

February 12, 2019
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. Committee of the Whole and Regular City Council Minutes for meetings held on 1/22/2019
- D. Bid Openings
- E. Berwyn Development Corp., Berwyn Township/Health District
 - 1. Approval of 2019 BDC Special Event Schedule
 - 2. Request to Approve BDC as Authorized Representative and Administrator for Pay As You Go and Finish Line Grant Programs
 - 3. Approval of Bank Note: Commercial Loan Program – Renewal of Bank Participation, Byline Bank
- F. Reports from the Mayor
 - 1. Proclamation Recognizing Ann Mackin as the BDC's 2019 Charles Piper Award Recipient
- G. Reports from the Clerk
- H. Zoning Boards of Appeals
 - 1. In Re: 6444 W. 27th Street and **Ordinance** Approving a Variation to Build a Second Story Addition
- I. Reports from the Aldermen, Committees and Board
 - 1. Ald. Santoy: Handicap Parking Application #1241 – Item Deferred from 1/8/2019 Consent Agenda (K-5)
 - 2. Ald. Ramirez: Recommended Changes to Ordinance 618.08 Offensive Keeping of Animals, Part C Reg. As to Chickens
 - 3. Ald. Ramirez: Request for Status Update On Depot District Mural Project
 - 4. Ald. Reardon: Amendment to Ordinance Chapter 228 to Include Budget Policy
- J. Reports from the Staff
 - 1. Finance Director: An **Ordinance** Authorizing the Incorporation of the Berwyn Municipal Securitization Corporation...for the Purpose of Issuing Certain Corporate Obligations for the City...and the Assignment, Sale, Transfer and Conveyance of the City's Interest in Certain Specified Revenue Sources to such Corporation.
 - 2. City Attorney: An **Ordinance** Amending Ch. 624, Sec. 624.01 Regarding Cannabis
 - 3. City Attorney: An **Ordinance** Adopting a Policy Prohibiting Sexual Harassment
 - 4. City Attorney: **Ordinance** Revisions to Ch. 480 (Parking Generally) and Sections: 484.02 (Superzone Parking), 484.03 (Depot, Business Reserved and Municipal Permits), 484.08A (Resident Parking) and 672.03 (Depositing Snow on Street or Sidewalk)
 - 5. Police Chief: Request to Promote Three Patrol Officers to Sergeant
 - 6. Police Chief: Request to Table Indefinitely: Approval of Contract for Animal Control Services – Deferred Item J-3 from 1/22/2018
 - 7. Fire Chief: Request to Award Bid for Purchase of Battery Powered Extraction Tools
- K. Consent Agenda
 - 1. Payroll: 1/23/2019 in the amount of \$1,150,744.99
 - 2. Payroll: 2/6/2019 in the amount of \$1,141,367.90
 - 3. Payables: January 24, 2019 – February 13, 2019: \$1,949,266.78
 - 4. Building and Local Improvement Permits: January, 2019: Informational
 - 5. Collector's Department: January Report of Collections (a) – (f)
 - 6. North Berwyn Park District Easter Parade and Street Closure (16th Street and Oak Park Ave) Request



City Clerk Margaret Paul

Total Items: 23





C-1

Berwyn City Council
Committee of the Whole Minutes
January 22, 2019

Mayor Lovero called the Committee of the Whole to order at 7:00 p.m. The following Aldermen answered present: Lennon, Ramirez, Reardon, Fejt, Santoy, Avila, and Garcia. Ald. Avila made a motion, seconded by Ald. Santoy, to excuse Ald. Ruiz. The motion carried. Note: Ald. Ruiz was present at 7:12 p.m.

1. Mayor Lovero recognized Berwyn Development Corp. (BDC) Executive Director David Hulseberg to introduced and lead the discussion on the three agenda items: TIF Grant Programs, BDC Requested Events for 2019, and Alley Vacation.
2. TIF Grant Programs: Mr. Hulseberg distributed a Memorandum entitled Committee of the Whole Feedback – Finish Line Grant, Pay As You Go Grant dated January 15, 2019. He then presented the various proposed grants and asked for council's feedback. Questions from the Aldermen and discussion of the information ensued.
3. Mr. Hulseberg distributed a communication dated January 9, 2019 with the subject line: 2019 BDC Special Event Schedule. He reviewed the six listed events and asked the Aldermen to accept the communication as informational.
4. Mr. Hulseberg distributed a Memorandum entitled Alley Vacation Ward #1 dated January 15, 2019. The memo recommends that council approve the vacation of a portion of the alley located roughly between Maple Avenue and Harlem Avenue (East – West) and south of Ogden. Mr. Hulseberg explained the benefits of the vacation with regard to the development of the commercial lots that it currently services. Questions from Aldermen ensued. This will be voted on during the Regular Meeting following the Committee of the Whole.
5. There being no further business before the Committee of the Whole, Ald. Ruiz made a motion, seconded by Ald. Reardon, to adjourn. The motion carried.
6. The Committee of the Whole adjourned at 7:41 p.m.

Respectfully submitted by,


Margaret Paul, City Clerk



C-1

MINUTES
Regular Berwyn City Council Meeting
January 22, 2019

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 family of Carmen Garcia and for the safety of Berwyn's First Responders.
3. The Open Forum was announced. Berwyn resident Luz Chavez stepped forward to offer remarks pertaining to Agenda Item J-3 (Approval of Contract for Animal Control Services submitted by Police Chief Cimaglia). Ms. Chavez submitted a written copy of her remarks for the record. Ms. Chavez raised many points of concern regarding the proposed animal service contract, the service provider's state licensure and accreditation. Mayor Lovero recognized Chief Cimaglia who answered questions from the Alderman generated from Ms. Chavez's remarks and the contract. Chief Cimaglia distributed a new contract asking to have it replace the contract that was submitted with his agenda communication (J-3) stating that the first contract submitted to council was incorrect. Mayor Lovero then suggested that a motion to defer the item would be in order when the item came up on the Agenda. Ald. Avila requested that a veterinarian from the contracting company be present at the next meeting. Aldermen asked several additional questions of Ms. Chavez and Chief Cimaglia on the issue. Ald. Reardon asked that current licenses be submitted with the contract.
4. Minutes for the Committee of the Whole and Regular Berwyn City Council meetings held on January 8, 2019 were submitted. Thereafter, Ald. Avila made a motion, seconded by Ald. Fejt, to approve the minutes as submitted and place same on file for audit. The motion carried by a unanimous voice vote.
5. Ald. Avila made a motion, seconded by Ald. Santoy, to suspend the rules and bring forward Agenda Item J-2. The motion carried by a unanimous voice vote. Mayor Lovero recognized Police Chief Cimaglia who then presented a Life Saving Recognition Award to Officer Carlos Lopez and Officer Edward Tovar for their work utilizing Narcan to save the life of a victim of an opioid overdose. Following the presentation, Ald. Avila made a motion, seconded by Ald. Garcia, to concur with the awards and congratulate and thank the officers for their life saving work. The motion carried.
6. Ald. Lennon made the motion, seconded by Ald. Reardon, to **adopt** the Ordinance entitled **An Ordinance Vacating A Certain Alley Located Within the City of Berwyn, County of Cook, State of Illinois**, authorize the Corporate Authorities to affix the necessary signatures and send it on its way to passage. The motion carried by a unanimous call of the roll.
7. Ald. Avila made the motion, seconded by Ald. Lennon, to concur with the reappointment of Anthony Nowak to the Fire and Police Commission with a term expiring on January 12, 2022. The motion carried by a voice vote. Clerk Paul then administered the Oath of Office to Mr. Nowak.
8. Ald. Avila made the motion, seconded by Ald. Ruiz, to concur with the reappointment of Robert Rafael Reyes to the Ethics Commission. The motion carried by a voice vote.
9. Mayor Lovero asked to withdraw the reappointment of Cary Martin Shelby (Item F-3) from the agenda.

Berwyn City Council Minutes
January 22, 2018 continued

10. Ald. Lennon made the motion, seconded by Ald. Reardon, to adopt the Proclamation recognizing the James Joyce Irish Pub for being the 2019 BDC George Ashby Award recipient. The motion carried by a voice vote.
11. Ald. Avila made a motion, seconded by Ald. Garcia, to defer the Proclamation presentation to Ann Mackin for two weeks. The motion carried by a voice vote.
12. Ald. Avila made the motion, seconded by Ald. Fejt, to **adopt** the Resolution entitled **A Resolution with Illinois Department of Transportation for Public Works Installations and or Projects located on State Highways or Property within State Jurisdiction**, authorize the Corporate Authorities to affix the necessary signatures and send it on to passage. The motion carried on a unanimous call of the roll.
13. Ald. Avila made the motion, seconded by Ald. Ruiz, to defer Item J-3 for two weeks. The motion carried by a voice vote.
14. Ald. Avila made the motion, seconded by Ald. Lennon, to concur and approve the Berwyn Police Department facilities cleaning contract with J. R. Carpet, Inc. for a three year term effective February 1, 2019 for the amounts listed in the attached schedule. The motion carried on a unanimous roll call vote.
15. Ald. Fejt asked to question Public Works Director Schiller about the correct amount of the contract to be approved on Item J-5 (2019 MFT Traffic Signal and Street Light Maintenance Contract). Director Schiller stated that his communication had the incorrect contract amount. The correct amount for the winning bid was \$279,443.10 by H & H Electric Company listed on the bid sheet. Ald. Fejt then made the motion, seconded by Ald. Lennon, to concur and award the contract for 2019 MFT Traffic Signal and Street Light maintenance to H & H Electric Company for the bid amount of \$279,443.10. The motion carried by a unanimous call of the roll.
16. Mayor Lovero recognized City Administrator Pabst and Waste Management representative Vaughn Kuerschner. Mr. Pabst and Mr. Kuerschner spoke on the need to amend the city's contract to discontinue the monthly recycle rebate (2018 average monthly rebate: \$5,400) paid by Waste Management due to instability in the recycling market. In lieu of the approximately \$64,800.00 annual rebate amount, Waste Management will make a \$10,000 annual community support donation. The amendment will take effect on March 1, 2019. Questions by Aldermen and discussion ensued. Thereafter, Avila made the motion, seconded by Fejt, to approve the amendment. The motion carried on a unanimous call of the roll.
17. Ald. Avila made the motion, seconded by Fejt, to approve the contract with Illinois Convenience & Safety Corporation (IC & SC) for bus shelter advertising for a term of 10 years as submitted. The motion carried by a unanimous call of the roll.
18. Ald. Avila made the motion, seconded by Ald. Ruiz, to approve Assistant City Administrator Volbre's request to accept bids from vendors for cleaning supplies. The motion carried by a voice vote.
19. Ald. Avila made the motion, seconded by Ald. Reardon, to approve Assistant City Administrator Volbre's request to accept bids from vendors for floor mat rentals. The motion carried by a voice vote.
20. Ald. Santoy made the motion, seconded by Ald. Ruiz, to concur with Finance Director Jones in declaring the 2000 Chevrolet Express Van (VIN #1GBFG15M3Y1182326) as surplus property. The motion carried on a voice vote.

Berwyn City Council Minutes
January 22, 2018 continued

21. Ald. Santoy made the motion, seconded by Ald. Lennon, to approve the agreement with GW & Associates to perform the 2018 audit services for the City. The motion carried on a unanimous roll call vote.
22. The Consent Agenda with items K-1 through K-4 and K-6 through K-7 was submitted.
1. Payroll: 1/9/2019 in the amount of \$1,264,671.04: Informational
 2. Payables: 1/10/2019 to 1/23/2019 in the amount of \$2,418,655.29: Informational
 3. Building and Local Improvement Permits: 12/1/2018 – 12/31/2018: Informational
 4. Collector's Department: December, 2018 Report of Collections (a)-(f): Informational
 5. Pershing School Event Application: Street Closure on May 31, 2019 and Rain Date: June 3, 2019
- Thereafter, Ald. Avila made the motion, seconded by Ald. Lennon, to concur and approve the Consent Agenda as submitted by omnibus vote designation. The motion carried by a voice vote.
23. Announced Aldermanic Committees and Meetings:
- Reardon: Requested that the Recommendations by the Sexual Harassment Ad Hoc Committee, as well as the Ordinance addressing same, be placed on the Committee of the Whole agenda.
- Ruiz: Public Works, Parking, Trees, Traffic, Streets & Sewers Committee on 2/12/2019 at 5:00 pm.
- Garcia: Administration Committee meeting on January 31, 2019 at 6:30 pm.
24. There being no further business to come before the Council, Ald. Garcia made the motion, seconded by Ald. Reardon, to adjourn at the hour of 8:48 pm. The motion carried by a voice vote.

Respectfully submitted,


Margaret Paul, City Clerk



E-1

February 1, 2019

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

Re: 2019 BDC Special Event Schedule

Dear Mayor and Members of the City Council:

The Berwyn Development Corporation is requesting approval for their 2019 annual events. The dates are as follows:

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Depot Mini-Golf Pub Crawl	Sat., 4/27	12pm-6pm	Depot Area
Depot District Clean Sweep Garage Sale	Sat., 6/1	8am-3pm	Municipal Parking Facility
Cruise Nites	June 4 & 18	6pm-9pm	Depot Area
Cruise Nites	July 2 & 16	6pm-9pm	Depot Area
Taste of Cermak	Thurs, 7/25	5pm-9pm	Cermak Road
Cruise Nites	August 6	6pm-9pm	Depot Area
Rt. 66 Car Show	Sat., 8/24	7am-4pm	Ogden Avenue
Oktoberfest	Fri., 9/20	6pm-11pm	Depot Area
Oktoberfest	Sat., 9/21	12pm-11pm	Depot Area

We are requesting City Council approval and permission for all of the above listed events. All proper licensing, insurance and free City services (Police, Fire and Public Works) are necessary and contingent upon your approval. As in the past, some areas will need to be blocked off a day prior to the event, for the day of the event, and for proper cleanup.

Respectfully submitted for your consideration


David Hulseberg
Executive Director



E-2

To: Robert J. Lovero, Mayor, City of Berwyn
CC: City Council, City of Berwyn
From: David Hulseberg, Executive Director, Berwyn Development Corporation *Dah*
Date: 2/5/2019
Re: Finish Line Grant/Pay as You Go City Ordinance

Overview The Berwyn Development Corporation (BDC) entered into an agreement with the City of Berwyn on October 9, 2018, per City of Berwyn Resolution No. R 10918-01. The Resolution was titled A RESOLUTION APPROVING AN AGREEMENT WITH THE BERWYN DEVELOPMENT CORPORATION TO PROVIDE FUNDING FOR ECONOMIC DEVELOPMENT ACTIVITIES AND SERVICES IN THE AMOUNT OF \$692,500. This agreement went into effect on January 1, 2019.

Agreement Stipulations The agreement stipulates a number of deliverables. Per the agreement:

7.0 SERVICES TO BE PERFORMED BY BDC

7.2 The core services to be supplied by BDC are as follows:

D. Miscellaneous

(vi) ... For those programs receiving City financing or backing the City shall be presented with a separate authorizing agreement.

Recommendation As the Finish Line Grant and Pay as You Go programs are new financial incentive tools as deemed appropriate by the BDC and the City, the City by vote shall formally approve that the BDC is authorized to represent and administer the programs as attached. The Pay As You Go program is subject to City Council approval for each agreement. The Finish Line Grant is subject to an annual budget authorization. This action shall suffice as a separate authorizing agreement.

BERWYN DEVELOPMENT CORPORATION PAY AS YOU GO PROGRAM GUIDELINES (January 15, 2019)

GUIDELINES

Purpose of Program:

To assist property owners in the completion of development or rehabilitation projects in Berwyn to increase the economic viability of the community.

Geographic Scope:

Property that will be rehabilitated must be commercial or mixed-use property within the Pay As You Go Program Boundary. The Boundary includes the Roosevelt, Depot, and Harlem TIF Districts. If you are unsure whether your property is within the boundary, please refer to the attached maps.

Program Eligibility:

The maximum program eligibility will be for 25% of the development or rehabilitation costs. The program is designed for projects that cannot be funded by the Finish Line Grant program. The grant award is given as a property tax rebate over time. The project improvement must increase the base property taxes as a result of the improvement. The increase is then eligible to be rebated back to the property owner based upon the 25% of deemed eligible costs. Each project will have its own agreement with the City and must be approved by the City Council.

Example:

If a developer came in with a \$500,000 rehabilitation project, we could assume the redevelopment would generate \$50,000 in new property tax increment. Taking the maximum 25% of project costs, the developer would be eligible for \$125,000. This amount would be rebated as it is earned. An increased EAV of \$50,000 could be rebated back over a period of 3 years: \$50,000 in years 1 and 2, with the final \$25,000 rebated in year 3.



BERWYN DEVELOPMENT CORPORATION FINISH LINE GRANT GUIDELINES (January 15, 2019)

GUIDELINES

Purpose of Grant:

To assist property owners in the completion of rehabilitation projects in Berwyn to increase the economic viability of the community.

Eligible Uses:

Eligible project types include interior and exterior renovations (ex: awnings, façade improvements, interior buildout), window replacement, rodent/pest abatement, and security. Any cameras added to improve security agree to Berwyn Police Department access.

Eligible properties will be limited to existing businesses that have operated in Berwyn for 2 years or longer and have not received prior TIF funding. Those that have received prior funding will be considered on a case by case basis, pending availability of funds in the 4th quarter.

Geographic Scope:

Property that will be rehabilitated must be commercial or mixed-use property within the Finish Line Grant Boundary. The Boundary includes the Roosevelt, Depot, and Harlem TIF Districts. If you are unsure whether your property is within the boundary, please refer to the attached maps.

Amount of Grant:

The grant will be for 20% to 50% of the rehabilitation costs not to exceed a \$75,000 grant.

The amount of the grant will be determined using a sliding scale based on total project cost. The grant will cover 50% of the first \$10,000, 40% of the next \$15,000, 30% of the next \$25,000, and 20% of the remaining project cost up to \$75,000.

Total available project reimbursement is based on availability of funds. Annual project funding levels are at the discretion of the Berwyn Development Corporation.

Examples of grant amounts per project cost are listed below:



Project Amount	Grant Amount
\$10,000	\$5,000
\$25,000	\$11,000
\$50,000	\$18,500
\$75,000	\$23,500
\$100,000	\$28,500
\$150,000	\$38,500
\$200,000	\$48,500
\$250,000	\$58,500
\$300,000	\$68,500
\$332,500+	\$75,000

Application Timeline:

The Berwyn Development Corporation will review each proposal upon receipt of a completed application. An approved project will receive a Letter of Eligibility.

Project Timeline:

Project must be completed and secure a Certificate of Occupancy (or the equivalent) from the City of Berwyn within one hundred twenty (120) days from the receipt of the Letter of Eligibility. Should the project fail to be completed and secure a Certificate of Occupancy (or equivalent) within one hundred twenty (120) days, the Letter of Eligibility will be considered invalid and no formerly approved funds will be disbursed.

Reimbursement:

The grant will be in the form of reimbursement upon completion of the project. At that time, the property owner must:

- Show proof of payment and waiver of all liens on property
- Must not be in arrears with the City of Berwyn
- Property taxes must be current
- Provide a copy of the Certificate of Occupancy (or equivalent) from the City of Berwyn

Obligations:

The property owner/applicant must agree in writing that they will maintain ownership and operation of the property as well as not allow the unpermitted uses outlined below for three (3) years. Three (3) years will be measured from the time of issuance of the Certificate of Occupancy or project completion. Should the building be sold before three (3) years have passed, all distributed funds from the Berwyn Development Corporation must be paid back in a depreciation fashion. One (1) year equals thirty three percent (33%).

Conditions:

The commercial uses outlined below are NOT permitted as a use for the first three (3) years of the buildings' rehabilitation:

- Rooming and boarding/Single room occupancy
- Used clothing stores
- Pawn shop
- Flea market
- Pay day loans and currency exchange uses
- Laundromat
- Barber shops, hairdresser, or tattoo parlor uses
- Poolrooms
- Adult entertainment
- Packaged liquor stores
- Vapor or electronic cigarette shops
- Massage parlors
- Gun clubs and shooting ranges
- Drug paraphernalia/head shops
- Religious uses
- Not-for-profits
- Gambling establishments
- Medical uses

Should one of these uses already exist within the building prior to rehabilitation, the use will be allowed to continue as a viable use within the building.



E-3

February 4, 2019

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

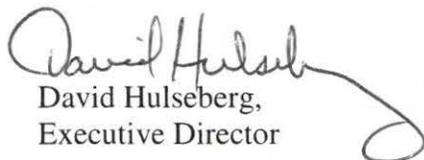
Re: Commercial Loan Program – Renewal of Bank Participation, Byline Bank

Dear Mayor and City Council,

The commercial loan program is set-up by local Ordinance and has seven financial institutions in the program for a total pool of \$4.2M in funds plus the local fund which currently has assets totaling \$734K. The BDC administers and monitors the loan program on behalf of the City. As part of the BDC responsibilities, staff has worked on the renewal of expiring notes with Byline Bank. The BDC obtained document review with special legal counsel for the loan program (Del Galdo Law Group) in order to create appropriate renewal documentation under the same terms as the expiring note and in parity with the other six participating banks in the commercial loan program.

With special legal counsel review and approval of the respective renewal documentation, the BDC is now recommending approval of the note so the Mayor and BDC can execute the documentation with Byline Bank for their continuation in the Berwyn Commercial Loan program.

Respectfully submitted for your consideration,

A handwritten signature in black ink, appearing to read "David Hulseberg", with a long, sweeping tail that loops back under the name.
David Hulseberg,
Executive Director

COMMERCIAL GUARANTY

Borrower: The Berwyn Development Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: Byline Bank formerly known as North Community
Bank, an Illinois banking corporation
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

Guarantor: City of Berwyn
6700 26th St.
Berwyn, IL 60402

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).**

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty;

COMMERCIAL GUARANTY (Continued)

(D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S FINANCIAL STATEMENTS. Guarantor agrees to furnish Lender with the following:

Additional Requirements.

Business Financial Statements.* As soon as available, but in no event later than Six (6) months after the end of each year, Guarantor's Audited Business Financial Statement for the period ended, prepared by a certified public accountant satisfactory to Lender.

*State law requires general-purpose local government publish within six months (06/30) of the close of each fiscal year, a complete set of audited financial statements.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Guarantor as being true and correct.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

CONFESSION OF JUDGMENT. Guarantor hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Guarantor for the unpaid amount of this Guaranty as evidenced by an affidavit signed by an officer of Lender

setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Guaranty, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Guarantor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Guaranty have been paid in full. Guarantor hereby waives and releases any and all claims or causes of action which Guarantor might have against any attorney acting under the terms of authority which Guarantor has granted herein arising out of or connected with the confession of judgment hereunder.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means The Berwyn Development Corporation and includes all co-signers and co-makers signing the Note and all their successors and assigns.

GAAP. The word "GAAP" means generally accepted accounting principles.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation City of Berwyn, and in each case, any signer's successors and assigns.

**COMMERCIAL GUARANTY
(Continued)**

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means Byline Bank formerly known as North Community Bank, an Illinois banking corporation, its successors and assigns.

Note. The word "Note" means the Note dated January 24, 2014 and executed by Berwyn Development Corporation in the principal amount of \$600,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JANUARY 24, 2019.

GUARANTOR:

CITY OF BERWYN

By: _____
Robert Lovero, Mayor of City of Berwyn

By: _____
Margaret Paul, City Clerk of City of Berwyn

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	01-24-2019	01-24-2024	13668171	290 / Unsecured		MHR55	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: The Berwyn Development Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: Byline Bank formerly known as North Community Bank, an Illinois banking corporation
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

LOAN TYPE. This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Corporation for \$600,000.00 due on January 24, 2024. This is an unsecured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business.

SPECIFIC PURPOSE. The specific purpose of this loan is: Renewal of loan #13668171 for a term of 5 years.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$600,000.00 as follows:

Undisbursed Funds:	\$447,114.75
Other Disbursements:	\$152,885.25
\$152,885.25 Outstanding Principal Balance	\$152,885.25
 Note Principal:	 \$600,000.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JANUARY 24, 2019.

BORROWER:

THE BERWYN DEVELOPMENT CORPORATION

By: Andy Sotiropoulos, President of The Berwyn Development Corporation

By: David Hulseberg, Executive Director of The Berwyn Development Corporation

CORPORATE RESOLUTION TO BORROW

Principal \$600,000.00	Loan Date 01-24-2019	Maturity 01-24-2024	Loan No 13668171	Call / Coll 290 / Unsecured	Account	Officer MHR55	Initials
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References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Corporation: The Berwyn Development Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: Byline Bank formerly known as North Community Bank, an Illinois banking corporation
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is The Berwyn Development Corporation ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 3322 Oak Park Ave., Berwyn, IL 60402. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICERS. The following named persons are officers of The Berwyn Development Corporation:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Andy Sotiropoulos	President	Y X	_____
David Hulseberg	Executive Director	Y X	_____

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, any two (2) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, **including agreements waiving the right to a trial by jury**, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: **None.**

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**CORPORATE RESOLUTION TO BORROW
(Continued)**

Loan No: 13668171

Page 2

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow is dated January 24, 2019.

CERTIFIED TO AND ATTESTED BY:

By: _____
Authorized Signer for The Berwyn Development Corporation

By: _____
Authorized Signer for The Berwyn Development Corporation

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

GOVERNMENTAL CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	01-24-2019	01-24-2024	13668171	290 / Unsecured		MHR55	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: The Berwyn Development Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: Byline Bank formerly known as North Community Bank, an Illinois banking corporation
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

Entity: City of Berwyn
6700 26th St.
Berwyn, IL 60402

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is City of Berwyn ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Illinois. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 6700 26th St., Berwyn, IL 60402. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on _____ at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIALS. The following named persons is an Officials of City of Berwyn:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Robert Lovero	Mayor	Y X	_____
Margaret Paul	City Clerk	Y X	_____

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Guaranty. To guarantee or act as surety for loans or other financial accommodations to Borrower from Lender on such guarantee or surety terms as may be agreed upon between the Officials of the Entity and Lender and in such sum or sums of money as in their judgment should be guaranteed or assured, (the "Guaranty").

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents and agreements, **including agreements waiving the right to a trial by jury**, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and

**GOVERNMENTAL CERTIFICATE
(Continued)**

Loan No: 13668171

Page 2

representations made in this Certificate are true and correct. This Governmental Certificate is dated January 24, 2019.

CERTIFIED TO AND ATTESTED BY:

X _____
Robert Lovero, Mayor of City of Berwyn

X _____
Margaret Paul, City Clerk of City of Berwyn

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	01-24-2019	01-24-2024	13668171	290 / Unsecured		MHR55	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: The Berwyn Development Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: Byline Bank formerly known as North Community Bank, an Illinois banking corporation
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

THIS BUSINESS LOAN AGREEMENT dated January 24, 2019, is made and executed between The Berwyn Development Corporation ("Borrower") and Byline Bank formerly known as North Community Bank, an Illinois banking corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of January 24, 2019, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) guaranties; (3) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 3322 Oak Park Ave., Berwyn, IL 60402. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 13668171

Page 2

knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Additional Requirements.

Business Financial Statements.* As soon as available, but in no event later than Six (6) months after the end of each year, Berwyn Development Corporation Audited Business Financial Statement for the period ended, prepared by a certified public accountant satisfactory to Lender.

Business Financial Statements.* As soon as available, but in no event later than Six (6) months after the end of each year, City of Berwyn Audited Business Financial Statement for the period ended, prepared by a certified public accountant satisfactory to Lender.

*State law requires general-purpose local government publish within six months (06/30) of the close of each fiscal year, a complete set of audited financial statements.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantor named below, on Lender's forms, and in the amount and under the conditions set forth in those guaranties.

<u>Name of Guarantor</u>	<u>Amount</u>
City of Berwyn	Unlimited

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 13668171

Page 3

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 13668171

Page 4

make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 13668171

Page 5

attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

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

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 13668171

Page 6

Borrower. The word "Borrower" means The Berwyn Development Corporation and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Byline Bank formerly known as North Community Bank, an Illinois banking corporation, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated January 24, 2014 and executed by Berwyn Development Corporation in the principal amount of \$600,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 13668171

Page 7

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED JANUARY 24, 2019.

BORROWER:

THE BERWYN DEVELOPMENT CORPORATION

By: _____
Andy Sotiropoulos, President of The Berwyn
Development Corporation

By: _____
David Hulseberg, Executive Director of The Berwyn
Development Corporation

LENDER:

BYLINE BANK FORMERLY KNOWN AS NORTH COMMUNITY BANK, AN ILLINOIS BANKING CORPORATION

By: _____
Authorized Signer

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	01-24-2019	01-24-2024	13668171	290 / Unsecured		MHR55	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: The Berwyn Development Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: Byline Bank formerly known as North Community Bank, an Illinois banking corporation
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

Principal Amount: \$600,000.00

Date of Agreement: January 24, 2019

DESCRIPTION OF EXISTING INDEBTEDNESS. A Promissory Note dated January 24, 2014 in the principal amount of \$600,000.00, as modified from time to time.

DESCRIPTION OF COLLATERAL. This loan is unsecured.

