name of the Street/Road on which the structure is located. Use a separate line for structure. If there are more structures to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.
Feature Crossed	Insert the feature the structure crosses.
1	Insert a description of the major items of work of the proposed improvement.
2	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are:County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.

Day Insert the day Clerk is signing the document.
Month, Year Insert the month and year of the clerk's signature.
Seal The Clerk shall seal the document here.
Clerk Signature Clerk shall sign here.
Approved The Department of Transportation shall sign and date here once approved.

A minimum of four (4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District Compliance Review
District File



A Century of Progress with Pride

Date: March 13, 2018

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

Re: Resolution for Improvement by Municipality for sidewalk along Riverside Drive and 26th Street from Harlem Avenue to Home Avenue

Staff is requesting the approval of the attached Resolution for Improvement by Municipality in the amount of \$105,000.00 for sidewalk along Riverside Drive and 26th Street from Harlem Avenue to Home Avenue. The Resolution will enable the City to pay for their share of design engineering, construction engineering and construction of this project utilizing Motor Fuel Tax (MFT) funds. In addition to MFT funds, this project is also partially funded with Surface Transportation Program (STP) funds and Illinois Transportation Enhancement Program (ITEP) funds, in which the total Federal match is \$185,217.00.

Recommended Actions:

Staff recommends approval of the attached Resolution in the amount of \$105,000.00.

Respectfully,

Robert Schiller
Director of Public Works



Resolution for Improvement Under the Illinois Highway Code



Resolution Number, Resolution Type (Original), Section Number (15-00173-00-SW)

BE IT RESOLVED, by the Council of the City of Berwyn, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Rows include 26th Street and Riverside Drive.

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The construction of a new sidewalk along 26th Street and Riverside Drive with ADA ramps, installation of pedestrian countdown timers at the intersection of 26th Street and Riverside Drive, and restoration.

2. That there is hereby appropriated the sum of \$105,000.00

Dollars () for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Margaret M. Paul, City Clerk in and for said City of Berwyn in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Berwyn at a meeting held on March 13, 2018

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13 day of March, 2018

(SEAL)

Clerk Signature

Approved

Regional Engineer Department of Transportation, Date

Instructions for BLR 09110

This form shall be used when a Local Public Agency (LPA) wants to construction an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: <ul style="list-style-type: none">- Original would be used when passing a resolution for the first time for this project.- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.- Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road	Insert the name of the Street/Road to be improved. Use a separate line for each street/road. If there are more names to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road	Insert the name of the Street/Road on which the structure is located. Use a separate line for structure. If there are more structures to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.
Feature Crossed	Insert the feature the structure crosses.
1	Insert a description of the major items of work of the proposed improvement.
2	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are:County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. Choose Board for County; Council for a City or Town;- President and Board of Trustees for a Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.



J-7

A Century of Progress with Pride

Date: March 13, 2018

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

Re: Engineering Agreement with Novotny Engineering for Design and Construction Services for Riverside Drive from Harlem Avenue to Cermak Road

Staff is requesting the approval of the attached Engineering Agreement for Design and Construction Services for pavement resurfacing, pavement marking replacement, curb and gutter replacement for drainage, sidewalk removal and replacement for ADA compliance, pavement patching and restoration of Riverside Drive from Harlem Avenue to Cermak Road. This project is funded partially with Surface Transportation Program (STP) funds and Motor Fuel Tax (MFT) funds.

Recommended Actions:

Staff recommends approval of the attached engineering agreement with Novotny Engineering in the amount not to exceed \$235,000.00.

Respectfully,

Robert Schiller
Director of Public Works

Municipality City of Berwyn	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Frank Novotny & Associates, Inc. dba Novotny Engineering
Township Berwyn				Address 545 Plainfield Road, Suite A
County Cook				City Willowbrook
Section 16-00174-00-RS				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Riverside Drive Route 3569 Length 0.93 miles Structure No. N/A

Termini Harlem Avenue to Cermak Road

Description

The proposed improvement consists of hot-mix asphalt surface removal; curb & gutter removal & replacement; HMA and concrete driveway removal & replacement; pavement patching; HMA leveling binder & surface course installation; thermoplastic pavement markings; drainage structure adjustment & replacement; topsoil and sod parkway restoration; and all appurtenant construction.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to 4.0 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

**Grade Classification
of Employee**

Hourly Rate

Principal Engineer	\$160.00 - \$175.00
Resident Construction Supervisor	\$145.00 - \$160.00
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	
Project Manager	\$130.00 - \$160.00
Senior Technician	\$120.00 - \$140.00
CAD Technician	\$100.00 - \$125.00
Technical Assistant	\$ 40.00 - \$ 65.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 6/1/2019. In event the services of the ENGINEER extend beyond 6/1/2019, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 150 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 150 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

CITY OF BERWYN / BERWYN / COOK of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Margaret M. Paul Clerk

(Seal)

By Robert J. Lovero

Title: Mayor

Executed by the ENGINEER:

FRANK NOVOTNY & ASSOCIATES, INC. dba

NOVOTNY ENGINEERING

ATTEST:

545 PLAINFIELD RD., SUITE A, WILLOWBROOK, IL 60527

By _____

Title: John E. Fitzgerald, Secretary

Title: James L. Cainkar, President

Approved
_____ Date
Department of Transportation
_____ Regional Engineer



J-8

A Century of Progress with Pride

Date: March 13, 2018

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

Re: Engineering Agreement with Novotny Engineering for Design and Construction Services for sidewalk along Riverside Drive and 26th Street from Harlem Avenue to Home Avenue

Staff is requesting the approval of the attached Engineering Agreement for Design and Construction Services for the construction of new sidewalk with ADA ramps, installation of pedestrian countdown timers and restoration along Riverside Drive and 26th Street from Harlem Avenue to Home Avenue. This project is funded partially with Surface Transportation Program (STP) funds, Illinois Transportation Enhancement Program (ITEP) funds and Motor Fuel Tax (MFT) funds.

Recommended Actions:

Staff recommends approval of the attached engineering agreement with Novotny Engineering in the amount not to exceed \$61,840.00.

Respectfully,

Robert Schiller
Director of Public Works

Municipality City of Berwyn	L O C A L A G E N C Y  Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Frank Novotny & Associates, Inc. dba Novotny Engineering
Township Berwyn			Address 545 Plainfield Road, Suite A
County Cook			City Willowbrook
Section 15-00173-00-SW			State Illinois

THIS AGREEMENT is made and entered into this _____ day of March, 2018 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name 26th St. & Riverside Dr. Route 1459 Length 0.30 miles Structure No. N/A

Termini Harlem Avenue to Home Avenue

Description

The proposed improvement consists of earth excavation, new concrete sidewalk and ADA ramps, installation of new pedestrian signal countdown timers, restoration and all appurtenant construction.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to 11.0 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

**Grade Classification
of Employee**

Hourly Rate

Principal Engineer	\$160.00 - \$175.00
Resident Construction Supervisor	\$145.00 - \$160.00
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	
Project Manager	\$130.00 - \$160.00
Senior Technician	\$120.00 - \$140.00
CAD Technician	\$100.00 - \$125.00
Technical Assistant	\$ 40.00 - \$ 65.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 6/1/2019. In event the services of the ENGINEER extend beyond 6/1/2019, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 150 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 150 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

CITY OF BERWYN / BERWYN / COOK of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Margaret M. Paul Clerk

By Robert J. Lovero

(Seal)

Title: Mayor

Executed by the ENGINEER:

FRANK NOVOTNY & ASSOCIATES, INC. dba

NOVOTNY ENGINEERING

ATTEST:

545 PLAINFIELD RD., SUITE A, WILLOWBROOK, IL 60527

By _____

Title: John E. Fitzgerald, Secretary

Title: James L. Cainkar, President

Approved

Date
Department of Transportation

Regional Engineer



J-9

A Century of Progress with Pride

Date: March 13, 2018

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

Re: Waste Management Contract

In 2015, the City of Berwyn signed a contract with Waste Management to provide waste and recycling services through December 31, 2018.

Over the past several months, staff has met with Waste Management officials in order to proactively ascertain what additional benefits we could offer the residents in an extended contract. The objectives for the extension were: 1) minimize any cost increase; 2) analyze current level of service; and 3) expand services to include a hazardous waste/electronic program that picks up items at residents' door. The normal cost of this "At Your Door" program is \$1.35 per home per month or \$1.35 x 16,297 households = \$22,000 per month; however, Waste Management has agreed to provide this valuable service at no additional cost for the next 5 years. Staff maintained a hard line was also able to secure the following existing and new benefits via a 5-year contract commitment:

- January 1, 2019 – December 31, 2019: 0% increase
- January 1, 2020 – December 31, 2023: 2.5% annual increase

Highlights of the Contract:

- Each house receives one 96 gallon cart for weekly waste pick-up.
 - Each house receives one 64 gallon cart for weekly recycle pick-up.
 - Continued survey of carts – Identifying damaged lids/carts and replacing same.
 - **Controlled garbage rates – this renewal maintains the current garbage rate through December 31, 2019 – zero percent increase.** At that time, there will be a yearly scheduled increase of 2.5% to account for inflation consistent with current contract.
 - Senior discount – Seniors a minimum of 63 years in age receive a 10 % discount.
 - The City receives a rebate of \$20 per ton of recyclable materials collected. The amount received in 2017 was \$77,553.80. This is a unique incentive only given to three other Waste Management municipalities within Illinois.
 - Landscape waste collection season is from April 1 to December 31.
 - Christmas trees are collected the 2nd and 3rd week of January.
 - One "white good" (Ranges, refrigerators, water heaters, other similar domestic commercial large appliances) collected per week.
 - One bulk item (ex. Couch, mattress, tables, and other similar large furniture types) collected per week.
 - **At Your Door Special Collection program** – Collection of household hazardous waste and electronic waste (household chemicals, automotive products, paint products, garden chemicals, universal materials, and electronics) have now been added to our services for no extra charge. The resident contacts Waste
- 6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567 www.berwyn-il.gov



Management, a kit is mailed to the resident and the items are picked up at the resident's door on a scheduled date.

- Recycle Often, Recycle Right program - A recycling education program that helps residents gain a better understanding of what is and is not included in the curbside recycling service in an effort to reduce contamination. In addition to attending schools, various meetings such as Ward meetings to educate the public, Waste Management created a recycling video that has had over 13,000 City Facebook views not counting the number of times the public has viewed the video via the City's website.
- Waste Watch Program – Waste Management provides its community watch program to Berwyn to assist the police and fire departments by acting as extra eyes and ears on the streets.
- Roll-Off Boxes – As a part of our contract, Waste Management provides 250 20 cubic yard roll-off boxes to Berwyn. These are used by Public Works for waste collected in the City's garbage containers found in the City's commercial corridors in addition to leaf collection and other various waste.
- Special Event Services – Waste Management provides port-o-lets and, portable sinks, and waste containers for 14 City sponsored events.
- Waste and recycling services to City buildings/property – Waste Management provides waste and recycling services to 13 City properties and 2 commercial corridors.
- An exclusive Waste Management website to Berwyn residents – home.wm.com/berwyn. This website provides information regarding Waste Management's services to Berwyn residents. Residents can also email service requests/complaints through this website.

The City of Berwyn and Waste Management have built a strong relationship over the years. This team is committed to providing first-rate services to residents and promoting a "green" earth. Their superior service is seen in quick response times to resident concerns, expanded recycling programs, educational programs, environmentally friendly trucks that run on natural gas, a "Think Green" grant of \$2,500 to help purchase trees for Berwyn and now a hazardous waste service at no additional charge.

Recommendation:

Staff recommends the approval of the attached five-year contract with Waste Management.

Brian Pabst
City Administrator

Ruth Volbre
Assistant City Administrator

Robert Schiller
Public Works Director

MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT

This Municipal Solid Waste, Recycling and Yard Waste Agreement (the "Agreement") is entered into on _____, 2018 (the "Effective Date"), by and between the City of Berwyn, a municipal corporation created under the laws of the State of Illinois ("City"), and Waste Management of Illinois, Inc. ("WM"), a Delaware corporation.

Recitals

- A. The City desires to provide its citizens with environmentally sound solid waste collection and disposal, recyclable materials collection and yard waste collection;
- B. WM and its affiliates have extensive experience in providing solid waste, yard waste and recyclable materials collection, disposal and processing; and
- C. The City has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste, recyclable materials and yard waste according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

- a. Acceptable Waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained with 96-gallon Carts placed in the alley or at the curb as designated by the City on the proper weekly collection day, but occasional overflow of waste is permitted if it is properly contained in a rigid sided container with handles no larger than 32 gallons and 50 lbs. in proximity to the Cart. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WM upon collection in WM vehicles.
- b. Excluded Waste – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- c. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
- d. Yard Waste – shall mean leave, grass, shrubbery, clippings, and similar garden waste. This material must be placed in the alley or at the curb as designated by the City in biodegradable Kraft paper bags or 32-gallon rigid sided containers with handles. The bags or containers must not weigh more than 50 lbs. Twigs and branches can be bundled in four foot long by two foot diameter bundles, tied and left in the alley or at the curb as designated by the City for pick-up. Individual branches cannot exceed 3" in diameter.
- e. Bulk Items – shall mean large furniture-type items such as couches, chairs, mattresses, tables and other furniture pieces including carpeting that has been cut, tied and bundled into rolls no larger than four (4) feet long and each bundled weighing no more than 50 pounds. Bulk items do not include white goods and electronic waste.
- f. White Goods – shall mean "White Goods" as defined by the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., as amended, or in rules promulgated thereunder.
- g. Residential Unit – shall mean a dwelling within the corporate limits of the City occupied by a person or persons as a domicile. A residential unit shall be deemed occupied when either domestic water or light and power services are being supplied thereto. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.
- h. Senior Rate – Residents 63 and older must show proof of age to receive senior discount. A copy of a driver's license or state identification will be required. Senior discount billing adjustments will be based upon the copies sent to WM.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on January 1, 2019, and expiring December 31, 2023, and thereafter shall automatically renew for successive renewal terms of one-year each, unless either Party gives the other Party written notice of its intention to terminate the Agreement at least ninety days prior to the end of the then-current term. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste and Recyclable Materials collection to all Residential Units of the City, which currently consists of approximately 16,297 Residential Units (the "Service"). As part of the Service, WM shall:
 - i. Cart Supply. Each Residential Unit has already been provided a 96-gallon Cart for Acceptable Waste and a separate 64-gallon Cart for Recyclable Materials. New Residential Units will be provided a 96-gallon Cart for Acceptable Waste and a separate 64-gallon Cart for Recyclable Materials as the Units are added to the City. The Carts and equipment WM furnishes Residents and the City shall remain WM's property. Residents may purchase an additional refuse or recycle cart for \$75.00.
 - ii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WM and City. WM shall be responsible for removing spillage caused in the course of providing collection. Collections shall occur during ordinary hours but in no instance earlier than 7:00 A.M. All Acceptable Waste must be placed in the alley or at the curb as designated by the City for collection no later

than 6:00 P.M. on scheduled day of collection. Residential Units may place additional Acceptable Waste out on collection day so long as it is properly contained in a rigid sided container with handles no larger than 32 gallons and 50 lbs.

- iii. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on a weekly basis, subject to the terms and conditions in Exhibit A. All Recyclable Materials must be placed in the alley or at the curb as designated by the City for collection no later than 6:00 A.M. on scheduled day of collection. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. Residential Units may place additional Recyclable Materials out on collection day so long as it is contained within a rigid sided container with handles that is clearly identified by the Residential Unit as being for Recyclable Materials that is no larger than 32 gallons and 50 lbs. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
- iv. Yard Waste Collection Frequency, Days and Times. WM shall provide yard waste collection services to Residential Units on a weekly basis beginning on April 1st of each year and concluding on December 31st of each year. All Yard Waste must be placed in the alley or at the curb as designated by the City for collection no later than 6:00 A.M. on scheduled day of collection. Residential Units must place Yard Waste out on collection day in a biodegradable bag or a rigid sided container with handles clearly identified by the Residential Unit as being for Yard Waste that is no larger than 32-gallons and 50 lbs. Twigs and branches can be bundled in four foot long by two foot diameter bundles, tied and left in the alley or at the curb as designated by the City for pick-up. Individual branches cannot exceed 3" in diameter.
- v. Christmas Tree Collection. Residents may set out one Christmas tree per Residential Unit to be collected on the designated collection day during the second and third full weeks of January each year. Christmas trees must be clean (e.g., no ornaments, lights or tinsel), unbagged and under 6 feet in length (or cut into 2 pieces, each under 6 feet in length, if tree is greater than 6 feet tall).
- vi. At Your Door Special CollectionSM program. WM shall provide for the collection of household hazardous waste and electronic waste through its At Your Door Special CollectionSM program (AYD) in accordance with Exhibit B. Visit wmatyourdoor.com. The cost of the program is included in the monthly service rate. Notwithstanding Section 2 of this Agreement, WM shall provide the At Your Door Special CollectionSM program in accordance with Exhibit B as of October 1, 2018. WM will pick up electronics left at Public Works during the transition of the program.
- vii. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include large trees, tree roots, tree trunks, sod, rock and building materials such as lumber, brick, countertops, gutters, aluminum siding, furnaces, central air conditioning units, paneling, fencing, drywall, etc., construction or demolition waste collection. Services to commercial establishments are not covered by this Agreement.
- viii. Disposal. WM shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste.
- ix. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday including Saturday.
- x. Cart Replacement. WM shall replace at no charge to the City or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of WM, the occupant of the Residential Unit shall be responsible to compensate WM the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
 - b. Bulk Items. WM shall pick up one (1) Bulk Item per week per Residential Unit at no additional cost. Residential Units will be responsible to contact WM and make arrangements for collection of additional Bulk Items on an individual basis.
 - c. White Goods. WM shall pick up one (1) White Good per week per Residential Unit at no additional cost. Residential Units will be responsible to contact WM and make arrangements for collection of White Goods on an individual basis.
 - d. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances.
 - e. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner.
 - f. Complaints and Missed Pick-Ups. All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting. WM shall provide a local phone number (800-964-8988), staffed by an authorized agent, between the hours of 8:00 am and 5:00 pm Monday through Friday, to handle inquiries and complaints connected with services provided under this Agreement. Residents may also submit inquiries and complaints through WM's webpage specifically designed for Berwyn residents home.wm.com/berwyn.
 - g. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability service.
 - h. Exclusive. The City grants the exclusive right to perform the Services set forth in this Agreement. The City agrees that it will not allow anyone other than WM to lease carts to residents or engage in the collection of residential waste within the City

IV. MUNICIPAL LOCATIONS

WM will provide, at no additional charge, refuse, recycling and Port-O-Let (POL) services to the City of Berwyn locations listed on Exhibit C. Any additional locations will be reviewed by the City and WM before adding.