DESCRIPTION OF CHANGE IN TERMS. The Borrower and Lender mutually agree that the above referenced Promissory Note will be amended as follows:

- 1) The Maturity Date is hereby extended to January 24, 2024.
- 2) Financial Reporting Requirements are hereby revised as described in the Business Loan Agreement and Commercial Guaranty dated January 24, 2019.
- 3) Effective January 24, 2019 the interest rate index is hereby changed from Lender's Prime Rate to the Wall Street Journal Prime Rate.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on January 24, 2024. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 24, 2019, with all subsequent interest payments to be due on the same day of each month after that.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate as reported in the Money Rates section of the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 5.500% per annum.** Interest on the unpaid principal balance of this loan will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point under the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.000%. **NOTICE:** Under no circumstances will the interest rate on this loan be less than 5.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR NOTE. The Promissory Note dated January 24, 2014 restated and replaced a Promissory Note (the "Prior Note") in the principal amount of \$600,000.00, dated May 9, 2002 executed by Borrower in favor of Lender and is not a repayment or novation of the Prior Note.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

CHANGE IN TERMS SIGNERS:

THE BERWYN DEVELOPMENT CORPORATION

By: _____
Andy Sotiropoulos, President of The Berwyn Development Corporation

By: _____
David Hulseberg, Executive Director of The Berwyn Development Corporation

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 13668171

Page 2

LENDER:

BYLINE BANK FORMERLY KNOWN AS NORTH COMMUNITY BANK, AN ILLINOIS BANKING CORPORATION

X _____
Authorized Signer



F-1

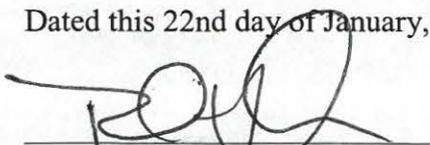
A Century of Progress with Pride

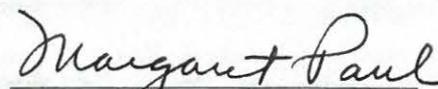
PROCLAMATION

- Whereas,** On Tuesday, January 15, 2019, the Berwyn Development Corporation will honor Ann Mackin with the 34th Annual Charles Piper Award which highlights individuals who have contributed to the economic vitality in the City of Berwyn; and
- Whereas,** Ann has been making a positive impact on the community since becoming a resident of Berwyn in 1951; and
- Whereas,** in 1976, Ann lead the establishment of the North Berwyn Park District that provides recreation and leisure services to the community; and
- Whereas,** Ann as a founding member of the North Berwyn Park District began serving as Board Secretary, while raising three daughters; and
- Whereas,** Ann was elected to the first Board of Commissioners and has served continuously since 1977; and
- Whereas,** Ann has held the title of President for the past twelve years; and
- Whereas,** the North Berwyn Park District provides logistical support of community-based events such as Berwyn's Oktoberfest, Taste of Cermak, Cinco de Mayo fest, Roosevelt Road Zombie Walk & Pub Crawl and Groovin' on Grove; and
- Whereas,** the North Berwyn Park District also leads community programs including "Think Green", Nuestra Raices Back to School Fiesta, "Best of Berwyn", the annual recognition of the top 8th grade students, Corrida del Mariachi 5K Run; and
- Whereas,** Ann Mackin is currently the longest serving park district board member in the state of Illinois and the Illinois Parks and Recreation Association; and

NOW, THEREFORE, let it be proclaimed that I, Mayor Robert Lovero and the esteemed members of City Council would like to extend our appreciation and thanks to Ann Mackin and hereby proclaim January 22, 2019 as Ann Mackin Day in the City of Berwyn.

Dated this 22nd day of January, 2019.


Robert J. Lovero, Mayor


Margaret Paul, City Clerk

H-1

Mayor
Robert J. Lovero



City Clerk
Margaret M. Paul

A CENTURY OF PROGRESS WITH PRIDE

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

**Zoning, Planning and
Development Commission**

Joel Chrastka
Douglas Walega
Richard F. Bruen, Jr.
Lance C. Malina
Don Miller
Rosina LaPietra
Cathy Norden

February 7, 2019

Re: Request for a Setback Variation for a Second Story Bungalow Addition in the R-2 Bungalow Zoning District at 6444 W. 27th Street

Mayor Lovero and Members of the City Council:

Attached for your consideration are Findings of Fact from the Zoning, Planning and Development Commission relative to a request for a Variation to build a second story addition to an existing bungalow without the required 15-foot setback from the front façade of the building on property located within the R-2 bungalow district, at 6444 W. 27th Street. Because the required second story addition setback for existing bungalows in the R-2 Bungalow District is fifteen (15) feet, the Applicant needs a nine (9) foot second story setback variation from Section 1246.11.B.1/Table 1246.11-A (R-2 District Requirements) of the Zoning Code in order to construct a second story addition with the six (6) foot setback he seeks. A variation may be granted where the standards in Section 1252.03 of the Zoning Code relative to variations are found to have been met. The Petition was filed by Petitioner Caleb Kimmel. Attached to the Findings of Fact are Exhibits from the Public Hearing.

The Zoning, Planning and Development Commission recommended APPROVAL of the requested variation, on a vote of six (6) in favor and one (1) opposed.

Respectfully,

Lance C. Malina
Executive Secretary,
Berwyn Zoning, Planning and Development Commission

CITY OF BERWYN

ORDINANCE NO. _____

AN ORDINANCE APPROVING A VARIATION TO BUILD A SECOND STORY ADDITION TO A SINGLE FAMILY HOME WITH A SIX (6) FOOT SETBACK FROM THE FAÇADE OF THE BUILDING WITHIN THE R-2 BUNGALOW ZONING DISTRICT AT THE ADDRESS COMMONLY KNOWN AS 6444 W. 27th STREET, BERWYN, ILLINOIS – CALEB KIMMEL

WHEREAS, a request (the "Application") seeking a variation to build a second story addition to a single family home with either no setback or a six (6) foot setback from the front façade of the building at the property commonly known as 6444 W. 27th Street, Berwyn, Illinois, (the "Subject Property"), in the R-2 Bungalow Zoning District, was filed by Petitioner Caleb Kimmel (the "Applicant") with the City of Berwyn; and

WHEREAS, because the minimum setback required in the R-2 Bungalow Zoning District is fifteen (15) feet, the request requires a second story setback variation pursuant to Section 1246.11.B.1/Table 1246.11-A (R-2 District Requirements) of the Zoning Code of the City of Berwyn ("Zoning Code"); and

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

WHEREAS, the Application has been referred to the Zoning, Planning and Development Commission of the City ("Commission") and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on January 16, 2019, the Commission held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, after considering all of the testimony and evidence presented at the public hearing, the Commission recommended approval of a six (6) foot second story addition setback variation by a vote of six (6) in favor and one (1) opposed, all as set forth in the Findings and Recommendation of the Commission in this matter ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the City Council has duly considered the Findings and Recommendation of the Commission, and all of the materials, facts and circumstances affecting the Application, and, in accordance with the Findings and Recommendation of the Commission, find that the Application satisfies the standards set forth in Section 1252.03(D)(6) of the Zoning Code relating to variations.

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

Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Approval of Variation to Build a Second Story Addition To Single Family Home with a Six (6) Foot Setback from the Façade of the Building. The City Council, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approve and adopt the findings of fact and recommendation of the Zoning, Planning and Development Commission, a copy of which is attached hereto as **Exhibit B**, and incorporate such findings and recommendation by reference as if fully set forth herein. The City Council further approves a nine (9) foot variation from the fifteen (15) foot second story addition setback requirement of the Zoning Code in order to allow the Applicant to build a second story addition to the single family home with a six (6) foot setback from the front façade of the building on the Subject Property located at 6444 W. 27th Street, Berwyn, Illinois, in the R-2 Bungalow Zoning District, as legally described in **Exhibit A**.

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

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

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

PASSED this ____ day of _____ 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2019.

Robert J. Lovero, Mayor

ATTEST:

Margaret Paul, City Clerk

Published by me in pamphlet form this ____ day of _____, 2019.

Margaret Paul, City Clerk

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

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

Mr. Lance C. Malina
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

Re: 6444 W 27th Street

Dear Mr. Malina,

Please be advised that I received an appeal letter from: **Caleb Kimmel**

with regard to my denial dated: **November 15, 2018**

At that time I denied his request to: **build a 2nd floor addition without the required front setback** in R-2 Bungalow District

As a result he has written a letter appealing that decision.

I am forwarding the following papers for your use and so a hearing can be scheduled with the Zoning Board of Appeals.

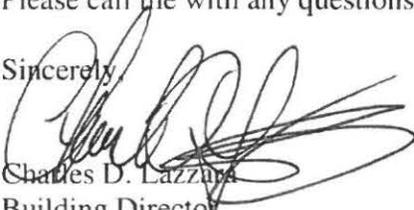
One copy of denial letter dated: **November 15, 2018**

One copy of appeal letter dated: **November 15, 2018**

One copy of the permit application dated: **September 27, 2018**

Please call me with any questions.

Sincerely,


Charles D. Lazzara
Building Director

Cc: Margaret M. Paul, City Clerk
Alderman Robert w. Fejt – 4th Ward
Caleb Kimmel – Applicant

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

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

Date: November 15, 2018

Name: Caleb Kimmel (815)716-0982
Address: 6444 W. 27th Street
City: Berwyn, IL 60402

Re: 6444 W. 27th Street **Option 1(preferred):** Build a 2nd floor addition right off the front bearing wall without required front setback.
Option 2: Build a 2nd floor addition with 6ft front setback

Dear: Mr. Kimmel

Your request to: build a 2nd floor addition without the required front setback cannot be approved by this office.

The reason for such inability is based upon our Zoning Ordinance.

Your Property is located in an R-2 Bungalow District and is subject to the following regulations.

- Chapter 1246.11 R-2 Bungalow District Requirements
 - Table 1246.11 R-2 District Requirements

(SEE ATTACHED)

11/15/18

Caleb Kimmel
6444 27th St
Berwyn, IL 60402
815-716-0982
ckimmel@bsd100.org
happyk86@hotmail.com

Dear Mr. Lazzara,

I received your denial letter. I would like to appeal your decision and request an opportunity to appear before the Zoning Board.

The reason I would like to build a full addition to the house is because this will be my home, where I am living for the foreseeable future. I'm a teacher at Hiawatha School in Berwyn and want to live close to my place of employment and positively contribute to the community. My family also lives about 100 miles away and I would like to have the appropriate amount of space for them to stay with me when visiting.

During the process of understanding building codes there was a miscommunication between the building department and my contractor. Specifically, Chapter 1254.02 defines- *Minimum Front Setback: The minimum distance that a building or structure shall be located from a front lot line, as required by the zoning district regulations.* This gave the impression that the addition setback needed to be from the property line not the front façade of the house. Additionally, 27th Street and 27th Place are in different building code zones although they are only one street apart: 27th Street is located in R-2, a 15-foot setback; and 27th Place is located in R-1, a 6-foot setback. These factors contributed to a misunderstanding that a full addition would be able to be built onto the house within the building code.

Much time, energy, and financial resources have been used to create a very beautiful, aesthetically pleasing 2nd floor addition that I believe would contribute to "the look" of the community, not degrade it. Also, 27th Street has a wide array of house styles and the neighboring house directly to the West appears to have a full 2nd story addition. Because of this, a full addition onto my house would not look odd or out of place. Although my preference is a full addition up to the front facing wall, a secondary preference of a 6-foot setback is something I could "live with."

Thank you so much for your time and consideration and I look forward to hearing from you soon.

Sincerely,



Caleb Kimmel

Robert J. Lovero
 Mayor
 Charles D. Lazzara
 Building Director

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

\$150.00
 Review
 deposit

\$150
 9-27-18
 pd

BUILDING PERMIT APPLICATION

JOB SITE ADDRESS 6444 West 27th street.
PROPERTY OWNER Caleb Kimmel **PHONE** 815-710-0982
DESCRIPTION OF WORK 2nd Story edition / All new electrical /
 new Plumbing / Complete interior Rehab.

PERMIT NO. _____

VALUE OF WORK INCLUDING MATERIALS AND LABOR \$92,000

NOTES: 1. A PLAT OF SURVEY SHALL ACCOMPANY ALL PERMIT APPLICATIONS FOR ALL EXTERIOR WORK.

Check if work is being performed by Owner. If work is being performed by Contractor(s) please fill out the 2nd page of this application.

Do you live at the above property address? Yes NO

- 1) ALL CONTRACTORS PERFORMING WORK AT THIS ADDRESS MUST BE LICENSED AND BONDED WITH THE CITY OF BERWYN - CONTACT THE COLLECTORS OFFICE TO FIND OUT WHAT IS NEEDED AT (708)788-2660 EX 6457, 6458, 6459 or 6460.
- 2) Contracts with full scopes of work are required from all contracts at time of submittal. **(WILL NOT ACCEPT LETTERS OF INTENT)**

I HEREBY CERTIFY THAT ALL THE INFORMATION PROVIDED HEREIN IS TRUE.

SIGNED

BR MR

DATE

9-27-18

PERMIT FEE	\$ _____	ELECTRIC FINAL	\$ _____	ROOF FINAL	\$ _____
ATF FINE	\$ _____	PLUMBING FINAL	\$ _____	HOUSE WRAP	\$ _____
PRELIMINARY ELECTRIC	\$ _____	GAS PRESSURE TEST	\$ _____	SIDING FINAL	\$ _____
PRELIMINARY PLUMBING	\$ _____	WATER PRESSURE TEST	\$ _____	MASONRY FINAL	\$ _____
PRELIMINARY HVAC	\$ _____	HVAC FINAL	\$ _____	GUTTR/DOWNSPOUT FINAL	\$ _____
PRELIMINARY FRAMING	\$ _____	BUILDING FINAL	\$ _____	DEMO FINAL	\$ _____
FOOTING	\$ _____	POST HOLE/PIER	\$ _____	HEALTH DEPARTMENT	\$ _____
FOUNDATION	\$ _____	PRE-POUR	\$ _____	PRELIMINARY FIRE DEPT	\$ _____
BACKFILL	\$ _____	PARKWAY USE	\$ _____	ROUGH FIRE DEPT	\$ _____
SLAB PRE-POUR	\$ _____	STREET OPENING	\$ _____	FINAL FIRE DEPT	\$ _____
PLUMBING UNDERGROUND	\$ _____	SIDEWALK OPENING	\$ _____	LINTEL INSPECTION	\$ _____
ELECTRIC UNDERGROUND	\$ _____	PRE-POUR STREET/SIDEWALK	\$ _____	RPZ TEST/DDCA VALVE	\$ _____
ELECTRIC ROUGH	\$ _____	RESTORATION INSPECT	\$ _____	ELECTRIC ABOVE CEILING	\$ _____
PLUMBING ROUGH	\$ _____	TAP FEE	\$ _____	SERVICE CHARGE	\$ _____
STACK TEST	\$ _____	WATER METER FEE	\$ _____	NOVOTNY FEE	\$ _____
HVAC ROUGH	\$ _____	PLUMB UNDERGROUND - TAP	\$ _____	DUMPSTER/POD	\$ _____
FRAMING ROUGH	\$ _____	PLUMB UNDERGROUND -SERVICE	\$ _____	CHIMNEY LINER ROUGH & FINAL	\$ _____
INSULATION/FIRE STOPPING	\$ _____	PLUMB UNDERGROUND-DIVORCE	\$ _____	ELECTRICAL SERVICE	\$ _____
	\$ _____		\$ _____	EXPANSION TANK	\$ _____

Denial A West go to zoning

APPROVED *[Signature]* (BUILDING DIRECTOR)

TOTAL \$ _____

CONTRACTOR LIST

All subcontractors need to be licensed with the City of Berwyn. Please contact the Collectors Office at (708)788-2660 Ex.6457, 6458, 6459 or 6460.

	NAME	ADDRESS	PHONE
GENERAL	JRBM Home Development	8522 S. Kenneth Chicago IL 60652	312-823-6030
PLUMBING	Discovery Plumbing + Heating INC.	17081 Waterford Lansing IL 60438	312-446-6696
ELECTRICAL	Michael Sloan	201 Friendship Trail, Michigan City, Pa	219-8146 6030 IN
HVAC	JME		
ROOFING	Matrix Construction	554 W. Taft Drive South Holland IL 60473	(847) 338-3827
CONCRETE	DAVID W. Ansani	813 N. Racine #3 Chicago IL 60642	312-834-9345
MASONARY			
PAINTING			
DEMOLITION			
EXCAVATOR			
SEWER			
FENCE			
DUMPSTER	Economy Dumpsters	3435 S. Cicero Ave Cicero IL 60604	630-818-8554

PLEASE LIST ANY ADDITIONAL CONTRACTORS THAT WILL BE PERFORMING WORK BELOW

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

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

Date: November 15, 2018

Name: Caleb Kimmel (815)716-0982
Address: 6444 W. 27th Street
City: Berwyn, IL 60402

Re: 6444 W. 27th Street **Option 1(preferred):** Build a 2nd floor addition right off the front bearing wall without required front setback.
Option 2: Build a 2nd floor addition with 6ft front setback

Dear: Mr. Kimmel

Your request to: build a 2nd floor addition without the required front setback cannot be approved by this office.

The reason for such inability is based upon our Zoning Ordinance.

Your Property is located in an R-2 Bungalow District and is subject to the following regulations.

- Chapter 1246.11 R-2 Bungalow District Requirements
 - Table 1246.11 R-2 District Requirements

(SEE ATTACHED)

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

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

-2-

Because of this regulation, it will be necessary for you to seek a variance from the Berwyn Zoning Board of Appeals.

The law requires you to request an appeal of my decision within 45 days of this denial letter. Your request must be made in writing by sending me an appeal letter asking for a hearing before the Zoning Board of Appeals. Your request must specify the grounds for such action. Please read the **sample appeal letter** below. This is an example you may tailor to your project.

Dear Mr. Lazzara,

I received your denial letter. I would like to appeal your decision and request an opportunity to appear before the Zoning Board.

The reason we would like to build a four-car garage is so we can park our cars off the street and to provide a place to store our lawn and gardening equipment.

Sincerely,

Mr. and Mrs. Smith

A copy of the appeal letter must also be mailed to:
Zoning Board of Appeals
Mr. Lance C. Malina
Klein, Thrope and Jenkins, Ltd.
20 N. Wacker Drive, Suite 16603
Chicago, IL 60606

Please **do not send your appeal letter to Mr. Malina by certified mail**. If you need verification of receipt, please include an extra copy of your appeal letter and he will return it to you properly acknowledged.

Upon receipt of your letter, Mr. Malina will mail you a Petition for Variation Hearing form. The form must be properly executed and seven (7) copies delivered to Mr. Malina within 60 days of the denial letter. You are advised to make a copy of the forms for your records. Proof of fee payment must accompany the forms. The Filing Fee must be paid at Berwyn City Hall. The Publication Fee for the required Legal Notice is paid to the local paper. Instructions for placing the ad are included on the form. Bring the forms to the City Collector's office at City

Hall, pay the proper filing fee, enclose a copy of both fee receipts with the forms and mail them to Mr. Lance Malina

After Mr. Malina receives and reviews the forms, he will mail you a letter informing you of the date of your hearing. A sign may be placed on your property informing the public of the hearing.

The Zoning Board of Appeals meets every third Tuesday of the month at 7:00 p.m. in the second floor conference room at City Hall. At the conclusion of your hearing, the board will vote to either concur with or deny your request. This recommendation is then sent to the City Council. The Council meets every second and fourth Tuesday of the month at 8:00 p.m. in the Council Chambers on the second floor at City Hall. You will receive notification by the City Clerk of the date your case will be before City Council. It is recommended you attend. At this meeting, the Council will vote to concur with or deny the Zoning Board's recommendation. You will receive a letter as to the outcome of this vote from the City Clerk.

Time is of the essence for this process to be successful. These procedures are required by law and cannot be circumvented. Please respond to all requests as soon as possible. The time limits must be adhered to or you will be required to start the process again from the beginning. The entire process can take up to three months.

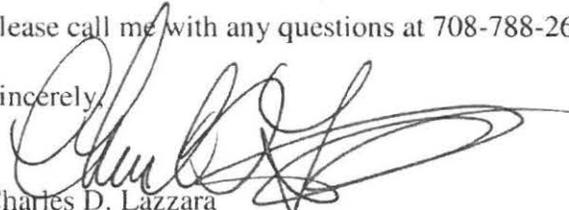
Zoning Filing Fees:

1. \$300.00 All Residential Properties (except 2, 3 & 4 below)
2. \$75.00 Residential Fences
3. \$75.00 Residential Garages
4. \$75.00 Residential Above Ground Pools
5. \$500.00 All Commercial Properties (except below)
6. \$100.00 Commercial Retail Overlay (RO) Regulated Use

The publication fee is not included in the above fees.

Please call me with any questions at 708-788-2660 x 3210.

Sincerely,



Charles D. Lazzara
Building Director

Cc: Lance C. Malina, Zoning Board
Margaret M. Paul, City Clerk
Alderman Robert W. Fejt – 4th Ward

§ 1246.11 R-2 Bungalow District Requirements

- A. Bulk and Setback Regulations. Table 1246.11-A. R-2 District Requirements, Figure 1246.11-A. R-2 District Requirements: Plan, and Figure 1246.11-B. R-2 District Requirements: 3-D establish bulk and setback regulations for the R-2 District.
- B. Standards for Additions to Existing Bungalows. The following requirements pertain to second story additions to existing bungalows in the R-2 District.
1. **Minimum Addition Setback.** The bungalow addition shall be set back a minimum of 15 feet from the front façade and shall maintain the existing front dormer, when applicable.
 2. **Maximum Height.** After the 15-foot setback, the maximum height of the bungalow shall be 28 feet.
 3. **Roof Pitch.** The roof pitch of the addition shall be similar to the roof pitch of the bungalow.
 4. **Materials.** The exterior walls of the addition shall be clad with material that has an analogous color to the original bungalow. Shingles and vinyl siding are not permitted cladding materials for the exterior walls of any bungalow addition.

Table 1246.11-A. R-2 District Requirements

Bulk Requirements		
	Minimum Lot Area	3,750 sf
A	Minimum Lot Width	30 ft
B	Maximum Principal Building Height at Front Façade	28 ft for buildings other than bungalows; 20 ft, 15 ft to gutter for bungalows
C	Maximum Height for Second Story Addition to a Bungalow	28 ft
D	Minimum Setback for Second Story Addition to a Bungalow	15 ft
	Maximum Impervious Coverage	65%
Setback Requirements		
E	Minimum Front Setback	15 ft
F	Minimum Corner Side Setback	5 ft
G	Minimum Interior Side Setback	3 ft
H	Minimum Rear Setback	25 ft

Figure 1246.11-A. R-2 District Requirements: Plan

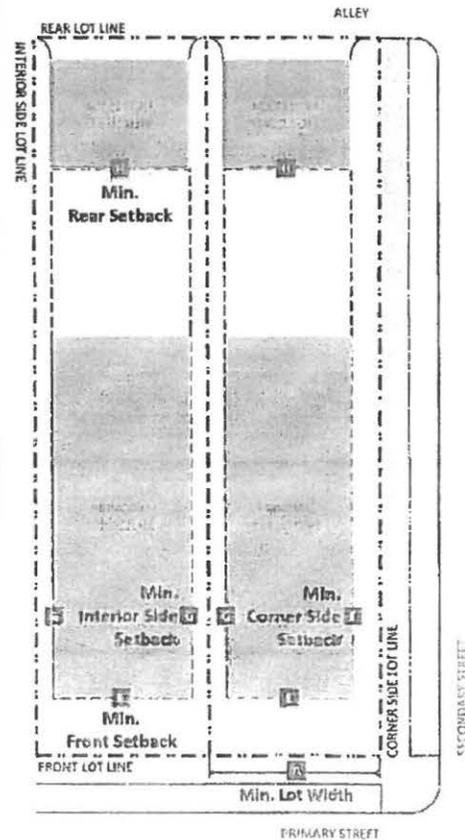
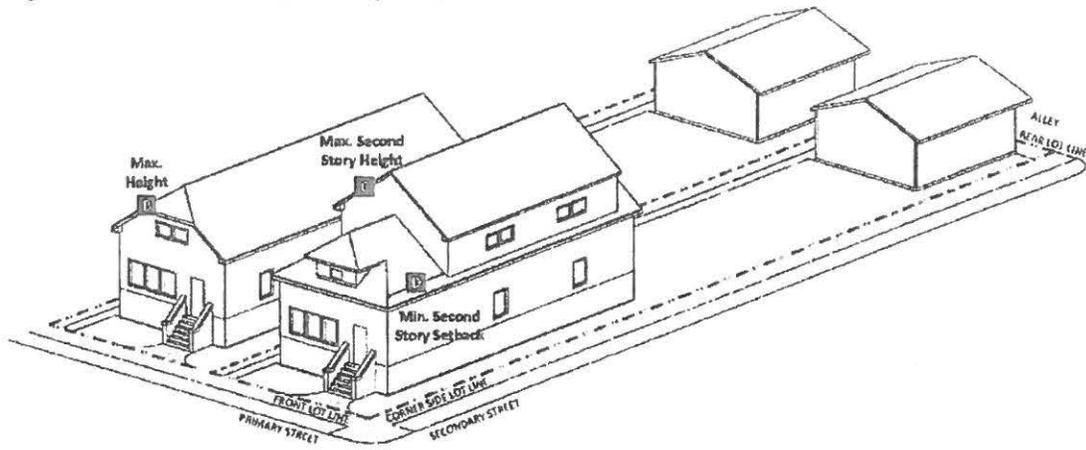


Figure 1246.11-B. R-2 District Requirements: 3-D



Robert J. Lovero
Mayor
Charles D. Lazzara
Building Director

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

\$150.00
Review
deposit.

\$150
9-27-18
pd

BUILDING PERMIT APPLICATION

JOB SITE ADDRESS 6444 West 27th street.
PROPERTY OWNER Caleb Kimmel **PHONE** 815-710-0982
DESCRIPTION OF WORK 2nd Story edition / All new electrical /
new Plumbing / Complete interior Rehab

PERMIT NO.

VALUE OF WORK INCLUDING MATERIALS AND LABOR \$92,000

NOTES: 1. A PLAT OF SURVEY SHALL ACCOMPANY ALL PERMIT APPLICATIONS FOR ALL EXTERIOR WORK.

Check if work is being performed by Owner. If work is being performed by Contractor(s) please fill out the 2nd page of this application.

Do you live at the above property address? Yes NO

- ① ALL CONTRACTORS PERFORMING WORK AT THIS ADDRESS MUST BE LICENSED AND BONDED WITH THE CITY OF BERWYN – CONTACT THE COLLECTORS OFFICE TO FIND OUT WHAT IS NEEDED AT (708)788-2660 Ex 6457,6458,6459 or 6460.
- ② Contracts with full scopes of work are required from all contracts at time of submittal. **(WILL NOT ACCEPT LETTERS OF INTENT)**

I HEREBY CERTIFY THAT ALL THE INFORMATION PROVIDED HEREIN IS TRUE.

SIGNED

BR MR

DATE

9-27-18

PERMIT FEE	\$	ELECTRIC FINAL	\$	ROOF FINAL	\$
ATF FINE	\$	PLUMBING FINAL	\$	HOUSE WRAP	\$
PRELIMINARY ELECTRIC	\$	GAS PRESSURE TEST	\$	SIDING FINAL	\$
PRELIMINARY PLUMBING	\$	WATER PRESSURE TEST	\$	MASONRY FINAL	\$
PRELIMINARY HVAC	\$	HVAC FINAL	\$	GUTTR/DOWNSPOUT FINAL	\$
PRELIMINARY FRAMING	\$	BUILDING FINAL	\$	DEMO FINAL	\$
FOOTING	\$	POST HOLE/PIER	\$	HEALTH DEPARTMENT	\$
FOUNDATION	\$	PRE-POUR	\$	PRELIMINARY FIRE DEPT	\$
BACKFILL	\$	PARKWAY USE	\$	ROUGH FIRE DEPT	\$
SLAB PRE-POUR	\$	STREET OPENING	\$	FINAL FIRE DEPT	\$
PLUMBING UNDERGROUND	\$	SIDEWALK OPENING	\$	LINTEL INSPECTION	\$
ELECTRIC UNDERGROUND	\$	PRE-POUR STREET/SIDEWALK	\$	RPZ TEST/DDCA VALVE	\$
ELECTRIC ROUGH	\$	RESTORATION INSPECT	\$	ELECTRIC ABOVE CEILING	\$
PLUMBING ROUGH	\$	TAP FEE	\$	SERVICE CHARGE	\$
STACK TEST	\$	WATER METER FEE	\$	NOVOTNY FEE	\$
HVAC ROUGH	\$	PLUMB UNDERGROUND - TAP	\$	DUMPSTER/POD	\$
FRAMING ROUGH	\$	PLUMB UNDERGROUND -SERVICE	\$	CHIMNEY LINER ROUGH & FINAL	\$
INSULATION/FIRE STOPPING	\$	PLUMB UNDERGROUND-DIVORCE	\$	ELECTRICAL SERVICE	\$
				EXPANSION TANK	\$

Denied. Must go to zoning

APPROVED

[Signature]

(BUILDING DIRECTOR)

TOTAL \$



Apply for both variances at once

option 1 - preferred



option 2

LEGAL NOTICE/NOTICE OF PUBLIC HEARING

Notice is hereby given to all interested persons that the City of Berwyn Zoning, Planning and Development Commission will hold a public hearing on Wednesday, the 16th day of January, 2019, in the City of Berwyn Council Chambers on the second floor, located at 6700 West 26th Street, Berwyn, Illinois, at the hour of 7:00 P.M. or as soon thereafter as the business of the Zoning, Planning and Development Commission permits, to consider the following:

The request of the applicant Caleb Kimmel (the "Applicant") for a Variation to build a second story addition without the required 15-foot front setback on a bungalow located within the R-2 Bungalow Zoning District, at the address commonly known as 6444 W. 27th Street, Berwyn, Illinois, and legally described as follows:

THE WEST 30 FEET OF THE EAST 60 FEET OF LOT 23 IN HERBERT M. ROSE'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 800.5 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PINS: 16-30-410-015-0000

COMMONLY KNOWN AS: 6444 W. 27th Street, Berwyn, Illinois

The Applicant seeks to add a second story addition to the existing residence on the property with either no front setback from the front façade of the home, or a six (6) foot setback from the front of the home. Because the minimum setback from the front façade for a second story addition to a bungalow in the R-2 Zoning District is fifteen (15) feet, the Applicant must obtain a variation from the setback requirement set forth in § 1246.11.B.1./Table 1246.11-A. (R-2 District Requirements) of the Zoning Code of the City of Berwyn in order to construct the second story addition with either no setback or a six (6) foot setback. A variation to allow the second story addition to be less than fifteen (15) feet from the front façade of the residence may be granted where the standards applicable to variations set forth in Section 1252.03.D.6. of the Zoning Code are found to have been met.