V. SPECIAL EVENTS

WM will provide, at no additional charge, refuse, recycle and Port-O-Let (POL) services for the City of Berwyn special events listed on Exhibit C. Any additional events will be reviewed by the City and WM before adding.

VI. ROLL-OFF BOXES FOR PUBLIC WORKS

WM shall provide annually, at no additional charge, up to 250 20 cubic yard roll-off boxes at the City's Public Works Yard and service said containers on an as-needed basis. Additional roll-off boxes in excess of 250 annually shall be charged at a rate of \$350.00 per load and \$45.00 per ton over 4 tons.

VII. ADDITIONAL PROGRAMS

WM will provide the following programs at no cost to the City:

a. Recycle Often, Recycle Right™. WM will introduce its recycling education program and work with the Village to communicate the message to its residents in accordance with Exhibit D. This program will help residents gain a better understanding of what is and is not included in the curbside recycling service and reduce contamination. Visit recycleoftenrecycleright.com.

b. Waste Watch. WM will provide its community watch program to the City to assist the police and fire departments by acting as extra eyes and ears on the streets in accordance with Exhibit E.

c. LampTracker. WM will supply the City with up to five (5) florescent/standard light bulb recycling boxes per year, at no cost, for use at City locations. Visit wmlamptracker.com.

d. BatteryTracker. WM will supply the City with up to five (5) 3 ½ gallon Battery Recycling Buckets per year, at no cost, for use at City locations. Visit wmlamptracker.com.

The material set forth in subsections c and d in this section are each part of a mail-back program.

VIII. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 16,297 Residential Units; however, the Parties shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count for billing purposes accordingly. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter. WM shall keep accurate route sheets and/or a Residential Unit database that shall be provided to City promptly upon its request.

IX. FEES AND PAYMENTS

a. Service Fee per Residential Unit. The per Residential Unit monthly fee to be paid by the City to WM are for the collection of unlimited Acceptable Waste, Recyclables, Yard Waste and At Your Door Special Collection per Residential Unit, placed at the curbside by the Resident by 6:00 A.M. the morning of pickup, at the frequency identified in this Agreement. The fee per Residential Unit, per month, shall be twenty-three dollars and 79 cents (\$23.79) for non-seniors and twenty-one dollars and forty-one cents (\$21.41) for seniors for the first year of the Agreement effective January 1, 2019. The monthly fee paid to WM shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [e.g., Current House Count x Fee = Monthly Invoice Amount].

b. Annual Increase. Beginning January 1, 2020, and each January 1st thereafter, the monthly fee per Residential Unit shall be adjusted by two and a half percent (2.5%).

c. Invoices and Payment. WM will submit monthly invoices to the City and the City shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. A 1.5% late fee will be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

d. Recycle Rebate. WM shall provide the City with a \$20.00 per ton recycle rebate on a monthly basis.

e. Changes in Law. Notwithstanding anything to the contrary in this Agreement, WM shall be entitled to pass through to, and collect from, the City any additional collection or disposal costs, taxes, or surcharges incurred by WM as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of solid waste and/or recyclable materials.

f. Disposal Payment – The fee for all collection transportation required under this Agreement, including disposal by the West Cook County Solid Waste Agency (Agency), is stated in IX.a.

On or before the fifteenth of each month, WM shall pay to the Agency an amount equal to the amount owed by the City to the Agency for the disposal of the City's Acceptable Waste for the previous month (including any administrative fees imposed by the Agency to the City); provided, however, that the City provides WM with an invoice from the Agency by the 10th of each month. Said payment shall be made out of the proceeds collected by WM from the City as provided for in IX.a. WM further agrees that WM shall cover all of the City's costs for disposal of MSW out of the proceeds collected from the City, whether or not there are sufficient funds collected from said service to pay all costs for disposal. Any surplus funds for the disposal of MSW collected by WM shall remain the property of WM. Any deficit in the funds for the disposal of MSW collected by WM shall remain the obligation of WM. WM may adjust the rates set forth in Section IX.a to account for increases in the amount charged by the Agency for disposal of the City's Acceptable Waste, including any administrative fees.

The parties acknowledge that all the Acceptable Waste collected pursuant to this Agreement is presently transported to a location designated by the Agency. In the event that the Agency or the City designate a different location which results in increased transportation and/or disposal costs to WM, WM may request the City to renegotiate the rates described in IX.a. In the event that the parties are unable to mutually agree upon new rates then either party may terminate the Agreement upon ninety (90) days prior written notice to the other party.

X. NATURAL DISASTER ASSISTANCE

In the case of a natural disaster (i.e. flood, tornado), WM will provide roll-off containers to the City for cleanup. The rate for the container is \$90.00 per haul and \$45.00 per ton. This will be billed separately to the City.

XI. EVICCTIONS/SKIP-OUTS

In order to protect the public health, safety and welfare and at the request of the City, WM shall collect quantities of Municipal Solid Waste, Recyclable Material, Yard Waste and White Goods left at the street curb or alley without proper preparation in unusual circumstances (i.e. evictions/skip-outs) and shall bill the property owner for the actual cost thereof. The City agrees to assist WM in identifying the property owner for this purpose.

XII. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

XIII. FORCE MAJEURE

WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

XIV. FINANCIAL ASSURANCE

WM shall furnish a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated AAA or better by Best's Insurance Reports. The Bond shall be in the penal sum of One Million and No/100 Dollars (\$1,000,000) for the period of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by WM of its obligations under this Agreement and upon its full compliance with all applicable laws, ordinances and regulations. Said Performance Bond shall indemnify the City against any loss resulting from any breach or failure of performance.

WM expressly understands and agrees that any Performance Bond or insurance protection required of WM of otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the City, its agents officials, servants and employee as hereinabove provided.

XV. INDEMNIFICATION

a. The City agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. WM agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of WM's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

XVI. INSURANCE

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	\$3,000,000
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$5,000,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, WM shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

XVII. MISCELLANEOUS PROVISIONS

- a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.
- b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.
- c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- d. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.
- f. Choice of Law. This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.
- g. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.
- h. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling and Waste Agreement as of the Effective Date indicated above.

Waste Management of Illinois, Inc.

City of Berwyn

Signature: _____

Signature: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

**Exhibit A
Single Stream Recycling**

The list of items below represents the current materials currently being accepted by WM as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables ("Recyclables")	Unacceptable Materials
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, without caps	Light Bulbs
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—without caps	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

- I. **Additional Specifications**
 - a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
 - b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
 - c. All aerosol cans must be empty with less than 5% content
 - d. All plastic containers must be empty, caps removed; less than 5% food debris.
 - e. All Fiber must be dry and free of food debris and other contaminating material.
 - f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

- II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:
 - a. Materially impair the strength or the durability of the WM's structures or equipment;
 - b. Create flammable or explosive conditions in WM's facilities;
 - c. Contain dry cell batteries or lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.

- III. If loads of the mixed recyclables materials do not meet WM's specifications for acceptable recyclables or are otherwise not properly segregated from the waste, WM shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the City or Resident.

- IV. Upon written notice to the City and Residents, WM may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials

Exhibit B

PUBLIC SECTOR SOLUTIONS



Expanding your Recycling Program?

Waste Management's At Your Door Special CollectionSM is a service provided to residents to remove the difficult, sometimes hazardous and hard-to-recycle items that almost every household accumulates. As North America's leading environmental solutions company, Waste Management makes it easy for residents to dispose of these items, by collecting the materials at their door - safely, easily and responsibly. Our mission is to provide quality and convenient special material management services to public agencies.

The At Your Door Special CollectionSM service collects home generated special materials directly from residences within your community. Experience is key- the program has served hundreds of thousands of homes since 1995 and currently manages programs for dozens of public agencies in many states.

This service is not your usual household generated special material program, because this program is focused on recycling most of the materials collected. Communities across the country can take advantage of Waste Management's capability to collect and recycle an overlooked category of recyclables, collected directly from the home.

Home Generated Special Materials included in the program:

-  Household Chemicals
-  Automotive Products
-  Paint Products
-  Garden Chemicals
-  Universal Materials
-  Electronics

Waste Management At Your Door
Special CollectionSM
A Waste Management Service

THINK GREEN



A missing piece to your residential recycling program!

Paper, cans, bottles, cardboard and plastics are already part of most recycling programs. What about the other materials used in homes such as electronics, cleaning supplies and paint? How does a resident in your community dispose of these items?

By collecting these items, the potential for water pollution and environmental hazards are further reduced. The At Your Door™ program focuses on collection and recycling of these additional materials, to prevent disposal in regular trash bins. Once collected, the program recycles most special materials including electronics, paints, batteries, lamps and motor oil! Therefore diverting these items from local landfills. The home collection service is the easiest way to encourage recycling and proper disposal of household generated materials in your community.

Combine the quantities of special materials collected by At Your Door™ that are sent to facilities for the purpose of recycling with your traditional recyclables, such as, paper, aluminum cans, plastics, etc. and your community's recycling rates will increase.



Experience where it counts

Over the years we have developed efficient processes, based upon feedback from residents and public agency customers, to best serve the needs of your community. Our knowledgeable team excels due to extensive industry experience combined with specific expertise in this field. From the Service Technicians to our Call Center Representatives, all team members participate in our in-depth and on-going training process. Over the years, we have refined the challenging process of residential collection of home-generated special materials. Our experience with multiple public agencies and hundreds of thousands of residents can be applied to your community.



Educating your community

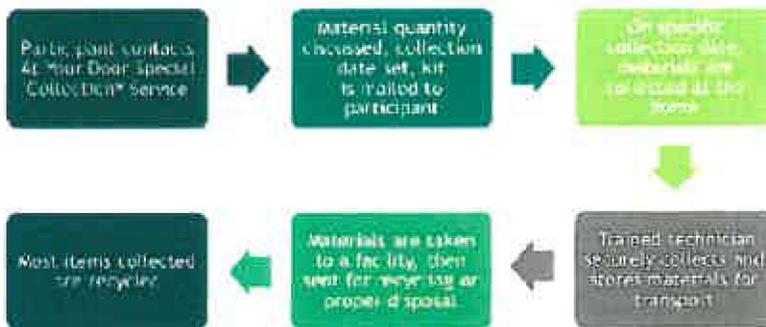
CONVENIENT AND EASY TO USE!

Our knowledgeable staff can work with your community to help develop a cost efficient and effective approach to public education, that will both build and sustain involvement throughout the duration of the program.

The At Your DoorSM program offers a simple solution to any community's recycling dilemma. A home based program is offered so residents simply contact the At Your DoorSM service to schedule a collection. Then, they place their special materials into the provided collection bag and place it near their front door (step or garage). The resident does not need to be home to participate, as they simply place the bag in a specific location on their collection date. It allows every resident to use the program when it is convenient for them.

Convenient and Easy!

How does it work?



Materials accepted with Waste Management's At Your Door Special CollectionSM program:

Household Chemicals: Cleaner, ammonia, tile/shower cleaner, cleaning compound and rust remover

Automotive Products: Antifreeze, motor oil, oil filters, brake fluid, batteries, fuel, polishes and waxes

Paint Products: Paint, spray paint, stain, stripper, thinner, caulk, sealer, wood stain and preservative

Garden Chemicals: Fertilizer, herbicide, pesticide and insecticide

Universal Materials: Compact Fluorescent Lamp (CFL), fluorescent tube, household batteries, thermometer and thermostat

Swimming Pool Chemicals: Pool acid, stabilizer and chlorine (exceptions to certain items apply)

Electronics: TV, computer, monitor, mouse, MP3 player, DVD/CD/tape player, VCR, cell phone, desktop printer, keyboard, fax machine, scanner, microwave, CD rom and related cords

WE REMAIN THAT WILL NOT BE COLLECTED: We cannot collect aerosols, explosives, asbestos, or any materials manufactured or containing asbestos. For further information about proper disposal methods for non-accepted items, compressed cylinders, hazardous materials, or materials in quantities larger than the quantities shown on the Waste Management's At Your Door Special Collection Form.





Count on us!

Waste Management's At Your Door Special CollectionSM service has extensive experience working with public agencies and regulatory organizations implementing home generated special materials programs that comply with federal, state and local regulations.

Review your regulations, as some areas have specific recycling and diversion requirements. This program is committed to helping public agencies meet these regional, local and state recycling and diversion targets, whether you are complying with existing regulations or proactively getting ahead of the curve by setting your own standards. The At Your DoorSM service is the next step for increasing these targets. We are committed to helping you meet current and future changes in regulatory compliance.

Waste Management's At Your Door Special CollectionSM service will help you achieve your community's objectives.

There are many components in evaluating a successful community program:

- Most accessible to residents, they can use the program at their convenience
- Community wide service that allows all residents to participate (including seniors and the disabled)
- Available year round
- Turnkey program with minimal staff time
- Largest quantity of materials prevented from entering the landfill (when compared to other programs)
- Zero capital expense (nothing to build and maintain)
- Zero general fund allocations (when included in rates)
- Achieve higher recycling and diversion rates
- Meet stormwater requirements
- Comprehensive reporting capabilities to track amount of diverted materials



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WHATYOURDOOR.COM

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20170314 12:54

Exhibit C

City of Berwyn

Commercial Service for City Locations:

BERWYN COMMERCIAL SERVICE			Refuse			Recycle		
MAS #	Account	Address	# of Containers	Size	Frequency	# of Containers	Size	Frequency
150-116928	BERWYN CITY OF CITY HALL	6700 26th St	3	2.0	Tu/F	1	1.5	Th
						4	64G	Th
150-151979	BERWYN CITY OF COMMUNITY CNTR	6420 16th St	2	2.0	M/Th	1	96G	Tu
			1	1.5	M/Th	3	Bins	Tu
150-122863	BERWYN CITY OF FIRE DEPT	6434 W Windsor Ave	1	1.0	Tu	1	96G	W
						1	64G	W
150-1134741	BERWYN CITY OF FIRE DEPT	6700 26th St	1	96G	W			
150-1134768	BERWYN CITY OF FIRE DEPT	6615 16th St	1	1.5	Th	1	64G	Tu
			1	96G	Tu			
150-125587	BERWYN CITY OF HEALTH DEPT	6600 26th St	1	2.0	Tu	1	2.0	Th
150-1263916	BERWYN CITY OF JANURA PARK	28th St & East Ave	1	1.5	Tu/F			
			1	2.0	Tu/F			
150-1134814	BERWYN CITY OF CDBG	6420 16th St	1	96G	M			
150-1361829	BERWYN CITY OF PUBLIC LIBRARY	2701 Harlem Ave	1	6.0	Tu	7	96G	Th
150-8172828	BERWYN CITY OF POLICE DEPT	6401 31st St	1	6.0	Tu/F			
150-117576	BERWYN CITY OF PUB WORKS BLDG	6700 30th St	2	2.0	W			
			2	96G	W			
150-117525	BERWYN CITY OF RECREATION	6501 31st St	4	2.0	M,W,Th,F			
150-938049	BERWYN CITY OF WATER DEPT	6201 19th St	1	1.0	Th			
150-8225737	CERMAK CANS	7153 W Cermak Ave	65	1.0	Th			
150-8225736	CITY CANS	6333 Ogden Ave	28	1.0	Th			

POL Service for City Locations:

BERWYN POL SERVICE					
MAS #	Account	Address	#	Unit	Frequency
899-1755692	BERWYN BASEBALL ALLEY	28th and East Ave	3	POL	M
899-1793309	BERWYN CITY OF FREEDOM PARK	3701 Scoville Ave	1	HDC POL	M,W,F
899-1800248	BERWYN JANURA PARK	2801 28th St	1	POL	M
899-1805718	BERWYN PARK DISTRICT	31st St & Wisconsin Ave	1	HDC POL	M
899-1723917	BERWYN PUBLIC WORKS BLDG	6700 30th St	1	POL	M

Special Event Service for City:

BERWYN SPECIAL EVENTS					
City Events	Standard POL	Handicap POL	Sinks	96G	Rolloffs (20cy)
Houby Days	22	4	4	100	1
Oktoberfest	46	2	16	60	(5) 30cy
Health & Fitness Fair	2	2	1		
Route 66 Car Show	20		10	30	1
Farmers Markets (14)	1	1	1		
Softball Tournament	3		2	15	
Groovin the Grove	7	1	3		
Fireworks	15		4		
Clean Sweep	3	1	2		
Park District Events					
All Hallows Eve	8		2 (HS)		
Fall Festival		1			
Brew Fest	8		2 (HS)		
Back to School	3		2		
Fiesta Back to School	1	1	2		

Exhibit D

*Give This Paper
a Future!*

This isn't this piece of paper's first rodeo. It's been recycled before, and it can be recycled again. So do your part.

Check out these other items that can thank recycling for a chance at an exciting second career.



That bottle in your cup holder today could become a park bench or even filling for a park's one day.