During the Public Hearing the Zoning, Planning and Development Commission will hear testimony from and consider any evidence presented by persons interested to speak on this matter. In addition, objections and other comments, if any, relating to the proposed Variation request may be submitted to the Building Director, 6700 West 26th Street, Berwyn, Illinois, prior to 4:00 P.M. the day of the Public Hearing.

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act.

Dated this 22nd Day of December, 2018

By Order of the City of Berwyn Zoning, Planning and Development
Commission
Lance Malina, Executive Secretary.

EXHIBIT A

**THE WEST 30 FEET OF THE EAST 60 FEET OF LOT 23 IN HERBERT M ROSE'S
SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 30,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN
(EXCEPT THE SOUTH 800.5 FEET THEREOF) IN COOK COUNTY, ILLINOIS.**

PINS: 16-30-410-015-0000

COMMONLY KNOWN AS: 6444 W. 27th Street, Berwyn Illinois

EXHIBIT B

**FINDINGS OF FACT
(ATTACHED)**

**FINDINGS OF FACT AND RECOMMENDATION OF THE
CITY OF BERWYN ZONING, PLANNING AND DEVELOPMENT COMMISSION
TO THE MAYOR AND CITY COUNCIL**

**ZPDC No. 18-07
January 16, 2019**

APPLICATION: Request for a Variation to Build a Second Story Addition to an Existing Bungalow without the Required 15-Foot Setback from the Front Façade of the Building on Property Located within the R-2 Bungalow District, at 6444 W. 27th Street, Berwyn, Illinois.

PETITIONER: Caleb Kimmel

PROPERTY: 6444 W. 27th Street, Berwyn, Illinois (the “Property”)

SUMMARY OF REQUEST AND RECOMMENDATION: The City of Berwyn has received a request from Caleb Kimmel (“Petitioner”) for a variation to construct a second story addition to an existing bungalow with either no setback or a six (6) foot setback from the front façade of the building, on the Property commonly known as 6444 W. 27th Street, in the R-2 Bungalow District. Because the second story addition setback for existing bungalows in the R-2 Bungalow District is fifteen (15) feet, the Applicant needs at least a nine (9) foot second story setback variation from Section 1246.11.B.1/Table 1246.11-A (R-2 District Requirements) of the Zoning Code of the City of Berwyn (“Zoning Code”).

Following a public hearing held on January 16, 2019, the City of Berwyn Zoning, Planning and Development Commission voted six (6) in favor and one (1) opposed, to recommend approval of a nine (9) foot variation from the fifteen (15) foot setback requirement to the Mayor and City Council.

BACKGROUND: The Property consists of a bungalow style residence that is in the process of receiving a full interior renovation and second story addition. The renovations began in July 2018. The Petitioner proposes to build a second story addition to the residence with either no setback or a six (6) foot setback from the front façade of the building.

Staff initially advised the Petitioner that only a six (6) foot setback for the second story addition was required, as the Property was incorrectly identified as being in the R-1 Single-Family Residence Zoning District. The R-1 District, however, ends at the alley behind the Property, and the Property is instead in the R-2 Bungalow District, which requires a fifteen (15) foot setback for second story additions to existing bungalows, instead of the six (6) foot setback for additions in the adjacent R-1 District. After Petitioner commenced work on the addition, it was determined that the fifteen (15) foot

setback requirement applied pursuant to Section 1246.11.B.1/Table 1246.11-A (R-2 District Requirements). Petitioner then requested that the Zoning, Planning and Development Commission grant a second story setback variation to allow the completion of construction of the new second story addition with either no setback, or the six (6) foot setback his most recent plans had called for.

PUBLIC HEARING: At the public hearing on the variation request, the Petitioner, Caleb Kimmel testified regarding the requested relief.

Petitioner stated that he is a teacher in Berwyn, who moved to the City from Gurnee. He seeks relief relative to his bungalow style residence at 6444 W. 27th Street in the R-2 Bungalow District of the City.

Petitioner stated that he began a full interior renovation of the home in July 2018, with the intention of adding a second story. He advised that he did so without a complete understanding of the City's zoning process. After Petitioner's initial request for no setback was denied, the Building Department granted Petitioner a demolition permit to begin construction, and gave verbal approval for a second story addition with a six (6) foot setback from the front façade of the home, consistent with the requirements for the R-1 Single Family Residence District. The boundary of the R-1 District, however, ends at the alley behind Petitioner's home, and the home is actually in the R-2 Bungalow Zoning District, which has a fifteen (15) foot setback requirement for second story additions to existing bungalows. Petitioner halted construction and requested this Variation upon learning of the fifteen (15) foot setback requirement set forth in Section 1246.11.B.1/Table 1246.11-A (R-2 District Requirements) of the Zoning Code.

Petitioner advised that the façade of the home would consist entirely of new brick, with siding covering the rest of the building. Petitioner stated that he discussed the proposed addition with his neighbors, who expressed no opposition to the plans.

The renovated home design consists of an open layout on the main floor, with a living room, dining room, kitchen, pantry and powder room. The second story is proposed to have two bedrooms and one bath, plus a master bedroom with separate bath. The renovations would give the home sufficient space for Petitioner's family to visit.

Persons present at the public hearing questioned the Petitioner about what he would do with the existing brick on the façade, if torn off. Petitioner stated that he is currently unsure, but hopes to reuse it. Petitioner was also questioned about whether he had a permit for the work that had been performed. He confirmed that he had not. Demolition permits and the lead architect for Petitioner's project were also the subject of questions. Petitioner also stated that he had purchased a bungalow in Berwyn to be close to his job.

Members of the public expressed concerns about precedent if this variation is granted, and the importance of bungalows. Petitioner noted that his residence is at the very edge of the R-2 Bungalow District and only the alley behind his house separates his property

from the R-1 Single-Family District where he would need no variation to do a second story addition with only a six (6) foot setback.

Exhibits marked during the course of the Public Hearing included: **City Group Exhibit 1**, which consisted of the published legal notice for the public hearing, and accompanying Certification of Publication, as well as the full application for the relief sought by Petitioner and supporting materials.

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

The Area Investigator appointed in this matter was Berwyn Zoning, Planning and Development Commissioner Douglas Walega. Commissioner Walega summarized his investigation for the Commission. Commissioner Walega noted that he had met with the Petitioner on January 8, 2019. He advised that it was apparent that Petitioner contemplated a quality and viable second floor addition to the home. He noted that most of the homes on the block are of a diverse architectural style. He advised that the renovated structure would be very compatible with the surrounding residences.

The members of the Zoning, Planning and Development Commission each then in turn expressed their views on the proposed variation. Commissioner Bruen noted that he did not see a hardship, and that the problem Petitioner faced was self-created. Other Commission members felt that the error of the Building Department created a hardship. Still others opined that the actions of the Building Department should have no effect on whether zoning relief is granted, but noted that the Property was on the very edge of the Bungalow District, and that the block the residence was on was a mix of housing styles and did not consist primarily of bungalows. The block across the alley in back of the Property had the same mix of housing styles but was in the R-1 Single Family Residence District where the Petitioner could build the addition at the requested six (6) feet as of right. Commissioner Walega made a motion, seconded by Commissioner Miller, to approve the nine (9) foot variation requested by Petitioner, which would allow him to build the second story addition to his existing bungalow with a six (6) foot setback from the front façade, instead of the fifteen (15) foot setback required by the Zoning Code. The Zoning, Planning, and Development Commission voted six (6) in favor and one (1) opposed to recommend approval of the variation to the Mayor and City Council.

FINDINGS: The Zoning, Planning, and Development Commission makes the following Findings as to the proposed variations:

- (A) The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.** A majority of the Zoning, Planning and Development Commission found that the project would benefit the general community by allowing Petitioner to build a quality second story addition to his home. Surrounding homeowners have expressed no opposition to the renovations. The variation, as presented, will not endanger the health, safety, comfort, convenience and general welfare of the public.

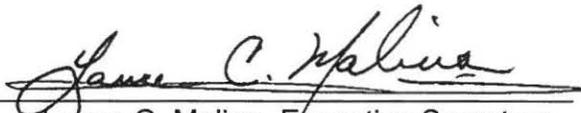
- (B) **The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.** A majority of the Commission found this standard to have been met. The Petitioner's block is a mix of housing styles, and is not primarily bungalows. The variations will not alter the essential character of the neighborhood. The proposed variations are in keeping with the character of the neighborhood and surrounding single-family buildings, and construction of a second story addition will provide an overall benefit to the neighborhood.
- (C) **The proposed variation will not substantially diminish the value of adjacent properties and other property within the immediate vicinity of the proposed variation.** The Zoning, Planning and Development Commission found that the proposed variations will not substantially diminish the value of adjacent properties within the immediate vicinity of the Subject Property because the use of the property is consistent with the character of the neighborhood and adjacent properties.
- (D) **The proposed variation alleviates a particular hardship created by the literal enforcement of this Zoning Code that would prevent the applicant from yielding a reasonable return from the subject property.** A majority of the Zoning, Planning and Development Commission found that this standard had been met. Petitioner's property is at the very edge of the R-2 Bungalow Zoning District. If the residence was across the alley, he would not need a variation to construct a second story addition with a six (6) foot setback. The mix of housing styles on the adjacent block in the R-1 District was the same as the mix on Petitioner's block. Some Commission members felt it to be a hardship that Petitioner undertook renovations to his home with the understanding that a second story addition with a six (6) foot setback from the front façade of the building was permissible. One Commissioner did not find this standard to have been met, in that the hardship was self-created.
- (E) **The proposed variation is necessary to permit a reasonable use of land, but does not confer a special privilege on the applicant which is denied to the owners of adjacent properties and other properties within the immediate vicinity of the proposed variation.** The Zoning, Planning and Development Commission found that the proposed variation would not confer a special privilege on the Petitioner. The proposed Variation is in keeping with the character of the surrounding neighborhood.
- (F) **The proposed variation represents the minimum deviation from established standards necessary to accomplish the desired improvement of the subject property.** The Zoning, Planning and Development Commission found that the requested nine (9) foot setback Variation will allow the construction of a quality, viable second story addition setback six (6) feet from the front façade of the

residence, which is the minimum deviation necessary to accomplish the requested improvement to the property.

- (G) **The proposed variation is consistent with the intent of the Comprehensive Plan, the Zoning Code, and the other land use policies of the city.** The Zoning, Planning and Development Commission found that the Variation allowing for the second story addition is consistent with the intention of the Comprehensive Plan, the Zoning Code, and other land use policies of the City.

RECOMMENDATIONS: Based upon the foregoing Findings, the Zoning, Planning, and Development Commission, by a vote of six (6) in favor and one (1) opposed, recommends APPROVAL to the Mayor and City Council regarding the requested nine (9) foot second story setback Variation requested by Petitioner, in order to allow him to construct a second story addition to his existing bungalow with a six (6) foot setback from the front façade of the residence on the Property in the R-2 Bungalow District at the address commonly known as 6444 W. 27th Street, Berwyn, Illinois.

Signed:

A handwritten signature in black ink, appearing to read "Lance C. Malina", is written over a horizontal line. The signature is cursive and somewhat stylized.

Lance C. Malina, Executive Secretary
Zoning, Planning and Development
Commission
City of Berwyn

N^o 3952

OFFICE OF CITY COLLECTOR

CITY OF BERWYN
6700 W. 26th Street

Berwyn, IL 12/11/2018

RECEIVED of

Caleb Kimmel

Address

6444 27th St

Six hundred

\$300.00 DOLLARS, \$600.⁰⁰

For

Publication fee #300.⁰⁰

395

2018-00076487

Collector's Office

12/11/2018 4:36:42 PM

Other Miscellaneous

Hearing fee #300.⁰⁰

total = \$600.⁰⁰

Remit to

Charge

Fund

J Rendón

CITY COLLECTOR

City of Berwyn
Collector's Office
6700 West 26th Street
Berwyn, IL 60402-0701

CITY OF BERWYN
6700 W. 26th St
BERWYN, IL 60402
TEL: 708-266-0000

Date: 12/12/2018
Receipt: 2018-00076487
Cashier: Collector's Office
Received From:

Bank ID: 0011
Merchant ID: 520001626910
Term ID: 016

Sale

Other Miscellaneous 300.00
Jr 6444 27th st -
publication fee
\$300 & hearing fee
\$300

XXXXXXXXXXXX3761

VISA

Entry Method: Chip

Total: \$

600.00

Receipt Total 300.00
Total Charge 300.00
Total Remitted 300.00
Total Received 300.00

12/11/18

15:48:10

Inv #: 000003

Appr Code: 611153

Apprvd: Online

Batch#: 345002

Reference Ref. #: 1010002

VISA LIMIT
010-XXXXXXXXXXXX
151-0000
1VR-XXXXXXXXXXXX

Customer Copy

ENCLOSURE INFORMATION

II. GENERAL INFORMATION

Please provide all of the requested information below. If you fail to provide all of the requested information, your Petition may be rejected as incomplete.

1. Does this application meet the requirements for a Minor Variation? If yes, please cite the provision of §1252.03(D)(2)(a) under which the request falls. NO

2. Full common address or location of the property for which zoning relief is sought (the "Property"):

6444 27th St

Beverly, IL 60402

3. Legal Description of the Property (obtain from Deed, Survey or Title Policy) (attach additional sheet if necessary the west 32 ft of the east 60 ft of lot 23 in Herbert N. Rose's subdivision of the east 1/2 of the southeast 1/4 of section 30, Township 39 North, Range 13, East of the third principal meridian, (except the south 800.5 ft thereof) in Cook County, Illinois

4. Permanent Index Number of the Property: 16-30-410-015-0000

5. Size of the Property (in square feet or acres): 3771 sq ft

6. Contact Information:

Applicant(s)

Name Caleb Kimmel

Address 6444 27th St.

Beverly, IL 60402

Telephone (815) 716 - 0982

Telephone () _____ - _____

Fax () _____ - _____

E-mail _____

Property Owner(s) (if different from Applicant)

Name _____

Address _____

Telephone () _____ - _____

Telephone () _____ - _____

Fax () _____ - _____

E-mail _____

Agent/Attorney

Name _____

Address _____

Telephone () _____ - _____

7. If the Property is in a trust, provide name, address and number of trust.

N/A

8. Briefly describe Applicant's interest in the Property. If Applicant is not the Owner of Record, please attach copies of: i. the purchase contract or other documents in support of Applicant's interest; and ii. written permission from the current Owner of Record to petition the Village:

Applicant is the owner

9. Are there any leases, offers or contracts to sell or buy, options, etc., in existence which affect the present or future ownership or interest in the affected Property (include the type of transaction, the parties thereto, dates of execution of documents referred to, and the actual consideration involved in the transaction). If so, please describe:

None

10. Are any of these transactions described in 9. above contingent upon Zoning relief being granted? If, so, explain in detail.

None

11. What is the current Zoning designation of the Property: R-2

12. Describe the Zoning Relief you are seeking:

1st preference - full addition up to front wall
2nd preference - 6-foot setback (R-1 zoning on 27th place, neighboring street.

13. Has the Property, to the best of your knowledge, previously been the subject of a request for zoning relief? If, so, explain in detail: (1) the date of the Hearing; (2) the relief requested; (3) the outcome of the Hearing; and (4) the applicant:

No

14. Describe any existing structures on the Property:

Single family home and garage

15. Give a brief description of the proposed construction, rehabilitation or other work that will be performed at the Property, if any:

Full gut remodel of basement + 1st floor,
second floor addition.

16. Describe any private parking facilities proposed and number of cars accommodated:

2 car garage

17. Please complete the following questions for each of the structures and each of the lots involved. Refers to both existing and proposed structures.

(a) Height to top of flat roof – deck line of mansard to mean height level of gable and hip roofs of the structure: Existing ~~app~~ N/A, New 27.4

1. Approximate height of the immediately adjoining buildings on each side:

east app 16ft west app 30ft

(b) Set back from front lot line to the structure: 15.44 - 15.47 existing + new

1. Approximate set back of the immediately adjoining building on each side:

east app 15ft west app 6ft

(c) Rear yard depth of the structure: App 70 existing + new

1. Approximate rear yard depth of the immediately adjoining building on each side:

east app 70ft west app 70ft

(d) Side yard (both sides) from most extreme projection of wall of structure:

east 3.09' to 3.13' / West 2.97'

1. Side yard as above of the immediately adjoining buildings on each side: _____

east app 3ft west app 3ft
on each side on each side

(e) Width of inner court (if any) of the structure: _____

(f) Width of outer court (if any) of the structure: _____

(g) Length of the structure: App 50 ft new + existing

(h) Width of the structure: 23.90 ft new + existing

(i) Width, depth and square footage of this lot: 30 ft / 125.70 ft / 3771 sq ft

(j) Width, depth and square footage of total lot area involved in this project:
3771 sq ft

(k) Number of square feet of total lot area occupied by principal building on lot: _____
50' x 23.90' = 1195 sq ft

(l) What percentage of the total lot area is occupied by the structure: 31%

(m) Number of apartments proposed: None

(n) Square footage of EACH apartment proposed: None

18. What are the current land uses and zoning on and around the site?

	<u>Current Zoning</u>	<u>Land Uses</u>
On Site	<u>R-2</u>	<u>Residential</u>
North of Site	<u>R-2</u>	<u>Residential</u>
South of Site	<u>R-1/P</u>	<u>Residential / Public-Liberty Center</u>
East of Site	<u>R-2</u>	<u>Residential</u>
West of Site	<u>R-2</u>	<u>Residential</u>

III. EVIDENCE IN SUPPORT OF PETITIONER'S VARIATION REQUEST

NOTE: This entire application and petition shall become a part of your hearing records. You are encouraged to set forth all arguments, evidence and exhibits (whether requested or not) in full support of your appeal within and made a part of this petition. Use additional pages if necessary.

1. Fully describe, in detail, the variation(s) requested from the requirements of the zoning district in which the property is located (NOTE: only those variations specified will be able to be considered by the Zoning Administrator or Zoning, Planning, and Development Commission):

Preference 1 - full addition to front facing wall, no set-back
Preference 2 - 6-foot set back of addition (R-1 zoning)

2. In the case of a Minor Variation, the Zoning Administrator, or in the case of a Major Variation, the Zoning, Planning, and Development Commission, after public hearing, is required to make findings, based upon the evidence presented to it in each specific case, as to whether each of the standards below has been met. Please state how each standard is satisfied in your particular case:

a. The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

the addition will only effect this property
in a positive manner.

b. The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

27th street has a mix of house styles including
the neighboring house which appears to have a full
addition.

c. The proposed variation will not substantially diminish the value of adjacent properties and other property within the immediate vicinity of the proposed variation.

this improvement/addition will only add
value to the neighboring houses

d. The proposed variation alleviates a particular hardship created by the literal enforcement of this Zoning Code that would prevent the applicant from yielding a reasonable return from the subject property.

I am building the addition to provide space for my family to stay when they visit from out of town. Also the building dept accidentally misread the zoning map and informed us we needed a 6ft setback originally.

e. The proposed variation is necessary due to the unique attributes of the subject property, which were not deliberately created by the applicant, and are not shared by adjacent properties and other properties within the immediate vicinity of the proposed variation.

N/A

f. The proposed variation is necessary to permit a reasonable use of land, but does not confer a special privilege on the applicant which is denied to the owners of adjacent properties and other properties within the immediate vicinity of the proposed variation.

N/A

g. The proposed variation represents the minimum deviation from established standards necessary to accomplish the desired improvement of the subject property.

Flexibility with a 6-foot set back but preference for full addition.

h. The proposed variation is consistent with the intent of the Comprehensive Plan, the Zoning Code, and the other land use policies of the city.

Yes, house will be consistent with city policies.

3. Do you have any further evidence to present in support of your petition? If so, attach a supplemental sworn statement hereto specifying the facts fully.

NOTICE: ALL PARTIES IN INTEREST MUST SIGN AS APPLICANTS

I (WE) HEREBY DEPOSE THAT ALL THE ABOVE STATEMENTS CONTAINED IN THIS PETITION AND THE PAPERS AND DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT.

Sworn to before me, this 12

Caleb Kimmel
Applicant

day of December, 2018

Jennifer Boyajian
Notary Public
(Notary Section must be completed)

Interest

Sworn to before me, this 12

Applicant

day of December, 2018

"OFFICIAL SEAL"
Jennifer Boyajian
Notary Public, State of Illinois
My Commission Expires 1/13/2020
(Notary Section must be completed)

Interest

OWNER, IF DIFFERENT THAN APPLICANT, MUST SIGN TO INDICATE CONSENT TO THE FILING OF THIS PETITION:

Sworn to before me, this _____

Property Owner (if different then Applicant)

day of _____, 20____

Interest

Notary Public
(Notary Section must be completed)

Additional evidence:

During the process of understanding building codes, there was a miscommunication between the building department and my contractor/architect. Specifically, Chapter 1254.02 defines- *Minimum Front Setback: The minimum distance that a building or structure shall be located from a front lot line, as required by the zoning district regulations.* This gave the impression that the addition setback needed to be from the property line not the front façade of the house.

Additionally, on 10/4/2018, the building department was in communication with my contractor that the addition needed a 6 foot setback. This was a mistake: 27th Street and 27th Place are in different building code zones although they are only one street apart: 27th Street is located in R-2, a 15-foot setback; and 27th Place is located in R-1, a 6-foot setback. After the letter was received from the city, work began on the addition of a 6-foot setback which has been at a standstill leaving my property with no roof from late October until the present. Please see below:

The City of Berwyn



Charles D. Lazzara
Building Department
Director

A Century of Progress with Pride

6709 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 (708) 788-1427
www.berwyn-il.gov

10/04/18

6444 W. 27th St.

Second Floor Addition/Interior Remodel/Deck

Permit plans dated 08/30/18 submitted by architect Alan Leskiv and received on 09/27/18 are **NOT APPROVED**, please provide response letter and applicable revisions/requested information.

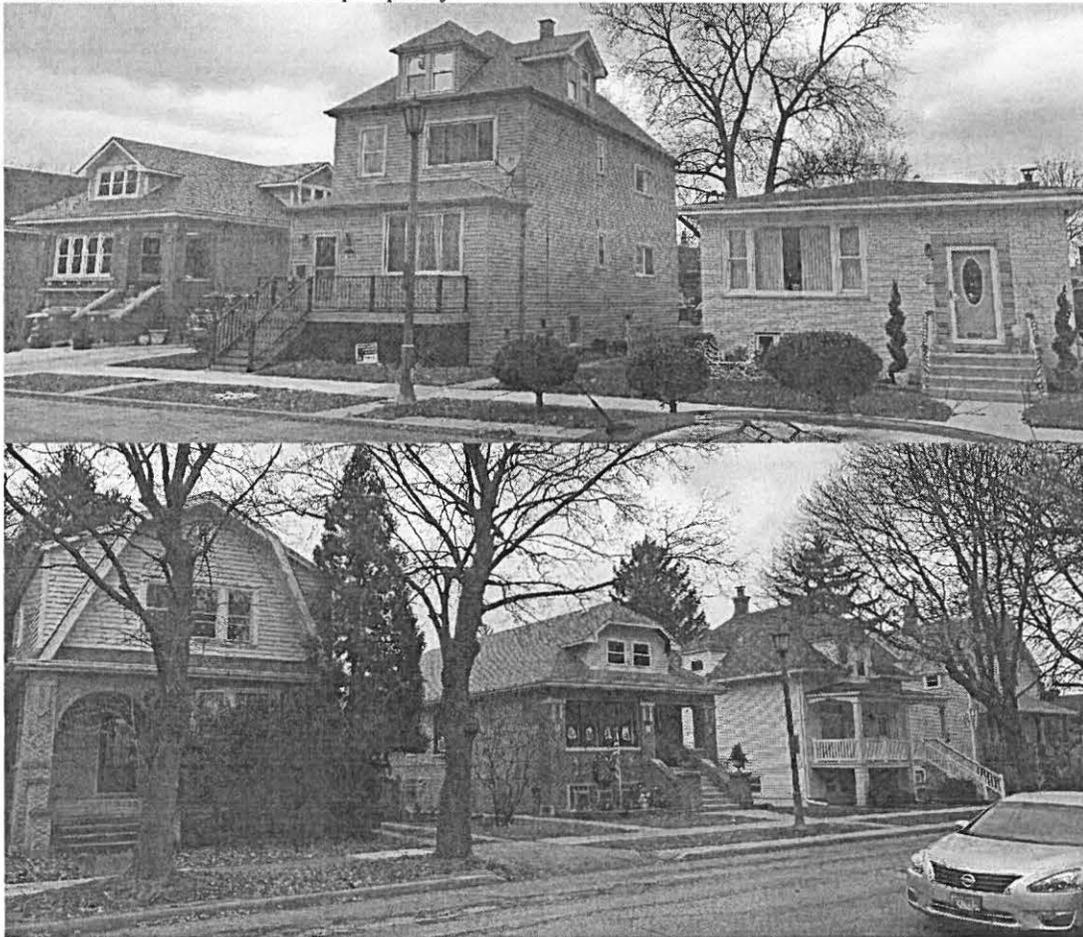
ZONING:

1. AC units may only be in side yard if replacing current units, otherwise they must be in rear yard.
2. Bungalow addition must be setback minimum ^{6'}15' from front ~~façade~~. *load bearing wall*. *must have* *corner*
3. Vinyl siding is not permitted cladding material for bungalow addition.

27th Street has a wide array of house styles which is contradictory to its zoning of R-2 "Bungalow District." The photos below are directly across from the property of 6444:



The photos below are of other house styles that are located on 27th street, but not across the street from the property.

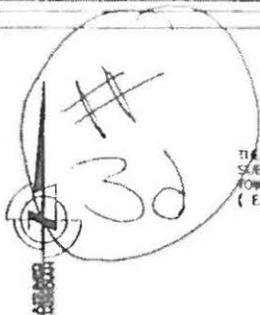




Finally, the neighboring house directly to the West appears to have a full 2nd story addition. At first glance, it looks like there is a 6 foot setback, but the 1st floor front facing wall does not have a basement under it, so it is the assumption that a front porch was enclosed to create more living space. The 2nd floor "setback" is located at the basement of the house which would have been a full addition to the front facing wall before the porch area was enclosed. Please see pictures below:



Because of this, a full addition on my house would not look odd or out of place.



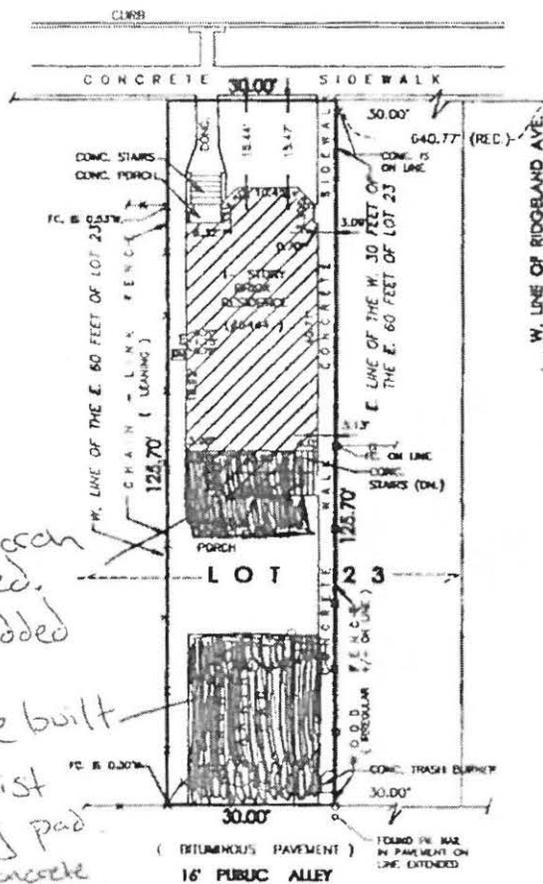
PLAT OF SURVEY

OF

THE WEST 30 FEET OF THE EAST 60 FEET OF LOT 23 IN HERBERT N. ROSC'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 80.5 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

SCALE 1" = 20'

27th STREET
(460' R.O.W.)



* Addition of 2nd story

* Raised porch removed. Deck added

* Garage built on exist parking pad. New concrete added.

LEGEND

- FRS - FOUND RIGIDROAD SPW/C
- FR - FOUND IRON PIPE
- FRB - FOUND IRON ROD
- FRM - FOUND IRON BAR
- FRN - FOUND IRON NAIL
- FRX - FOUND OLF CROSS
- FRY - FOUND OLF NOTCH
- FRZ - SET IRON PIPE
- FR1 - SET OLF CROSS
- FR2 - SET IRON BAR
- FR3 - RECORD INFORMATION
- FR4 - MISRECORDED INFORMATION
- FR5 - UNRECORDED INFORMATION
- FR6 - RECORD CORNER
- FR7 - TOP OF FOUNDATION
- FR8 - FINISHED FLOOR
- FR9 - FINISHED FLOOR GARAGE
- FR10 - TOP OF CURB
- FR11 - FLOOR LINE
- FR12 - EASEMENT
- FR13 - CONCRETE
- FR14 - BITUMINOUS
- FR15 - CORRUGATED METAL PIPE
- FR16 - FENCE
- FR17 - BRICK
- FR18 - BRICK
- FR19 - UTILITY EASEMENT
- FR20 - PUBLIC UTILITY EASEMENT
- FR21 - PUBLIC UTILITY & DRAINAGE EASEMENT
- FR22 - FENCE CORNER
- FR23 - SIGN
- FR24 - SIGN
- FR25 - SIGN
- FR26 - SIGN
- FR27 - SIGN
- FR28 - SIGN
- FR29 - SIGN
- FR30 - SIGN
- FR31 - SIGN
- FR32 - SIGN
- FR33 - SIGN
- FR34 - SIGN
- FR35 - SIGN
- FR36 - SIGN
- FR37 - SIGN
- FR38 - SIGN
- FR39 - SIGN
- FR40 - SIGN
- FR41 - SIGN
- FR42 - SIGN
- FR43 - SIGN
- FR44 - SIGN
- FR45 - SIGN
- FR46 - SIGN
- FR47 - SIGN
- FR48 - SIGN
- FR49 - SIGN
- FR50 - SIGN

GENERAL NOTES

- 1.) CALL TOLL FREE 1-800-892-1234 PRIOR TO ANY DIGGING OR CONSTRUCTION (CALL "DIGGER" FOR THE CITY OF CHICAGO ONLY @ 472-7411-7000)
- 2.) NO UNDERGROUND UTILITIES SHOWN HEREON.
- 3.) REFER TO LOCAL ZONING AND SUBDIVISION ORDINANCES AND YOUR TITLE COMMITMENT FOR ANY PROPERTY RESTRICTIONS, SETBACKS AND EASEMENTS NOT SHOWN HEREON.
- 4.) THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S RAISED SEAL AFFIXED.
- 5.) COMPARE ALL POINTS AND REPORT ANY DIFFERENCES TO SURVEYOR PRIOR TO CONSTRUCTION AT ONCE.
- 6.) A CURRENT TITLE POLICY BOOK IS MADE AVAILABLE AT TIME OF SURVEY.
- 7.) LEGAL DESCRIPTION SHOWN HEREON SHOULD BE COMPARED TO RECORDED DEED OR TITLE COMMITMENT.
- 8.) DO NOT SCALE DIMENSIONS FROM THIS PLAT.
- 9.) SURVEY / MAP HEREON DRAWN WAS PREPARED SPECIFICALLY FOR THE CLIENT LISTED BELOW AND IS CONSIDERED COPYRIGHTED MATERIAL. THIS SURVEY INFORMATION IS NOT TO BE DISTRIBUTED TO OR USED BY A THIRD PARTY WITHOUT THE PRIOR CONSENT OF THE SURVEYOR FOR ANY REASON.

COMMON ADDRESS: # 6444 27th STREET	
BERWYN, ILLINOIS	
ORDER NO: R18-300.1S	SCALE: 1" = 20'
FIELD DATE: 06/14/2018	BOOK: 54 PAGE: 66
PREPARED FOR: DELANEY LAW, PC 444 N. WABASH AVE, SUITE 3F CHICAGO, ILLINOIS 60611	

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

THIS IS TO CERTIFY THAT I, JOHN COLIN TOLINE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AS APPLICABLE TO PLATS OF SUBDIVISION" (ILCS 1270.56.B.6.P.)

John Toline DATE: JUNE 15, 2018
JOHN COLIN TOLINE, P.L.S. # 35-3078
MY COMMISSION EXPIRES NOVEMBER 30, 2018
PROFESSIONAL LAND SERVICES, L.L.C.
ILLINOIS PROFESSIONAL DESIGN FIRM REGISTRATION # 104-004845



PROFESSIONAL LAND SERVICES, L.L.C.

LAND SURVEYING AND MAPPING
7518 W. MADISON AVE., STE. 2C - FOREST PARK, IL. 60130
PHONE: 708.488.1733 FAX: 708.488.1765 E-MAIL: protoland@bcqglobal.net
RESIDENTIAL • COMMERCIAL • TOPOGRAPHIC • CONSTRUCTION • CORNERS • ALFA • MUNICIPAL • ENVIRONMENTAL

Robert J. Lovero
Mayor
Charles D. Lazzara
Building Director

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

\$150.00
Review
Deposit.

\$150
9-27-18
pd

BUILDING PERMIT APPLICATION

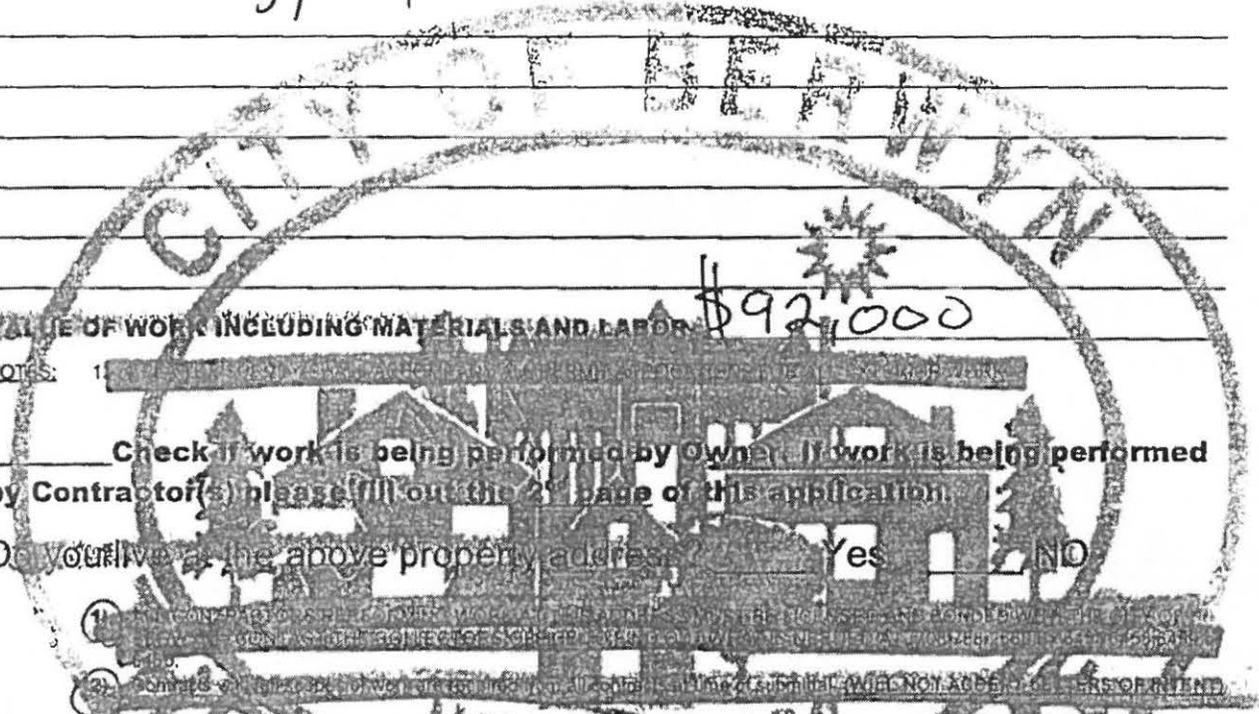
JOB SITE ADDRESS 6444 West 27th street.
PROPERTY OWNER Caleb Kimmel **PHONE** 815-710-0982
DESCRIPTION OF WORK 2nd Story edition / All new electrical /
new Plumbing / Complete interior Rehab

PERMIT NO. _____

VALUE OF WORK INCLUDING MATERIALS AND LABOR \$92,000

NOTES: 1. _____
Check if work is being performed by Owner. If work is being performed
by Contractor(s) please fill out the 2nd page of this application.

Do you live at the above property address? Yes NO



I HEREBY CERTIFY THAT ALL THE INFORMATION PROVIDED HEREIN IS TRUE.

SIGNED Br M **DATE** 9-27-18

PERMIT FEE	\$	ELECTRIC FINAL	\$	ROOF FINAL	\$
ATF FINE	\$	PLUMBING FINAL	\$	HOUSE WRAP	\$
PRELIMINARY ELECTRIC	\$	GAS PRESSURE TEST	\$	SIDING FINAL	\$
PRELIMINARY PLUMBING	\$	WATER PRESSURE TEST	\$	MASONRY FINAL	\$
PRELIMINARY HVAC	\$	HVAC FINAL	\$	GUTTR/DOWNSPOUT FINAL	\$
PRELIMINARY FRAMING	\$	BUILDING FINAL	\$	DEMO FINAL	\$
FOOTING	\$	POST HOLE/PIER	\$	HEALTH DEPARTMENT	\$
FOUNDATION	\$	PRE-POUR	\$	PRELIMINARY FIRE DEPT	\$
BACKFILL	\$	PARKWAY USE	\$	ROUGH FIRE DEPT	\$
SLAB PRE-POUR	\$	STREET OPENING	\$	FINAL FIRE DEPT	\$
PLUMBING UNDERGROUND	\$	SIDEWALK OPENING	\$	LINTEL INSPECTION	\$
ELECTRIC UNDERGROUND	\$	PRE-POUR STREET/SIDEWALK	\$	RPZ TEST/DDCA VALVE	\$
ELECTRIC ROUGH	\$	RESTORATION INSPECT	\$	ELECTRIC ABOVE CEILING	\$
PLUMBING ROUGH	\$	TAP FEE	\$	SERVICE CHARGE	\$
STACK TEST	\$	WATER METER FEE	\$	NOVOTNY FEE	\$
HVAC ROUGH	\$	PLUMB UNDERGROUND - TAP	\$	DUMPSTER/POD	\$
FRAMING ROUGH	\$	PLUMB UNDERGROUND - SERVICE	\$	CHIMNEY LINER ROUGH & FINAL	\$
INSULATION/FIRE STOPPING	\$	PLUMB UNDERGROUND-DIVORCE	\$	ELECTRICAL SERVICE	\$
				EXPANSION TANK	\$

Reviewed & sent go to zoning
APPROVED [Signature] **(BUILDING DIRECTOR)**

TOTAL \$ _____

CONTRACTOR LIST

All subcontractors need to be licensed with the City of Berwyn. Please contact the Collectors Office at (708)788-2660 Ex.6457, 6458, 6459 or 6460.

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
GENERAL	JRBM Home Development	8522 S. Kenneth Chicago IL 60652	312-823-6030
PLUMBING	Discovery Plumbing + Heating INC.	17081 Waterford Lansing IL 60438	312-446-6886
ELECTRICAL	Michael Sloan	201 Friendship Trail, Michigan City, Pa	219-2146
HVAC	JME		
ROOFING	Matrix Construction	554 W. 1st + Dwyre South Holland IL 60473 (847)	338-3827
CONCRETE	DAVID W. Ansani	813 N. Racine #3 Chicago IL 60642	312-834-9345
MASONARY			
PAINTING			
DEMOLITION			
EXCAVATOR			
SEWER			
FENCE			
DUMPSTER	Economy Dumpsters	3435 S. Cicero Ave Cicero IL 60641	630-878-8554

PLEASE LIST ANY ADDITIONAL CONTRACTORS THAT WILL BE PERFORMING WORK BELOW

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

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

Mr. Lance C. Malina
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

Re: 6444 W 27th Street

Dear Mr. Malina,

Please be advised that I received an appeal letter from: Caleb Kimmel

with regard to my denial dated: November 15, 2018

At that time I denied his request to: build a 2nd floor addition without the required front setback in R-2 Bungalow District

As a result he has written a letter appealing that decision.

I am forwarding the following papers for your use and so a hearing can be scheduled with the Zoning Board of Appeals.

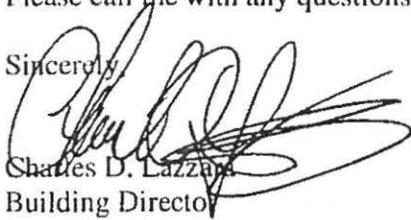
One copy of denial letter dated: November 15, 2018

One copy of appeal letter dated: November 15, 2018

One copy of the permit application dated: September 27, 2018

Please call me with any questions.

Sincerely,


Charles D. Lazzara
Building Director

Cc: Margaret M. Paul, City Clerk
Alderman Robert w. Fejt – 4th Ward
Caleb Kimmel – Applicant

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

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

Date: November 15, 2018

Name: Caleb Kimmel (815)716-0982
Address: 6444 W. 27th Street
City: Berwyn, IL 60402

Re: 6444 W. 27th Street **Option 1(preferred):** Build a 2nd floor addition right off the front bearing wall without required front setback.
Option 2: Build a 2nd floor addition with 6ft front setback

Dear: Mr. Kimmel

Your request to: build a 2nd floor addition without the required front setback cannot be approved by this office.

The reason for such inability is based upon our Zoning Ordinance.

Your Property is located in an R-2 Bungalow District and is subject to the following regulations.

- Chapter 1246.11 R-2 Bungalow District Requirements
 - Table 1246.11 R-2 District Requirements

(SEE ATTACHED)

11/15/18

Caleb Kimmel
6444 27th St
Berwyn, IL 60402
815-716-0982
ckimmel@bsd100.org
happyk86@hotmail.com

Dear Mr. Lazzara,

I received your denial letter. I would like to appeal your decision and request an opportunity to appear before the Zoning Board.

The reason I would like to build a full addition to the house is because this will be my home, where I am living for the foreseeable future. I'm a teacher at Hiawatha School in Berwyn and want to live close to my place of employment and positively contribute to the community. My family also lives about 100 miles away and I would like to have the appropriate amount of space for them to stay with me when visiting.

During the process of understanding building codes there was a miscommunication between the building department and my contractor. Specifically, Chapter 1254.02 defines- *Minimum Front Setback: The minimum distance that a building or structure shall be located from a front lot line, as required by the zoning district regulations.* This gave the impression that the addition setback needed to be from the property line not the front façade of the house. Additionally, 27th Street and 27th Place are in different building code zones although they are only one street apart: 27th Street is located in R-2, a 15-foot setback; and 27th Place is located in R-1, a 6-foot setback. These factors contributed to a misunderstanding that a full addition would be able to be built onto the house within the building code.

Much time, energy, and financial resources have been used to create a very beautiful, aesthetically pleasing 2nd floor addition that I believe would contribute to "the look" of the community, not degrade it. Also, 27th Street has a wide array of house styles and the neighboring house directly to the West appears to have a full 2nd story addition. Because of this, a full addition onto my house would not look odd or out of place. Although my preference is a full addition up to the front facing wall, a secondary preference of a 6-foot setback is something I could "live with."

Thank you so much for your time and consideration and I look forward to hearing from you soon.

Sincerely,



Caleb Kimmel

Mayor
Robert J. Lovero



5th Ward Alderman
Cesar Santoy

I - 1

~~A-5~~

ITEM NO. 10-K-5
DATE 1-8-19
DISPOSITION Motion to bring forward
and defer for 4-weeks
Approved

January 8, 2019

The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #1241

Ladies and Gentlemen:

After careful review, I concur with the staff recommendation and respectfully submit the attached application for a **DENIAL** of a handicap **SPACE**.

<u>Address</u>	<u>Applicant Name</u>	<u>Application #</u>
2100 S. Highland Ave.	John Spina	1241

Thank you very much,

Cesar Santoy
5th Ward Alderman

CS/sla

Enc: Handicap Application



Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 11/15/2018
Officer: T Young#183

Applicant Name: John Spina
Address: 2100 S Highland Ave Berwyn Il 60402
Telephone:
Nature of Disability:

Information

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

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

Report # 18-10916

5TH Ward Alderman: CESAR SANTOY

Staff Recommendation	
Approved	Denied: X

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-10916

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)				INCIDENT # 18-10916	
REPORT TYPE Incident Report	RELATED CAD # C18-066081	DESCRIPTION Applicant File			
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2100 S HIGHLAND AV Berwyn, IL 60402				
HOW RECEIVED Radio	WHEN REPORTED 11/14/2018 08:45	TIME OF OCCURRENCE 11/14/2018 08:45	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME Spina, John						DOB	AGE 76
ADDRESS 2100 S HIGHLAND AV Berwyn, IL 60402				FBI #	IR #		
SEX M	RACE	HGT	WGT	HAIR	PHONE Home		
EYES	SID #	DL #	DL State IL		ALT PHONE		
CLOTHING					Handcuff Double Locked	Prints Taken	Criminal History
Employer							

UCR 9041 Applicant File, 1	DRAFT	TYPE Reporting Party	RELATED EVENT #	Count 1
STATUTE				

INVOLVED VEHICLES

VEH/PLATE #	STATE IL	TYPE Sedan, 4-door	INVOLVEMENT Involved	VIN #
YEAR 2008	MAKE Chevrolet	MODEL Impala	COLOR Red	OWNER
COMMENTS				
Towed	Towed By	Tow Number	Impounded	Hold

NARRATIVES

<p>PRIMARY NARRATIVE</p> <p>John Spina is requesting a handicapped parking sign in front of his residence located at 2100 S Highland. He drives a red 2008 Chevy Impala IL , Berwyn VT# 7711, and has a valid IL Handicapped placard# DB65965. He resides in a multi unit building with a 2 car garage and parking apron that he has no access to. There are no handicapped signs on the block. There is a fire hydrant located in the front of the residence. John requested that the sign be placed on 21st St due to him using the back entrance exclusively. The block is mostly multi unit buildings.</p>

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 18-10916

STATION COMPLAINT UCR/Offense Code			INCIDENT #	
9041 (Applicant File)			18-10916	
REPORT TYPE	RELATED CAD #	DESCRIPTION		
Incident Report	C18-066081	Applicant File		
DOT #	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)			
	2100 S HIGHLAND AV Berwyn, IL 60402			
HOW RECEIVED	WHEN REPORTED	TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
Radio	11/14/2018 08:45	11/14/2018 08:45		

John does not meet the requirements for handicapped parking according to City of Berwyn ordinance 484.05.
 John would like to be considered for the space being placed on 21st St.

REPORTING OFFICER	Unit #	SUPERVISOR	Unit #
YOUNG, TERRY	183		

DRAFT

Handicapped Space/Zone
Police Department Site Inspection

Application # 1241

Police Department Designee C.S.O. Terry Young

Comments: Resides in a multi unit building with 2 car garage and parking apron. No handicapped signs on block. There is a fire hydrant in front of the residence.

Date: 11/15/2018

Police Report # 18-10916

Handicapped Space/Zone
Public Works Site Inspection

Application # 1241

Public Works Director or Designee _____

Comments: _____

Meets Public Works Criteria:

Parking Space

Yes

No

X

Parking Zone

Yes

No

X

Date: _____

Police Report # 18-10916

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 1241

Traffic Engineer or Designee Nicole Campbell

Comments: Family member owns building, garage, apron, fire hydrant, 2 cars registered to address, has previously applied and discussed all these issues.

Meets Traffic Criteria for:

Parking Space	Yes	<input type="text" value="0"/>	No	<input checked="" type="text" value="X"/>
Parking Zone	Yes	<input type="text" value="0"/>	No	<input checked="" type="text" value="X"/>

Date: 12/1/2018

Police Report # 18-10916

Rec'd by City Clerk: 12/3/2018

To Alderman: 12/3/2018

To Council: 1/8/19

Determination: DENY

Notice to Applicant:

Paid:

Sign #:

Comments:

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

app # 1241

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

Affidavit For Handicapped Parking Sign or Drop Off Zone

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

INITIAL RENEWAL

JOHN SPINA
(Name of Handicapped Applicant)

(Date of Birth)

2100 HIGHLAND
(Berwyn Address)

(Name of caregiver, or guardian if minor)

(Date of Birth)

(Telephone /Cell Phone Number)

Are you the homeowner? Yes No

Is there a Driveway/Carport on the property? Yes No

Is there a garage on the property? Yes / No

If so, what is the garage currently being used for? THE

OWNERS CAR AND MISC. PROPERTY

Vehicle Information

CHEVY IMPALA
(Vehicle make and model)

2008 RED
(Year / Color)

(Illinois License Plate Number)

7711
(Current City Vehicle Sticker Number)

I am the driver of the vehicle Yes/ No

DB65965
(Illinois Permanent Handicap Placard Number)

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

[Signature]
Signature of Applicant or Legal Guardian

10/17/2018
Date

Return the completed form to the City Clerk's Office at Berwyn City Hall
6700 West 26th Street, Berwyn, Illinois



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

Physician Form (A)

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

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

① - - - - -
② - - - - -
③ - - - - -

Does the patient utilize any of the following? :

Walker _____ Wheel Chair _____ Cane _____ Oxygen _____

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

Elizabeth Apolonio
(Physician's Signature/Stamp)

10/17/2018
(Date)

DR. ELIZABETH APOLONIO
(Print Physician's Name)

NORTHWESTERN MEMORIAL
HEALTHCARE BUILDING
(Address and Telephone Number)
211 E. ONTARIO ST -
SUITE 1200
CHICAGO, IL 60611
(888) 569-5282

Return the completed form to the City Clerk's Office at Berwyn City Hall
6700 West 26th Street, Berwyn, Illinois

The City of Berwyn
Mayor Robert J. Lovero



Margaret Paul
City Clerk

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Form B

Owner Consent For Handicap Sign

Placement/Drop-off Zone

I Michelle Spina, owner/manager of the property at
2100 Highland Avenue, state as follows:

1) That John Spina is a tenant at the above listed property.

2) That John Spina has no access to any parking on the premises.

3) That if John Spina is granted a handicapped sign or drop-off zone by the City of Berwyn, I have no objection to the placement of signs in front of this address.

4) I agree to notify the City of Berwyn if John Spina no longer resides on the premises.

Michelle Spina
Signature/Date

Name: Michelle Spina
Address: _____
Phone#: _____

The City of Berwyn



Jose Ramirez
2nd Ward Alderman

I-2

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

February 12, 2019

Re: Change To The City Of Berwyn Ordinance Regarding The Licensing Of Chickens

Mayor and Members of Council,

As per our meeting of the Business Licensing And Taxation Committee we recommend the following changes to Ordinance 618.08 Offensive Keeping Of Animals.

Part C Regulations As To Chickens:

1. No person shall keep or harbor more than two chickens on any residential lot.

To be amended to

1. No person shall keep or harbor more than three chickens on any residential lot.

And

10. License for a coop must be obtained, a fee of \$25 per year is required

To be amended to

10. License for a coop must be obtained, a fee of \$10 per chicken per year is required

Very truly yours,

2nd Ward Alderman Jose Ramirez

The City of Berwyn



Jose Ramirez
2nd Ward Alderman

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www.berwyn-il.gov

I-3

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

February 12, 2019

Re: Request For Status Update On Depot District Mural Project

Last year Ms Jenny Mitchell approached Council with a great opportunity to fund murals in the Depot District through a grant from Metra.

My understanding was the City would front the funds to the Berwyn Public Arts Initiative until Metra made monies available and the City would be reimbursed.

It has come to my attention that this is no longer the case so I am respectfully requesting a status update.

Very truly yours,

2nd Ward Alderman Jose Ramirez



I-4

A Century of Progress with Pride

February 8th, 2019

To: Mayor Robert J Lovero
City Council Members

Re: Amendment to City Code Chapter 228 to include the following Budget Policy.

Dear Mayor and City Council Members:

Our current budget process forces City Council to approve a levy, before the City has fully considered the revenues and expenditures for the fiscal year that the levy is funding. This practice is antiquated and must be addressed. We have the resources and expertise to rectify this scheduling situation and we urge Council to do so.

We recommend that the Council adopt the following Amendment to the City Code and that the City Attorney be instructed to draft an ordinance to amend City Code Chapter 228 to provide for the following:

Budget Policy.

Passage of Annual Budget. The annual budget shall be adopted by the City Council before the beginning of the fiscal year to which it applies. Passage of the annual budget shall be in lieu of any appropriation ordinance.

Compilation and Contents of Budget.

- 1) On or before October 31 of each year beginning in 2019, The Finance Director shall submit to the City Council an annual City budget; such budget will contain estimates of revenues available to the City for the fiscal year which the budget is drafted, together with recommended expenditures for the City and all the City's departments, commissions and boards. Revenue estimates and expenditure recommendations shall be presented in a manner which is in conformity with good fiscal management practice. Each budget shall show the specific fund from which each anticipated expenditure shall be made. Each budget will also include the following:
 - a) Capital Improvement Plan
 - b) 3 year projections on revenue and expenses
 - c) Statement of City's Financial Policies
 - d) Discussion of financial forecasts for both revenue and expenditures
- 2) The Department Heads will make their budget submissions to the Finance Director for the next fiscal year no later than July 1 of the current calendar year (i.e. July 1, 2019 submissions for the 2020 fiscal year). The Finance Director will present the initial budget submissions to the Budget Committee no later than August 1.

- 3) The budget committee will have at least one meeting with the Finance Director and all Departments to discuss the proposed budget no later than September 1.

Public Hearing, Notice and Inspection of Budget

- 1) At least one public hearing shall be held by the City Council on the tentative annual budget prior to final action by the City Council. Notice of this hearing shall be given by publication in a newspaper having a general circulation in the City at least ten (10) days prior to the time of the public hearing. Copies of the tentative budget shall be made available for public inspection in printed or electronic form in the office of the City Clerk and the city website for at least ten (10) days prior to the hearing. After said hearing, the tentative budget may be further revised and passed without further notice, inspection or hearing.
- 2) On or before December 1 the Finance Director and Budget committee will recommend a final budget to the City Council.
- 3) The final budget will be approved by the City Council no later than December 15.

Abandonment. This section may be abandoned only by a vote of two-thirds (2/3) of the corporate authorities then holding office.

The Finance Director will provide the City Council with quarterly statement of actual revenue & expenditure performance compared to budget expenditures & revenue.

Sincerely,

Jeanine L Reardon
3rd Ward Alderman

Jose Ramirez



J-1

A Century of Progress with Pride

Date: February 8, 2019

To: Mayor Robert J. Lovero
Members of City Council

From: Rasheed Jones, Finance Director

Subject: Municipal Securitization Structure Ordinance

Attached is an ordinance providing for the following:

1. Incorporation of the Berwyn Municipal Securitization Corporation as an Illinois not-for-profit corporation and instrumentality of the City for the purpose of issuing certain corporation obligations for and on behalf of the City for specified City purposes,
2. Assignment, sale, transfer, and conveyance of the City's interest in certain specified revenue sources to such corporation to fund those obligations,
3. Authorization of the use of the proceeds of such corporation obligations for the purpose of
 - a. Funding a portion of the unfunded pension liability of the City's Police Pension Fund and Firefighters Pension Fund pursuant to the City's plan adopted in 2013.
 - b. Refinancing a portion of the City's outstanding debt to eliminate bullet maturities and restructure future debt payments.

This plan was presented and discussed with City Council during the January 8, 2019, Committee of the Whole meeting.

Recommendation: Staff recommends that City Council approve the attached ordinance.

Thank you,

Rasheed Jones
Finance Director

ORDINANCE NO. 19-_____

AN ORDINANCE authorizing the incorporation of the Berwyn Municipal Securitization Corporation as an Illinois not-for-profit corporation and instrumentality of the City for the purpose of issuing certain corporation obligations for and on behalf of the City for specified City purposes, and the assignment, sale, transfer and conveyance of the City's interest in certain specified revenue sources to such corporation.

* * *

WHEREAS, the City of Berwyn, Cook County, Illinois (the "*City*") has a population in excess of 25,000 as determined by the last official census, and pursuant to the provisions of Sections 6(d) and 6(k) of Article VII of the Constitution of the State of Illinois (the "*State*"), the City is a home rule municipality and, as such, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Public Act 100-0023, effective July 6, 2017 (the "*Act*"), adding Division 13 to Article 8 of the Illinois Municipal Code (codified at 65 ILCS 5/8-13-5, *et seq.*), as amended, authorizes any home rule municipality to enter into agreements to assign, sell, transfer or otherwise convey its interest in all or any part of any revenues or taxes that it receives from the State Comptroller, the State Treasurer or the Department of Revenue of the State (the "*Department of Revenue*"); and

WHEREAS, it is in the best interest of the City to utilize the Act and to authorize the establishment of an Illinois not-for-profit corporation, instrumentality of the City and special purpose entity to be named the Berwyn Municipal Securitization Corporation (the "*Corporation*") for the limited purpose of issuing, for the benefit of the City, bonds, notes, certificates, contract rights and other obligations (collectively, the "*Corporation Obligations*"), in order to (i) provide funding for any lawful purpose of the City, including, but not limited to, refunding any outstanding bonds, notes, lines of credit and any other obligations of the City; (ii) refund outstanding Corporation Obligations on such terms as shall be determined from time to time by the City and the Corporation; (iii) fund capitalized interest; and (iv) pay all costs related thereto, including, without limitation, deposits into any required reserve fund, costs of credit ratings, bond insurance premiums, and trustee and legal fees and charges; and

WHEREAS, it is in the best interest of the City to provide for the assignment, sale, transfer or conveyance by the City to the Corporation of such specified revenue sources of the City in consideration for the issuance of such Corporation Obligations and the transfer to, or upon the order of, the City of the net proceeds of such Corporation Obligations; and

WHEREAS, it is anticipated that the interest component of certain of such Corporation Obligations may be excludable from gross income of the owners thereof for federal income tax purposes; and

WHEREAS, in order for the Corporation to issue any Corporation Obligations on a tax-exempt basis, it is necessary that the City grant to the Corporation the power to be an “on behalf of issuer” of the City and to provide that the Corporation Obligations must be approved by the City Council of the City (the “*City Council*”) prior to issuance; and

WHEREAS, the City has heretofore issued its (i) General Obligation Bonds, Series 2007A; (ii) General Obligation Bonds, Series 2008; (iii) General Obligation Bonds, Series 2009 (October); (iv) General Obligation Bonds, Series 2009 (December); (v) General Obligation Bonds, Series 2010A; (vi) General Obligation Bonds, Series 2011A; (vii) General Obligation Bonds, Series 2012A; (viii) General Obligation Bonds, Series 2013A; (ix) General Obligation Bonds, Series 2014A; and (x) General Obligation Bonds, Series 2016A, all of which are binding and subsisting legal obligations of the City (hereinafter collectively referred to as the “*Prior Tax-Exempt Bonds*”); and

WHEREAS, the City has also heretofore issued its (i) Taxable General Obligation Bonds, Series 2007B (the “*Series 2007B Taxable Bonds*”), which Series 2007B Taxable Bonds are binding and subsisting legal obligations of the City; and (ii) General Obligation Bonds (Taxable), Series 2013B (the “*Series 2013B Taxable Bonds*”), which Series 2013B Taxable Bonds are binding and subsisting legal obligations of the City; and

WHEREAS, the City Council has determined that it is advisable, necessary and in the best interests of the City, and in order to benefit the City by restructuring certain outstanding debt of the City, to (a) refund (the “*Tax-Exempt Refunding*”), in whole or in part, all or a portion of the Prior Tax-Exempt Bonds, including interest thereon (the portion of the Prior Tax-Exempt Bonds to be refunded in whole or in part pursuant to this Ordinance is hereafter referred to as the “*Refunded Tax-Exempt Bonds*”), and (b) refund a portion of the Series 2007B Taxable Bonds, including interest thereon, and refund the Series 2013B Taxable Bonds in full (collectively, the “*Taxable Refunding*”); and

WHEREAS, the City has previously entered into a Revolving Credit Agreement dated as of June 1, 2017 between the City and BMO Harris Bank N.A. (the “*Bank*”), pursuant to which the Bank established a revolving line of credit in the amount of \$15,000,000 (the “*Bank Line of Credit*”) available to the City; and

WHEREAS, in order to accommodate the restructuring of debt evidenced by certain of the Prior Tax-Exempt Bonds, the City borrowed the amount of \$4,500,000 (the “*Bank Loan*”) under the Bank Line of Credit to make timely principal and/or interest payments on certain of the Prior Tax-Exempt Bonds due on December 1, 2018; and

WHEREAS, the City Council has determined that it is advisable, necessary and in the best interests of the City to repay the Bank Loan, including interest thereon, in order to benefit the City by restructuring certain outstanding debt of the City (the “*Loan Repayment*”); and

WHEREAS, the City Council has also determined that it is advisable, necessary and in the best interests of the residents of the City to fund a portion of the net pension liability of the City's Police Pension Fund and the Firefighters Pension Fund (the "*Pension Funding*"); and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the Corporation is authorized to issue its Corporation Obligations and to provide funding to the City from the proceeds thereof in order to pay the costs of the Tax-Exempt Refunding, the Taxable Refunding, the Loan Repayment, the Pension Funding, and all related costs and expenses incidental thereto; and

WHEREAS, the repayment of any Corporation Obligation will not be an obligation, general or special, of the City and will not be secured by the City's full faith and credit;

Now, Therefore, Be It Ordained by the City Council of the City of Berwyn:

SECTION 1. Incorporation of Recitals.