Recycle that newspaper today, and it could return to your home in the form of a cereal box.



Recycle that aluminum can today, and it could be back on the shelf as a new one in just 60 days!



And this piece of paper? Recycle it today, and who knows what story it might tell later.

Waste Management

We partner with our customers and communities to manage and reduce waste from collection to disposal while recovering valuable resources and creating clean, renewable energy.

Contact your local Waste Management representative or email rorr@wm.com

© 2014 Waste Management, Inc.



It's time to rethink
recycling.
Here's how.



Did you know recycling just one aluminum can saves enough energy to:

2hrs :
Run a TV for two hours?

Power a 14-watt CFL bulb for 20 hours?

3hrs
Power a computer for three hours?

When you think of the difference just one person could make, imagine the positive impact whole communities could have by recycling.

You Have the Power!

Ever wonder, "Why and how to recycle?" When you use "Recycle Often, Recycle Right.™" great things happen. Every day we encounter hundreds of recyclable items. By recycling properly, you help materials get to their next best use, which in turn saves tons upon tons of raw materials, time, energy and expense.

It's Time to Rethink Recycling

69% of plastic bottles don't get recycled* 45% of aluminum cans end up in the garbage.* Liquids often spoil a whole load of otherwise recyclable paper. That's why it's time to get back to the basics of good recycling. The fact is that some recycling actions make a bigger impact than others. The Recycle Often, Recycle Right.™ Recycling Rules will help you rethink recycling to make a sustainable impact!

Visit RecycleOftenRecycleRight.com to make the promise and become a Recycling Ambassador. Whether you're a home owner, teacher, city official, business, kid, or a recycling enthusiast, all the information you need to help pass it on is just few clicks away.

*Source: US Environmental Protection Agency

RECYCLING RULES

1. RECYCLE ALL BOTTLES, CANS AND PAPER
2. KEEP ITEMS CLEAN AND DRY
3. NO PLASTIC BAGS

Certain offenders can slow down the recycling process or even ruin the load.

Make the Promise at RecycleOftenRecycleRight.com and then pass it on.

Participation is Key

With the help of communities across the country, Waste Management recycled enough material last year to fill 168,819 Boeing 737s.

© 2014 Waste Management, Inc. The Recycle Often, Recycle Right.™ recycling education program was developed based upon national best practices. Please consult your local municipality for their acceptable materials and additional details of local programs, which may differ slightly.

Always recycle:

Plastic Bottles & Containers	Food & Beverage Cans
Paper	Flattened Cardboard & Paperboard
Food & Beverage Cartons	

Do NOT include in your recycling cart:

NO Food Waste	NO Plastic Bags & Film
NO Foam Cups & Containers	NO Needles

To Learn More, Visit RecycleOftenRecycleRight.com

#RRR

Exhibit E

WASTE WATCH
a Community Service from Waste Management Inc.

WASTE MGR'S AGENCY
SAFEGUARDING
OUR PEOPLE AND
OUR COMPANY
SECURITY

Think of 20,000 carefully chosen, trained, and certified individuals driving through neighborhoods enhancing community safety by being observant and reporting accidents and suspicious situations to the police.

WASTE WATCH 

WASTE WATCH

Waste Management has a strong local commitment to every individual community we serve. Making communities cleaner, safer and stronger is a central focus for us. Waste Management's Corporate Security Services and Community Relations organizations have established Waste Watch to further enhance the safety of our neighborhoods and augment other community-based programs.

Our drivers cover the roads in many communities with more consistency than parcel delivery services, or anyone else. Think of 20,000 carefully chosen, trained, and certified individuals driving through neighborhoods enhancing community safety by being observant and reporting accidents and suspicious situations to the police.

We also have a strong commitment to community safety. Our drivers are provided comprehensive safety training. Our neighbors can rest easier because we know who our drivers are! Our extensive pre-hire screening and drug testing program goes far beyond what government requires, including checking sex offender registries and the terrorist watch list.

Waste Watch works because it's a partnership between Waste Management, law enforcement, emergency services and Highway Watch, Neighborhood Watch, and Amber Alert. Every Waste Management truck is equipped with a 2-way radio or cell phone. Our drivers and helpers have undergone training to spot and report anything suspicious or dangerous to their dispatcher or directly to 9-1-1: Events such as vehicle crashes, fires, road hazards and suspicious activities.

Our employees live, work and raise their families in these communities, and we are privileged to work in a business that helps to improve the health and safety of individuals and communities in a very direct way. If you are interested in a Waste Watch program in your neighborhood, call WM Security at 1-800-882-3149 and we will connect you with your local WM community representative.



WASTE
WATCH



The City of Berwyn



Brian L. Pabst
City Administrator

J-10

A Century of Progress with Pride

Date: March 13, 2018

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

Re: Continued Support of, and Participation in, the West Cook County Solid Waste Agency's Regional Disposal Project.

More than 20 years ago, the West Cook County Solid Waste Agency (WCCSWA) initiated its Regional Disposal Project (RDP). In 1997, the City of Berwyn joined this consortium via a signed Agreement / Resolution. The RDP is a cooperative, regional effort in which participating member communities jointly contract for long-term solid waste transfer and disposal capacity. The primary goals of the RDP are to provide participating member communities with reduced costs for solid waste disposal, price stability and environmental safeguards.

Our current rate per ton is \$50.28. The WCCSWA recently drafted an RFP and received four proposals from Groot, Republic (formerly Allied), Lakeshore / Advanced, and Strom / Waste Management. All proposers were interviewed in January 2018 with Groot submitting the lowest bid at \$43.99 per ton.

The City of Berwyn's contractor – Waste Management, has worked seamlessly with this program for the last several years. The waste is delivered by the hauler to the agency designated landfill facility where it is loaded in larger trucks and taken to the landfill at the reduced rate. Our current contractor – Waste Management, pays the WCCSA monthly for the City of Berwyn disposal costs based on a per ton schedule at the reduced rate; this cost is built in to the City of Berwyn's current and proposed agreement with Waste Management.

As indicated above, the benefits of being a member of the WCCSWA are significant. This has been an excellent, money saving program for numerous municipalities for over 20 years.

Recommendation:

Staff recommends the approval of the attached Resolution of continued support of and participation in the West Cook County Solid Waste Agency's Regional Disposal Project.

Brian Pabst, City Administrator

THE CITY OF BERWYN

RESOLUTION
NUMBER _____

**A RESOLUTION OF CONTINUED SUPPORT OF AND
PARTICIPATION IN THE WEST COOK COUNTY SOLID
WASTE AGENCY'S REGIONAL DISPOSAL PROJECT**

RESOLUTION NO. _____

**A RESOLUTION OF CONTINUED SUPPORT OF AND
PARTICIPATION IN THE WEST COOK COUNTY SOLID
WASTE AGENCY'S REGIONAL DISPOSAL PROJECT**

WHEREAS, more than twenty years ago, the units of local government as members and associate members ("Members") of the West Cook County Solid Waste Agency ("Agency") banded together in an effort to control the rising cost of the transfer and disposal of the municipal solid waste generated by their citizens; and

WHEREAS, the Members were also intent on minimizing their potential legal liability regarding the disposal of their municipal solid waste and assist in the Agency's effort to increase recycling of significant portions of the waste stream; and

WHEREAS, in order to accomplish these goals, the Members entered into Project Use Agreements with the Agency thereby agreeing to supply their municipal solid waste to and become Participating Members in the Agency's Regional Disposal Project ("RDP"); and

WHEREAS, as appropriate and from time to time, the Agency negotiated with numerous waste haulers to renew or enter into new contracts with the preference being renewable ten year contracts ("RDP Contract(s)") providing for the transfer and disposal of the municipal solid waste generated by the citizens of the Participating Members; and

WHEREAS, a new RDP Contract has been negotiated and it has or will be entered into prior to the expiration of the current RDP Contract; and

WHEREAS, the RDP Contract accomplishes the goal of the limitation of environmental liability by providing for environmental audits of disposal facilities, requiring surety bonds, environmental insurance for disposal facilities and indemnification by the contractor and its parent company; and

WHEREAS, the RDP Contract limits price increases and further caps yearly price increases based on the cost of living; and

WHEREAS, the City of Berwyn entered into a Project Use Agreement with the Agency and has participated in the RDP and wishes to continue to do so.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Berwyn, as follows:

SECTION 1: The foregoing preambles are hereby incorporated into this Resolution as though fully set forth herein.

SECTION 2: The City Board hereby finds that intergovernmental cooperation in the form of the Regional Disposal Project to have been a success and a significant benefit to our citizens.

SECTION 3: Accordingly, the City of Berwyn will continue to be a part of the Regional Disposal Project through its Project Use Agreement with the Agency.

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

SECTION 5: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

APPROVED on _____

Mayor

ATTEST:

CLERK

The City of Berwyn



Robert J. Lovero
Mayor

K-1

A Century of Progress with Pride

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

March 9, 2018

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

Subject: Payroll March 7, 2018

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the March 13, 2018 meeting.

Payroll: March 7, 2018 in the amount of \$1,206,733.94

Respectfully Submitted,

Finance Department

The City of Berwyn



Robert J. Lovero
Mayor

K-2

A Century of Progress with Pride

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

March 9, 2018

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

Subject: Payables March 13, 2018

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the March 13, 2018 meeting.

Payables: March 13, 2018 in the amount of \$1,435,488.19.

Respectfully Submitted,

Finance Department

CITY of BERWYN

Payment Register

From Payment Date: 3/9/2017 - To Payment Date: 3/14/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
44770	02/23/2018	Open			Accounts Payable	Paramount Restoration Group, Inc.	\$5,297.00		
44771	02/26/2018	Open			Accounts Payable	eDot	\$190.00		
44772	02/26/2018	Open			Accounts Payable	Industrial Organizational Solutions, Inc.	\$2,910.00		
44773	02/26/2018	Open			Accounts Payable	K's Quality Construction, Inc.	\$356.00		
44775	02/26/2018	Open			Accounts Payable	Provantage LLC	\$245.08		
44776	02/26/2018	Open			Accounts Payable	Syserco Midwest	\$24,534.00		
44777	02/26/2018	Open			Accounts Payable	CASEY STEFANO	\$150.00		
44778	02/26/2018	Open			Accounts Payable	LAURA LOPEZ	\$1,475.00		
44779	02/27/2018	Open			Accounts Payable	Alicia Ruiz	\$627.13		
44780	02/27/2018	Open			Accounts Payable	Berwyn Historical Society	\$50.00		
44781	02/27/2018	Open			Accounts Payable	Berwyn North School District #98	\$400.00		
44782	02/27/2018	Open			Accounts Payable	Youth Crossroads	\$250.00		
44783	02/28/2018	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$17,574.00		
44784	03/01/2018	Open			Accounts Payable	AT & T	\$124.13		
44785	03/01/2018	Open			Accounts Payable	Chase	\$337.89		
44786	03/01/2018	Open			Accounts Payable	Jose Ramirez	\$358.95		
44787	03/01/2018	Open			Accounts Payable	Robert W. Fejt	\$1,530.77		
44788	03/01/2018	Open			Accounts Payable	Youth Crossroads	\$1,950.00		
44789	03/02/2018	Open			Accounts Payable	Easypermit Postage	\$3,367.23		
44790	03/02/2018	Open			Accounts Payable	Pitney Bowes	\$3,449.36		
44791	03/02/2018	Open			Accounts Payable	Special Events Management	\$600.00		
44792	03/02/2018	Open			Accounts Payable	CYNTHIA BUSSE	\$500.00		
44793	03/02/2018	Open			Accounts Payable	Berwyn Park District	\$500.00		
44794	03/05/2018	Open			Accounts Payable	Thomson Reuters	\$516.00		
44795	03/05/2018	Open			Accounts Payable	Thomson Reuters- West	\$343.04		
44796	03/06/2018	Open			Accounts Payable	Verizon Wireless - LeHigh	\$1,169.68		
44797	03/14/2018	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$4,278.30		
44798	03/14/2018	Open			Accounts Payable	Able Printing Service	\$225.00		
44799	03/14/2018	Open			Accounts Payable	ACS	\$3,750.00		
44800	03/14/2018	Open			Accounts Payable	Addison Fire Protection	\$375.00		
44801	03/14/2018	Open			Accounts Payable	AETNA	\$36,027.96		
44802	03/14/2018	Open			Accounts Payable	Air One Equipment, Inc.	\$3,448.93		
44803	03/14/2018	Open			Accounts Payable	Algor Plumbing and Heating Supply	\$210.42		
44804	03/14/2018	Open			Accounts Payable	American Red Cross-Health & Safety Services	\$81.00		
44805	03/14/2018	Open			Accounts Payable	AMS Electric, Inc.	\$3,560.00		
44806	03/14/2018	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$119.00		
44807	03/14/2018	Open			Accounts Payable	AT & T	\$6,264.30		
44808	03/14/2018	Open			Accounts Payable	AT & T	\$7,636.98		
44809	03/14/2018	Open			Accounts Payable	AT& T	\$8,736.50		
44810	03/14/2018	Open			Accounts Payable	AT& T	\$3,649.55		
44811	03/14/2018	Open			Accounts Payable	AWESOME Pest Service	\$755.00		
44812	03/14/2018	Open			Accounts Payable	B. Davids Landscaping	\$185.00		
44813	03/14/2018	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$78.75		
44814	03/14/2018	Open			Accounts Payable	Barbara Ziemba	\$91.85		
44815	03/14/2018	Open			Accounts Payable	Barge Terminal & Trucking	\$893.52		

CITY of BERWYN

Payment Register

From Payment Date: 3/9/2017 - To Payment Date: 3/14/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
44816	03/14/2018	Open			Accounts Payable	Battery Junction	\$132.48		
44817	03/14/2018	Open			Accounts Payable	Berwyn Ace Hardware	\$22.95		
44818	03/14/2018	Open			Accounts Payable	Berwyn Development Corporation	\$815.00		
44819	03/14/2018	Open			Accounts Payable	Berwyn Garage	\$524.92		
44820	03/14/2018	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$2,709.00		
44821	03/14/2018	Open			Accounts Payable	Betsey Means Wills	\$350.00		
44822	03/14/2018	Open			Accounts Payable	Building Services of America,LLC	\$988.95		
44823	03/14/2018	Open			Accounts Payable	Case Lots, Inc.	\$1,371.63		
44824	03/14/2018	Open			Accounts Payable	Cassidy Tire	\$1,161.00		
44825	03/14/2018	Open			Accounts Payable	CDW Government, Inc.	\$1,457.19		
44826	03/14/2018	Open			Accounts Payable	CenterPoint Energy Services,Inc.	\$11,187.88		
44827	03/14/2018	Open			Accounts Payable	Chicago Metropolitan Fire Prevention Company	\$210.00		
44828	03/14/2018	Open			Accounts Payable	Chicago Office Products Co.	\$1,549.02		
44829	03/14/2018	Open			Accounts Payable	Chicago Police Department	\$1,988.00		
44830	03/14/2018	Open			Accounts Payable	Chicago Tribune	\$624.00		
44831	03/14/2018	Open			Accounts Payable	Cintas Corporation	\$1,512.61		
44832	03/14/2018	Open			Accounts Payable	Citadel	\$204.00		
44833	03/14/2018	Open			Accounts Payable	College of DuPage	\$149.00		
44834	03/14/2018	Open			Accounts Payable	Comcast Cable	\$552.35		
44835	03/14/2018	Open			Accounts Payable	ComEd	\$791.09		
44836	03/14/2018	Open			Accounts Payable	ComEd	\$32,808.32		
44837	03/14/2018	Open			Accounts Payable	Complete Temperature Systems, Inc.	\$338.00		
44838	03/14/2018	Open			Accounts Payable	Constituent Outreach Consultants, Inc.	\$3,988.00		
44839	03/14/2018	Open			Accounts Payable	Continental Research Corporation	\$604.62		
44840	03/14/2018	Open			Accounts Payable	Cook County Clerk	\$10.00		
44841	03/14/2018	Open			Accounts Payable	COTG	\$2,217.40		
44842	03/14/2018	Open			Accounts Payable	Dearborn National Life Insurance Company	\$7,460.07		
44843	03/14/2018	Open			Accounts Payable	Diamond Graphics, Inc.	\$6,413.00		
44844	03/14/2018	Open			Accounts Payable	Dirty Deeds Environmental,LLC	\$475.00		
44845	03/14/2018	Open			Accounts Payable	Donegal Excavating, Inc.	\$3,465.00		
44846	03/14/2018	Open			Accounts Payable	Edmund P. Wandering	\$4,085.50		
44847	03/14/2018	Open			Accounts Payable	Elite Document Solutions	\$451.95		
44848	03/14/2018	Open			Accounts Payable	Emergency Vehicle Technologies	\$2,032.90		
44849	03/14/2018	Open			Accounts Payable	Empire Cooler Service, Inc.	\$92.00		
44850	03/14/2018	Open			Accounts Payable	Engineering Solutions Team	\$1,272.00		
44851	03/14/2018	Open			Accounts Payable	Federal Express Corporation	\$327.62		
44852	03/14/2018	Open			Accounts Payable	First Advantage Background Services Corp.	\$76.45		
44853	03/14/2018	Open			Accounts Payable	Fleet Safety Supply	\$242.34		
44854	03/14/2018	Open			Accounts Payable	FSCI	\$1,230.00		
44855	03/14/2018	Open			Accounts Payable	Gale / Cengage	\$877.94		
44856	03/14/2018	Open			Accounts Payable	Gallagher Materials, Inc.	\$2,945.00		
44857	03/14/2018	Open			Accounts Payable	Gary T. Copp	\$660.00		
44858	03/14/2018	Open			Accounts Payable	Goldstine,Skrodzki,Russian,Nemec & Hoff, LTD.	\$17,875.00		
44859	03/14/2018	Open			Accounts Payable	Gryphon Training Group, Inc.	\$125.00		
44860	03/14/2018	Open			Accounts Payable	H & H Electric Company	\$11,331.90		