The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

SECTION 2. Organization and Qualification of the Corporation.

It is hereby determined to be proper and in the public interest of the citizens of the City to approve the incorporation of the Corporation for the purpose of issuing obligations for and on behalf of the City to assist the City to perform its authorized powers. The Mayor of the City (the "*Mayor*") and the City Attorney are each hereby authorized and directed to take such steps as may be necessary to establish the Corporation and to enable the Corporation to become duly organized and qualified as an Illinois not-for-profit corporation.

SECTION 3. Composition and Appointment of Board of Directors.

The affairs of the Corporation shall be managed by a Board of Directors (the "*Board*"). The initial Board shall consist of _____ . The Board shall have the power and authority to do or perform all acts or functions not inconsistent with the Act, this Ordinance, the Bylaws of the Corporation (the "*Bylaws*") and the Articles of Incorporation of the Corporation (the "*Articles of Incorporation*"). The Bylaws and the Articles of Incorporation, each in substantially the form attached hereto as **Exhibit A** and **Exhibit B**, respectively, with such changes thereto as the Mayor and the City Attorney shall determine are necessary or desirable, are hereby approved and are incorporated herein by reference as fully and with the same effect as if set forth at length in this Ordinance.

SECTION 4. Staffing and Personnel; Professional Services.

The Mayor is hereby authorized and directed to provide such staff support to the Corporation established pursuant hereto as may be required to accomplish its purposes and

mission. The Mayor is hereby authorized and directed to transfer, from legally available funds of the City, an amount not to exceed an aggregate of \$_____ to the Corporation for professional services and otherwise to assist the Corporation in accomplishing its purposes. The Mayor is hereby authorized and directed to negotiate agreements with the Corporation that set forth the terms and conditions pursuant to which staff support and funding authorized by this Section would be provided to the Corporation.

SECTION 5. Powers and Limitations on Powers of the Corporation.

(a) Pursuant to its Articles of Incorporation and By-laws, the Corporation shall have all of the general powers set forth in the provisions of the General Not for Profit Corporation Act of 1986 (805 ILCS 105/101.01, *et seq.*), as amended, together with the power to solicit and receive grants, contributions and bequests for any corporate purpose and the power to maintain a fund or funds of real or personal property for any corporate purposes; *provided, however*, that the Corporation shall not have the power to engage in any activities which are not in furtherance of its purposes as set forth in the preambles hereto and in its Articles of Incorporation and By-laws. The Corporation shall have the right to exercise such other powers as now are, or may be, conferred by law upon a corporation organized for the purposes set forth in this Ordinance and in its Articles of Incorporation and By-laws, or that are necessary or incidental to the powers so conferred, or conducive to the furtherance thereof.

(b) The Corporation is being organized as an instrumentality of the City and shall be operated for the governmental purposes described herein and in the Corporation's Articles of Incorporation and By-laws. Subject to the limitations in Section 5(d) below, the City hereby grants to the Corporation the power to issue tax-exempt Corporation Obligations "on behalf of" the City, within the meaning of U.S. Treasury Regulation Section 1.103-1(b) and the power to issue non-tax-exempt Corporation Obligations on behalf of the City. No Corporation Obligation may be validly issued or entered into by the Corporation without the prior approval of the City Council as described in Section 5(d) below, except for the Corporation Obligations specified in Section 7 of this Ordinance which are expressly approved in this Ordinance.

(c) The Corporation shall not have any power to pledge the full faith and credit of the City nor shall any Corporation Obligation be an obligation, general or special, of the City.

(d) Corporation Obligations (other than those described in Section 7 hereof) shall be issued by the Corporation pursuant to the following procedure: Upon a determination by the Mayor of a financing need for the City utilizing the Corporation, the Mayor shall file a request with the City Council identifying the financing need, the recommended revenues or taxes to repay the proposed Corporation Obligations, and the uses for the net proceeds of such Corporation Obligations. Such request may only be approved by the passage of an ordinance of the City Council approving such financing. Upon City approval of the request by the Mayor, the Mayor and any City officer are each hereby authorized and directed to execute and deliver one or more agreements with the Corporation for the purpose of assigning, selling, transferring or otherwise conveying to the Corporation such revenues or taxes of the City as identified in the City's approval (to the extent not theretofore assigned, sold, transferred and conveyed to the Corporation pursuant to the Sale Agreement (as hereinafter defined)), in consideration for the

issuance by the Corporation of the proposed Corporation Obligations and the transfer to the City of the net proceeds of such Corporation Obligations, and to take any such actions as necessary to effectuate any such assignment, sale, transfer or other conveyance, including, but not limited to any irrevocable direction by the City to any department of the State to send such revenues or taxes directly to the Corporation as is currently provided by law or as may be provided by law in the future. In connection with the issuance of any such Corporation Obligations, the City may covenant for the benefit of the holders of such Corporation Obligations that the City shall not cause the dissolution, termination or bankruptcy of the Corporation prior to the payment in full of such Corporation Obligations. The Mayor and the City Clerk are each hereby authorized and directed to execute and deliver such other documents and agreements, including, without limitation, tax certificates and continuing disclosure undertakings, and perform such other acts prior to or following the issuance by the Corporation of such Corporation Obligations as may be necessary or desirable in connection with the issuance of such Corporation Obligations and any transactions contemplated herein related to the application of the net proceeds of such Corporation Obligations or other purposes hereunder, but subject to any limitations on or restrictions of such power or authority as herein set forth, and any such actions heretofore taken by the Mayor and the City Clerk in accordance with the provisions hereof are hereby ratified and approved.

(e) The Corporation's By-laws shall provide that any funds or assets of the Corporation shall be transferred to the City and become property of the City upon dissolution or termination of the Corporation.

(f) The Corporation's By-laws shall provide that the Corporation shall provide public access to books, records, minutes and documents, in accordance with the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*), as now enacted or as hereafter amended ("*FOIA*").

(g) The Corporation's By-laws shall provide that the Corporation shall cooperate with the City with respect to compliance with the requirements of FOIA concerning any public documents or records that are in the possession of the Corporation but are nonetheless subject to the City's obligation to provide public access under FOIA.

(h) Subsequent to the sale of any series of Corporation Obligations by the Corporation, the Mayor shall file in the office of the City Clerk a notification of sale (a "*Notification of Sale*") directed to the City Council setting forth: (i) the series designation, the aggregate principal amount and authorized denominations of, maturity schedule and redemption provisions for the Corporation Obligations sold; (ii) the interest rates on the Corporation Obligations sold and whether such interest is tax-exempt or taxable; (iii) the specific maturities, series and amounts of any City bonds, notes, lines of credit or other obligations (the "*Refunded Obligations*"), if any, to be refunded and/or defeased with proceeds of such Corporation Obligations; (iv) the date on and price at which any Refunded Obligations shall be redeemed and/or defeased (if such redemption shall occur prior to stated maturity or pursuant to mandatory sinking fund redemption); (v) the disposition of the revenues pledged and the taxes levied or imposed, if any, for the Refunded Obligations for the years following the date of issuance of such Corporation Obligations; (vi) the capital and infrastructure requirements of the City, if any, to be funded with the proceeds of such Corporation Obligations; (vii) the identity of the insurer

or insurers issuing the bond insurance policy or policies, if any, for such Corporation Obligations; (viii) the identity of the underwriters, placement agents or direct purchasers selected for such Corporation Obligations; (ix) the identity of the applicable trustee, if any, selected for such Corporation Obligations; (x) the compensation paid to the underwriters, placement agents or direct purchasers in connection with such sale; (xi) the identity of any refunding escrow agent in connection with the refunding of the Refunded Obligations; (xii) the purpose(s) for which the Corporation Obligations were issued; (xiii) the amount or amounts of any abatement of taxes which had been previously levied by the City to pay any of the Refunded Obligations; and (xiv) any other matter authorized by this Ordinance to be determined by the Mayor at the time of the sale of the Corporation Obligations of each series.

SECTION 6. Authorization for Sale of Conveyed Tax Revenues.

(a) It is hereby determined to be proper and in the public interest of the citizens of the City to assign, sell, transfer and convey the City's interest in the Conveyed Tax Revenues (as hereinafter defined) to the Corporation pursuant to the terms of that certain Assignment, Purchase and Sale Agreement (the "*Sale Agreement*") among the City, the Corporation and U.S. Bank National Association (the "*Trustee*").

(b) The Sale Agreement, in substantially the form attached hereto as **Exhibit C**, with such changes thereto as the Mayor and the City Attorney shall determine are necessary or desirable, is hereby approved and is incorporated herein by reference as fully and with the same effect as if set forth at length in this Ordinance. The Mayor is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the City.

(c) For purposes of this Ordinance, the "*Conveyed Tax Revenues*" means, collectively, the Home Rule Sales Tax Revenues, the Local Share Sales Tax Revenues and the State Income Tax Revenues, each as defined below:

(i) "*Home Rule Sales Tax Revenues*" means, for any period of time, all collections payable by the Illinois Department of Revenue upon the order of the State Comptroller to or upon the order of the City resulting from the collection of those taxes imposed by the City pursuant to its home rule powers as currently authorized by the Home Rule Municipal Retailers' Occupation Tax Act (65 ILCS 5/8-11-1) and the Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-5), each as supplemented and amended from time to time, or any successor or substitute law, ordinance or other legislation subsequently enacted, or successor or substitute taxes therefor, or in lieu thereof, as provided by law in the future.

(ii) "*Local Share Sales Tax Revenues*" means, for any period of time, (a) all distributions from the Local Government Tax Fund (pursuant to 30 ILCS 105/6z-18) payable by the Illinois Department of Revenue to or upon the order of the City pursuant to (i) the Use Tax Act (35 ILCS 105), but only with respect to tangible personal property which is purchased outside of the State at retail from a retailer and which is titled or registered by any agency of the State's government and for which the State addresses for titling or registration purposes are given as being in the City, (ii) the Service Occupation

Tax Act (35 ILCS 115) and (iii) the Retailers' Occupation Tax Act (35 ILCS 120), each as supplemented and amended from time to time, or successor or substitute taxes therefor, or in lieu thereof, as provided by law in the future, and (b) all distributions from the State and Local Sales Tax Reform Fund (pursuant to 30 ILCS 105/6z-17) payable from the Local Government Distributive Fund (pursuant to 30 ILCS 115/2) by the Illinois Department of Revenue to or upon the order of the City pursuant to (i) the Use Tax Act (35 ILCS 105), other than as specified above, and (ii) the Service Use Tax Act (35 ILCS 110), each as supplemented and amended from time to time, or successor or substitute taxes therefor, or in lieu thereof, as provided by law in the future.

(iii) "*State Income Tax Revenues*" means all distributions under Section 2 of the State Revenue Sharing Act (30 ILCS 115/2), as amended, from the Local Government Distributive Fund (30 ILCS 115/1) of income tax amounts paid into the Local Government Distributive Fund in accordance with subsection (b) of Section 901 of the Illinois Income Tax Act (35 ILCS 5/901(b)) payable by the State to or upon the order of the City, or successor or substitute taxes therefor as provided by law in the future.

SECTION 7. Authorization for Initial Transaction.

(a) Pursuant to the authorization contained in the Act, the Mayor and City Clerk are each hereby authorized and directed to execute and deliver one or more agreements (the "*Conveyed Tax Transaction Agreements*") with the Corporation, including, without limitation, the Sale Agreement, in such form as the Mayor may deem appropriate under which the City shall assign, sell, transfer or convey the Conveyed Tax Revenues to the Corporation in an amount and under such terms as are deemed necessary or advisable by the Mayor in connection with the issuance by the Corporation from time to time of tax-exempt or taxable Corporation Obligations (the "*Conveyed Tax Obligations*"), in one or more series, in an aggregate principal amount not to exceed \$86,000,000, with a term not exceeding forty (40) years, bearing interest at a rate or rates not exceeding ten percent (10%) per annum, and sold at a price of not less than eighty-five percent (85%) of the aggregate principal amount thereof. The sale of the Conveyed Tax Revenues to the Corporation shall not be completed unless the Conveyed Tax Revenues for the most recently completed fiscal year are at least two hundred and one percent (201%) of the aggregate maximum annual debt service for the Corporation Obligations plus all other Corporation Obligations previously issued and outstanding upon issuance of such series of Corporation Obligations. The Conveyed Tax Revenues shall be used as set forth in the Master Trust Indenture dated as of February 1, 2019 (the "*Master Indenture*") between the Corporation and the Trustee, as supplemented from time to time.

In connection with such assignment, sale, transfer or conveyance of the Conveyed Tax Revenues as authorized hereby, the Mayor and the City Clerk are hereby authorized and directed to execute one or more written irrevocable directions to the Department of Revenue or other appropriate State official to distribute the Conveyed Tax Revenues in accordance with the instructions contained in such irrevocable written direction.

(b) Pursuant to the Conveyed Tax Transaction Agreements, the Corporation shall transfer to the City, or upon the order of the City, (i) the net proceeds of the Conveyed Tax

Obligations, and (ii) the right to receive any residual portion of the Conveyed Tax Revenues remaining from time to time after satisfying the contractual provisions of the Conveyed Tax Obligations and paying or providing for the other expenses and obligations of the Corporation as set forth in the Master Indenture. The net proceeds of the Conveyed Tax Obligations shall be used by the City, and are hereby appropriated for such purposes, to finance any of the purposes described in the preambles hereto and to be more fully described in the Series 2019 Notification of Sale (as hereinafter defined), including, without limitation, (A) for the purpose of paying the costs of the Tax-Exempt Refunding on the date to be specified in the Series 2019 Notification of Sale; (B) for the Loan Repayment (provided, however, that the City shall not use any of such net proceeds to pay down any other amounts outstanding under the Bank Line of Credit); (C) for the purpose of paying the costs of the Taxable Refunding on the date to be specified in the Series 2019 Notification of Sale; and (D) for the Pension Funding.

(c) The Mayor and the City Clerk are each hereby authorized and directed to execute and deliver such other documents and agreements and perform such other acts prior to or following the execution and delivery of the Conveyed Tax Transaction Agreements (including, without limitation, effecting amendments, modifications or supplements to any of the documents or agreements authorized hereunder as may be deemed necessary or desirable by the Mayor in order to implement the transactions or other purposes authorized hereunder) as may be necessary or desirable in connection with the Conveyed Tax Transaction Agreements, and the transactions or other purposes authorized hereunder, including, but not limited to, the exercise following the delivery date of the Conveyed Tax Transaction Agreements of any power or authority delegated to such official under this Ordinance with respect to the Conveyed Tax Transaction Agreements upon original execution and delivery, but subject to any limitations on or restrictions of such power or authority as herein set forth. All of the acts of each such officer which are in conformity with the intent and purposes of this Ordinance, whether heretofore or hereafter taken or done, shall be and the same are in all respects ratified, confirmed, authorized and approved.

(d) Subsequent to the issuance and sale of the Conveyed Tax Obligations by the Corporation pursuant to the Master Indenture as supplemented by a First Supplemental Trust Indenture dated as of February 1, 2019 by and between the Corporation and the Trustee, the Mayor shall file in the office of the City Clerk a Notification of Sale (the "*Series 2019 Notification of Sale*") directed to the City Council setting forth: (i) the series designation, the aggregate principal amount and authorized denominations of, maturity schedule and redemption provisions for the Conveyed Tax Obligations sold; (ii) the interest rates on the Conveyed Tax Obligations sold and whether such interest is tax-exempt or taxable; (iii) the specific maturities, series and amounts of any Refunded Obligations, including, without limitation, the Refunded Tax-Exempt Bonds, the Series 2007B Taxable Bonds, Series 2013B Taxable Bonds and the Bank Loan as described in the Series 2019 Notification of Sale, to be refunded and/or defeased with proceeds of such Conveyed Tax Obligations; (iv) the date on and price at which such Refunded Obligations shall be redeemed and/or defeased (if such redemption shall occur prior to stated maturity or pursuant to mandatory sinking fund redemption); (v) the disposition of the revenues pledged and the taxes levied or imposed, if any, for such Refunded Obligations for the years following the date of issuance of the Conveyed Tax Obligations; (vi) the identity of the insurer or insurers issuing the bond insurance policy or policies, if any, for the Conveyed Tax Obligations; (vii) the identity of the underwriters, placement agents or direct purchasers selected

for the Conveyed Tax Obligations; (viii) the identity of the applicable trustee, if any, selected for the Conveyed Tax Obligations; (ix) the compensation paid to the underwriters, placement agents or direct purchasers in connection with such sale; (x) the identity of any refunding escrow agent in connection with the refunding of such Refunded Obligations; (xi) the purpose(s) for which the Conveyed Tax Obligations were issued; (xii) the amount or amounts of any abatement of taxes which had been previously levied by the City to pay any of such Refunded Obligations; and (xiii) any other matter authorized by this Ordinance to be determined by the Mayor at the time of the sale of the Conveyed Tax Obligations.

(e) The Series 2019 Notification of Sale shall, if required, authorize and appoint an escrow agent to serve as escrow agent with respect to the redemption and defeasance of the Series 2013B Taxable Bonds in accordance with the terms of an escrow agreement to be entered into between the City and such escrow agent (the "*Escrow Agreement*"). The Mayor is hereby authorized and directed to execute the Escrow Agreement, which shall be substantially in the form of escrow agreements commonly used in transactions similar to that described in this Ordinance, with such changes as necessary to reflect the terms and provisions of the Series 2019 Notification of Sale, this Ordinance and such other changes as the Mayor shall determine are necessary or desirable in connection with the refunding and defeasance of the Series 2013B Taxable Bonds.

SECTION 8. Construction.

Pursuant to the home rule powers of the City, to the extent that any ordinance, resolution, rule, order or provision of the Berwyn Municipal Code, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. No provision of the Berwyn Municipal Code or violation of any provision of the Berwyn Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the Corporation or the owners of any Corporation Obligations issued by the Corporation to receive payment of the principal of or interest on such Corporation Obligations or to impair the security for such Corporation Obligations; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Berwyn Municipal Code.

SECTION 9. Additional Authorization.

The Mayor and the City Clerk, for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority.

SECTION 10. Pamphlet Publication.

This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least five copies hereof, which copies are to be made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 11. Effective Date.

This Ordinance shall be in full force and effect upon its passage, approval and publication as provided herein.

Passed by the City Council on February 12, 2019 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

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

By: _____
Mayor

APPROVED this 12th day of February, 2019.

Attest:

City Clerk

Alderman _____ moved and Alderman _____ seconded the motion that said ordinance as presented and read by the Clerk be adopted.

After a full and complete discussion thereof, _____ directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the Aldermen _____ voted AYE and Aldermen _____ voted NAY.

Whereupon, _____ declared the motion carried and the ordinance adopted, and approved and signed the same in open meeting and directed the Clerk to record the same in full in the records of the City Council of the City of Berwyn, Cook County, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Clerk, City of Berwyn, Cook County,
Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the City of Berwyn, Cook County, Illinois (the “City”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the City and of the City Council thereof (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 12th day of February, 2019, insofar as same relates to the adoption of Ordinance No. 19-___ entitled:

AN ORDINANCE authorizing the incorporation of Berwyn Municipal Securitization Corporation as an Illinois not-for-profit corporation and instrumentality of the City for and on behalf of the City for the purpose of issuing certain corporation obligations for specified City purposes, and the assignment, sale, transfer and conveyance of the City’s interest in certain specified revenue sources to such corporation,

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict accordance with the provisions of the Illinois Municipal Code, as amended, and the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all of the applicable provisions of said Code and said Act and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 12th day of February, 2019.

Clerk, City of Berwyn, Cook
County, Illinois

(SEAL)

MINUTES of a regular public meeting of the City Council of the City of Berwyn, Cook County, Illinois, held at 6700 West 26th Street, Berwyn, Illinois, in said City at 8 o'clock P.M., on the 12th day of February, 2019.

* * *

_____ called the meeting to order and directed the City Clerk to call the roll.

Upon roll call, the following Aldermen answered present: _____

_____.

The following were absent: _____.

_____ announced that the next item of business before the City Council was the consideration of an ordinance authorizing (i) the incorporation of the Berwyn Municipal Securitization Corporation as an Illinois not-for-profit corporation and instrumentality of the City for the purpose of issuing certain corporation obligations for and on behalf of the City for specified City purposes, (ii) the assignment, sale, transfer and conveyance of the City's interest in certain specified revenue sources to such corporation, and (iii) the application of the proceeds of such corporation obligation for the purpose of (a) refunding certain of the City's outstanding tax-exempt general obligation bonds, (b) refunding certain of the City's outstanding taxable general obligation bonds, (c) repaying a portion of a bank loan, and (d) funding a portion of the net pension liability of its Police Pension Fund and the Firefighters Pension Fund. After a full and complete discussion thereof, Alderman _____ presented and the City Clerk read in full the following ordinance which was laid before the Aldermen in words and figures as follows:

EXHIBIT A

FORM OF BYLAWS

See attached

BY-LAWS
OF THE
BERWYN MUNICIPAL SECURITIZATION CORPORATION

ARTICLE I.

Name and Purpose

Section 1.1. The name of the Corporation is the Berwyn Municipal Securitization Corporation (the “Corporation”).

The Corporation is organized exclusively for civic, social and charitable purposes within the meaning of the Illinois General Not for Profit Corporation Act of 1986, as amended (805 ILCS 105, the “Act”), to provide (a) funding for any lawful purpose of the City of Berwyn, Cook County, Illinois (the “City”), including, without limitation, funding for capital and infrastructure requirements of the City or to refund any outstanding obligations of the City, solely through the issuance of obligations of the Corporation for and on behalf of the City and the transfer of the net proceeds of such obligations of the Corporation to, or upon the order of, the City to accomplish such purposes of the City, and (b) the refunding of such obligations, all in consideration of the Corporation’s receipt of specified revenues or taxes of the City received from the State Comptroller, the State Treasurer of the Department of Revenue of the State of Illinois (pursuant to 65 ILCS 5/8-13-5 *et seq.*, the “Authorizing Statute”) assigned, sold, transferred or otherwise conveyed by the City to the Corporation.

The Corporation is an instrumentality of the City established and organized in accordance with an ordinance adopted by the City Council of the City (the “Council”) on February 12, 2019 (the “Ordinance”) approving the creation of the Corporation, and shall be operated in accordance with the Authorizing Statute, these By-laws, the Ordinance and such other ordinances as may be adopted from time to time by the Council (the Ordinance and such other ordinances being referred to herein as the “Ordinances”).

ARTICLE II.

Fiscal Year

Section 2.1. The fiscal year of the Corporation shall be the calendar year.

ARTICLE III.

Members

Section 3.1. The Corporation shall have no members.

ARTICLE IV.

Board of Directors

Section 4.1. Appointment, Number and Term of Office. The affairs of the Corporation shall be managed by the Board of Directors (each individual director thereof referred to herein as a "Director"). The Board of Directors shall determine compliance with the Corporation's stated purposes and limitations, and shall have the power and authority to do and perform all acts or functions not inconsistent with the Authorizing Statute, these Bylaws, the Corporation's Articles of Incorporation (the "Articles"), or the Ordinances. The Directors of the Corporation shall be appointed for terms of four (4) years, except for the filling of vacancies on the Board of Directors as provided in Section 4.2 of this Article.

The number of Directors shall be three (3) unless changed by amendment of this section. One of the Directors shall be, *ex officio*, the Treasurer of the City. Two of the Directors shall be independent directors as required by Section 4.9 of this Article (each, an "Independent Director") to be appointed by the Mayor of the City, with the approval of the Council by the majority vote of the members thereof. The initial Directors shall be appointed by the Mayor and as set forth in the Articles of Incorporation. An Independent Director may be removed with or without cause by the majority vote of the members of the Council.

All Directors, except in the case of earlier resignation, removal or death, shall hold office until their respective successors are chosen and qualified in the manner set forth above.

Section 4.2. Vacancies. Any vacancy on the Board of Directors caused by an increase in the number of Directors or the expiration of the term of a Director shall be filled in the manner set forth in Section 4.1. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

Any vacancy occurring in the Board of Directors caused by resignation, removal, death or other incapacity shall be filled in the manner set forth in Section 4.1.

In the event that the position of Treasurer of the City is vacant, the Mayor shall appoint a replacement for the *ex officio* Director with approval of the Council, to serve until a Treasurer is selected, at which time the Treasurer shall replace such Director.

Section 4.3. Annual Meeting of Directors. The Board of Directors shall meet each year on the third Monday in December, at specified times and places which are convenient and open to the public, as shall be set forth in the notice of the meeting, for the purpose of election of officers and consideration of any other business that may properly come before the meeting.

Section 4.4. Regular Meetings. Regular meetings of the Board of Directors shall be held at specified times and places which are convenient and open to the public, as may be fixed by the Directors and upon proper notice.

Section 4.5. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Corporation (as defined in Section 5.6 below), or by not less than

one-third of the members of the Board of Directors of the Corporation, and upon proper notice to the public.

Section 4.6. Quorum. A majority of the actual number of Directors in office immediately before a meeting begins, shall be necessary to constitute a quorum for the transaction of any business, and the act of a majority of the Directors present at the meeting, at which a quorum is present, shall be the act of the Board of Directors, unless the act of a different number is required by the Act or by the Articles, or permitted by Section 8.4, Section 11.1 or 11.2 of these By-Laws.

Section 4.7. Participation in Meetings. A Director, who is present at a meeting of the Board of Directors at which action on any corporate matter is taken, shall be conclusively presumed to have assented to the action taken, unless (a) his or her dissent shall be affirmatively stated by him or her at and before the adjournment of such meeting (in which event the fact of such dissent shall be entered by the secretary of the meeting in the minutes of the meeting), (b) he or she shall forward such dissent by registered mail to the Secretary of the Corporation (as defined in Section 5.9 below) immediately after the adjournment of the meeting, or (c) he or she shall have recused himself or herself from consideration of the matter. The right of dissent provided for by either clause (a) or clause (b) of the immediately preceding sentence shall not be available, in respect of any matter acted upon at any meeting, to a Director who voted at the meeting in favor of such matter and did not change his or her vote prior to the time that the result of the vote on such matter was announced by the chairman of such meeting.

Section 4.8. Compensation and Reimbursement of Directors. The Corporation may pay any Independent Director (as defined in Section 4.9) such reasonable compensation as the Board of Directors may determine. A Director shall be entitled to receive reasonable reimbursement for his or her time and expenses from the Corporation for attending any and all meetings of the Corporation.

Section 4.9. Independent Director. There shall at all times be at least two Independent Directors meeting the requirements of this Section 4.9. To the fullest extent permitted by law, including the Act, and notwithstanding any duty otherwise existing at law or in equity, an Independent Director shall consider only the interests of the Corporation, including its creditors, in the exercise of his or her corporate duties. No resignation or removal of an Independent Director shall be effective until a successor Independent Director has been appointed and has accepted his or her appointment by a written instrument.

An Independent Director shall be a person who for the five-year period prior to his or her appointment as an Independent Director has not been, and during the continuation of his or her service as an Independent Director is not: (i) a director, officer, employee, partner, shareholder, member, manager or affiliate of the City or any of its agencies or instrumentalities (other than the Corporation) (collectively, the "City Parties"), or (ii) a member of the immediate family of any person described in the foregoing clause (i).

Section 4.10. Fiduciary Duty of Directors. Each Director owes a fiduciary duty to the Corporation, and are, therefore, strictly prohibited from making decisions or recommendations on behalf of the Corporation for personal gain.

Any Independent Director who is affiliated with any entity that is currently performing work for the Corporation or for the City, or is being considered by the Corporation to perform work for the Corporation or for the City Parties, to receive funds from the Corporation or from the City Parties, or to provide funds to or otherwise make an investment in the Corporation, shall recuse himself or herself from any vote of the Board of Directors regarding said entity.

ARTICLE V.

Officers

Section 5.1. Principal Officers. The officers of the Corporation shall be a President, a Vice President, a Treasurer, a Secretary, and such assistant officers as may be determined from time to time by the Board of Directors. The same individual may simultaneously hold more than one (1) office of the Corporation.