CITY of BERWYN

Payment Register

From Payment Date: 3/9/2017 - To Payment Date: 3/14/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
44861	03/14/2018	Open			Accounts Payable	Hannah Rapp	\$10.48		
44862	03/14/2018	Open			Accounts Payable	Health Care Service Corporation	\$931,122.93		
44863	03/14/2018	Open			Accounts Payable	High PSI, LTD	\$1,428.58		
44864	03/14/2018	Open			Accounts Payable	Home Depot Credit Services	\$30.02		
44865	03/14/2018	Open			Accounts Payable	Horizon Screen Print	\$201.75		
44866	03/14/2018	Open			Accounts Payable	Illinois Association of Chiefs of Police	\$105.00		
44867	03/14/2018	Open			Accounts Payable	Illinois Association of Property & Evidence Mgrs.	\$790.00		
44868	03/14/2018	Open			Accounts Payable	Illinois Department of Transportation	\$585.00		
44869	03/14/2018	Open			Accounts Payable	Illinois Fire Inspectors Association	\$325.00		
44870	03/14/2018	Open			Accounts Payable	Illinois Secretary of State Police	\$317.00		
44871	03/14/2018	Open			Accounts Payable	Illinois Tactical Officers Association	\$390.00		
44872	03/14/2018	Open			Accounts Payable	Impact Networking,LLC	\$19.50		
44873	03/14/2018	Open			Accounts Payable	Infinity Communications Group	\$97.41		
44874	03/14/2018	Open			Accounts Payable	Ingram Library Services LLC	\$3,236.71		
44875	03/14/2018	Open			Accounts Payable	J. R. Carpet, Inc.	\$3,100.00		
44876	03/14/2018	Open			Accounts Payable	Jack's Rental, Inc.	\$2,214.98		
44877	03/14/2018	Open			Accounts Payable	Jack's Rental, Inc.	\$1,520.13		
44878	03/14/2018	Open			Accounts Payable	JNC Consulting, Inc.	\$2,150.00		
44879	03/14/2018	Open			Accounts Payable	Jo Snow	\$350.00		
44880	03/14/2018	Open			Accounts Payable	John Hadjioannou	\$1,300.00		
44881	03/14/2018	Open			Accounts Payable	John McGrath	\$550.00		
44882	03/14/2018	Open			Accounts Payable	John Tarullo	\$11,430.00		
44883	03/14/2018	Open			Accounts Payable	Just Tires	\$1,009.25		
44884	03/14/2018	Open			Accounts Payable	K's Quality Construction, Inc.	\$420.00		
44885	03/14/2018	Open			Accounts Payable	Klein, Thorpe and Jenkins, LTD.	\$7,378.40		
44886	03/14/2018	Open			Accounts Payable	L-K Fire Extinguisher Service Inc. No 2	\$125.50		
44887	03/14/2018	Open			Accounts Payable	Lawndale News	\$1,034.63		
44888	03/14/2018	Open			Accounts Payable	LexisNexis Risk Solutions	\$382.96		
44889	03/14/2018	Open			Accounts Payable	Little Village Printing	\$132.00		
44890	03/14/2018	Open			Accounts Payable	M & J Asphalt Paving	\$1,400.00		
44891	03/14/2018	Open			Accounts Payable	M. K. Sports	\$2,639.00		
44892	03/14/2018	Open			Accounts Payable	Mayo Clinic Store	\$32.00		
44893	03/14/2018	Open			Accounts Payable	McCann industries, Inc.	\$1,605.66		
44894	03/14/2018	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		
44895	03/14/2018	Open			Accounts Payable	Menards	\$71.91		
44896	03/14/2018	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$50.00		
44897	03/14/2018	Open			Accounts Payable	Micro Marketing, LLC	\$36.38		
44898	03/14/2018	Open			Accounts Payable	Midwest Tape	\$1,648.38		
44899	03/14/2018	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
44900	03/14/2018	Open			Accounts Payable	Mike & Sons	\$460.60		
44901	03/14/2018	Open			Accounts Payable	Monroe Truck Equipment, Inc.	\$2,652.63		
44902	03/14/2018	Open			Accounts Payable	MRA	\$18,400.00		
44903	03/14/2018	Open			Accounts Payable	National Animal Care & Control Association	\$1,190.00		
44904	03/14/2018	Open			Accounts Payable	NLEEC, SUM 450	\$4,950.00		
44905	03/14/2018	Open			Accounts Payable	Office Depot	\$389.62		
44906	03/14/2018	Open			Accounts Payable	Office Team	\$1,293.81		

CITY of BERWYN

Payment Register

From Payment Date: 3/9/2017 - To Payment Date: 3/14/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
44907	03/14/2018	Open			Accounts Payable	Oriental Trading Company	\$65.65		
44908	03/14/2018	Open			Accounts Payable	Otis Elevator Company	\$5,132.89		
44909	03/14/2018	Open			Accounts Payable	PACE Suburban Bus	\$500.00		
44910	03/14/2018	Open			Accounts Payable	Patrick N. Murray	\$1,925.00		
44911	03/14/2018	Open			Accounts Payable	Patten Industries, Inc.	\$1,273.46		
44912	03/14/2018	Open			Accounts Payable	PHS Locksmith	\$265.00		
44913	03/14/2018	Open			Accounts Payable	Pitney Bowes	\$810.61		
44914	03/14/2018	Open			Accounts Payable	Pitney Bowes	\$164.98		
44915	03/14/2018	Open			Accounts Payable	Professional Pest Control, Inc.	\$110.00		
44916	03/14/2018	Open			Accounts Payable	Provantage LLC	\$11.00		
44917	03/14/2018	Open			Accounts Payable	Quinn Stitt	\$15.00		
44918	03/14/2018	Open			Accounts Payable	R.E. Walsh & Associates, Inc.	\$125.00		
44919	03/14/2018	Open			Accounts Payable	Rick Dandan	\$13,385.00		
44920	03/14/2018	Open			Accounts Payable	Roscoe Company	\$1,016.87		
44921	03/14/2018	Open			Accounts Payable	Rose's Catering	\$1,780.00		
44922	03/14/2018	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$710.60		
44923	03/14/2018	Open			Accounts Payable	Scout Electric Supply	\$1,246.48		
44924	03/14/2018	Open			Accounts Payable	Secure Solutions, Inc.	\$525.00		
44925	03/14/2018	Open			Accounts Payable	Servicios Fuentes LTD	\$1,075.00		
44926	03/14/2018	Open			Accounts Payable	Shelfwiz	\$160.50		
44927	03/14/2018	Open			Accounts Payable	South Berwyn School District 100	\$173.02		
44928	03/14/2018	Open			Accounts Payable	Specialty Mat Service	\$336.96		
44929	03/14/2018	Open			Accounts Payable	Sprint	\$1,439.09		
44930	03/14/2018	Open			Accounts Payable	Standard Equipment Company	\$2,323.67		
44931	03/14/2018	Open			Accounts Payable	Storino, Ramello & Durkin	\$18,333.80		
44932	03/14/2018	Open			Accounts Payable	Suburban Laboratories, Inc.	\$585.00		
44933	03/14/2018	Open			Accounts Payable	SYNCB / AMAZON	\$1,414.67		
44934	03/14/2018	Open			Accounts Payable	Technology Management Revolving Fund	\$894.70		
44935	03/14/2018	Open			Accounts Payable	Tele-Tron Ace Hardware	\$1,161.37		
44936	03/14/2018	Open			Accounts Payable	Today's Business Solutions	\$1,840.00		
44937	03/14/2018	Open			Accounts Payable	Tom Deegan	\$280.00		
44938	03/14/2018	Open			Accounts Payable	Total Parking Solutions, Inc.	\$1,800.00		
44939	03/14/2018	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$316.80		
44940	03/14/2018	Open			Accounts Payable	Tryad Automotive	\$1,484.36		
44941	03/14/2018	Open			Accounts Payable	Unique Plumbing	\$17,832.50		
44942	03/14/2018	Open			Accounts Payable	US Gas	\$252.00		
44943	03/14/2018	Open			Accounts Payable	USIC Locating Services, Inc.	\$26,208.63		
44944	03/14/2018	Open			Accounts Payable	Verizon Wireless - LeHigh	\$734.62		
44945	03/14/2018	Open			Accounts Payable	Village of Romeoville Fire Academy	\$1,380.00		
44946	03/14/2018	Open			Accounts Payable	Weimer Machine	\$1,393.93		
44947	03/14/2018	Open			Accounts Payable	West Central Municipal Conference	\$6,321.99		
44948	03/14/2018	Open			Accounts Payable	WorldPoint ECC, Inc.	\$30.00		
44949	03/14/2018	Open			Accounts Payable	ALEXANDRA KOSIEK	\$50.00		
44950	03/14/2018	Open			Accounts Payable	AMPARO DIAZDELEON	\$3,500.00		
44951	03/14/2018	Open			Accounts Payable	ANGELINA MANFREDINI	\$50.00		
44952	03/14/2018	Open			Accounts Payable	BREAKING GROUND INC	\$1,475.00		
44953	03/14/2018	Open			Accounts Payable	DIAZ BROTHERS REMODELING	\$1,475.00		
44954	03/14/2018	Open			Accounts Payable	EMMA RYBCZYK	\$50.00		
44955	03/14/2018	Open			Accounts Payable	GAIL REMIYAS	\$175.00		

Payment Register

From Payment Date: 3/9/2017 - To Payment Date: 3/14/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
44956	03/14/2018	Open			Accounts Payable	GENESIS GROUP SERVICE CO.	\$1,475.00			
44957	03/14/2018	Open			Accounts Payable	JAIME ZURHEIDE & MAIRE MARTINO	\$3,500.00			
44958	03/14/2018	Open			Accounts Payable	JAMES MATZA & PATTY MARTINEZ	\$1,475.00			
44959	03/14/2018	Open			Accounts Payable	JOANNE SPARLING	\$1,475.00			
44960	03/14/2018	Open			Accounts Payable	JUAN LEYVA ESPINOSA	\$1,475.00			
44961	03/14/2018	Open			Accounts Payable	LEVA	\$395.00			
44962	03/14/2018	Open			Accounts Payable	LIGIA C. GRANADOS CARDENAS	\$1,475.00			
44963	03/14/2018	Open			Accounts Payable	LILLIAN AVELAR	\$1,475.00			
44964	03/14/2018	Open			Accounts Payable	OSCAR PENA	\$1,475.00			
44965	03/14/2018	Open			Accounts Payable	WILLIAM JAMBROSEK	\$3,500.00			
Type Check Totals:										
01 - General Cash Totals							195 Transactions	\$1,435,488.19		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	195	\$1,435,488.19	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	195	\$1,435,488.19	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	195	\$1,435,488.19	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	195	\$1,435,488.19	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	195	\$1,435,488.19	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	195	\$1,435,488.19	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	195	\$1,435,488.19	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	195	\$1,435,488.19	\$0.00

Chicago International Christian Church
4722 S. Woodlawn Ave.
Chicago, IL 60615
E-mail: eric.gayton@usd21.org
Phone Number: (312) 361-8375

K-3

To The City of Berwyn

March 07, 2018

We are requesting permission to fund raise on traffic corners in Berwyn. The purpose is to raise money for leadership training. The goal is to train our members to then be able to train others in Cook County and in other places in the world to learn how to build better communities, be more responsible citizens and learn how to help build family and moral character.

The fund raising event would be an activity of the Chicago International Christian Church established in 2006. We have responsibly fund raised at this intersection before. Our tax exempt identification number is: E9933-8688-02.

We are requesting the city of Berwyn to allow us specific dates for fundraising on the corners of Oak Park and Cermak Rd. Please consider the following Saturdays: March, 17th, 24th, and 31st from 9am to 5pm.

Thank you for your continual support as we are trying to raise money to make a difference in people's lives.

Thank you in advanced, I look forward to hearing from you.

Cory Blackwell/Evangelist



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

December 7, 2007

CHICAGO INTERNATIONAL CHRISTIAN CHURCH
1111 S. WABASH, SUITE 710
CHICAGO, IL 60605

Lisa Madigan
ATTORNEY GENERAL

RE: Religious Exemption of CHICAGO INTERNATIONAL CHRISTIAN CHURCH under
the Charitable Trust Act and the Illinois Solicitation Act.
CON 01052358

Dear Registrant:

We have reviewed the material supplied for CHICAGO INTERNATIONAL
CHRISTIAN CHURCH.

Based upon the information you have provided, CHICAGO INTERNATIONAL
CHRISTIAN CHURCH meets the qualifications of Section 3 (a) of 'An Act to Regulate
Solicitation and Collection of Funds for Charitable Purposes,' and Section 4 of 'The Charitable
Trust Act.' Therefore, it is a religious organization exempt from filing annual financial reports
under the Charitable Trust and Solicitations Acts.

I would also call your attention to Section 12 of the Solicitations Act which states that it
shall be unlawful for any Charitable organization to represent, directly or indirectly, for the
purpose of solicitation and collection of funds for charitable purposes, in any form or manner
whatsoever, that it has registered or otherwise complied with the provision of this Act.

In the event your organization should make any changes in the information which you
supplied on the registration statement, such as the name, officers, address or purpose, you must
notify us so that we may reflect those changes in our files.

Thank you for supplying this office with the information necessary to make this
determination. If you should have any questions, please feel free to contact me at (312) 814-
2595.

Very truly yours,

Nicole Hayes, Compliance Officer

Charitable Trusts Bureau
100 West Randolph Street, 11th Floor
Chicago, Illinois 60601-3175

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **NOV 06 2007**

CHICAGO INTERNATIONAL CHRISTIAN
CHURCH
C/O CHRIS BROOM
1111 S WABASH ST STE 710
CHICAGO, IL 60605

Employer Identification Number:
87-0771807

DLN:

17953284017007

Contact Person:

RONALD D BELL

ID# 31185

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(i)

Form 990 Required:

No

Effective Date of Exemption:

May 24, 2006

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 8/0/06

K-4



ST. MARY OF CELLE

1428 S. Wesley Ave. • Berwyn, Illinois 60402-1287 • 708-788-0876 • FAX 708-788-0242

2018 FEB 26 A 10:05

February 16, 2018

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

Dear Mr. Pavlik,

As in previous years, I am writing with a special request for Good Friday, March 30th. Once again, St. Mary of Celle is having a Way of the Cross procession and would like permission to walk two blocks in the streets near parish property. This year, we would like to start at the church at 15th & Euclid, walk north on Euclid to 13th Street, turn east and walk a block to Wesley Avenue, then turn south and walk back to 15th Street.

We are also requesting permission to have the perimeter around St. Mary of Celle be designated as a "no parking" area during the event, which would take place from 1:00 pm to 3:30 pm. It would also be helpful if the City would assist us with traffic control (to stop cars from driving through) at all designated corners.

Please let me know if you need any further information. Thank you for your consideration.

Sincerely,

Rev. Hugo Morales
Pastor

Christian Congregation of Jehovah's Witnesses

4108 S. Oak Park Ave
Stickney, IL 60402
708-945-2404 - 708-795-6526
englishciceropw@gmail.com

K-5

February 26th, 2018

Dear City Clerk,

This is our official request to apply for permission to conduct our Community Service in Berwyn, starting **Monday, April 2nd** through **Saturday, June, 30th 2018** at the following locations, days and times:

Locations:

Windsor & Oak Park
Windsor & Grove
Windsor & Harlem
Cermak & Home
Cermak & Elmwood
Cermak & Scoville
Cermak & Lombard
3308 & Oak Park

Days & Times:

Monday - Friday 7am-12pm & 4:30pm-6:30pm
Saturdays - 7am-1pm

Locations, days and times will vary due to the amount of volunteers available and weather but will not exceed the above locations, days and times.

Thank you again for your assistance and the privilege of serving the community!

Sincerely,



Art Gonzalez
Minister of Jehovah's Witnesses

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

K-6

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-1427
www.berwyn-il.gov

March 2, 2018

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

Re: Building and Local Improvement Permits

Gentlemen:

Attached is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of February 2018, along with a copy of Permit Statistics for this same period.