Section 5.2. Election and Term of Office. The officers of the Corporation shall be chosen annually by the Board of Directors at the annual meeting thereof. Each such officer shall hold office until his or her successor shall have been duly chosen and qualified, or until his or her death, or until such officer shall resign, or shall have been removed in the manner hereinafter provided.

Section 5.3. Removal. Any officer may be removed, either with or without cause, at any time, by resolution adopted at any meeting of the Council.

Section 5.4. Subordinate Officers. The Corporation may have one or more assistant officers who shall have such powers and duties as the officers whom they are elected to assist shall specify and delegate to them and such other powers and duties as the Board of Directors may prescribe. An Assistant Secretary may, in the event of the absence of the Secretary, attest the execution of all documents by the Corporation.

Section 5.5. Vacancies. Any vacancy in any office for any cause may be filled for the unexpired portion of the term in the manner prescribed in these By-Laws for election or appointment to such office for such term.

Section 5.6. President. The President shall be chosen from among the Directors and shall have all such powers and duties as, from time to time, may be assigned to him or her by the Board of Directors.

Section 5.7. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time assign.

Section 5.8. Treasurer. Except as noted herein, the Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation and shall deposit all such funds in the name of the Corporation in such banks or other depositories as shall be selected by the Board of Directors. He or she shall upon request exhibit at all reasonable times the books of account and records to any of the Directors of the Corporation during business

hours at the office of the Corporation where such books and records shall be kept; shall render upon request by the Board of Directors a statement of the condition of the finances of the Corporation at any meeting of the Board of Directors; shall receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever; and in general, shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President of the Board of Directors. The Corporation may appoint a financial institution to serve as trustee for the proceeds of any bond issue and the receipt of any moneys pledged to the repayment of those bonds.

Section 5.9. Secretary. The Secretary shall keep or cause to be kept in the books provided for that purpose the minutes of the meetings of the Board of Directors; shall duly give and serve all notices required to be given in accordance with the provisions of these By-Laws and by the Act; shall be custodian of the records of the Corporation; and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by the President or the Board of Directors.

ARTICLE VI.

Miscellaneous

Section 6.1. Execution of Contracts and Other Documents. Unless otherwise authorized or directed by the Board of Directors, all written contracts and other documents entered into by the Corporation shall be executed on behalf of the Corporation by the President and, if required, attested by the Secretary or an Assistant Secretary.

Section 6.2. Application of Other State Statutes. The officers and Directors of the Corporation shall act at all times as if the provisions of the Act, and the conflict of interest statute (50 ILCS 105/3) applied to the Corporation.

All meetings of the Board of Directors will be called, noticed and conducted in accordance with the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*, as now enacted or as hereafter amended (the "Open Meetings Act"). Without limiting the generality of the foregoing, (a) the Board of Directors shall give public notice and notice to each Director of the time, place and purpose of each meeting of the Board of Directors in accordance with the requirements of the Open Meetings Act, (b) no action of the Board of Directors may be taken by written consent in lieu of a meeting, and, (c) the Corporation shall keep and make available records of all proceedings of the Board of Directors, in conformity with the requirements of the Open Meetings Act.

The Corporation shall provide public access to books, records, minutes and documents, in accordance with the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*, as now enacted or as hereafter amended ("FOIA"). The Corporation shall cooperate with the City with respect to compliance with the requirements of FOIA concerning any public documents or records that are in the possession of the Corporation but are nonetheless subject to the City's obligations to provide public access under FOIA

Section 6.3. Administrative Agent or Manager. The Corporation may enter into one or more agreements for the performance of any of its powers and duties hereunder, and under such

contracts as the Corporation may enter into in furtherance of such powers and duties, to be administered by another entity, may pay reasonable compensation to such entity, and, as authorized by the Act, may extend indemnification and insurance to such entity.

Section 6.4. Tax-Advantaged Obligations.

(a) The Corporation shall at all times do and perform all acts permitted by law and necessary to assure that interest on any its tax-advantaged obligations shall be and remain excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “Code”) and U.S. Treasury Regulations and rulings issued thereunder; and no funds of the Corporation shall at any time be used in a manner that causes such tax-advantaged obligations to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(b) The Corporation may agree: (1) through its officers, to make such further specific covenants, certifications and representations as shall be truthful and assurances as may be necessary or advisable; (2) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the tax-advantaged obligations; (3) to consult with such counsel and to comply with such advice as may be given; (4) to file such forms, statements and supporting documents as may be required and in a timely manner; and (5) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, municipal advisors, attorneys and other persons to assist the Corporation in such compliance.

ARTICLE VII.

Amendments

Section 7.1. Except as indicated in the Articles, the power to make, alter, amend, or repeal these By-Laws is vested in the Board of Directors, but the affirmative vote of a majority of the actual number of Directors elected and qualified, from time to time, shall be necessary to effect any alteration, amendment or repeal of these By-Laws. However, no amendment to Article IV shall be effective without the approval of the Council by the majority vote of the members thereof.

ARTICLE VIII

Indemnification

Section 8.1. Indemnification Against Third Party Claims. The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal

action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 8.2. Indemnification Against Claims by the Corporation. The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a Director, officer, employee or agent of the Corporation, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his or her duty to the Corporation, unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 8.3. Scope of Indemnification. To the extent that a present or former Director, officer or employee of the Corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 8.1 or Section 8.2, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, if that person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation.

Section 8.4. Procedure for Indemnification. Any indemnification under Section 8.1 or Section 8.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case, upon a determination that indemnification of the present or former Director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 8.1 or Section 8.2. Such determination shall be made with respect to a person who is a Director or officer at the time of the determination: (1) by the majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, (2) by a committee of the Directors designated by a majority vote of the Directors, even though less than a quorum, or (3) if there are no such Directors, or if the Directors so direct, by independent legal counsel in a written opinion.

Section 8.5. Time of Indemnification. Expenses (including attorney's fees) incurred by an officer or Director in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as authorized by its Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount, unless it shall ultimately be determined

that such person is entitled to be indemnified by the Corporation as authorized in this Article. Such expenses (including attorney's fees) incurred by former Directors and officers or other employees and agents may be so paid on such terms and conditions, if any, as the Corporation deems appropriate.

Section 8.6. Indemnification Not Exclusive. The indemnification provided by the Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of the disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.7. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article.

Section 8.8. "Corporation" Defined. For purposes of this Article, references to the "Corporation" shall include, in addition to the Corporation, any surviving corporation, and any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its Directors, officers, employees or agents, so that any person who was a Director, officer, employee or agent of such merging corporation, shall stand in the same position under the provisions of this Article with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

ARTICLE IX

General Provisions

Section 9.1. Instrumentality of City. The Corporation has been established and organized as a non-profit corporation and an instrumentality of the City, in accordance with the Authorizing Statute and the Ordinance, and as an entity that is eligible to issue obligations for and on behalf of the City for federal tax purposes. The Corporation shall be operated at all times in accordance with the Authorizing Statute, the Articles, these By-laws and the Ordinances.

Section 9.2. No Private Inurement. No part of the funds received by the Corporation or any interest earnings thereon shall inure to the benefit of, or be distributable to, its Directors or officers or other private persons. The Corporation shall be authorized and empowered to pay to any person reasonable compensation for services rendered (other than services as a Director who is not an Independent Director or as an officer) and to make payments in furtherance of its authorized purposes. No Director or officer of the Corporation or any private person shall be entitled to share in any distribution of any of the assets of the Corporation upon its dissolution.

Section 9.3. No Political Activities. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation; nor shall it in any manner or to any extent participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office; nor shall the Corporation engage in any activities that are unlawful under applicable federal, state or local laws.

Section 9.4. Separateness. The Corporation shall:

- (a) conduct the business of the Corporation only in its own name;
- (b) observe all corporate formalities required by the Act, its articles of incorporation and these By-laws;
- (c) pay all Corporation liabilities from the funds of the Corporation;
- (d) maintain its books and records and bank accounts separate from those of any other person;
- (e) maintain and prepare separate financial reports and financial statements, showing its assets and liabilities separate and apart from those of the City and any other person;
- (f) require completion of disclosure statements that will be substantially similar to the economic disclosure statements required of third parties for transactions with the City. The Corporation shall make each such disclosure statements available online for public review;
- (g) be responsible for overseeing preparation and auditing of its financial statements, including full compliance with applicable generally accepted accounting principles and filing of any tax returns; and
- (h) at all times hold itself out to the public and all other persons as a legal and economic entity separate and distinct from the City and any other person and attempt to correct any known misunderstanding regarding its separate identity.

The Corporation shall not:

- (i) guarantee or become obligated for the debts of any other entity or hold out its credit or assets as being available to satisfy the obligations of others;
- (j) acquire obligations or securities of the City (other than obligations in furtherance of the City's assignment, sale, transfer or other conveyance to the Corporation of revenues or taxes pursuant to the Authorizing Statute);
- (k) use checks or invoices bearing the name of the City or any other person or entity; or

(l) pledge its assets for the benefit of any other entity or make any loans or advances to any other entity except in furtherance of its authorized purposes.

Section 9.5. Requirement of Approval of Council. The Corporation shall have no power to issue any debt obligations in any form prior to the adoption by the Council of an ordinance directing such issuance and approving the amount and terms of such obligations and the purposes for which the proceeds of such issuances will be used. The foregoing does not preclude the Board of Directors from approving the issuance of obligations by the Corporation prior to the Council's adoption of an ordinance approving the issuance, provided that the obligations may not be issued until such an ordinance has been adopted. The Corporation shall not have any power to pledge the full faith and credit of the City nor shall any Corporation obligation be an obligation, general or special, of the City. The Corporation shall have no taxing power.

Section 9.6. Requirement for Unanimous Approval of Independent Directors. To the fullest extent permitted by law and subject to Section 10.1 below, the unanimous approval of the Independent Directors shall be required to authorize the Corporation to take any of the following actions (each, a "Specified Vote"):

(a) (i) institute proceedings to have the Corporation adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against the Corporation, (iii) file a voluntary bankruptcy petition or any other petition seeking, or consent to, reorganization or relief with respect to the Corporation under any applicable federal or state law relating to bankruptcy, (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property, (v) make any assignment for the benefit of creditors of the Corporation, (vi) admit in writing the Corporation's inability to pay its debts generally as they become due, or (vii) take any action in furtherance of any of the foregoing;

(b) dissolve, liquidate, wind up or otherwise cease operations; or

(c) consolidate, combine, or merge with or into, or sell substantially all of its assets to, any other entity; or

(d) amend the provisions of the Articles setting forth or limiting the powers and activities of the Corporation; or

(e) take any other action which would impair the security of the owners of any bonds or obligations issued by the Corporation.

Section 9.7. Dissolution. In the event of the dissolution of the Corporation, the Directors shall, after paying or making provisions for the payment of all of the liabilities and obligations of the Corporation, cause the remaining assets of the Corporation to be distributed to the City for a public purpose.

ARTICLE X

Sale of Property

Section 10.1. The Corporation shall not sell, assign, transfer or otherwise convey title to any property or assets to a third party without the prior consent of the Council, with said consent to be solely within the discretion of the Council. Said consent shall be in the form of an ordinance or resolution adopted by the Council, and filed with the Corporation. If the Council approves of the sale or transfer of assets to a third party by the Corporation, title shall, if so directed by the Council, first be conveyed to the City prior to the transfer thereof to said third party, and the Corporation shall also assign to the City all of the Corporation's rights, title, interests, privileges, duties and obligations in any contract or agreement with such third party with respect to the sale, transfer or other conveyance.

ARTICLE XII

Interested Directors And Officers

Section 11.1. Conflicts of Interest. No contract or transaction between the Corporation and one or more of its officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the interested Director or officer is present at or participates in the meeting of the Board of Directors or a committee thereof which authorizes the contract or transaction, if:

(a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or a committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(b) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors or a committee thereof.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction but may not be counted when the Board of Directors takes action on the contract or transaction.

For purposes of this Section 11.1, a Director or officer of the Corporation shall not be deemed interested in any way solely as a result of such Director or officer being employed by the City.

Section 11.2. Burden of Proof. In a proceeding contesting the validity of a contract or transaction described in Section 11.1, the person asserting validity has the burden of proving fairness unless the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors, and the Board of Directors in

good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum.

EXHIBIT B

FORM OF ARTICLES OF INCORPORATION

See attached

FORM **NFP 102.10** (rev. Dec. 2003)
ARTICLES OF INCORPORATION
 General Not For Profit Corporation Act

Secretary of State
 Department of Business Services
 501 S. Second St., Rm. 350
 Springfield, IL 62756
 217-782-9522
 www.cyberdriveillinois.com

Remit payment in the form of a
 cashier's check, certified check,
 money order or Illinois attorney's
 or C.P.A.'s check payable
 to Secretary of State.

_____ File # _____ Filing Fee: \$50 Approved: _____

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

Article 1.

Corporate Name: Berwyn Municipal Securitization Corporation

Article 2.

Name and Address of Registered Agent and Registered Office in Illinois:

Registered Agent: James Daniel Shanahan
First Name Middle Name Last Name

Registered Office: 111 East Wacker, Suite 2800
Number Street Suite # (P.O. Box alone is unacceptable)
Chicago IL 60601 Cook
City ZIP Code County

Article 3.

The first Board of Directors shall be three (3) in number, their Names and Addresses being as follows
Not less than three

Director Name	Street Address	City	State	ZIP Code
Cynthia Gutierrez,	3322 South Oak Park Avenue, 2nd Floor,	Berwyn,	Illinois	60402

Article 4.

Purpose(s) for which the Corporation is organized:

The Corporation is organized exclusively for civic, social and charitable purposes within the meaning of the Illinois General Not for Profit Corporation Act of 1986, as amended (the "Act"), to provide funding for any lawful purpose of the City of Berwyn, Cook County, Illinois (the "City"), solely through the issuance of obligations of the Corporation for and on behalf of the City and the refunding of such obligations, in consideration of the Corporation's receipt of specified revenues or taxes of the City received from the State Comptroller, the State Treasurer of the Department of Revenue of the State of Illinois (pursuant to 65 ILCS 5/8, the "Authorizing Statute") assigned, sold, transferred or otherwise conveyed by the City to the Corporation.

(continued on back)

Article 4.(continued)

Is this Corporation a Condominium Association as established under the Condominium Property Act? (check one)

Yes No

Is this Corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (check one)

Yes No

Is this Corporation a Homeowner's Association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? (check one)

Yes No

Article 5.

Other provisions (For more space, attach additional sheets of this size.):

Article 6.

Names & Addresses of Incorporators

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated January _____, 2019
Month Day Year

Signatures and Names

Post Office Address

1. _____
Signature
James Daniel Shanahan
Name (print)

2. _____
Signature

Name (print)

3. _____
Signature

Name (print)

1. 111 East Wacker, Suite 2800
Street
Chicago, Illinois 60601
City, State, ZIP

2. _____
Street

City, State, ZIP

3. _____
Street

City, State, ZIP

Signatures must be in BLACK INK on the original document.

Carbon copies, photocopies or rubber stamped signatures may only be used on the duplicate copy.

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in Illinois, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation that is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that **it will comply with the State and local laws and ordinances relating to alcoholic liquors.**

Return to:

Taft Stettinius & Hollister LLP
Firm Name
111 East Wacker, Suite 2800
Mailing address

James Daniel Shanahan
Attention
Chicago, Illinois 60601
City, State, ZIP

EXHIBIT C

FORM OF SALE AGREEMENT

See attached

ASSIGNMENT, PURCHASE AND SALE AGREEMENT

This **ASSIGNMENT, PURCHASE AND SALE AGREEMENT**, dated as of [INSERT DATED DATE] (this "*Sale Agreement*"), among the **CITY OF BERWYN, COOK COUNTY, ILLINOIS** (the "*City*"), **BERWYN MUNICIPAL SECURITIZATION CORPORATION**, an Illinois not-for-profit corporation and instrumentality of the City (the "*Corporation*") and **U.S. BANK NATIONAL ASSOCIATION**, as Trustee under the Indenture (as defined herein) (the "*Trustee*"), but actually executed and delivered on the date set forth below;

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

WHEREAS, Public Act 100-0023, effective July 6, 2017, adding Division 13 to Article 8 of the Illinois Municipal Code, 65 ILCS 5/8-13-5 *et seq.* (the "*Act*"), authorizes any home rule municipality to enter into agreements to assign, sell, transfer or otherwise convey its interest in all or any part of any revenues or taxes that it receives from a State Entity (as defined herein); and

WHEREAS, the Corporation has been established by the City pursuant to the Act for the limited purpose of issuing obligations for the benefit of the City; and

WHEREAS, the City desires to sell to the Corporation and the Corporation desires to purchase from the City the Conveyed Tax Revenues (as defined herein); and

WHEREAS, the City has determined that no claims on the Conveyed Tax Revenues currently exist;

WHEREAS, the Corporation is willing to purchase from the City such Conveyed Tax Revenues in exchange for the consideration provided herein;

Now, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Whenever used in this Sale Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"*Act*" means Division 13 of Article 8 of the Illinois Municipal Code, 65 ILCS 5/8-13-5 *et seq.*, as the same may be amended from time to time.

"*Affiliated Corporate Entity*" means any corporation, partnership, limited liability company or other legal entity established pursuant to an ordinance adopted by the City Council of the City and whose governing body is appointed by the City.

“*Beneficiaries*” means Noteholders, the owner of the Residual Certificate and such other parties as are expressly identified in the Indenture.

“*Bank*” means Barclays Capital Inc., or its affiliates, successors or assigns.

“*Board*” means the board of directors of the Corporation.

“*Closing Date*” means the date of issuance by the Corporation of the Initial Notes.

“*Conveyance Period*” means the period of time during which the conveyance of the Conveyed Tax Revenues by the City to the Corporation pursuant to this Sale Agreement is effective, namely, from the Closing Date until the date on which the Notes are no longer Outstanding and the Indenture has been discharged in accordance with its terms.

“*Conveyed Tax Revenue Fund*” means the fund so designated, created and established pursuant to Section 5.02 of the Indenture.

“*Conveyed Tax Revenues*” means collectively, the Sales Tax Revenues and the State Income Tax Revenues.

“*Department of Revenue*” means the Illinois Department of Revenue.

“*Federal Bankruptcy Code*” means the Bankruptcy Reform Act of 1978, as amended, codified as Title 11, United States Code, as amended from time to time, and any successor federal statute.

“*Fiscal Year*” means the period of January 1 through December 31 of the same calendar year.

“*Home Rule Sales Tax Revenues*” means, for any period of time, all collections payable by the Illinois Department of Revenue upon the order of the State Comptroller to or upon the order of the City resulting from the collection of those taxes imposed by the City pursuant to its home rule powers as currently authorized by the Home Rule Municipal Retailers’ Occupation Tax Act (65 ILCS 5/8-11-1), and the Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-5), each as supplemented and amended from time to time, or any successor or substitute law, ordinance or other legislation subsequently enacted, or successor or substitute taxes therefor, or in lieu thereof, as provided by law in the future.

“*Illinois Municipal Code*” means the Illinois Municipal Code, 65 ILCS 5, as the same may be amended from time to time.

“*Indenture*” means the Master Trust Indenture, dated as of February 1, 2019, by and between the Corporation and the Trustee, as amended, supplemented and in effect from time to time.

“*Initial Notes*” means the Berwyn Municipal Securitization Corporation Conveyed Tax Securitization Note, Series 2019A and the Berwyn Municipal Securitization Corporation Conveyed Tax Securitization Note, Taxable Series 2019B, authorized to be issued by a First Supplemental Trust Indenture, dated as of February 1, 2019, by and between the Corporation and U.S. Bank National Association, as Trustee.

“Local Share Sales Tax Revenues” means, for any period of time, (a) all distributions from the Local Government Tax Fund (pursuant to 30 ILCS 105/6z-18) payable by the Illinois Department of Revenue to or upon the order of the City pursuant to (i) the Use Tax Act (35 ILCS 105), but only with respect to tangible personal property which is purchased outside of the State at retail from a retailer and which is titled or registered by any agency of the State’s government and for which the State addresses for titling or registration purposes are given as being in the City, (ii) the Service Occupation Tax Act (35 ILCS 115) and (iii) the Retailers’ Occupation Tax Act (35 ILCS 120), each as supplemented and amended from time to time, or successor or substitute taxes therefor, or in lieu thereof, as provided by law in the future, and (b) all distributions from the State and Local Sales Tax Reform Fund (pursuant to 35 ILCS 105/9) payable by the Illinois Department of Revenue to or upon the order of the City pursuant to (i) the Use Tax Act (35 ILCS 105), other than as specified above, and (ii) the Service Use Tax Act (35 ILCS 110), each as supplemented and amended from time to time, or successor or substitute taxes therefor, or in lieu thereof, as provided by law in the future.

“Note Purchase Agreement” means the Note Purchase Agreement relating to the Initial Notes, dated February __, 2019, by and between the Corporation and the Bank.

“Notes” means the Initial Notes and any Additional Notes (as defined in the Indenture) issued pursuant to the Indenture.

“Noteholder” means a registered owner of a Note.

“Opinion of Counsel” means one or more written opinions of counsel who may be an employee of or counsel to the City, which counsel shall be acceptable to the Trustee.

“Ordinance” means Ordinance No. 19-____ adopted by the City Council of the City on February 12, 2019 pursuant to the Act and the Berwyn Municipal Code, authorizing the execution and delivery of this Sale Agreement and the conveyance of the Conveyed Tax Revenues hereunder.

“Outstanding” has the meaning ascribed to such term in the Indenture.

“Residual Fund” means the account so designated and established pursuant to Section 5.02 of the Indenture.

“Residual Certificate” means an instrument which evidences the right of the holder to be paid any Residual Revenues that have been released from the lien of the Indenture, in the form of **Exhibit A** hereto.

“Residual Revenues” has the meaning set forth in Section 9.01.

“Sale Agreement” means this Assignment, Purchase and Sale Agreement, dated as of February __, 2019, being an “Assignment Agreement” within the meaning of the Act, as the same may be amended or supplemented and in effect from time to time.

“Sales Tax Revenues” means, collectively, the Home Rule Sales Tax Revenues and the Local Share Sales Tax Revenues payable to or upon the order of the City.

“State” means the State of Illinois.

“*State Comptroller*” means the State Comptroller of the State.

“*State Elected Official*” means the following officials of the State: the Governor, the Lieutenant Governor, the Attorney General, the Secretary of State, the State Comptroller, the State Treasurer and each member of the General Assembly.

“*State Entity*” means the State Comptroller, the State Treasurer or the Department of Revenue.

“*State Income Tax Revenues*” means all amounts allocated and paid to the City from the Local Government Distributive Fund of the State pursuant to Section 2 of the State Revenue Sharing Act of the State, as amended, or from such successor or replacement fund or act as may be enacted in the future.

“*State Treasurer*” means the State Treasurer of the State.

“*Tax Code*” means the Internal Revenue Code of 1986, as amended.

“*Tax Exempt Note*” means any Note as to which Transaction Counsel has rendered an opinion to the effect that interest on it is excluded from gross income for purposes of federal income taxation.

“*Transaction Costs*” means those costs related to the authorization and sale of the Conveyed Tax Revenues and the issuance of the Notes, including but not limited to (a) all fees, costs, expenses and governmental charges for financing and transaction structuring, auditors or accountants, printing, reproducing documents, filing and recording of documents, fiduciaries, legal services, financial advisory and professional consultants’ services, credit ratings, credit and liquidity enhancements, execution, and transportation and safekeeping of the Notes; (b) costs incurred by the City to the extent the same are to be paid by the Corporation in accordance with this Sale Agreement and (c) any other fees, discounts, expenses and costs of any kind whatsoever related to issuing, securing and marketing the Notes.

“*Transaction Counsel*” means a nationally recognized bond counsel as may be selected by the Corporation for a specific purpose hereunder.

“*Transaction Documents*” means this Sale Agreement, the Indenture, the Note Purchase Agreement and the Notes.

“*Trustee*” means U.S. Bank National Association, its successors in interest and any successor trustee under the Indenture.

Section 1.02. Other Definitional Provisions. (a) Capitalized terms used herein and not otherwise defined herein have the meanings assigned to them in the Indenture.

(b) All terms defined in this Sale Agreement shall have the meanings ascribed hereunder when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(c) As used in this Sale Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Sale Agreement or in any such certificate or other document, and accounting terms partly defined in this Sale Agreement or in any such

certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Sale Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Sale Agreement or in any such certificate or other document shall control. The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Sale Agreement shall refer to this Sale Agreement as a whole and not to any particular provision of this Sale Agreement. Article and Section references contained in this Sale Agreement are references to Articles and Sections in or to this Sale Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(d) The definitions contained in this Sale Agreement are applicable to the singular and the plural forms of such terms and to the masculine, feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a person are also to its permitted successors and assigns.

(f) All statutory citations used herein refer to citations in effect on the date of execution and delivery of this Sale Agreement.

ARTICLE II

CONVEYANCE OF CERTAIN CONVEYED TAX REVENUES

Section 2.01. Conveyance of Certain Conveyed Tax Revenues. (a) The City does hereby irrevocably sell and convey to the Corporation, absolutely and unconditionally, as of the Closing Date and for the Conveyance Period, without recourse (subject to certain continuing obligations herein) in accordance with and subject to the terms of this Sale Agreement, all right, title and interest of the City in and to the Conveyed Tax Revenues. As consideration for such sale and conveyance of the Conveyed Tax Revenues by the City to the Corporation, the Corporation does hereby promise (i) to issue to the City, on the Closing Date, the Residual Certificate and (ii) to pay and otherwise convey to or upon the order of the City the proceeds (net of the Transaction Costs) of the Initial Notes and any Additional Notes in accordance with and subject to the terms of the Indenture and the Act.

(b) In accordance with the Act, upon execution and delivery of this Sale Agreement, the sale and conveyance and other transfer of the right to receive the Conveyed Tax Revenues shall for all purposes (i) constitute a “true sale” and an absolute conveyance of all right, title, and interest therein and not a pledge or other security interest for any borrowing, (ii) be valid, binding and enforceable in accordance with the terms of this Sale Agreement and the Indenture, and (iii) not be subject to disavowal, disaffirmance, cancellation, or avoidance by reason of the insolvency of any party, lack of consideration, or any other fact, occurrence or rule of law.

(c) The right of the Corporation to receive the Conveyed Tax Revenues on and after the Closing Date, and the right of the City to convey the Conveyed Tax Revenues, are each valid and

enforceable, and during the Conveyance Period for which the Conveyed Tax Revenues are payable to the Corporation and pledged under the Indenture, the right of the Corporation to receive the Conveyed Tax Revenues is superior and prior to the right and claim of the owner of the Residual Certificate to receive the Residual Revenues. Notwithstanding anything to the contrary in the Indenture or the Residual Certificate, the Trustee shall not make any deposits to the Residual Fund unless and until the deposits required to be made by Section 5.06 of the Indenture have been made in full.

(d) From and after the Closing Date and during the Conveyance Period, all Conveyed Tax Revenues assigned by the City pursuant hereto and to the Act and paid to the Trustee shall be applied in accordance with the provisions of the Indenture. In the event the City shall receive in error any payments or other funds constituting Conveyed Tax Revenues during the Conveyance Period, the City will promptly disburse the same to the Trustee, as directed by the Corporation. In connection with the execution and delivery of this Sale Agreement, the City has executed and delivered to the Director of the Department of Revenue, the State Comptroller and the State Treasurer an irrevocable direction to make the payments constituting Conveyed Tax Revenues directly to the Trustee as required by the Transaction Documents. Upon receipt of any Conveyed Tax Revenues, the Trustee shall immediately deposit such Conveyed Tax Revenues in the Conveyed Tax Revenue Fund.

Section 2.02. Acknowledgment of Corporation. The Corporation acknowledges that, other than as expressly provided herein, neither the City nor any City representative has made any representations or given any warranties or guarantees, express or implied, written or oral, in respect of the Conveyed Tax Revenues, their sufficiency to pay debt service on the Notes, or for any other purpose.

Section 2.03. Use of the Proceeds. In accordance with the Act, the purchase price of the Conveyed Tax Revenues payable to the City pursuant to this Sale Agreement corresponding directly or indirectly to the proceeds of the Initial Notes (net of Transaction Costs) shall be deposited, on the Closing Date, into the City Proceeds Account within the Proceeds Fund, each as defined in the Indenture, in accordance with the provisions of the Indenture, and will be paid to or upon the direction of the City, as determined by the Mayor, free from the provisions of this Sale Agreement, except that any portion of the purchase price of the Initial Notes to be used to refund outstanding obligations of the City shall be deposited on the Closing Date into a refunding escrow account or accounts or with the paying agent, escrow agent or trustee for the obligations being refunded for the sole purpose of effectuating such refunding.

Section 2.04. Benefits Provided. The City shall cooperate with the Corporation to the fullest extent permitted by law, including the Act, to assure receipt by the Corporation of all of the Conveyed Tax Revenues when and as due in accordance with the true intent and meaning of this Sale Agreement.

ARTICLE III

RESERVED

ARTICLE IV

REPRESENTATIONS OF THE CITY

Section 4.01. Representations of the City. The City, as seller, makes the following representations and warranties on which the Corporation is deemed to have relied in acquiring the Conveyed Tax Revenues. The representations speak as of the Closing Date, and shall survive the sale of the Conveyed Tax Revenues to the Corporation and the pledge thereof to the Trustee pursuant to the Indenture.

(a) *Valid Existence.* The City is a municipal corporation and a home rule unit municipality under Section 6 of Article VII, Section 6(a) of the Illinois Constitution.

(b) *Ordinance.* The Ordinance has been duly and validly adopted in accordance with the Berwyn Municipal Code and applicable State law, including the Act.

(c) *Power.* The City is duly authorized to assign and sell the Conveyed Tax Revenues to the Corporation under the Act. The City has full power and authority to execute and deliver this Sale Agreement and to carry out its terms; and the City has duly authorized such sale and assignment to the Corporation by all necessary action; and the execution, delivery and performance of this Sale Agreement has been duly authorized by the City by all necessary action.