Respectfully

Charles D. Lazzara
Building Director

Report Of Building Permits Issued By The City Of Berwyn

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

Name and Address	Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Marco Salerno 3511 S. Maple Avenue	2/8/2018	Bldg-B 8270-1	\$0.00	\$130.00
Bianca Roldan 3725 S. Home Avenue	2/20/2018	Bldg-B 8642-2	\$0.00	\$50.00
Hector Garcia 3614 S. Ridgeland Avenue	2/27/2018	Bldg-B 8702-1	\$0.00	\$370.00
Diaz Brothers Remodeling Co 3135 S. Harvey Avenue	2/22/2018	Bldg-B 8732-1	\$0.00	\$150.00
Orlik Properties, Inc. 2422 S. Euclid Avenue	2/6/2018	Bldg-B 8778-3	\$0.00	\$230.00
American Revival Company NFP 1336 S. Clarence Avenue	2/8/2018	Bldg-B 8831-2	\$0.00	\$65.00
DBS Development LLC 1433 S. Highland Avenue	2/27/2018	Bldg-B 8876-1	\$0.00	\$50.00
GERARDO & SILVIA MARTINEZ 3729 S. Elmwood Avenue	2/16/2018	Bldg-B 8928-1	\$0.00	\$65.00
MG Holdings LLC 3639 S. Euclid Avenue	2/16/2018	Bldg-B 8930-1	\$4,400.00	\$285.00
Hector Garcia Living Trust 3630 S. Highland Avenue	2/1/2018	Bldg-B 8937-0	\$72,500.00	\$1,427.50
Ezequiel Holguin 2310 S. Lombard Avenue	2/7/2018	Bldg-B 8938-0	\$9,600.00	\$785.00
1310 Kenilworth Inc. 1310 S. Kenilworth Avenue	2/16/2018	Bldg-B 8939-0	\$220,000.00	\$7,305.00

Report Of Building Permits Issued By The City Of Berwyn

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

Name and Address	Issued	Permit No.	Cost Of Improvements	Cost Of Permit
1310 Kenilworth Inc. 1308 S. Kenilworth Avenue	2/16/2018	Bldg-B 8940-0	\$220,000.00	\$7,305.00
CONSTRUCTION A NEW SINGLE FAMILY HOME. INSTALL A 1 1/2" NEW WATER SERVICE. TO INCLUDE 5 BEDROOMS AND 3 1/2 BATHROOMS, BASEMENT WIL BE FINISHED WITH A RECREATIONS ROOM, LAUNDRY/MECHANICAL ROOM, 2 BEDROOMS AND A BATHROOM. A/C CONDENSERS MUST BE LOCATED BE				
Enanuvie Ewharekuko 1521 S. Grove Avenue	2/14/2018	Bldg-B 8941-0	\$0.00	\$635.00
***** READ NOTES DATE 3/1/2018*****ATF (PREVIOUS CONTRACTOR) R/R 3 BOILERS AND INSTALLED 2 FURNACES(FURNACES ARE BEING USED TO HELP THE A/C UNITS) --A WATTS 9-D DOUBLE CHECK VALVE IS ACCEPTABLE ON SINGLE FAMILY				
Be Wise Holding, LLC 2726 S. East Avenue	2/15/2018	Bldg-B 8942-0	\$60,000.00	\$3,355.00
2ND FLOOR ADDITION AND INTERIOR REMOLDING. 1ST FLOOR ADD 1/2 BATHROOM, REMODEL KITCHEN ABD EXISTING FULL BATHROOM, LIVING/DING ROOM AND LAUNDRY, 2ND FLOOR WILL HAVE 3 BEDROOMS AND FULL BATHROOM, BASEMENT IS CRAWL SPACE WITH MECHANICAL ROOM AND SINK. BOILE				
JAMES A MORRONE 6723 W. Riverside Drive	2/16/2018	Bldg-B 8943-0	\$43,000.00	\$2,555.00
INTERIOR REMODEL -- 1ST FLOOR WILL REMODEL THE KITCHEN AND FULL BATHROOM, LIVING ROOM AND DINING ROOM. 2ND FLOOR REMODEL THE FULL BATHROOM AND 4 EXISTING BEDROOMS. BASEMENT INSTALL A NEW BATHROOM IN THE BASEMENT, LAUNDRY ROOM, MECHANICAL ROOM AND RECREATI				
Krystof Zadora 1438 S. Kenilworth Avenue	2/16/2018	Bldg-B 8944-0	\$190,000.00	\$6,740.00
NEW SINGLE FAMILY HOME WITH 2 CAR GARAGE. WILL INCLUDE 4 BEDROOMS AND 3.5 BATHROOMS. WILL INSTALL 1 1/2" WATER SERVICE AND WATER METER. A/C CONDENSERS MUST BE LOCATED BEHIND THE HOUSE 3' FROM PROPERTY LOT LINE AND ELECTRICAL METER. MUST HARDWIRE SMOKE A				
Elmwood Group, LLC 1241 S. Harvey Avenue	2/21/2018	Bldg-B 8946-0	\$0.00	\$3,740.00
NEW DORMER TO INCLUDE 3 BEDROOMS AND 2 NEW BATHROOMS, R/R KITCHEN AND EXISTING BATHROOM ON 1ST FLOOR, PAINT, DRYWALL AS NEEDED, BASEMENT TO REMAIN UNFINISHED, BOILERS TO FORCED AIR. UPGRADE WATER SERVICE AND WATER METER TO 1". INSTALL NEW REAR STAIRS. ALL				
Prosperous Connections LLC 6437 W. 26th Street	2/22/2018	Gar-B 8947-0	\$11,000.00	\$330.00
BUILD NEW GARAGE 20X20 14' HEIGHT. JULIE DIG A0530988				
Prosperous Connections LLC 3208 S. Clinton Avenue	2/22/2018	Gar-B 8948-0	\$11,000.00	\$330.00
BUILD NEW GARAGE 20X20 14' HEIGHT. JULIE DIG A0530994				
Sourbis Brothers Management LL 3838 S. Ridgeland Avenue	2/26/2018	Bldg-B 8949-0	\$0.00	\$535.00
ATF FOR BASEMENT BATHROOM-PLUMBING ALREADY PASSED ON PRELIMINARY.				

Report Of Building Permits Issued By The City Of Berwyn

Friday, March 02, 2018

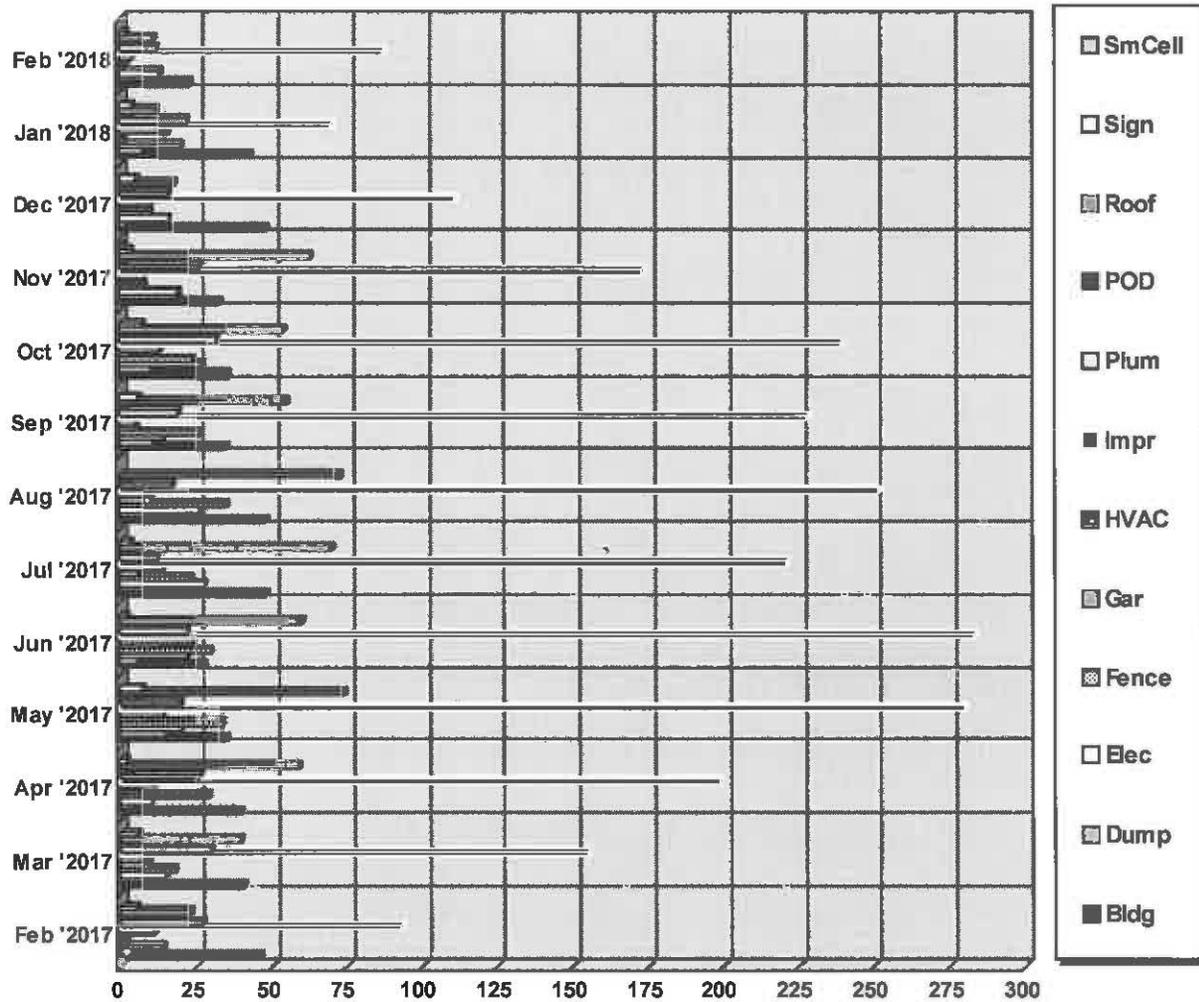
Between: 2/1/2018 And 2/28/2018

<i>Name and Address</i>			<i>Issued</i>	<i>Permit No.</i>	<i>Cost Of Improvements</i>	<i>Cost Of Permit</i>
<i>Kevin & Sabrina Johnson</i>	3108 S. Home Avenue	REMODEL THE BASEMENT TO INCLUDE A NEW BATHROOM AND OPEN RECREATIONAL SPACE - WITH WINDOWS TO EGRESS CODE, INSTALL A SUMP PUMP SYSTEM. WILL INSTALL HEAT LAMP.	2/26/2018	Bldg-B 8950-0	\$22,550.00	\$930.00
<i>ADOLFO MELENDEZ</i>	1308 S. Gunderson Avenue	ATF PERMIT FOR REMODEL ENTIRE BASEMENT AND INSTALL A BATHROOM BY PREVIOUS OWNER. REMOVE BASEMENT PANELING AND INSTALL DRYWALL. INSTALL EGRESS WINDOW IN BEDROOMS, INSTALL HOT WATER TANK. REPAIR AS NEEDED LOOSE FLOOR BOARDS AND TREADS ON FRONT PORCH. CLOSE	2/26/2018	Bldg-B 8951-0	\$1,500.00	\$200.00
<i>Maricela Guzman</i>	2307 S. Ridgeland Avenue	install new central air , new furnance 96% eff. 80,000 BTUs, new case coil 3 tons, new condenser 3 tons. A/C CONDENSERS MUST BE LOCATED BEHIND THE HOUSE 3' FROM PROPERTY LOT LINE AND ELECTRICAL METER.	2/27/2018	Bldg-B 8952-0	\$5,500.00	\$345.00
<i>Miriam Gonzalez & Irma Gomez</i>	2522 S. Scoville Avenue	ADDING 2ND STORY ADDITION TO INCLUDE 2 NEW BATHROOMS AND 3 BEDROOMS. ALL ELECTRIC, PLUMBING AND HVAC TO CURRENT CODE. ALL BEDROOMS REQUIRE A RETURN. BRING WINDOWS TO EGRESS CODE WHERE NEEDED.	2/28/2018	Bldg-B 8953-0	\$15,000.00	\$1,025.00
25	Building Permits Issued During Period		Totals		<u>\$886,050.00</u>	<u>\$38,937.50</u>

Permits Issued

Friday, March 2, 2018 9:00 AM

For Period Beginning 2/1/2017 And Ending 2/28/2018



Permit Detail

2018	February	Bldg	23		2017	December	Bldg	48	
2018	February	Dump	9		2017	December	Dump	2	
2018	February	Elec	13		2017	December	Elec	16	
2018	February	Fence	1		2017	December	Fence	10	
2018	February	Gar	2		2017	December	Gar	1	
2018	February	HVAC	4		2017	December	HVAC	10	
2018	February	Impr	87		2017	December	Impr	111	
2018	February	Plum	12		2017	December	Plum	16	
2018	February	POD	2		2017	December	POD	4	
2018	February	Roof	11		2017	December	Roof	18	
2018	February	Sign	2		2017	December	Sign	5	
			166						241
2018	January	Bldg	43		2017	November	Bldg	33	
2018	January	Dump	8		2017	November	Dump	19	
2018	January	Elec	20		2017	November	Elec	19	
2018	January	Fence	1		2017	November	Fence	8	
2018	January	HVAC	16		2017	November	Gar	1	
2018	January	Impr	70		2017	November	HVAC	8	
2018	January	Plum	22		2017	November	Impr	173	
2018	January	POD	4		2017	November	Plum	26	
2018	January	Roof	12		2017	November	POD	2	
2018	January	Sign	4		2017	November	Roof	63	
			200		2017	November	Sign	3	
					2017	November	SmCell	1	

356

Permit Detail

2017	October	Bldg	36
2017	October	Dump	10
2017	October	Elec	27
2017	October	Fence	24
2017	October	Gar	4
2017	October	HVAC	13
2017	October	Impr	239
2017	October	Plum	32
2017	October	POD	1
2017	October	Roof	54
2017	October	Sign	7

447

2017	September	Bldg	35
2017	September	Dump	11
2017	September	Elec	14
2017	September	Fence	26
2017	September	Gar	5
2017	September	HVAC	5
2017	September	Impr	228
2017	September	Plum	19
2017	September	POD	2
2017	September	Roof	55
2017	September	Sign	6

406

2017	August	Bldg	48
2017	August	Dump	11
2017	August	Elec	26
2017	August	Fence	35
2017	August	Gar	10
2017	August	HVAC	10
2017	August	Impr	252
2017	August	Plum	17
2017	August	POD	3
2017	August	Roof	73

485

2017	July	Bldg	48
2017	July	Dump	9
2017	July	Elec	28
2017	July	Fence	23
2017	July	Gar	6
2017	July	HVAC	14
2017	July	Impr	221
2017	July	Plum	12
2017	July	POD	3
2017	July	Roof	70
2017	July	Sign	3

437

2017	June	Bldg	28
2017	June	Dump	6
2017	June	Elec	22
2017	June	Fence	30
2017	June	Gar	13
2017	June	HVAC	24
2017	June	Impr	283
2017	June	Plum	22
2017	June	POD	6
2017	June	Roof	60
2017	June	Sign	2

496

2017	May	Bldg	35
2017	May	Dump	15
2017	May	Elec	20
2017	May	Fence	34
2017	May	Gar	9
2017	May	HVAC	14
2017	May	Impr	280
2017	May	Plum	20
2017	May	POD	6
2017	May	Roof	74
2017	May	Sign	7

514

2017	April	Bldg	40
2017	April	Dump	4
2017	April	Elec	10
2017	April	Fence	29
2017	April	Gar	1
2017	April	HVAC	11
2017	April	Impr	199
2017	April	Plum	26
2017	April	POD	4
2017	April	Roof	59
2017	April	Sign	2

385

2017	March	Bldg	41
2017	March	Dump	12
2017	March	Elec	15
2017	March	Fence	18
2017	March	Gar	9
2017	March	HVAC	7
2017	March	Impr	155
2017	March	Plum	30
2017	March	POD	3
2017	March	Roof	40
2017	March	Sign	6

336

2017	February	Bldg	46
2017	February	Dump	4
2017	February	Elec	14
2017	February	Fence	2
2017	February	Gar	2
2017	February	HVAC	11
2017	February	Impr	93
2017	February	Plum	27
2017	February	POD	2
2017	February	Roof	23
2017	February	Sign	5

229

Permit Detail

Total Permits Issued **4698**

Permits Issued By The Building Department

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

<u>Building</u>	Permits Issued: 23	Cost of Improvements: \$864,050.00
<u>Dumpster</u>	Permits Issued: 9	Cost of Improvements: \$4,300.00
<u>Electrical</u>	Permits Issued: 13	Cost of Improvements: \$26,705.00
<u>Fence</u>	Permits Issued: 1	Cost of Improvements: \$2,000.00
<u>Garage</u>	Permits Issued: 2	Cost of Improvements: \$22,000.00
<u>HVAC</u>	Permits Issued: 4	Cost of Improvements: \$16,778.00
<u>Local Improvement</u>	Permits Issued: 87	Cost of Improvements: \$470,405.59
<u>Plumbing</u>	Permits Issued: 12	Cost of Improvements: \$52,559.09
<u>POD</u>	Permits Issued: 2	Cost of Improvements: \$0.00
<u>Roofing</u>	Permits Issued: 11	Cost of Improvements: \$60,733.00
<u>Sign</u>	Permits Issued: 2	Cost of Improvements: \$6,800.00
Total Permits: <u>166</u>		Total Improvements: <u>\$1,526,330.68</u>

Fees Collected

Backfill Inspection	\$195.00
Building Permit Fee	\$11,932.50
Building Final	\$5,380.00

Permits Issued By The Building Department

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

Chimney Liner Rough	\$50.00
Chimney Liner Final	\$50.00
Masonry Final Inspection	\$75.00
Local Improvement Permit Fee	\$6,957.50
Electrical Rough	\$2,150.00
Electrical Permit Fees	\$630.00
Preliminary Electric	\$150.00
Electrical Underground	\$300.00
Electrical Service	\$300.00
Electrical Final	\$2,950.00
Sign Permit Fees	\$415.00
Footing Inspection	\$260.00
Preliminary Framing	\$195.00
Framing Rough	\$1,480.00
Fence Permit Fee	\$35.00
Foundation Inspection	\$195.00
Plumbing Rough	\$1,700.00
Plumbing Permit Fees	\$775.00
Plumbing Final	\$2,500.00
Preliminary Plumbing	\$100.00
Plumbing Inspection Underground	\$750.00
Plumbing Underground-Tap	\$500.00
Plumbing Underground-Service	\$500.00
Plumbing Underground-Divorce	\$250.00
Plumbing Underground-PVC Installation	\$250.00
Plumbing Underground-Bedding Inspection	\$250.00
Plumbing Underground-Head Test	\$200.00
Chloroalloy Inspection	\$50.00
Post Hole/Pier Inspection	\$500.00
RPZ Test/DDCA Valve	\$250.00
HVAC Permit Fees	\$185.00
HVAC Rough	\$1,755.00
Service Charge	\$510.00
HVAC Final	\$2,170.00
Insulation/Fire Stopping Inspection	\$1,350.00
Water Meter Fee	\$3,150.00
Tap Fee	\$10,000.00
Demo Final Inspection	\$130.00
Dumpster/POD	\$950.00
Parkway Use	\$150.00

Permits Issued By The Building Department

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

Parkway Inspection	\$50.00
Pre-Pour Inspection	\$345.00
Slab Pre-Pour	\$325.00
Stack Test	\$900.00
Pre-Pour Strt/Sdwk/Alley	\$350.00
Street Opening	\$675.00
Roof Covering Permit Fees	\$945.00
Roof Final Inspection	\$1,050.00
Garage Permit Fee	\$200.00
Gas Pressure Test	\$200.00
Water Pressure Test	\$300.00
Preliminary Fire Department	\$50.00
Rough Fire Department	\$400.00
Final Fire Department	\$450.00
Restoration Inspection	\$450.00
Total Fees Collected	\$69,315.00

Report Of Building/Improvement Permits Issued By The City Of Berwyn

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit		
<u>1</u> Hector Garcia Living Trust	3630 S. Highland Avenue	16-32-309-030-000	INTERIOR REMODELING: 1ST FLOOR - REMODEL THE KITCHEN. 1 FULL BATHROOM, LIVING ROOM , DINING ROOM, LAUNDRY ROOM AND 1 EXISTING BEDROOM. 2ND FLOOR - FINISH INTERIOR EXISTING DORMER WITH 1 MASTER BEDROOM AND 1 MASTER BATHROOM AND REMODEL THE EXISTING FULL BA	R	2/1/2018 Bldg-B	8937-0	\$72,500.00	\$1,427.50
<u>2</u> Robert A. Grieger	6514 W. 26th Street	16-30-404-011-000	plumbing rough reinspection 1st fl.	R	2/1/2018 Plum-L	77085-3	\$0.00	\$50.00
<u>3</u> JOCI 1846LLC	1846 S. Oak Park Avenue	16-19-315-041-000	REPAIR FROZEN AND BROKE WATER LINES AND R/R WATER HEATER -- ALL WORK TO CODE.	R	2/1/2018 Plum-L	78072-0	\$5,000.00	\$135.00
<u>4</u> Charles E. Evans & Lois E. Ev	1908 S. Maple Avenue	16-19-316-022-000	Install 30amp breaker/receptacle/wire for dryer. Install sensor light outside of garage door. Install dedicated circuits for washer/frezeer/sump pump. Install 12 new flush mount light fixtures. Add fan/light combo switch to 2 bedrooms.	R	2/1/2018 Elec-L	78073-0	\$4,575.00	\$185.00
<u>5</u> Berwyn Plaza LLC	6905 W. OGDEN AVENUE A	99-99-999-000-068	JOB STOP - INSTALLED VANITY LIGHTS FOR BARBERSHOP. INSTALL WOOD PANELING ON THE WALLS. HUNG MIRRORS ON THE WALLS AND WORK STATION AS WELL. TILES ON FLOORS.		2/1/2018 Impr-L	78074-0	\$4,000.00	\$50.00
<u>6</u> Anna Svehla	6927 W. 29th Place	16-30-317-025-000	Replace electric meter box, new grounding rod.	R	2/1/2018 Elec-L	78075-0	\$1,450.00	\$125.00
<u>7</u> Miguel & Concepcion Garcia	2337 S. Clinton Avenue	16-30-106-015-000	Install 5 eheat enví high efficiency heaters in second fl. And oull new circuits where needed.	R	2/1/2018 Elec-L	78076-0	\$3,700.00	\$170.00
<u>8</u> JKK IV LLC	1646 S. Lombard Avenue	16-20-303-039-000	PRELIMINARY PLUMBING AND ELECTRICAL INSPECTION OF WORK THAT WAS DONE BY THE PREVIOUS OWNER	R	2/1/2018 Impr-L	78077-0	\$0.00	\$100.00
<u>9</u> Jamie Rosin	6233 W. Cermak Road	16-29-102-007-000	33'-6" wide x 3'-6" projection x 7'-6" drop All new welded framework remove/dispose of existing. 40.25LF. No electric	C/R	2/1/2018 Impr-L	78078-0	\$7,500.00	\$180.00
<u>10</u> Jose Ortiz	1303 S. Euclid Avenue	16-19-209-002-000	replace 10 windows 1st floor and 9 windows on 2nd floor. Includes bedrooms, dining/living room and front area on 2nd floor. Check for egress. Call for final inspection.	R	2/2/2018 Impr-L	77886-1	\$2,600.00	\$55.00

Report Of Building/Improvement Permits Issued By The City Of Berwyn

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
11 R & B Customs 6606 W. Ogden Avenue	16-31-403-007-000	R/R REPLACE CONCRETE FLOOR	C	2/2/2018 Impr-L	78079-0	\$8,950.00 \$40.00
12 Thomas Guenshurg 3822 S. Kenilworth Avenue	16-31-329-023-000	T/O AND RESHINGLE HOUSE ROOF, R/R GUTTER AD DOWNSPOUTS. DOWNSPOUTS MUST DISBURSE ONTO PRIVATE PROPERTY. DUMPSTER MUST HAVE FLASHING BARRICADES.	R	2/2/2018 Roof-L	78080-0	\$14,440.00 \$325.00
13 Robert Lee McCutcheon & Jes 2832 S. Maple Avenue	16-30-308-037-000	R/R 4 WINDOWS-3 IN LIVING ROOM AND 1 IN BEDROOM (THIS BEDROOM WINDOW DOES NOT NEED TO MEET EGRESS BECAUSE ANOTHER WINDOW IN SAME BEDROOM ALREADY HAS EGRESS SEE PERMIT L-74551)	R	2/2/2018 Impr-L	78081-0	\$5,507.00 \$100.00
14 Haydee T. Nascimento 1843 S. Gunderson Avenue	16-19-414-017-000	fess for additional inspections, 2 framing and 2 insulations	R	2/5/2018 Impr-L	68041-1	\$0.00 \$200.00
15 Altagracia C. Herrera 2432 S. Harvey Avenue	16-29-118-032-000	BUILDING FINAL REINSPECTION : Remove and replace 8 windows, living room 2 ea. 29 3/4 x 66 1/2 1 ea 43 3/4 x 66 1/2, bedrooms 3 ea. 31 1/2 x 45 1/2, kitchen 2 ea. 31 1/2 x 41 1/2 vinyl fusion welded. (EGRESS).	R	2/5/2018 Impr-L	76976-1	\$0.00 \$50.00
16 Saleem Mohhammed 3528 S. Kenilworth Avenue	16-31-305-020-000	INTERIOR DEMO ONLY: Remove the old wooden floor on the 1st fl. And 2nd fl. Demolish kitchen w/t cabinets and flooring. Demolish bathroom and a half (2nd fl.) Demolis brick chimney (currently not belong used to vent anything per h/o). Dumpster for clean ou	R	2/5/2018 Impr-L	78082-0	\$8,000.00 \$90.00
17 6843 Stanley LLC 6843 W. Stanley Avenue	16-31-114-007-000	installation fo fire alarm system. 4 manual fire alarm boxes, 11 smoke detectors.	C	2/5/2018 Impr-L	78083-0	\$2,500.00 \$255.00
18 George & Bernice Fejt Trustee 2621 S. Cuyler Avenue	16-29-301-013-000	DUMPSTER ON THE STREET TO REMOVE UNWANTED ITEMS - DUMPSTER MUST HAVE FLASHING BARRICADES.	R	2/5/2018 Dump-L	78084-0	\$0.00 \$50.00
19 Cuyler-Cermak Bldg LLC 6318 W. Cermak Road	99-99-999-000-062	DUMPSTER FOR OWNER TO CLEAN OUT EVICTED TENANT DEBRIS. DUMPSTER MUST HAVE FLASHING BARRICADES.		2/5/2018 Dump-L	78085-0	\$50.00
20 Orlik Properties, Inc. 2422 S. Euclid Avenue	16-30-216-025-000	REVISION OF APPROVED PLANS	R	2/6/2018 Bldg-B	8778-3	\$0.00 \$230.00

Report Of Building/Improvement Permits Issued By The City Of Berwyn

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
21 Page Tilley 2535 S. Euclid Avenue	16-30-225-014-000	R	2/6/2018 Impr-L	77545-1	\$0.00	\$50.00
22 Sacreno & P. Zimmerman 6305 W. Roosevelt Road A	99-99-999-000-044		2/6/2018 Impr-L	78086-0	\$8,000.00	\$330.00
23 Alice Alvarez 2415 S. Wesley Avenue	16-30-218-006-000	R	2/6/2018 Elec-L	78087-0	\$1,500.00	\$140.00
24 Benito Huerta 3717 S. Highland Avenue	16-32-318-026-000	R	2/6/2018 Impr-L	78088-0	\$6,000.00	\$150.00
25 William & Marian Gerena 2232 S. Harvey Avenue	16-29-102-034-000	R	2/6/2018 Plum-L	78089-0	\$0.00	\$0.00
26 Ezequiel Holguin 2310 S. Lombard Avenue	16-29-111-024-000	R	2/7/2018 Bldg-B	8938-0	\$9,600.00	\$785.00
27 Grandview Capital, LLC 1817 S. Clarence Avenue	16-19-411-007-000	R	2/7/2018 Impr-L	78010-1	\$0.00	\$50.00
28 Abida Mazin 3029 S. Euclid Avenue	16-30-416-015-000	R	2/7/2018 Dump-L	78090-0	\$500.00	\$50.00
29 John & Doreen Wilson 1942 S. Wisconsin Avenue	16-19-317-033-000	R	2/7/2018 Impr-L	78091-0	\$1,980.00	\$90.00
30 Concetta Cairo 1515 S. Wenonah Avenue	16-19-127-007-000	R	2/7/2018 HVAC-L	78092-0	\$3,978.00	\$115.00

Report Of Building/Improvement Permits Issued By The City Of Berwyn

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
<u>31</u> Sarah K. Lash 6955 W. Riverside Drive	16-30-109-029-000	R	2/7/2018 Impr-L	78093-0	\$5,100.00	\$185.00
Install elec gate operator with dog earedstyle wood 6ft fence with iron posts. Using existing post holes with new iron posts. Julie dig x0300905						
<u>32</u> Marco Salerno 3511 S. Maple Avenue	16-31-301-010-000	R	2/8/2018 Bldg-B	8270-1	\$0.00	\$130.00
REINSPECTION HVAC AND BUILDING HAD TO MOVE CONDENSER FOR COMPLETE REHAB						
<u>33</u> American Revival Company NF 1336 S. Clarence Avenue	16-19-210-038-000	R	2/8/2018 Bldg-B	8831-2	\$0.00	\$65.00
REINSPECTION FOR INSULATION MAIN FLOOR /ATTIC-REMODEL INTERIOR- R/R KITCHEN AND 2 BATHROOMS, ALL NEW FLOORING, ALL NEW COPPER LINES AND VENTING, INSTALL NEW HOT WATER HEATER INSTALL NEW LAUNDRY SINK, NEW HVAC SYSTEM, INSTALL NEW ELECTRICAL SWITCHES AND OU						
<u>34</u> Juan Leyva Espinosa 6502 W. 28th Place	16-30-414-013-000	R	2/8/2018 Impr-L	76727-1	\$0.00	\$150.00
Plubming Reinspection/Inspection fees: 1) plumbing rough, 2) stack test 3) chloroly insp						
<u>35</u> Anna Svehla 6927 W. 29th Place	16-30-317-025-000	R	2/8/2018 Elec-L	78075-1	\$0.00	\$50.00
ELECTRICAL REINSPECTION - Replace electric meter box, new grounding rod.						
<u>36</u> Guillermna Sanchez 2115 S. Scoville Avenue	16-19-429-006-000	R	2/8/2018 Elec-L	78094-0	\$6,800.00	\$175.00
UPGRADE SERVICE 200AMP-3 METER SOCKETS AND 1 NEW PANEL. ADD EMERGENCY LIGHTS IN STAIRS AND ADDITIONAL OUTLETS IN BEDROOMS. INSTALL GFIS IN GARAGE AND BATHROOMS. ADD CLOSET LIGHTS.						
<u>37</u> 6334 Elmwood Partnership 6432-34 W. 19th Street	16-19-422-015-000	R	2/8/2018 Impr-L	78095-0	\$3,750.00	\$120.00
R/R 25 WINDOWS IN THE 6 APARTMENT - BRING WINDOWS TO EGRESS CODE						
<u>38</u> Saul Cabral 2420 S. Oak Park Avenue	16-30-112-051-000	R	2/8/2018 Impr-L	78096-0	\$2,000.00	\$140.00
ATF UPGRADING HOT WATER TO ON DEMAND SYSTEM, ENCLOSE MIDDLE BEDROOM LIGHT BULB.						
<u>39</u> Rebecca Sosa 2410 S. Clinton Avenue	16-30-109-017-000	R	2/8/2018 Elec-L	78097-0	\$2,500.00	\$105.00
UPGRADE TO 100AMP SERVICE, INSTALL 2 RECEPTACLES IN BEDROOM, RUN UNDERGROUND POWER TO GARAGE, REPLACE BX IN GARAGE. OWNER WILL DO RECEPTACLES AND OUTLETS.						
<u>40</u> Ahmed Shabana & Lynette Sha 1807 S. Wisconsin Avenue	16-19-310-003-000	R	2/9/2018 Plum-L	78098-0	\$1,500.00	\$85.00
R/R HOT WATER HEATER. CALL FOR FINAL INSPECTION.						

Report Of Building/Improvement Permits Issued By The City Of Berwyn

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

Name and Address	P.I.N. #		Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
PMG Berwyn Investments, LLC 3200 S. Oak Park Avenue E	99-99-999-000-068	INSTALL A FIRE ALARM SYSTEM FOR BOTH 3200 OAK PARK UNIT E AND 6801 STANLY UNIT C TO CODE.		2/9/2018 Impr-L	78099-0	\$4,900.00	\$485.00
41							
Gerald & Carmelita Romanelli 2345 S. Grove Avenue	16-30-112-012-000	Install acrylic liner over existing bath tub, install acrylic wall and ceiling accessoriess and valve.	R	2/12/2018 Impr-L	78100-0	\$4,806.00	\$185.00
42							
Harold Elgazar 6823 W. Stanley Avenue	16-31-114-014-000	INSTALL NEW AWNINGS FOR HOUSE OF SLOTS.	R	2/12/2018 Sign-L	78101-0	\$2,800.00	\$40.00
43							
Stephen & Alexis Egert 1812 S. Home Avenue	16-19-311-025-000	DUMPSTER ON THE STREET TO REMOVE UNWANTED ITEMS DUMPSTER MUST HAVE FLASHING BARRICADES.	R	2/12/2018 Dump-L	78102-0	\$0.00	\$50.00
44							
Yuejiang Wang & Liging Yue 3816 S. Scoville Avenue	16-31-423-093-000	Change water heater 50 gallon	R	2/12/2018 Impr-L	78104-0	\$750.00	\$85.00
45							
Vivian Chavez 3127 S. Grove Avenue	16-31-107-012-000	REPLACING COIL-4TON A COIL TO FIT A D CABINET. WIRING TO A/C.	R	2/13/2018 Elec-L	75452-1	\$0.00	\$50.00
46							
GAF Properties 1547 S. Cuyler Avenue	16-20-124-018-000	2 UNIT WITH A COMMERCIAL SPACE, INSTALL 3 NEW FURNACES WITH DUCTWORK, R/R DRYWALL WHERE NEEDED, INSTALL EGRESS WHERE NEEDED, REMODEL 2 KITCHENS AND 2 BATHROOMS. COMMERCIAL SPACE REMODEL 1/2 BATHROOM, R/R DRYWALL, FRAMING AND INSULATE, REINSTALL 2 STOREFRO	C/R	2/13/2018 Impr-L	78103-0	\$56,450.00	\$3,810.00
47							
JOCI 1846LLC 1846 S. Oak Park Avenue	16-19-315-041-000	(Replace 11 light fixtures , 8 GFCI outlets, Install 4 emergency lights. Install four emergency lights and new wiring on stairway. Install single grounded receptacle for garage door opener. GCFI receptacles in kitchen 2nd fl. and kitchen 1st fl. Laundry r	R	2/13/2018 Elec-L	78105-0	\$1,855.00	\$190.00
48							
Jim Zourdis 6969 W. Ogden Avenue B	99-99-999-000-061	R/R ROOT TOP UNITS 4 TON.		2/13/2018 HVAC-L	78106-0	\$4,500.00	\$225.00
49							