(d) *Binding Obligation.* This Sale Agreement has been duly executed and delivered by the City and, assuming the due authorization, execution and delivery of this Sale Agreement by the Corporation, constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms, except as enforcement may be limited by (i) applicable bankruptcy, insolvency or other laws affecting the rights or remedies of creditors generally of entities similar to the City, and (ii) the discretion of the courts in granting equitable or similar remedies.

(e) *No Consents.* No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the consummation of the transactions contemplated by this Sale Agreement, except for those which have been obtained and are in full force and effect.

(f) *No Violation.* The sale of the Conveyed Tax Revenues and the consummation of the transactions contemplated by the Act and the Transaction Documents and the fulfillment of the terms hereof and thereof do not, to the City's knowledge, in any material way conflict with, result in any material breach by the City of any of the material terms and provisions of, or constitute (with or without notice or lapse of time) a material default by the City under, any indenture, agreement or other instrument to which the City is a party or by which it shall be bound; or violate any law or, to the City's knowledge, any order, rule or regulation applicable to the City of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the City.

(g) *No Proceedings.* To the City's knowledge, there are no proceedings or investigations pending or threatened against the City before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the City: (i) asserting the invalidity of the Ordinance or any of the Transaction Documents or the Notes, (ii) seeking to prevent the issuance of the

Notes or the consummation of any of the transactions contemplated by any of the Transaction Documents, or (iii) seeking any determination or ruling that would affect the City's ability to impose the taxes that give rise to the Conveyed Tax Revenues or to sell the Conveyed Tax Revenues or the validity or enforceability of any of the Transaction Documents, the Act, or the Notes.

(h) *Title to Conveyed Tax Revenues.* Prior to their sale and conveyance hereunder, the City is the sole owner of the Conveyed Tax Revenues. On and after the Closing Date (i) the City shall have no right, title or interest in or to the Conveyed Tax Revenues, (ii) the Conveyed Tax Revenues shall be the property of the Corporation, and not of the City, and shall be owned, received, held and disbursed by the Corporation and, as provided in the Indenture, by the Trustee, without appropriation by the City, and not by the City and (iii) the Conveyed Tax Revenues are not and shall not be legally available moneys of the City for any purpose under any indenture, agreement or other instrument to which the City is a party or by which it is bound; or any law or any order, rule or regulation applicable to the City of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the City. The City has irrevocably directed the Director of the Department of Revenue, the State Comptroller and the State Treasurer to transfer all Conveyed Tax Revenues directly to the Trustee as the assignee of the Corporation.

(i) *Absence of Liens on Conveyed Tax Revenues.* Except as provided herein, the City has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Conveyed Tax Revenues, nor has the City created, or permitted the creation of, any lien thereon. The City warrants that the Conveyed Tax Revenues are free and clear of liens.

(j) *Assignment to Trustee.* The City acknowledges that the Corporation will assign to the Trustee for the benefit of the Noteholder all of its rights and remedies with respect to any representations, warranties and covenants of the City under this Sale Agreement. Upon discovery by the City of a breach of any of such representations, warranties or covenants that materially and adversely affects the value of the Conveyed Tax Revenues or the sale thereof to the Corporation under this Sale Agreement, the City shall give prompt written notice to the Corporation and the Trustee. The City shall not be liable to the Trustee or the Noteholders for any loss, cost or expense resulting solely from the failure of the Trustee to promptly notify the City upon the discovery by a responsible officer of the Trustee of a breach of any representation, warranty or covenant contained herein.

Section 4.02. Limitation on Liability. The City and any officer or employee or agent of the City may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any person respecting any matters arising hereunder. The City shall not be under any obligation to appear in, prosecute or defend any legal action that shall not be related to its obligations under this Sale Agreement, and that in its opinion may involve it in any expense or liability. None of the City or any officer, member, employee, or agent of the City, while acting within the scope of their authority, shall be subject to any personal liability resulting from the exercising or carrying out of any of the City's purposes or powers or any of their respective rights or obligations under the Transaction Documents.

ARTICLE V

REPRESENTATIONS OF THE CORPORATION

Section 5.01. Representations of the Corporation. The Corporation, as buyer, makes the following representations on which the City is deemed to have relied in selling the Conveyed Tax Revenues. The representations speak as of the Closing Date, and shall survive the sale of the Conveyed Tax Revenues.

(a) *Power.* The Corporation is duly authorized to purchase and acquire the Conveyed Tax Revenues from the City. The Corporation has full power and authority to execute and deliver this Sale Agreement and to carry out its terms; and the Corporation has duly authorized such purchase by all necessary action; and the execution, delivery and performance of this Sale Agreement have been duly authorized by the Corporation by all necessary action.

(b) *Binding Obligation.* This Sale Agreement has been duly executed and delivered by the Corporation and, assuming the due authorization, execution and delivery of this Sale Agreement by the City, constitutes a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms.

(c) *No Violation.* The purchase of the Conveyed Tax Revenues and the consummation of the transactions contemplated by the Act and the Transaction Documents and the fulfillment of the terms hereof and thereof do not, to the Corporation's knowledge, in any material way conflict with, result in any material breach by the Corporation of any of the material terms and provisions of, or constitute (with or without notice or lapse of time) a material default by the Corporation under any indenture, agreement or other instrument to which the Corporation is a party or by which it shall be bound; or violate any law or, to the Corporation's knowledge, any order, rule or regulation applicable to the Corporation of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Corporation, nor violate any provision of the Articles of Incorporation of the Corporation or the By-laws of the Corporation.

(d) *No Reliance.* The Corporation acknowledges that the terms of the Sale Agreement, including the consideration given for the Conveyed Tax Revenues and the other terms specified in this Sale Agreement, have been agreed upon by the parties after good-faith, arm's-length negotiation. The Corporation expressly acknowledges and agrees that the Conveyed Tax Revenues may be insufficient to pay debt service on the Notes, and that the City has made no representations whatsoever with respect to such sufficiency. The Corporation acknowledges and agrees that it has relied, and shall rely, solely upon its own investigation of all such matters, and it assumes all risks with respect thereto.

(e) *Assignment to Trustee.* The Corporation will assign to the Trustee for the benefit of the Noteholders all of its rights and remedies with respect to the representations, warranties and covenants of the City under this Sale Agreement. Upon discovery by the Corporation of a breach of any of such representations, warranties or covenants that materially and adversely affects the value of the Conveyed Tax Revenues or the sale thereof to the Corporation under this Sale Agreement, the Corporation shall give prompt written notice to the City and the Trustee.

Section 5.02. Limitation on Liability. (a) The Corporation and any officer or employee or agent of the Corporation may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any person respecting any matters arising hereunder. The Corporation shall not be under any obligation to appear in, prosecute or defend any legal action that shall not be related to its obligations under this Sale Agreement, and that in its opinion may involve it in any expense or liability.

(b) None of the Corporation or any officer, member, employee, or agent of the Corporation, while acting within the scope of their authority, shall be subject to any personal liability resulting from the exercising or carrying out of any of the Corporation's purposes or powers or any of their respective rights or obligations under the Transaction Documents.

ARTICLE VI

COVENANTS OF THE TRUSTEE

Section 6.01. Application of Conveyed Tax Revenues. Pursuant to Section 2.01(c) of this Sale Agreement, the Conveyed Tax Revenues shall be paid directly to the Trustee and the Trustee hereby agrees to (i) deposit the Conveyed Tax Revenues into the Conveyed Tax Revenue Fund and (ii) on a daily basis, if practicable, but in no event later than two Business Days after receipt thereof, apply the Conveyed Tax Revenues in accordance with the provisions of Article V of the Indenture.

ARTICLE VII

COVENANTS OF THE CITY

Section 7.01. Protection of Title; Non-Impairment Covenant. Pursuant to the Act, the City pledges and agrees with the Corporation, and the Corporation is authorized to include such pledge and agreement in the Indenture for the benefit of the Noteholders, that the City shall take no action that would in any way materially adversely (A) impair the Corporation's right to receive the Conveyed Tax Revenues, (B) limit or alter the rights vested in the Corporation to fulfill the terms of its agreements with the Noteholders, or (C) impair the rights and remedies of the Noteholders or the security for the Notes until the Notes, together with the interest thereon and all costs and expenses in connection with any action or proceedings by or on behalf of the Noteholders, are fully paid and discharged; **provided, however,** that the remedies available to the Corporation, the Trustee and the Noteholders for any breach of the pledges and agreements of the City set forth in this section shall be limited to injunctive relief.

Section 7.02. Issuance of Indebtedness by City. The City shall not issue any notes or other evidences of indebtedness that are secured by a pledge of or lien on all or any portion of the Conveyed Tax Revenues; provided that as holder of the Residual Certificate the City may apply Residual Revenues for any lawful corporate purpose of the City, including the payment of indebtedness secured thereby.

Section 7.03. Collection of Conveyed Tax Revenues. The City agrees to use all reasonable efforts to pursue any action legally available to it to cause collections of Conveyed Tax Revenues in any Fiscal Year to be maintained at such levels as shall produce Conveyed Tax Revenues in such

Fiscal Year at least equal to 100 percent (100%) of the sum in such Fiscal Year of (a) the aggregate Principal Funding Requirement of and Interest Funding Requirement on the Notes required to be paid during such Fiscal Year, (b) the payment of the Corporation Expenses, and (c) any other deposits or other amounts required by the provisions of the Indenture for such Fiscal Year.

Section 7.04. Tax Covenant. The City shall at all times do and perform all acts and things permitted by law and necessary or desirable to assure that interest paid to the holders of any Tax Exempt Notes issued by the Corporation shall be and remain excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Tax Code and applicable regulations issued thereunder. No proceeds of the Notes received by the City shall at any time be used directly or indirectly to acquire securities, obligations or investment property the acquisition or holding of which would cause any Tax Exempt Notes to be an “arbitrage bond” as defined in the Tax Code and any applicable regulations issued thereunder. Further, the City shall not permit facilities financed or refinanced with proceeds of Tax Exempt Notes received by the City from the Corporation to be used in a manner that would result in any interest paid to the holders of any such Tax Exempt Notes being no longer excludable from gross income for federal income tax purposes. In furtherance of these covenants, the City shall execute and comply with the tax certificate provided by Transaction Counsel in connection with the issuance of such Tax Exempt Notes.

Section 7.05. Independent Director. Any Independent Director (as defined in Section 8.01) appointed by the City shall satisfy the requirements of the Corporation’s By-laws.

Section 7.06. Refinancing by the Corporation. The City agrees to perform all actions and execute and deliver all documents reasonably required by the Corporation in connection with a refinancing or refunding of the Notes including but not limited to the execution and delivery of all documents or undertakings required to be provided by the City to the extent required to comply with applicable securities laws or the Tax Code; **provided, however,** that in no event shall the City be obligated to perform its obligations under this Section 7.06 if as a result of such refinancing or refunding the sum of the Principal Funding Requirements and Interest Funding Requirements on the Outstanding Notes in each Fiscal Year after such refinancing or refunding is greater than the sum of the Principal Funding Requirements and Interest Funding Requirements on the Outstanding Notes in each Fiscal Year prior to such refinancing or refunding.

ARTICLE VIII

COVENANTS OF THE CORPORATION

Section 8.01. Independent Director. While any Notes are outstanding, at least two membership position on the Corporation’s board of directors shall be an “Independent Director” as defined in the Corporation’s By-laws.

Section 8.02. No Other Debt. The Corporation shall not incur any indebtedness other than Notes as permitted under the Indenture.

Section 8.03. Separateness. The Corporation shall: (a) have its own separate stationery and bank checks signed by it and in its own name, (b) if it uses any premises, its portion of such premises

shall be defined and separately identified, (c) maintain its books and records separately from the City and any other entity, (d) segregate its assets from those of the City and any other entity, (e) strictly observe corporate formalities in its dealings, (f) maintain compliance with the General Not for Profit Corporation Act of 1986, as amended (805 ILCS 105), (g) timely and fully perform and comply with all obligations under the Transaction Documents and any note purchase agreement entered into by the Corporation in connection with the issuance of any Notes subsequent to the Initial Notes (each a "Future Note Purchase Agreement"), (h) not make any change in the character of its business that could adversely affect the enforceability of any Transaction Document or Future Note Purchase Agreement or the ability of the Corporation to perform its obligations under this Sale Agreement, any other Transaction Document, or any Future Note Purchase Agreement without the prior written consent of the City and the Trustee.

Section 8.04. No Amendments to Governing Documents. The Corporation shall not amend its articles of incorporation or By-laws without the express written consent of the Trustee and the City.

Section 8.05. Compliance with Laws, Etc. The Corporation shall comply in all material respects with all applicable laws, rules, regulations and orders, and preserve and maintain its existence, rights, franchises, qualifications, and privileges as a not for profit corporation.

Section 8.06. Further Actions. Upon request of the City or the Trustee, the Corporation will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Sale Agreement. The Corporation shall, as soon as practicable, pay to the City any amounts due to the City that are received by the Corporation in error.

ARTICLE IX

RESIDUAL REVENUES; MODIFICATION OF INDENTURE

Section 9.01. Residual Revenues. As part of the consideration for the sale to the Corporation by the City of the Conveyed Tax Revenues, the Corporation agrees to issue the Residual Certificate in the form annexed hereto as *Exhibit A*. In accordance with the provisions of Article V of the Indenture, amounts in the Residual Fund ("*Residual Revenues*") will be paid to the holder of the Residual Certificate promptly upon the application of the Conveyed Tax Revenues in each month pursuant to Section 5.05 of the Indenture.

Section 9.02. Modification of Indenture. The Corporation and the Trustee hereby agree that, regardless of the provisions of the Indenture related to the amendment or modification thereof, the Indenture shall not be amended or modified in any manner adverse to the City with respect to the disposition of the proceeds of the Notes issued by the Corporation or the Residual Revenues without the written consent of the City.

ARTICLE X

NOTES SOLELY OBLIGATIONS OF THE CORPORATION

Section 10.01. Notes Not a Debt of City or State. Neither any Note nor any related contract of the Corporation shall constitute an indebtedness or an obligation of the City, the State or any subdivision thereof within the purview of any constitutional or statutory limitation or provision or a charge against the general credit or taxing powers, if any, of any of them, but the Notes and amounts due under any such contract shall be payable solely from the Conveyed Tax Revenues deposited with the Trustee. No Noteholder or provider of any related contract shall have the right to compel the exercise of the taxing power of the City, the State or any subdivision thereof to pay any principal installment of, redemption premium, if any, or interest on the Notes or to make any payment due under any related contract.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment. Except as otherwise provided herein, after issuance of the Initial Notes, this Sale Agreement may be amended by the City and the Corporation with the consent of the Trustee, but without the consent of any of the Noteholders: (a) to cure any ambiguity; (b) to correct or supplement any provisions in this Sale Agreement; (c) to correct or amplify the description of the Conveyed Tax Revenues; (d) to add additional covenants for the benefit of the Corporation, the Trustee or the Noteholders; (e) to make adjustments necessary to account for administrative changes in the laws of the State related to the distribution of Conveyed Tax Revenues; or (f) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in this Sale Agreement that shall not adversely affect in any material respect the security for the Notes.

Except as otherwise provided in this Section, this Sale Agreement may also be amended from time to time by the City and the Corporation with the consent of a majority in principal amount of Outstanding Notes of the Noteholders for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Sale Agreement or of modifying in any manner the rights of the Noteholders.

It shall not be necessary for the consent of the Noteholders pursuant to this Section to approve the particular form of any proposed amendment or consent, but it shall be sufficient if such consent shall approve the substance thereof.

Prior to the execution of any amendment to this Sale Agreement, the holder of the Residual Certificate and the Trustee shall be entitled to receive and conclusively rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Sale Agreement. Without the prior written consent of the holder of the Residual Certificate and the Trustee, which consent shall not be unreasonably withheld, no amendment, supplement or other modification of this Sale Agreement shall be entered into or be effective if such amendment, supplement or modification affects the Residual Certificate holder's or the Trustee's, as applicable, own rights, duties or immunities under this Sale Agreement or otherwise.

Section 11.02. Notices. All demands, notices and communications upon or to the City, the Corporation, the Bank (but only for so long as the Bank is a Noteholder) or the Trustee under this Sale Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, and shall be deemed to have been duly given upon receipt:

- (a) in the case of the City: City of Berwyn, Illinois
6700 26th Street
Berwyn, Illinois 60402
Attention: Finance Director
- with a copies to: Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402
Attention: James Vasselli
- (b) in the case of the Corporation:
- (c) in the case of the Trustee: U.S. Bank National Association
- (d) in the case of the Bank: Barclays Capital Inc.
745 Seventh Avenue, 19th Floor
New York, New York 10019
Attn: John Gerbino

As to each of the foregoing, at such other address as shall be designated by written notice to the other parties.

Section 11.03. Limitations on Rights of Others. The provisions of this Sale Agreement are solely for the benefit of the City, the Corporation, the owner of the Residual Certificate, the Trustee, the Noteholders and all other Beneficiaries, and nothing in this Sale Agreement, whether express or implied, shall be construed to give to any other person any legal or equitable right, remedy or claim under or in respect of this Sale Agreement or any covenants, conditions or provisions contained herein.

Section 11.04. Notice of End of Conveyance Period. At such time as this Sale Agreement is no longer effective because the Conveyance Period has ended, the Trustee shall give written notice to the State Entities and the City that this Sale Agreement and the direction provided for in Section 2.01(d) hereof are no longer in effect.

Section 11.05. Severability. Any provision of this Sale Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Section 11.06. Separate Counterparts. This Sale Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 11.07. Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 11.08. Trustee Rights. The rights, immunities and indemnities of the Trustee under the Indenture shall be incorporated herein by reference as if set forth herein.

Section 11.09. Governing Law. This Sale Agreement shall be construed in accordance with the laws of the State of Illinois, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Sale Agreement to be duly executed by their respective officers as of the day and year first above written.

CITY OF BERWYN, COOK COUNTY, ILLINOIS

By: _____
Name:
Title:

BERWYN MUNICIPAL SECURITIZATION
CORPORATION

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

EXHIBIT A

FORM OF RESIDUAL CERTIFICATE
BERWYN MUNICIPAL SECURITIZATION CORPORATION

REGISTERED OWNER: CITY OF BERWYN, COOK COUNTY, ILLINOIS

BERWYN MUNICIPAL SECURITIZATION CORPORATION (the "*Corporation*"), an Illinois not-for-profit corporation and instrumentality of the City of Berwyn, Cook County, Illinois (the "*City*"), for value received, promises to pay to the registered owner of this Residual Certificate, in accordance with Section 5.09 of the Indenture, dated as of February 1, 2019 (as it may be amended and supplemented, the "*Indenture*"), between the Corporation and U.S. Bank National Association, as trustee (the "*Trustee*"), the Residual Revenues then payable to the owner of the Residual Certificate pursuant to the Indenture and the Act, by wire transfer, at the discretion of the Corporation, or by check mailed to the address of the registered owner hereof as shown on the registration books of the Corporation as maintained by the Trustee, as of close of business on the Business Day immediately preceding the applicable payment date. Capitalized terms used but not defined in this Residual Certificate shall have the meanings given to them in the Indenture.

Notwithstanding anything to the contrary in the Indenture or this Residual Certificate, the Trustee shall not make any transfers to the Residual Account unless and until the deposits required by Section 5.06 of the Indenture have been made in full.

Reference is made to the Indenture for a description of the funds pledged and for the provisions with respect to the incurring of indebtedness and to the rights, limitations of rights, duties, obligations and immunities of the Corporation, the Trustee, the Noteholders and the registered owner of this Residual Certificate.

This Residual Certificate is issuable only in fully registered form and may not be converted into bearer form. The Corporation and the Trustee may treat the registered owner hereof as the absolute owner of this Residual Certificate for all purposes, notwithstanding any notice to the contrary.

This Residual Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been dated and manually signed by the Trustee.

In accordance with Section 2.04 of the Indenture, this Residual Certificate may not be transferred by the holder hereof unless the Corporation, the City and the Trustee have received an opinion of Transaction Counsel that such transfer will not adversely affect the exclusion of interest on any Tax Exempt Note from gross income of the owner thereof for purposes of federal income taxation.

IN WITNESS WHEREOF, BERWYN MUNICIPAL SECURITIZATION CORPORATION has caused this Residual Certificate to be executed in its name by its President as of the __ day of February, 2019.

BERWYN MUNICIPAL SECURITIZATION
CORPORATION

By: _____

Name:

Title: President

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Residual Certificate is the Residual Certificate described in the Indenture and in the Assignment, Purchase and Sale Agreement, dated as of February __, 2019, among the CITY OF BERWYN, COOK COUNTY, ILLINOIS, BERWYN MUNICIPAL SECURITIZATION CORPORATION, an Illinois not-for-profit corporation and instrumentality of the City, and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Trustee under the Indenture.

Date of Authentication and Delivery: February __, 2019

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

The City of Berwyn

J-2



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

February 12, 2019

Members of the Berwyn City Council

Re: Amendment of Ordinance No. 16-17

Ladies and Gentlemen:

On January 24, 2019 the Berwyn Police department was informed by Assistant States Attorney, Eugene Wood, who is currently the head of the 4th District Office, that their office will not be prosecuting any misdemeanor cannabis cases of up to 100 grams of cannabis.

In order to address this procedural change the Law Department is proposing the following amendment to our present Ordinance #16-17: **“More than 30 grams but not more than 100 grams – Fine \$750.00”**

The Law Department, Police Department, as well as the Mayor’s Office is requesting your concurrence in the approval of this Amendment.

Respectfully Submitted,

Anthony T. Bertuca
City Attorney

ATB:kmc

J-2

THE CITY OF BERWYN

THE CITY OF BERWYN, ILLINOIS

ORDINANCE

NUMBER

**AN ORDINANCE AMENDING CHAPTER 624, SECTION 624.01 OF THE CODIFIED
ORDINANCES OF BERWYN REGARDING CANNABIS FOR THE CITY OF BERWYN,
COUNTY OF COOK, STATE OF ILLINOIS**

ROBERT J. LOVERO, Mayor

MARGARET PAUL, City Clerk

JAMES "SCOTT" LENNON

JOSE RAMIREZ

JEANINE L. REARDON

ROBERT W. 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, Illinois on
February 12, 2019.

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 624, SECTION 624.01 OF THE CODIFIED ORDINANCES OF BERWYN REGARDING CANNABIS FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the Mayor (the “Mayor”) and the city Council (the “City Council” and with the Mayor, the “Corporate Authorities”) have established regulations (the “Regulations”) regarding the illegal possession of cannabis within the City; and

WHEREAS, the Regulations do not currently address the State’s Attorney’s change in procedure, said change being that they will no longer be prosecuting cannabis cases up 100 grams; and

WHEREAS, the Corporate Authorities acknowledge that the Regulations should be updated from time to time; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that the Codified Ordinances of Berwyn (the “City Code”) should be amended to update the procedure for prosecution of cannabis cases up to 100 grams; and

WHEREAS, based upon the above findings of fact and pursuant to the City’s home rule powers, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the city and its residents to amend chapter 624, Section 624.01 of the City Code as herein set forth (the “Amendment”);

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

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

Section 2. The Amendment is hereby adopted. The Corporate Authorities hereby approve the amendment and the addition to the City Code, as described below.

Section 3. Chapter 624, Section 624.01 of the City Code is hereby amended, notwithstanding any provision, ordinance, resolution or City Code section to the contrary, as follows:

§ 624.01 POSSESSION OF CANNABIS; POSSESSION OF DRUG PARAPHERNALIA.

(A) No person shall possess cannabis or drug paraphernalia associated with the use of cannabis within the city limits, except as permitted by the Compassionate Use of Medical Cannabis Pilot Program Act (ILCS Ch. 410, Act 130, §§ 1 et seq).

(B) Definitions.

(1) **CANNABIS** includes marihuana, hashish and other substances which are identified as including any parts of the plant *Cannabis sativa*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and any compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis.

However, **CANNABIS** shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil or cake or the sterilized seed of the plant which is incapable of germination.

(2) **DRUG PARAPHERNALIA** includes all equipment, products and materials of any kind which are marketed for, or possessed with the intent to, use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis in violation of the Cannabis Control Act (ILCS Ch. 720, Act 550, §§ 1 et seq.). It includes, but is not limited to the following:

(a) Kits peculiar to and marketed for use in manufacturing, compounding, converting, producing, processing or preparing cannabis or a controlled substance.

(b) Isomerization devices peculiar to and marketed for use in increasing the potency of any species of plant, which is cannabis or a controlled substance.

(c) Testing equipment peculiar to and marketed for private home use in identifying or in analyzing the strength, effectiveness or purity of cannabis or controlled substances.

(d) Diluents and adulterants peculiar to and marketed for cutting cannabis or a controlled substance by private persons.

(e) Objects marketed for or possessed with the intent to use in ingesting, inhaling, or otherwise introducing cannabis, hashish, or hashish oil into the human body including, where applicable, the following items:

1. Water pipes.
2. Carburetion tubes and devices.
3. Smoking and carburetion masks.
4. Carburetor pipes.

5. Electric pipes.
6. Air driven pipes.
7. Chillums.
8. Bongs.
9. Ice pipes or chillers.
10. Cigarette rolling papers.

(f) Any item whose purpose, as announced or described by the seller, is for use in violation of this section.

(C) (1) When a police officer finds a person in possession of cannabis, he or she may, in lieu of filing a complaint or arresting the person, issue the person an ordinance violation ticket, allowing the person to settle the violation by paying to the city the amount set forth below, not more than ten days after the time the violation was committed.

<i>Amount of Cannabis</i>	<i>Fine</i>
Under 2.5 grams	\$100
2.5 grams or more, but not more than 5 grams	\$175
More than 5 grams, but not more than 10 grams	\$275
More than 10 grams, but not more than 20 grams	\$400
More than 20 grams, but not more than 30 grams	\$500

More than 30 grams but not more than 100 grams \$750

(2) If the person to whom a citation was issued fails to settle within ten days, the amount of settlement, prior to a court appearance, shall be double the above amount, but not exceeding \$750. If the person to whom the citation was issued fails to settle and pay the violation claim, proceedings shall be instituted in the Circuit Court of the county against the violator. If a fine is imposed by the Court, the fine shall be not less than the amount set forth above as the settlement amount, but not more than \$750.

(D) No person previously convicted under ILCS Ch. 720, Act 550, § 4(a) through (c) will be afforded the opportunity to pay a fine in accordance with the terms of this section. A second offense will result in the person being charged under ILCS Ch. 720, Act 550, § 4, "Possession of Cannabis," and processed accordingly.

(E) When a police officer finds a person in possession of drug paraphernalia with the intent to use it in ingesting, inhaling or otherwise introducing cannabis into the human body or in preparing cannabis for that use, he or she may, in lieu of filing a complaint or arresting the person, issue the person an ordinance violation ticket. A person to whom a citation is issued shall be fined a minimum of \$100 and a maximum of \$750, and may settle the violation by paying to the city the amount set forth in the ordinance violation ticket, not more than ten days

after the time the violation was committed. If the person to whom a citation was issued fails to settle within ten days, the amount of settlement, prior to a court appearance, shall be double.

Section 4. The officers, employees and/or agents of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the amendments contemplated by this Ordinance.

Section 5. 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 6. The provision 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 7. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8. This ordinance shall be effective and in full force immediately upon passage and approval. A full, true and complete copy of this ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the City as provided by the Illinois Municipal Code, as amended.

[Remainder of page intentionally left blank.]

ADOPTED by the City Council of the City of Berwyn, County of Cook, State of Illinois on this _____ day of _____, 2019, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on this 12th day of February, 2019.

Robert J. Lovero

MAYOR

ATTEST:

Margaret Paul

CITY CLERK

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-3

A Century of Progress with Pride

February 12, 2019

Members of the Berwyn City Council

Re: An Ordinance adopting a Policy Prohibiting Sexual Harassment

Ladies and Gentlemen:

On December 12, 2017 this Honorable chamber passed an Ordinance which adopted the then present policy of the City of Berwyn "Policy Against Discrimination and Harassment in the Workplace". The Sexual Harassment Policy and Culture Ad Hoc Committee has submitted recommendations for additions and clarifications which should be added to our present "Policy", which was referred to the Law Department.

The present Ordinance would be amended to adopt the new policy after the approval by the Council. See attached.

Respectfully Submitted,

Anthony T. Bertuca
City Attorney

ATB:kmc

THE CITY OF BERWYN
THE CITY OF BERWYN, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE ADOPTING A POLICY PROHIBITING SEXUAL
HARRASSMENT FOR THE CITY OF BERWYN, COUNTY OF
COOK, STATE OF ILLINOIS**

ROBERT J. LOVERO, Mayor
MARGARET PAUL, City Clerk

JAMES "SCOTT" LENNON
JOSE RAMIREZ
JEANINE L. REARDON
ROBERT W. 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, Illinois on February 12, 2019.**

ORDINANCE No.: _____

**AN ORDINANCE ADOPTING A POLICY PROHIBITING SEXUAL
HARRASSMENT FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE
OF ILLINOIS.**

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

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0554, an Act concerning government, which became effective immediately, dated November 16, 2017; and

WHEREAS, pursuant to the Act, each governmental unit shall adopt an ordinance or resolution establishing a policy to prohibit sexual harassment; and

WHEREAS, it is the desire of the corporate Authorities to adopt as an Amended Ordinance the present “Policy of the City of Berwyn Against Discrimination and Harassment in the Workplace” (Exhibit A); and

WHEREAS, should any provision of this Ordinance or the adopted Policy Prohibiting Sexual Harassment be declared to be invalid, that decision shall not affect the validity of this Ordinance or adopted Policy Prohibiting Sexual Harassment as a whole or any part thereof, other than the part so declared to be invalid;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City’s Home Rule Powers, as follows:

Section 1. The Policy Prohibiting Sexual Harassment, included as Exhibit A to this Ordinance, is hereby adopted.