Report Of Building/Improvement Permits Issued By The City Of Berwyn

Friday, March 02, 2018

Between: 2/1/2018 And 2/28/2018

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Angelica Guardado 2343 S. East Avenue	16-30-212-015-000	R	2/13/2018 Impr-L	78107-0	\$4,000.00	\$270.00
COMPLIANCE VIOLATION – ATF FOR KITCHEN REMODEL. TWO PRONG ELECTRICAL OUTLETS AT MAIN LEVEL FIRE PLACE TO BE CONVERTED TO A THREE PRONG GROUNDED TYPE OUTLETS, SEVERAL OUTLETS/RECEPTACLES MISSING COVER-PLATES AS NEEDED. DE-CONVERT PLUMBING IN BASEMENT REAR						
50 Paul Menichini 1332 S. Euclid Avenue	16-19-208-035-000	R	2/13/2018 Elec-L	78108-0	\$1,000.00	\$125.00
CORRECT GARAGE VIOLATIONS - GFI OUTLET IN BATHROOM - NEW 100 AMP METER, RISER, SUPPLEMENTAL GROUND AND GROUND ROD						
51 Enanuvie Ewharekuko 1521 S. Grove Avenue	16-19-131-011-000	R	2/14/2018 Bldg-B	8941-0	\$0.00	\$1,295.00
***** READ NOTES DATE 3/1/2018*****ATF (PREVIOUS CONTRACTOR) R/R 3 BOILERS AND INSTALLED 2 FURNACES(FURNACES ARE BEING USED TO HELP THE A/C UNITS) --A WATTS 9-D DOUBLE CHECK VALVE IS ACCEPTABLE ON SINGLE FAMILY						
52 Scenrix, LLC 1540 S. Kenilworth Avenue	16-19-129-038-000	R	2/14/2018 Impr-L	77457-1	\$0.00	\$65.00
ROUGH HVAC INSPECTION						
53 Anna Svehla 6927 W. 29th Place	16-30-317-025-000	R	2/14/2018 Elec-L	78075-2	\$0.00	\$50.00
ELECTRICAL REINSPECTION - Replace electric meter box, new grounding rod.						
54 Michelle Garcia 1811 S. Grove Avenue	16-19-315-005-000	R	2/14/2018 POD-L	78109-0	\$0.00	\$50.00
POD ON THE STREET DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMMMING TRAFFIC.						
55 ZaNate Properties 1845 S. Clarence Avenue	16-19-411-019-000	R	2/14/2018 Impr-L	78110-0	\$9,686.00	\$160.00
INSTALLATION 29 STORM WINDOWS.						
56 Be Wise Holding, LLC 2726 S. East Avenue	16-30-409-031-000	R	2/15/2018 Bldg-B	8942-0	\$60,000.00	\$3,110.00
2ND FLOOR ADDITION AND INTERIOR REMOLDING. 1ST FLOOR ADD 1/2 BATHROOM, REMODEL KITCHEN ABD EXISTING FULL BATHROOM, LIVING/DING ROOM AND LAUNDRY, 2ND FLOOR WILL HAVE 3 BEDROOMS AND FULL BATHROOM, BASEMENT IS CRAWL SPACE WITH MECHANICAL ROOM AND SINK. BOILE						
57						

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Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Juan Leyva Espinosa 6502 W. 28th Place	16-30-414-013-000	R	2/15/2018 Impr-L	76727-2	\$0.00	\$50.00
RR existing heater. Install new replace attic/back porch rolling with 42" high railing, remove existing windows and replace with new windows, remove all outlets and install new throughout the house bring bathroom door frame up to code replace door, instal						
58						
Cibrook Ltd 2416 S. Harvey Avenue	16-29-118-025-000	R	2/15/2018 Impr-L	77867-1	\$0.00	\$50.00
ELECTRICAL ROUGH REINSPECTION add outlet back of house/smoke change to fan rated box						
59						
GRO PRO ENTERPRISES LL 1341 S. Wesley Avenue	16-19-210-019-000	R	2/15/2018 Impr-L	78111-0	\$500.00	\$90.00
INTERIOR DEMO OF WALL PANELING, FLOORING AND TILES, CARPETING AND UNWANTED ITEMS - NO STRUCTURAL DEMO -- DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMMING TRAFFIC.						
60						
JOCI 1846LLC 1846 S. Oak Park Avenue	16-19-315-041-000	R	2/15/2018 Plum-L	78112-0	\$5,100.00	\$250.00
R/R BOILER WITH RPZ INSTALL						
61						
kathleen Morado 1424 S. East Avenue	16-19-219-032-000	R	2/15/2018 Impr-L	78113-0	\$200.00	\$90.00
INTERIOR DEMO TO THE STUDS WHERE NEEDED - DEMO KITCHENS AND BATHROOMS --- NO STRUCTURAL DEMO DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMMING TRAFFIC.						
62						
GERARDO & SILVIA MARTIN 3729 S. Elmwood Avenue	16-31-419-118-000	R	2/16/2018 Bldg-B	8928-1	\$0.00	\$65.00
REINSPECTION OF INSULATION --- Building family room, bathroom office space on basement. Frame water meter room. Frame laundry room (existing) create walls. Frame out family room, insulate, drywall 12x10, family room area has existing heat vent. Office ro						
63						
MG Holdings LLC 3639 S. Euclid Avenue	16-31-401-028-000	R	2/16/2018 Bldg-B	8930-1	\$4,400.00	\$285.00
ADD BATHROOM IN BASEMENT.						
64						
1310 Kenilworth Inc. 1310 S. Kenilworth Avenue	16-19-113-025-000	R	2/16/2018 Bldg-B	8939-0	\$220,000.00	\$7,555.00
CONSTRUCT A NEW SINGLE FAMILY HOME, INSTALL A NEW 1 1/2 WATER SERVICE. CONSTRUCTION A NEW SINGLE FAMILY HOME. INSTALL A 1 1/2" NEW WATER SERVICE. TO INCLUDE 5 BEDROOMS AND 3 1/2 BATHROOMS, BASEMENT WIL BE FINISHED WITH A RECREATIONS ROOM, LAUNDRY/MECHANI						
65						

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Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
1310 Kenilworth Inc. 1308 S. Kenilworth Avenue	16-19-113-024-000	R	2/16/2018 Bldg-B	8940-0	\$220,000.00	\$7,555.00
CONSTRUCTION A NEW SINGLE FAMILY HOME. INSTALL A 1 1/2" NEW WATER SERVICE. TO INCLUDE 5 BEDROOMS AND 3 1/2 BATHROOMS, BASEMENT WIL BE FINISHED WITH A RECREATIONS ROOM, LAUNDRY/MECHANICAL ROOM, 2 BEDROOMS AND A BATHROOM. A/C CONDENSERS MUST BE LOCATED BE						
66 JAMES A MORRONE	6723 W. Riverside Drive	16-30-200-039-000	R	2/16/2018 Bldg-B	8943-0	\$43,000.00 \$2,555.00
INTERIOR REMODEL -- 1ST FLOOR WILL REMODEL THE KITCHEN AND FULL BATHROOM, LIVING ROOM AND DINING ROOM. 2ND FLOOR REMODEL THE FULL BATHROOM AND 4 EXISTING BEDROOMS. BASEMENT INSTALL A NEW BATHROOM IN THE BASEMENT, LAUNDRY ROOM, MECHANICAL ROOM AND RECREATI						
67 Krystof Zadora	1438 S. Kenilworth Avenue	16-19-121-032-000	R	2/16/2018 Bldg-B	8944-0	\$190,000.00 \$6,840.00
NEW SINGLE FAMILY HOME WITH 2 CAR GARAGE. WILL INCLUDE 4 BEDROOMS AND 3.5 BATHROOMS. WILL INSTALL 1 1/2" WATER SERVICE AND WATER METER. A/C CONDENSERS MUST BE LOCATED BEHIND THE HOUSE 3' FROM PROPERTY LOT LINE AND ELECTRICAL METER. MUST HARDWIRE SMOKE A						
68 Robert Dzedzic	6412 W. 27th Street	16-30-410-023-000	C/R	2/16/2018 Impr-L	75031-1	\$0.00 \$150.00
ELECTRICAL ROUGH REINSPECTION FOR INSTALL A FIRE ALARM SYSTEM TO CODE IN THE 3 UNITS.						
69 CCUT Realty LLC	3518 S. Clinton Avenue	16-31-305-002-000	R	2/16/2018 Impr-L	78114-0	\$0.00 \$165.00
PRELIMINARY PLUMBING, ELECTRIC AND FRAMING INSPECTION OF ATF WORK - KITCHEN REMODEL, BASEMENT REMODEL, NEW BASEMENT BATHROOM, 2ND FLOOR BATHROOM REMODEL AND RECESSED LIGHTING.						
70 Oscar Pena	1836 S. Home Avenue	16-19-311-035-000	R	2/16/2018 Impr-L	78115-0	\$1,575.00 \$140.00
INSTALL RISER AND EMERGENCY LIGHTING IN STAIRWELL, INSTALL EGRESS WINDOW IN BASEMENT. CALL FOR FINAL INSPECTION.						
71 JOSHUA FIZER	2329 S. Scoville Avenue	16-30-213-010-000	R	2/16/2018 POD-L	78116-0	\$0.00 \$0.00
POD FOR DELIVERY OF ITEMS						
72						

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Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
<u>73</u> Bianca Roldan 3725 S. Home Avenue	16-31-320-011-000	R	2/20/2018 Bldg-B	8642-2	\$0.00	\$50.00
<u>74</u> American Revival Company 3806 S. Elmwood Avenue	16-31-424-097-000	R	2/20/2018 Impr-L	75906-1	\$0.00	\$50.00
<u>75</u> Efren Lopez & Angelina Carrer 2534 S. Cuyler Avenue	16-29-124-020-000	R	2/20/2018 Impr-L	77186-4	\$0.00	\$50.00
<u>76</u> Joseph & Melissa Allen 6848 W. 26th Street	16-30-305-038-000	R	2/20/2018 Impr-L	78117-0	\$0.00	\$65.00
<u>77</u> Rudy & Rosario Bernal 6534 W. Sinclair Avenue	16-31-227-007-000	R	2/20/2018 Impr-L	78118-0	\$2,000.00	\$90.00
<u>78</u> Lea Eva Lopez 6402 W. 33rd Street	16-31-226-018-000	R	2/20/2018 Fence-L	78119-0	\$2,000.00	\$50.00
<u>79</u> 6822 Windsor, LLC 6822-36 W. Windsor Avenue	16-31-126-005-000	C	2/20/2018 Impr-L	78120-0	\$20,000.00	\$180.00
<u>80</u> Nicolas Pantoja 1927 S. Cuyler Avenue	16-20-322-010-000	R	2/20/2018 Impr-L	78121-0	\$300.00	\$90.00
<u>81</u> Alexander Vega 1300 S. Elmwood Avenue	16-19-214-021-000	R	2/20/2018 Impr-L	78122-0	\$250.00	\$40.00

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<u>82</u> Athi Anilhongse 6406 W. Windsor Avenue	16-31-211-023-000	R	2/20/2018 Roof-L	78123-0	\$5,493.00	\$140.00
<u>82</u> Elmwood Group, LLC 1241 S. Harvey Avenue	16-20-103-023-000	R	2/21/2018 Bldg-B	8946-0	\$0.00	\$3,740.00
<u>83</u> Gabriela Diaz & Frank A. Picchi 1324 S. East Avenue	16-19-211-010-000	R	2/21/2018 Dump-L	78124-0	\$500.00	\$90.00
<u>84</u> Ian & Brianne Sprayer 2121 S. Home Avenue	16-19-328-008-000	R	2/21/2018 Elec-L	78125-0	\$2,825.00	\$125.00
<u>85</u> Jaime Antillon 1319 S. Clinton Avenue	16-19-113-007-000	R	2/21/2018 Impr-L	78126-0	\$1,900.00	\$190.00
<u>86</u> Sadanka & Sarah Kalari 6546 W. 27th Place	16-30-411-002-000	R	2/21/2018 Impr-L	78128-0	\$7,740.21	\$180.00
<u>87</u> Michael T. Mlynarski 1822 S. Wenonah Avenue	16-19-310-031-000	R	2/21/2018 Plum-L	78129-0	\$0.00	\$85.00
<u>88</u> Antonio Calles 6725 W. Ogden Avenue	16-31-231-056-000	C	2/21/2018 Sign-L	78130-0	\$4,000.00	\$355.00
<u>89</u>						

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Between: 2/1/2018 And 2/28/2018

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Jose Coronado 3607 S. Harvey Avenue	16-32-311-024-000	R	2/21/2018 Impr-L	78131-0	\$3,000.00	\$350.00
CHANGE KITCHEN CABINETS, REPAIR KITCHEN TO CODE, MICROWAVE OUTLET, EXHAUST FAN, 3WAY DISHWASHER SWITCH, 220 ELECTRICAL STORE 7 CIRCUITS, ELIMINATE WALL IN KITCHEN TO ENLARGE- NON LOAD BEARING PER OWNER. ELIMINATE EXISTING LIVING ROOM CLOSET TO ENCLOSE COMP						
90 Rosalba Barrios 3843 S. Home Avenue	16-31-328-030-000	R	2/21/2018 Impr-L	78132-0	\$670.00	\$90.00
North window 2nd fl install casement. Egress signed						
91 Joaquin & Victor Carrera 1603 S. Clarence Avenue	16-19-403-044-000	R	2/21/2018 Roof-L	78133-0	\$7,000.00	\$190.00
T/O AND RESHINGLE HOUSE ROOF, R/R GUTTER AND DOWNSPOUTS. DOWNSPOUTS MUST DISBURSE ONTO PRIVATE PROPERTY.						
92 Rafael Granato 3510 S. Harvey Avenue	16-32-302-029-000	R	2/21/2018 Roof-L	78134-0	\$7,500.00	\$205.00
T/O AND RESHINGLE HOUSE ROOF. CALL FOR FINAL INSPECTION.						
93 JAMES MORRONE 3702 S. Highland Avenue	16-32-317-010-000	R	2/21/2018 Impr-L	78135-0	\$450.00	\$0.00
DEMO ONLY: 1 bath(1st fl), kitchen cabinets, any trim rotten. All 1st floor damaged walls/trim, to studs.						
94 Diaz Brothers Remodeling Co 3135 S. Harvey Avenue	16-32-109-001-000	R	2/22/2018 Bldg-B	8732-1	\$0.00	\$150.00
PLUMBING FEES ONLY: PLUMBING UBNDERGROUND PVC HEADING INSP. PLUMBING UNDERGROUND PVC HEAD TEST, GAS PRESSURE TEST.						
95 Prosperous Connections LLC 6437 W. 26th Street	16-30-230-028-000	R	2/22/2018 Gar-B	8947-0	\$11,000.00	\$330.00
BUILD NEW GARAGE 20X20 14' HEIGHT. JULIE DIG A0530988						
96 Prosperous Connections LLC 3208 S. Clinton Avenue	16-31-112-011-000	R	2/22/2018 Gar-B	8948-0	\$11,000.00	\$330.00
BUILD NEW GARAGE 20X20 14' HEIGHT. JULIE DIG A0530994						
97 Chicago Title Land Trust Comp 3803 S. Oak Park Avenue	16-31-420-002-000	R	2/22/2018 Impr-L	78127-0	\$48,000.00	\$1,405.00
REMODEL EXISTING KITCHEN, DINING AND POWDER ROOM ALL EXISTING, R/R CABINETS, COUNTERTOPS, DRYWALL, FRAMING, INSULATION, VANITY, SINK AND TOILET. UPGRADE TO 200AMP SERVICE. BRING ALL PLUMBING AND ELECTRIC TO CODE.						
98						

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Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
AA Real Estate Properties LLC 2626 S. Harvey Avenue	16-29-302-029-000	R	2/22/2018 Roof-L	78136-0	\$2,800.00	\$125.00
99						
BERWYN3 MANAGEMENT PR 6924 W. Cermak Road	99-99-999-999-030	C	2/22/2018 Impr-L	78137-0	\$3,950.00	\$270.00
100						
Guy, Mary Ann Papa * Josephi 6538 W. 26th Street	16-30-404-090-000	R	2/22/2018 Impr-L	78138-0	\$1,250.00	\$40.00
101						
Jeanette Nava 3723 S. Home Avenue	16-31-320-010-000	R	2/22/2018 Impr-L	78139-0	\$1,000.00	\$675.00
102						
VANYA HAJNAS 2416 S. Grove Avenue	16-30-111-027-000	R	2/22/2018 Elec-L	78140-0	\$500.00	\$90.00
103						
Spartan Exchange LLC 3629 S. Oak Park Avenue	16-31-400-019-000	R	2/22/2018 Impr-L	78142-0	\$1,500.00	\$340.00
104						
Austin & Kelly Knierim 7027 W. 26th Place	16-30-301-029-000	R	2/23/2018 Impr-L	78143-0	\$1,395.00	\$40.00
105						
335 Circle Partnership 2122 S. Ridgeland Avenue	16-19-431-017-000	R	2/23/2018 Impr-L	78144-0	\$19,000.00	\$722.50
106						
109 Property Series LLC 1852 1852 S. Gunderson Avenue	16-19-413-037-000	R	2/23/2018 Impr-L	78145-0	\$5,500.00	\$200.00
107						
Kevin & Susan Gray 3417 S. Maple Avenue	16-31-129-010-000	R	2/23/2018 Plum-L	78146-0	\$6,880.00	\$165.00
108						

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Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
<u>109</u> Ann Nowak & Benjamin Frinfro 2332 S. Clinton Avenue	16-30-105-032-000	R	2/23/2018 HVAC-L	78147-0	\$2,000.00	\$65.00
			ADDING A POWER VENT TO EXISTING FURNACE AND WATER HEATER THROUGH SIDE WALL OF EXISTING HOME.			
<u>110</u> Mary L. Hahn Trustee 3224 S. Home Avenue	16-31-111-022-000	R	2/23/2018 Impr-L	78148-0	\$18,560.00	\$497.50
			REMODEL THE KITCHEN - R/R CABINETS, COUNTERTOP, APPLIANCES AND INSTALL NEW EXHAUST FAN.- DISHWASHER NEEDS SEPARATE CIRCUIT. DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMMING TRAFFIC.			
<u>111</u> Daniel Avalos Jr 2544 S. Oak Park Avenue	16-30-117-035-000	R	2/23/2018 Plum-L	78149-0	\$12,800.00	\$2,205.00
			NEW 1 1/2 WATER SERVICE INSTALL WITH A 1" WATER METER. CALL WATER DEPARTMENT FOR WATER METER UPGRADE - 788-2660 EXT 6463.			
<u>112</u> Oscar & Leticia Tapia 2437 S. Wesley Avenue	16-30-218-014-000	R	2/23/2018 Roof-L	78150-0	\$400.00	\$50.00
			REPAIR A SECTION OF MOD BIT ON THE FLAT ROOF SECTION OF THE HOUSE.			
<u>113</u> Mathew Zurek 3234 S. Highland Avenue	16-32-112-037-000	R	2/23/2018 Roof-L	78151-0	\$5,700.00	\$140.00
			T/O AND RESHINGLE HOUSE ROOF, REPAIR REAR SOFFIT. CALL FOR FINAL INSPECTION			
<u>114</u> Breaking Ground Inc 1510 S. Lombard Avenue	16-20-126-025-000	R	2/23/2018 Impr-L	78152-0	\$5,600.00	\$165.00
			MITIGATION OF MOLD IN THE BASEMENT HEPA VACUUM INSTALL DEHUMIDIFIERS AND AIR SCRUBBERS, HAND CLEAN ALL WOODEN FRAMING AND WALLS/FLOORS, INTERIOR DEMO TO INCLUDE REMOVE TILES, CARPET AND FLOORING, ALL FIXTURES ALL BASEMENT INT WALLS AND FINISHES, REMOVE 2			
<u>115</u> Breaking Ground Inc 3833 S. Home Avenue	16-31-328-036-000	R	2/23/2018 Impr-L	78153-0	\$6,456.00	\$180.00
			MITIGATION OF MOLD IN THE BASEMENT HEPA VACUUM INSTALL DEHUMIDIFIERS AND AIR SCRUBBERS, HAND CLEAN ALL WOODEN FRAMING AND WALLS/FLOORS, INTERIOR DEMO TO INCLUDE REMOVE TILES, CARPET AND FLOORING, ALL FIXTURES ALL BASEMENT INT WALLS AND FINISHES, REMOVE 2			

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<u>116</u> Estefani Leyva 1834 S. East Avenue	16-19-411-034-000	R	2/23/2018 Impr-L	78154-0	\$2,890.00	\$385.00
DECONVERT THE BASEMENT THAT WAS INSTALLED WITH OUT A PERMIT. ATF FOR FURNACE INSTALL. INSTALL EGRESS WINDOW IN 2ND FLOOR BEDROOM TO CODE, ANY OPEN BULB LIGHTS IN PANTRY, STORAGE ROOMS AND BASEMENT CEILING MUST BE MADE FULLY ENCLOSED BULB FIXTURES. MAIN LE						
<u>117</u> Black Square Midwest 2648 S. Harvey Avenue	16-29-302-037-000	R	2/23/2018 Impr-L	78155-0	\$37,000.00	\$382.50
INSTALL NEW OVERHEAD DOOR, SERVICE DOOR, SIDE WINDOWS AND REPAIR SIDING, SKIM COAT GARAGE FLOOR AND PAINT, R/R GUTTER AND DOWNSPOUTS, PAINT EXTERIOR, INSTALL WINDOWS, FINISH HARDWOOD FLOORS, INSTALL NEW LIGHT FIXTURES, INSTALL TILE ON STAIRS TO BASEMENT A						
<u>118</u> Sourbis Brothers Management 3838 S. Ridgeland Avenue	16-31-424-124-000	R	2/26/2018 Bldg-B	8949-0	\$0.00	\$535.00
ATF FOR BASEMENT BATHROOM-PLUMBING ALREADY PASSED ON PRELIMINARY.						
<u>119</u> Kevin & Sabrina Johnson 3108 S. Home Avenue	16-31-103-016-000	R	2/26/2018 Bldg-B	8950-0	\$22,550.00	\$930.00
REMODEL THE BASEMENT TO INCLUDE A NEW BATHROOM AND OPEN RECREATIONAL SPACE - WITH WINDOWS TO EGRESS CODE, INSTALL A SUMP PUMP SYSTEM. WILL INSTALL HEAT LAMP.						
<u>120</u> ADOLFO MELENDEZ 1308 S. Gunderson Avenue	16-19-213-029-000	R	2/26/2018 Bldg-B	8951-0	\$1,500.00	\$200.00
ATF PERMIT FOR REMODEL ENTIRE BASEMENT AND INSTALL A BATHROOM BY PREVIOUS OWNER. REMOVE BASEMENT PANELING AND INSTALL DRYWALL. INSTALL EGRESS WINDOW IN BEDROOMS, INSTALL HOT WATER TANK. REPAIR AS NEEDED LOOSE FLOOR BOARDS AND TREADS ON FRONT PORCH. CLOSE						
<u>121</u> Merriment Homes Inc. 2834 S. Harvey Avenue	16-29-318-035-000	R	2/26/2018 Impr-L	78141-0	\$8,000.00	\$455.00
1. Update light bulbs to fully enclose. 2. GFCI outlets 3. Install egress windows in each bedroom per code (egress signed). 4. install handrails 5. install smoke/co2 detectors. 6. Upgrade water meter box to code. 8. Patch trip hazards in concrete. CALL W						
<u>122</u> Rutilio Ahumador 2447 S. Cuyler Avenue	16-29-117-018-000	R	2/26/2018 Impr-L	78156-0	\$1,500.00	\$0.00
JOB STOP -- INSTALL A HANDICAP RAMP IN THE FRONT YARD ON PRIVATE PROPERTY TO CODE.						

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<u>123</u> David Bonk 3441 S. Wenonah Avenue	16-31-131-014-000	R	2/26/2018 HVAC-L	78157-0	\$6,300.00	\$115.00
<u>124</u> Dennis Potamianos 2424 S. Kenilworth Avenue	16-30-110-019-000	R	2/26/2018 Impr-L	78158-0	\$1,500.00	\$385.00
<u>125</u> Jose Castaneda & Sagrario Biu 3614 S. Clarence Avenue	16-31-410-076-000	R	2/26/2018 Roof-L	78159-0	\$5,000.00	\$150.00
<u>126</u> Sourbis Brothers Management 3838 S. Ridgeland Avenue	16-31-424-124-000	R	2/26/2018 Impr-L	78160-0	\$7,000.00	\$360.00
<u>127</u> Hector Garcia 3614 S. Ridgeland Avenue	16-31-414-026-000	R	2/27/2018 Bldg-B	8702-1	\$0.00	\$370.00
<u>128</u> DBS Development LLC 1433 S. Highland Avenue	16-20-117-014-000	R	2/27/2018 Bldg-B	8876-1	\$0.00	\$50.00
<u>129</u> Maricela Guzman 2307 S. Ridgeland Avenue	16-29-108-004-000	R	2/27/2018 Bldg-B	8952-0	\$5,500.00	\$345.00
<u>130</u> Maria Rodriguez 6743 W. 31st Street	16-30-415-039-000		2/27/2018 Plum-L	78161-0	\$6,500.00	\$290.00
<u>131</u> PMG Berwyn Investments, LLC 3200 S. Oak Park Avenue E	99-99-999-000-068		2/27/2018 Impr-L	78162-0	\$5,100.00	\$500.00
<u>132</u> Araceli & Jessica Diaz 3521 S. Grove Avenue	16-31-307-006-000	R	2/27/2018 Plum-L	78163-0	\$3,500.00	\$120.00
<u>133</u> 2017-1 IH Borrower L.P 1302 S. Elmwood Avenue	16-19-214-022-000	R	2/27/2018 Impr-L	78164-0	\$653.00	\$40.00

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<u>134</u> BREAKING GROUND INC 3525 S. Scoville Avenue	16-31-405-019-000	R	2/27/2018 Impr-L	78165-0	\$0.00	\$50.00
elec prelim consultation to determine what items need to be brought up to code.						
<u>135</u> Rubi Rogers 3034 S. East Avenue	16-30-418-033-000	R	2/27/2018 Impr-L	78166-0	\$23,960.00	\$420.00
REMOVE OLD SIDING - INSTALL NEW TYVEK AND INSTALL NEW VINYL SIDING - R/R GUTTER AND DOWNSPOUTS AND SOFFIT AND FASCIA AND R/R FRONT DOOR -- ALUM CAP WINDOWS AND DOORS -- ALL WORK ON THE HOUSE DOWNSPOUTS MUST DISBURSE ONTO PRIVATE PROPERTY.						
<u>136</u> Jean Meko 3637 S. Maple Avenue	16-31-309-011-000	R	2/27/2018 Roof-L	78167-0	\$7,550.00	\$170.00
TEAR OFF AND RESHINGLE THE HOUSE - R/R GUTTERS. NO POWER VENTS ICE AND WATER SHIELD TO CODE						
<u>137</u> Emily & Michael Plummer 6919 W. 31st Street	16-30-325-030-000	R	2/27/2018 Impr-L	78168-0	\$11,765.81	\$440.00
111FT OF INTERIOR DRAIN TILE, SUMP PUMP SYSTEM, 4' OF 2" MINI DRAIN, SANIDRY BASEMENT AIR DEHUMIDIFIER AND PURIFICATION SYSTEM, DOUBLE RECEPTACLE OUTLET W/DEDICATED CIRCUITS						
<u>138</u> Richard P Payne Jr & Ruth Ann 2618 S. Cuyler Avenue	16-29-300-028-000	R	2/27/2018 Impr-L	78169-0	\$10,114.25	\$325.00
136' OF WATER GUARD, SUMP PUMP SYSTEM, 4' OF 2" TRENCH DRAIN, 415 SQ FT OF WALL LINER, BREAK AND REMOVE FLOOR DRAIN IN FRONT HALF OF BASEMENT AND INSTALL A NEW PIECE OF PIPE TO COMPLETELY REMOVE FLOOR DRAIN.						
<u>139</u> Patricia Libel 2228 S. Harvey Avenue	16-29-102-032-000	R	2/27/2018 Plum-L	78170-0	\$6,329.09	\$165.00
sewer repair julie dig # x0581617						
<u>140</u> Emily & Michael Plummer 6919 W. 31st Street	16-30-325-030-000	R	2/27/2018 Roof-L	78171-0	\$2,350.00	\$50.00
T/O AND RESHINGLE GARAGE ROOF						
<u>141</u> Laurie Carlson & Alan Ray Carl 6941 W. 30th Place	16-30-323-022-000	R	2/27/2018 Impr-L	78172-0	\$1,600.00	\$40.00
MASTIC VINYL SIDING INSTALL ON WEST DORMER						
<u>142</u> David & Katina Rideaux 3446 S. Elmwood Avenue	16-31-406-018-000	R	2/27/2018 Impr-L	78173-0	\$3,850.00	\$70.00
ALUMINUM SOFFIT AND FASCIA INSTALLATION ON ENTIRE HOUSE						
<u>143</u> Rafael Frias 6511 W. 28th Street	16-30-411-039-000	R	2/27/2018 Impr-L	78174-0	\$3,000.00	\$105.00
replacing existing concrete along East side of home, EXPANDING PRIVATE WALKWAY BY 11 FT APPROX. Julie dig attached.						

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<u>144</u> Pellegrino Pescatore 6224 W. Cermak Road	99-99-999-000-029	la michoacana los primos fire alarm install	C	2/27/2018 Impr-L	78175-0	\$3,413.00 \$270.00
<u>145</u> Walton Contractors LLC 2231 S. Grove Avenue	16-30-104-017-000	DUMPSTER TO REMOVE DEBRIS ONLY. NO WORK TO BE PERFORMED ON THIS PERMIT. DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMMING TRAFFIC.	R	2/27/2018 Dump-L	78176-0	\$1,500.00 \$50.00
<u>146</u> Rosa Claudio 2737 S. Euclid Avenue	16-30-407-015-000	1st fl and bmst fl gutted to stud in some areas, insulate where needed. Electric to be brought to code where needed (no cloth wiring). Replace missing and damaged drywall 1st fl and bmst only. Refinish kitchen cabinets only.	R	2/27/2018 Impr-L	78177-0	\$2,000.00 \$290.00
<u>147</u> John Potter 2106 S. Grove Avenue	16-19-330-013-000	T/O AND RESHINGLE GARAGE ROOF	R	2/27/2018 Roof-L	78178-0	\$2,500.00 \$50.00
<u>148</u> Laddie Vetrovic 2713 S. Ridgeland Avenue	16-29-308-006-271	REMOVE EXISTING STORE FRONT, SIDING AND WINDOW - INSTALL NEW GLASS STORE FRONT ON BOTH UNITS - REMOVE EXISTING REAR ENTRY DOOR AND ENLARGE OPENING TO 40 INCHES - MUST BE TEMPERED GLASS		2/27/2018 Impr-L	78179-0	\$3,750.00 \$215.00
<u>149</u> Fernando Bosque & Chad T He 6445 W. 26th Street	16-30-230-032-000	REMOVE CARPET IN BSMT AND INSTALL NEW FLOORING WITH DUMPSTER	R	2/27/2018 Dump-L	78180-0	\$1,200.00 \$50.00
<u>150</u> Rebecca Sosa 2410 S. Clinton Avenue	16-30-109-017-000	REMOVE EXISTING BACK WINDOWS - INSTALL SLIDING DOOR - INSTALL 14 X 16 DECK	R	2/27/2018 Impr-L	78181-0	\$2,500.00 \$250.00
<u>151</u> Anthony Gasparro 1840 S. Euclid Avenue	16-19-408-037-000	REMOVE AND REPLACE CARPET - INSTALL NEW TILE ON FLOORS - PATCH DRYWALL WHERE NEEDED - REPLACE DAMAGED INTERIOR DOORS - REPLACE BROKEN TOILET - INSTALL NEW FLOOR AND DOOR TRIM. ALL WORK IN GARDEN APT.	R	2/27/2018 Impr-L	78182-0	\$1,900.00 \$40.00
<u>152</u> Vincent Alejandro & Daisy Gom 3552 S. Clinton Avenue	16-31-304-040-000	REMODEL 1ST FLOOR BATH - NEW SHOWER BASE - REMOVE AND REPLACE TILE	R	2/27/2018 Impr-L	78183-0	\$600.00 \$50.00
<u>153</u> A & M Sullivan / Eileen Barron 3125-31 S. Harlem Avenue	16-31-100-010-000	REPLACE ROTTED WOOD ON REAR PORCH - INSTALL ENCLOSED LIGHT FIXTURES - ALUMINUM CAP OVER LIMESTONE - REPAIR PLASTER IN APT 1W	C	2/27/2018 Impr-L	78184-0	\$500.00 \$0.00

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<u>154</u> Luis M. Delgado 6420 W. Fairfield Avenue	16-31-220-035-000	R	2/27/2018 Impr-L	78185-0	\$1,800.00	\$40.00
REPLACE GARDEN APT LIVING ROOM WINDOWS - NEW TILES ON FLOORS - PATCH DRYWALL WHERE NEEDED - INSTALL 2 EXTERIOR DOORS (NO SIZE CHANGE) - REFINISH FLOORS.						
<u>155</u> Miriam Gonzalez & Irma Gomez 2522 S. Scoville Avenue	16-30-228-017-000	R	2/28/2018 Bldg-B	8953-0	\$15,000.00	\$985.00
ADDING 2ND STORY ADDITION TO INCLUDE 2 NEW BATHROOMS AND 3 BEDROOMS. ALL ELECTRIC, PLUMBING AND HVAC TO CURRENT CODE. ALL BEDROOMS REQUIRE A RETURN. BRING WINDOWS TO EGRESS CODE WHERE NEEDED.						
<u>156</u> L & MC Investments LLC 2629 S. Wesley Avenue	16-30-402-017-000		2/28/2018 Impr-L	77792-1	\$0.00	\$65.00
PRE -POUR REINSPECTION						
<u>157</u> Heylen Vigil Vasquez 1520 S. Home Avenue	16-19-127-023-000	R	2/28/2018 Impr-L	78186-0	\$2,000.00	\$490.00
Enclose bulb fixtures in closets, pantry, storage rooms and basement ceilings. RR any walls and ceilings to code and provide finish coat if needed. Bedroom #1 must have at least 2 separate and remote electrical outlets to code. Any 2 prong outlets must be						
<u>158</u> Daniel R. Dugo 2406 S. Cuyler Avenue	16-29-116-021-000	R	2/28/2018 Impr-L	78187-0	\$2,380.00	\$230.00
REBUILD CHIMNEY WITH NEW SS CHIMNEY LINER. CALL FOR FINAL INSPECTIONS.						
<u>159</u> Estela Creller 3506 S. Clinton Avenue	16-31-304-024-000	R	2/28/2018 Impr-L	78188-0	\$10,998.82	\$225.00
RR 13 WINDOWS (EGRESS SIGNED) NO SIZE CHANGES. LIVING ROOM, CLOSET, DINING ROOM, AND 1 BEDROOM.						
<u>160</u> Julio & Blanca Giron 2413 S. Wesley Avenue	16-30-218-005-000	R	2/28/2018 Impr-L	78189-0	\$11,312.56	\$240.00
RR 14 WINDOWS, EGRESS SIGNED, NO SIZE CHANGES. FRONT ROOM, BEDROOM, LIVING ROOM, CLOSET, KITCHEN, BACK ROOM, WINDOWS TO EGRESS.						
<u>161</u> Lucille M. Collins & Cecelia Jez 1217 S. Home Avenue	16-19-104-011-000	R	2/28/2018 Dump-L	78190-0	\$300.00	\$50.00
DUMPSTER TO CLEAN OUT DEBRIS. DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMING TRAFFIC.						
<u>162</u> Edward Shay Jr. 6508 W. Sinclair Avenue	16-31-227-014-000	R	2/28/2018 Plum-L	78191-0	\$4,950.00	\$185.00
INSTALL ACRYLIC TUB LINER OVER EXISTING TUB, INSTALL VALVE, ACRYLIC WALL AND ACCESSORIES.						

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163 Montsarat Sierra & Daryivett R 3428 S. Wesley Avenue	16-31-231-036-000	R	2/28/2018 Impr-L	78192-0	\$2,100.00	\$205.00
163 Raul & Juanita Chacon. 3644 S. Maple Avenue	16-31-308-042-000	R	2/28/2018 Impr-L	78193-0	\$9,092.94	\$290.00
164 N. Garcia & C. Onofre 1628 S. Harvey Avenue	16-20-302-030-000	R	2/28/2018 Impr-L	78194-0	\$850.00	\$40.00
165 Rebecca Sosa 2410 S. Clinton Avenue	16-30-109-017-000	R	2/28/2018 Dump-L	78195-0	\$300.00	\$50.00
166						
166 Building and Local Improvement Permits Issued During Period				Totals	\$1,526,330.68	\$69,315.00