Section 2. This Ordinance shall be in full force and effect on February 12, 2019.

[INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Berwyn, County of Cook, State of Illinois on this 12th day of February, 2019, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on this ____ day of _____, 2019.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

POLICY
AGAINST DISCRIMINATION, HARASSMENT, AND SEXUAL MISCONDUCT

I. STATEMENT OF POLICY

It is the policy of the City of Berwyn ("the City") that all employees engage in the highest possible professional standards and that all persons be treated fairly, civilly and with respect. To this end, It is the policy of the City of Berwyn ("the City") that it will not tolerate or condone discrimination or harassment on the basis of race, color, religion, sex, gender, gender-identity, gender-expression, sexual orientation, genetic information, national origin, age, physical or mental disability, pregnancy, childbirth (or common conditions related thereto) ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status, citizenship status, or any other classification prohibited under federal or state law. Sexual misconduct is also prohibited.

The City will neither tolerate nor condone discrimination, harassment or sexual misconduct by employees, managers, supervisors, elected officials, co-workers, or non-employees with whom the City has a business, service, or professional relationship. "Employee" for purposes of this Policy includes any individual performing services for the City, an apprentice, an applicant for apprenticeship, an unpaid intern or volunteers. Retaliation against an employee who complains about or reports any act of discrimination, harassment or misconduct in violation of this policy is prohibited. Retaliation against any employee who participates in an investigation pursuant to this policy is likewise prohibited. The City is committed to ensuring and providing a work place free of discrimination, harassment, sexual misconduct and retaliation. The City will take disciplinary action, up to and including termination, against an employee who violates this policy.

II. DEFINITION OF SEXUAL HARASSMENT

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and

POLICY

AGAINST DISCRIMINATION, HARASSMENT, AND SEXUAL MISCONDUCT

threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation.

III. RESPONSIBILITIES

A. Supervisors

Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

1. Monitoring the workplace environment for signs of discrimination, harassment or sexual misconduct;
2. Immediately notifying law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois.
3. Immediately notifying the Department of Children and Family Services (DCFS) Hotline (1-800-25-ABUSE or 1-800-252-2873) if the observed or complained of conduct involves the abuse of a minor.
4. Immediately stopping any observed acts of discrimination, harassment or sexual misconduct and taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision;
5. Immediately reporting any complaint of harassment, discrimination or sexual misconduct to their Department Head; and
6. Take immediate action to limit the work contact between the individuals when there has been a complaint of discrimination, harassment or sexual misconduct, pending investigation.

B. Employees

Each employee is responsible for assisting in the prevention of discrimination, harassment and sexual misconduct through the following acts:

1. Refrain from participation in, or encouragement of, actions that could be perceived as discrimination, harassment or sexual misconduct.
2. Immediately reporting any violations of this policy to a supervisor and law enforcement ((if appropriate under the circumstances) and/or DCFS (if appropriate under the circumstances). Employees are obligated to report violations of this policy as soon as they occur. An Employee should not wait until the conduct becomes unbearable before reporting the prohibited conduct. All Employees are obligated to report instances of prohibited conduct, even if the conduct is merely observed and directed toward another individual, and even if the other person does not appear to be bothered or offended by the conduct. All Employees are obligated to report instances of prohibited conduct regardless of the identity of the alleged offender (e.g. man, woman, supervisor, elected official, co-worker, volunteer, vendor, and/or member of the public.
3. Encouraging any employee who confides that he/she is the victim of conduct in violation of this policy to report these acts to a supervisor.

POLICY
AGAINST DISCRIMINATION, HARASSMENT, AND SEXUAL MISCONDUCT

Failure to take action to stop known discrimination, harassment or sexual misconduct may be grounds for discipline.

IV. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should, if they feel safe doing so, deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee and her/his immediate supervisor. If the employee is a union member, it may be reported to their union representative as well. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct, which is believed to be sexual harassment, in any of the following ways:

- **Electronic/Direct Communication.** If there is sexual harassing behavior in the workplace, the harassed employee should, if they feel safe doing so, directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- **Contact with Supervisory Personnel.** At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report (unless that person is the harasser/offender) and/or to any of the following: a department head, an ethics officer, the city manager, or the Mayor.
- The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.
- **Resolution Outside Municipality.** The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

Supervisors shall immediately report any conduct that may violate this policy of which they become aware of to their Department Head who will in turn report to the Mayor. The Mayor will advise the City Council of all such complaints.

POLICY
AGAINST DISCRIMINATION, HARASSMENT, AND SEXUAL MISCONDUCT

V. INVESTIGATION PROCEDURES

All reported violations of this policy will be investigated. The investigation will be conducted thoroughly and promptly. It may include interviews with the person making the complaint; the person against whom the complaint is made, any potential witnesses identified by either person, as well as with others whom the City believes may have relevant information. Employees are expected to cooperate in this process. The investigation may also include review of pertinent documents and other materials. In most circumstances, the person making the complaint will be requested to put their complaint in writing, honestly setting forth full particulars (such as the date, time, location, presence of any witnesses, etc.) to ensure that all possible violations of this policy are properly investigated.

The investigation will be conducted in a manner that protects the confidentiality of those involved to the extent reasonably possible. Employees involved in an investigation may be instructed to or instructed not to discuss the investigation with other employees depending upon the specific circumstances of the investigation. The City will use the criteria set forth in rulings of the National Labor Relations Board in making these determinations.

The results of the investigation will be discussed with the person making the complaint and the person against whom the complaint is made. This complaint procedure is a critical part of the City's efforts to eliminate unlawful workplace harassment. Persons who believe they have been unlawfully harassed or who receive reports of unlawful harassment of others are required to use it. A request not to investigate a reported violation of this policy cannot be honored.

The results of the investigation shall be reported to the Mayor and the City Council along with a prevention analysis.

VI. PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS

No municipal official, manager or employee or any municipal agency or office shall take any retaliatory action against any municipal employee due to a municipal employee's or any other person/resident's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

POLICY
AGAINST DISCRIMINATION, HARASSMENT, AND SEXUAL MISCONDUCT

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

VII. CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT

Where harassment, discrimination or sexual misconduct has been found to have occurred, the City will take prompt and proportionate disciplinary action, up to and including discharge, based on the behavior(s) at issue and the severity of the infraction. This disciplinary action may, but need not necessarily, include:

- a. Verbal or written reprimand;
- b. Placing the offending employee on a corrective action plan for a period of time to be identified;
- c. Delay in pay increases or promotions;
- d. Suspending the offending employee from work without pay;
- e. Demotion;
- f. Immediate termination.

In addition to any and all other disciplinary action that may be taken by the City, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the municipality and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the municipality

POLICY
AGAINST DISCRIMINATION, HARASSMENT, AND SEXUAL MISCONDUCT

shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

Upon completion of the investigation, the City will advise the complaining employee of the results of the investigation, including action taken, if any, against the offending individual.

VIII. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith, which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

IX. ADDITIONAL RESOURCES

If you have any questions concerning the City's policies on this matter, please see your supervisor or the City Attorney. Further information may also be obtained from the Illinois Department of Human Rights, 312-814-6200, or the Equal Employment Opportunity Commission (EEOC), 800-669-4000 or for matters involving the abuse of minors the Illinois Department of Children and Family Services (DCFS), 800-25-ABUSE.

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-4

A Century of Progress with Pride

February 12, 2019

To: Mayor Robert J. Lovero & City Council Members

From: Anthony Bertuca, City Attorney
Nicole Campbell, Senior Engineer

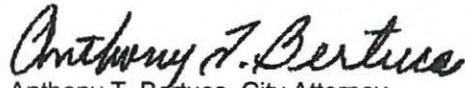
Re: Revisions to Chapter 480 and Sections 484.02, 484.03, 484.08A Regarding Parking and Section 672.03 Depositing Snow on Streets or Sidewalks

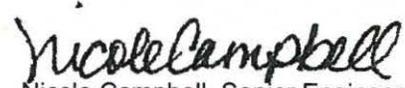
A series of ordinances have been updated to reflect signage improvements that have been completed during various projects. The ordinances are Chapter 480 Parking Generally; Section 484.02 Superzone Parking; 484.03 Depot, Business Reserved and Municipal Permits; Section 484.08A Resident Parking. These ordinances are attached for review. Section 672.03 has been updated for consistency.

Recommendation:

Staff recommends that the revised ordinances are approved to reflect the signage as posted.

Sincerely,


Anthony T. Bertuca, City Attorney


Nicole Campbell, Senior Engineer

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING PARKING AND CHAPTER 480 PARKING
GENERALLY CODE OF THE CODIFIED ORDINANCES OF THE CITY
OF BERWYN**

ROBERT J. LOVERO, Mayor
MARGARET PAUL, City Clerk
CYNTHIA GUTIERREZ, Treasurer

JAMES "SCOTT" LENNON

JOSE RAMIREZ

JEANINE REARDON

ROBERT FEJT

CESAR A. SANTOY

ALICIA RUIZ

RAFAEL AVILA

EDGAR GARCIA

Aldermen

ORDINANCE NO.: _____

**AN ORDINANCE AMENDING PARKING AND CHAPTER 480 PARKING
GENERALLY CODE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN**

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

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

WHEREAS, the Corporate Authorities recognize that regulations regarding to parking are important to the fabric and safety of the community and must be upheld; and

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

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

Section 1: Chapter 480, Parking Generally is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

Section 2: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section

- 480.01 General limitation and prohibition
- 480.02 Illegal parking; removal of vehicles
- 480.03 Parking of mobile homes, snow plows and other heavy vehicles
- 480.04 Parking in alleys
- 480.05 Street ~~cleaning~~ Maintenance and snow emergency parking restrictions
- 480.06 Manner of diagonal parking on Windsor and Stanley Avenues
- 480.07 Limited parking
- 480.08 Prohibited parking
- 480.09 Overnight parking and locations
- 480.10 Curb loading zones

480.99 Penalty

Cross-reference:

- Abandoned vehicles, see Ch. 468*
- Administrative adjudication system, see Ch. 424*
- Parking and Traffic Committee, see §§ 210.14, 210.15*
- Parking bicycles on public rights-of-way, see § 466.05*
- Parking lot and garage operations tax, see Ch. 897*
- Parking meters, see Ch. 482*
- Residential parking, see Ch. 484*
- Use of vehicle immobilization equipment, see § 422.02*

§ 480.01 GENERAL LIMITATION AND PROHIBITION.

No driver of a vehicle shall park the vehicle in a prohibited parking zone, or park in a limited parking zone except as designated by authorized signs.

(Ord. passed 2-19-1958)

§ 480.02 ILLEGAL PARKING; REMOVAL OF VEHICLES.

(A) The Police Department or any member thereof may remove and tow away, or have removed and towed away by a commercial towing service, any motor vehicle parked, stopped or standing in violation of any ordinance or any of the provisions of this chapter.

(B) Motor vehicles towed and removed by either the Police Department or a commercial towing service shall be treated and disposed of in the same manner as abandoned vehicles as set forth in Chapter 468.

(Ord. 85-32, passed 10-15-1985)

§ 480.03 PARKING OF MOBILE HOMES, SNOW PLOWS AND OTHER HEAVY VEHICLES.

(A) Except as otherwise provided in this Traffic Code, no person shall park, in any street, alley, parkway, parking lot or other public rights-of-way in the city, any pickup camper (with a cap higher than six inches above the cab roof), van that exceeds the manufacturer's height, motor home, mobile home, boat or boat trailer, other trailer, tractor, bus, truck whose gross weight exceeds three-fourths of a ton or vehicle of the first or second division, as defined in the State Vehicle Code, when the vehicle is equipped with an attached snow plow.

(B) No person owning, controlling, driving or operating a commercial vehicle shall cause or permit the vehicle to stand or be parked on the streets or in the alleys of the city for a period of time longer than is necessary for:

- (1) The reasonably expeditious loading or unloading of passengers;
- (2) The reasonably expeditious loading, unloading and delivery or pick-up of material; or
- (3) The reasonably expeditious completion of a requested service call or performance of a requested service.

(C) A permit may be granted, for a maximum stay of 48 hours, for one unoccupied mobile home or motor home per family to be parked on a residential street, provided that the permit for the stay is obtained by the owner thereof from the Police Department in advance of the parking. The permit shall be displayed in the front windshield of the mobile home or motor home and may be granted not more than twice in a 12-month period.

(D) (1) As used in this section, **COMMERCIAL VEHICLE** means a vehicle:

- (a) Having a state license plate bearing one or more letters of the alphabet, except "RV" or "CV" preceded by a number;
- (b) Having a written advertisement on the vehicle indicating or promoting a business enterprise for hire;
- (c) Having ladder racks, ladders, brackets, tools or any other paraphernalia in plain view making it obvious that the vehicle is being used for a business enterprise; and/or
- (d) Registered to any legal entity, i.e., a sole proprietorship, a partnership or a corporation.

(2) Commercial vehicles as described hereinabove shall not be parked upon any public way between the hours of 10:00 p.m. and 6:00 a.m. of the following day, any day of the week.

(E) The following commercial vehicles are exempt from the provisions of this section:

- (1) All public utility vehicles used for emergency purposes parked for the necessary period of time to complete and restore all services; and

(2) All rental trucks and moving vans parked overnight for one night with the approval and authorization of the Police Department.

(F) Commercial vehicles as described in this section shall not be parked between the hours of 10:00 p.m. and 6:00 a.m. of the following day, any day of the week, in the following locations:

(1) West Library Parking Lot.

(Ord. 97-45, passed 10-14-1997; Ord. 09-39, passed 10-27-2009; Ord. 11-61, passed 12-27-2011; Ord. 16-06, passed 3-22-2016)

§ 480.04 PARKING IN ALLEYS.

No person shall park an unattended motor vehicle so that any part of the vehicle is parked on or upon any part of an alley in the city.

(Ord. 88-21, passed 6-28-1988; Ord. 90-10, passed 2-27-1990)

§ 480.05 STREET ~~CLEANING~~ MAINTENANCE AND SNOW EMERGENCY PARKING RESTRICTIONS.

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

SNOW EMERGENCY. A **SNOW EMERGENCY** ~~will~~ may be declared and in effect in the city whenever there is a snow accumulation of ~~six~~ twelve inches or more on the ground, ~~and dependent upon forecasted weather conditions.~~ The declaration of a **SNOW EMERGENCY** ~~shall~~ may be called by the city through a universal ~~audible sound communication~~ communication system ~~and~~ or other appropriate methods. ~~The sound can be used only between 8:00 a.m. and 10:00 p.m.~~

TOW AWAY ZONE. For the purpose of this section, any zone, designated by the placing of authorized signs upon any street or public way, where it is unlawful and prohibited for any person to stop, stand, park or leave unattended any motor vehicle in violation of the signs. The signs shall indicate that the standing or parking is prohibited at all times, during designated hours or under designated weather conditions.

(B) *Snow routes and emergencies.*

(1) No person shall stop, stand, park or leave unattended any motor vehicle, or place any barricade, furniture or other obstacle, upon any designated snow route in the city, for each snow ~~emergency occurrence~~ accumulation of six inches regardless whether a snow emergency has been declared, until the removal of snow, from curb to curb, has been completed. The following streets in the city have been designated as snow routes:

□
Cermak Road
East Avenue
Eighteenth Street
Fifteenth Street

Fourteenth Street
Harlem Avenue
Nineteenth Street
Oak Park Avenue
Ogden Avenue
Pershing Road
Ridgeland Avenue
Riverside Drive
Roosevelt Road
Sixteenth Street
Stanley Avenue <u>(North side of Street)</u>
Thirty-Eighth Street
Thirty-Fifth Street (from Lombard Avenue to Ridgeland Avenue)
Thirty-First Street <u>(From Ridgeland Avenue to Harlem Avenue)</u>
Thirty-Fourth Street (from Ridgeland Avenue to Harlem Avenue)
Thirty-Second Street (from Lombard Avenue to Ridgeland Avenue and from Oak Park Avenue to Harlem Avenue)
Thirty-Seventh Street
Thirty-Sixth Street
Twenty-Eighth Street (from Lombard Avenue to Ridgeland Avenue and from East Avenue to Oak Park Avenue)
Twenty-Fifth Street
Twenty-First Street
Twenty-Fourth Street
Twenty-Ninth Street (from Lombard Avenue to Ridgeland Avenue)
Twenty-Seventh Street (from Lombard Avenue to Ridgeland Avenue and from East Avenue to Home Avenue)
Twenty-Sixth Street
Twenty-Third Street
Windsor Avenue <u>(South side of Street)</u>
Two municipal parking lots on Grove Avenue at Thirty-Second Street

(2) No person shall stop, stand, park or leave unattended any motor vehicle, or place any barricade, furniture or other obstacle, upon any designated snow route in the city, for each snow accumulation of two inches regardless whether a snow emergency has been declared, until the removal of snow, from curb to curb, has been completed on the following streets in the city have been designated as snow routes:

Roosevelt Road

~~(32)~~ (a) No person shall stop, stand, park or leave unattended any motor vehicle, or place any barricade, furniture or other obstacle, upon any public street or way in the city, not heretofore listed in division (B)(1) and (B)(2) hereof, under the following conditions:

1. ~~Whenever there is a snow accumulation of six inches or more on the ground, at which time~~ Whenever a snow emergency will have been declared and in effect;

2. Between 9:00 a.m. and 4:00 p.m. seven days a week, including holidays; and

3. On the even street number side of the street on even numbered days of the month and on the odd street number side of the street on odd numbered days of the month.

(b) Violators under this division shall be ticketed.

(C) ~~Commuter parking~~ Depot Parking/Vacin Fairway parking ~~Parking~~ Library Parking Lot.

(1) No person shall stop, stand, park or leave unattended any motor vehicle in the following parking lot areas under the following conditions:

(a) ~~Whenever there is a snow accumulation of six inches or more on the ground, at which time~~ a snow emergency will have been declared and in effect;

(b) Between ~~23:00~~ 3:00 a.m. and ~~56:00~~ 6:00 a.m., ~~and~~ and odd numbered days of the month:

(i) In the Stanley Avenue Depot Parking.

~~(e)~~

(ii) In the Stanley Avenue Commuter Parking Strip on odd numbered days of the month and in the Windsor Avenue commuter parking strip on even numbered days of the month; and in the Vacin Fairway parking lot ~~Parking~~ on the north side of the lot on odd numbered days.

(iii) On the east sides of Wenonah, Home, Clinton, Kenilworth, Grove, Euclid, Wesley, Clarence, Scoville, Gunderson and Elmwood Avenues from Cermak Road north to the northern most alley.

(iv) On the east sides of Cuyler, Highland and Harvey Avenues from Cermak Road north to the alley.

(v) On the east sides of ~~the month~~ Home, Clinton, Kenilworth, Grove, Clarence, Scoville, Gunderson, Elmwood, Cuyler, Highland and Harvey Avenues from Cermak Road south to the alley.

(c) Between 3:00 a.m. and 6:00 a.m. and even numbered days of the month:

(i) In the Windsor Avenue Depot Parking.

(ii) In the Vacin Fairway Parking on the south side of the lot on even numbered days of the month.

(iii) On the west sides of Wenonah, Home, Clinton, Kenilworth, Grove, Euclid, Wesley, Clarence, Scoville, Gunderson and Elmwood Avenues from Cermak Road north to the northern most alley.

(iv) On the west sides of Cuyler, Highland, Harvey and Lombard Avenues from Cermak Road north to the alley.

(v) On the west sides of Clinton, Kenilworth, Grove, Oak Park, Clarence, Scoville, Gunderson, Elmwood, Cuyler, Highland, Harvey and Lombard Avenues from Cermak Road south to the alley.

(2) No person shall stop, stand, park or leave unattended any motor vehicle in the following parking lot areas under the following conditions:

~~(a) From April 1 through November 30, inclusive, between 2:00 a.m. and 5:00 a.m.; and~~

~~(b) In the Windsor Avenue commuter parking strip on Tuesdays and in the Stanley Avenue commuter parking lot on Wednesdays; and in the Vacin Fairway parking strip on the south side of the strip on Tuesdays and on the north side of the strip on Wednesdays.~~

~~(3) No person shall stop, stand, park or leave unattended any motor vehicle in the following parking lot areas under the following conditions:~~

(a) Whenever there is a snow accumulation of two inches or more on the ground;

(b) Between 2:00 a.m. and 7:00 a.m.; and

(c) In the West Library Parking Lot on odd numbered days of the month and in the East Library Parking Lot on even numbered days of the month.

(4) No person shall stop, stand, park or leave unattended any motor vehicle in the following parking lot areas under the following conditions:

(a) Between 2:00 a.m. and 7:00 a.m.; and

(b) In the West Library Parking Lot on Tuesdays and in the East Library Parking Lot on Wednesdays.

(D) ~~Street sweeping and cleaning.~~ Maintenance. No person shall stop, stand, park or leave unattended any motor vehicle upon any public street or way in the city under the following conditions:

(1) From January 1 through December 31, inclusive, between 9:00 a.m. and 4:00 p.m.; and

(2) On the following streets under the following conditions:

(a) On Tuesdays on the west side and on Wednesdays on the east side of the following streets, running from Roosevelt Road south to Pershing Road:

Clinton Avenue
Euclid Avenue
Grove Avenue
Maple Avenue
Wenonah Avenue

(b) On Tuesdays on the east side and on Wednesdays on the west side of the following streets, running from Roosevelt Road south to Pershing Road:

Home Avenue
Kenilworth Avenue
Oak Park Avenue
Wesley Avenue
Wisconsin Avenue

(c) On Thursdays on the west side and on Fridays on the east side of the following streets, running from Roosevelt Road south to Pershing Road:

East Avenue
Gunderson Avenue
Highland Avenue
Lombard Avenue (west side only)
Ridgeland Avenue

(d) On Thursdays on the east side and on Fridays on the west side of the following streets, running from Roosevelt Road south to Pershing Road:

Clarence Avenue

Cuyler Avenue
Elmwood Avenue
Harvey Avenue
Scoville Avenue

(e) On Tuesdays on the south side and on Wednesdays on the north side of the following streets, from Oak Park Avenue west to Wisconsin Avenue:

Thirtieth Place
Twenty-Ninth Place

(f) On Tuesdays on the north side and on Wednesdays on the south side of the following streets:

Thirtieth Street	(from Oak Park Avenue west to Wisconsin Avenue)
Twenty-Ninth Street	(from Kenilworth Avenue west to Harlem Avenue)

(g) On Thursdays on the north side and on Fridays on the south side of the following streets, running from Ridgeland Avenue west to East Avenue:

Fairfield Avenue
Sinclair Avenue
Twenty-Eighth Place
Twenty-Seventh Place
Twenty-Sixth Place

(h) On Thursdays on the south side and on Fridays on the north side of the following streets, running from Ridgeland Avenue west to East Avenue:

Thirty-Second Street

Thirty-Third Street
Twenty-Eighth Street
Twenty-Seventh Street

(i) From January 1 through December 31, inclusive, between ~~23:00~~ 23:00 a.m. and ~~56:00~~ 56:00 a.m. on ~~Wednesdays on Mondays~~ the south side of Windsor Avenue from Harlem Avenue to Oak Park Avenue and from Elmwood Avenue to Ridgeland Avenue;

(j) From January 1 through December 31, inclusive, between ~~23:00~~ 23:00 a.m. and ~~56:00~~ 56:00 a.m. on Tuesdays on the north side of Stanley Avenue from Harlem Avenue to Ridgeland Avenue;

(k) From January 1 through December 31, inclusive, between 7:00 a.m. and 11:00 a.m. on Tuesdays on the north side of 16th Street from Harlem Avenue to Lombard Avenue;

(l) From January 1 through December 31, inclusive, between 7:00 a.m. and 11:00 a.m. on Wednesdays on the south side of 16th Street from Harlem Avenue to Lombard Avenue; ~~and and east and west sides of Euclid Avenue south of 16th Street to the alley.~~

(m) From January 1 through December 31, inclusive, between 7:00 a.m. and 11:00 a.m. on Thursdays on the north side of 26th Street from Harlem Avenue to Lombard Avenue;

(n) From January 1 through December 31, inclusive, between 7:00 a.m. and 11:00 a.m. on Mondays on the south side of 26th Street from Harlem Avenue to Lombard Avenue;

(o) From January 1 through December 31, inclusive, between 7:00 a.m. and 11:00 a.m. on Mondays on the east side of Ridgeland Avenue from 26th Street to 31st Street;

(p) From January 1 through December 31, inclusive, between 7:00 a.m. and 11:00 a.m. on Thursdays on the west side of Ridgeland Avenue from 26th Street to 31st Street; and

(q) On all other east/west streets not specified in this division as follows:

1. On Mondays on the south side on odd dates; and
2. On Mondays on the north side on even dates.

(E) *Further restrictions.* No person shall stop, stand, park or leave unattended any motor vehicle under the following conditions:

(1) Between 3:00 a.m. and 6:00 a.m. seven days a week, including holidays, in the following locations:

(a) Roosevelt Road, running from Lombard Avenue west to Harlem Avenue.

(b) Cermak Road from Harlem Avenue to Lombard Avenue.

(c) Ogden Avenue from Lombard Avenue west to Harlem Avenue. ~~On Maple, Wisconsin, Wrenonah, Home, Clinton, Kenilworth and Grove Avenues from Cermak Road north to the northern most alley.~~

~~(d) On Euclid, Wesley, Clarence, Seoville, Cuyler and Harvey Avenues from Cermak Road north to the alley.~~

~~(e) On the east side of Home Avenue from Cermak Road south to the alley.~~

~~(f) On Clinton, Kenilworth, Grove, Seoville, Cuyler, Highland and Harvey Avenues from Cermak Road south to the alley.~~

~~(g) On the west side of Lombard Avenue from Cermak Road south to the alley.~~

(2) Between 3:00 a.m. and 6:00 a.m. on the days and at the locations specified below:

(a) On Thursdays on the west side of Highland Avenue, from Cermak Road north to the Vacin Fairway.

(b) On Tuesdays on the east side of Highland Avenue, from Cermak Road north to the Vacin Fairway.

(c) On Tuesdays on the west side of Oak Park Avenue from 31st Street to 3300 Oak Park Avenue.

(d) On ~~Tuesdays~~ Mondays on the west side of Grove Avenue from 32nd Street to 34th Street.

(e) On Tuesdays on the north side of 32nd Street from Oak Park Avenue to the alley west.

(f) On Wednesdays on the east side of Oak Park Avenue from 31st Street to 3300 Oak Park Avenue.

(g) On ~~Wednesdays~~ Fridays on the east side of Grove Avenue from 32nd Street to 34th Street.

(h) On Wednesdays on the south side of 32nd Street from Oak Park Avenue to the alley west of Kenilworth Avenue.

(3) Between 4:00 a.m. and 7:00 a.m. on Thursdays at the locations specified below:

(a) East side of Maple Avenue from 16th Street south to the alley.

(b) East side of Wisconsin Avenue from 16th Street north to the alley.

(c) West side of Wenonah Avenue from the cul-de-sac at 16th Street north to the alley.

(d) East side of Wenonah Avenue from 16th Street south to the alley.

~~(e) East and west sides of Euclid Avenue south of 16th Street to the alley.~~

~~(f) East side of Wesley Avenue north of 16th Street to the alley.~~

~~(g)~~ East and west sides of Wesley Avenue south of 16th Street to the alley.

~~(h)~~ West side of Clarence Avenue south of 16th Street to the driveway.

~~(i)~~ East and west sides of Gunderson Avenue at the angled parking located north and south of 16th Street.

(i) East and west sides of Elmwood Avenue at the angled parking located south of 16th Street.

(k) East and west sides of Elmwood Avenue north of 16th Street to the alley.

(F) *Tow away zones.* The Director of Public Works and/or the Superintendent of Police shall each, individually, have the authority to cause any vehicle violating this section to be towed away and to authorize the assessment of towing and storage costs against the legal owner or operator of the vehicle.

(G) *Exceptions.* This section shall not apply to any ambulance, to any emergency vehicle of any governmental agency or to the vehicle of any public utility while the operator of the vehicle is engaged in the necessary performance of emergency duties. This section shall not apply to any vehicle brought to a stop to avoid a collision or standing in compliance with the orders of any police officer or the direction of any traffic control signal.

(H) *Signs.* The Director of Public Works is hereby authorized to post signs as are applicable to carry into effect the provisions of this section.

(Ord. 87-48, passed 9-22-1987; Ord. 97-18, passed 5-13-1997; Ord. 00-56, passed 12-12-2000; Ord. 09-13, passed 3-24-2009; Ord. 09-40, passed 10-27-2009; Ord. 10-10, passed 2-9-2010; Ord. 10-50, passed 8-10-2010; Ord. 11-10, passed 3-8-2011; Ord. 14-24, passed 8-12-2014)

§ 480.06 MANNER OF DIAGONAL PARKING ON WINDSOR AND STANLEY AVENUES.

Pursuant to the authority vested in the Director of Public Works under § 442.01, Council hereby concurs in the regulation of the parking of vehicles in diagonal parking spaces along the north side of Windsor Avenue, the south side of Stanley Avenue and in all municipal parking lots by requiring motorists to pull into (with the front of the vehicle entering the parking space first), and not back into, diagonal parking spaces. The Director shall cause to be erected and maintained official traffic control devices (signs) notifying motorists of this regulation.

(Ord. 95-23, passed 6-13-1995)

§ 480.07 LIMITED PARKING.

(A) Two hour parking from 7:00 a.m. to 5:00 p.m., Monday through Friday, shall be designated in the following locations:

(1) South side of Windsor Avenue, from the east corner of Home Avenue to the west corner of Oak Park Avenue.

(2) ~~—~~ East side of Home Avenue from Windsor Avenue south to the alley.

(3) West and east side of Clinton Avenue from Windsor Avenue south to the alley.

(4) ~~(2)~~ North side of Stanley Avenue from Harlem to Maple Avenues, Clinton to Euclid Avenues and Wesley to Ridgeland Avenues.

(5) ~~(3)~~ East side of Clinton Avenue from Stanley Avenue to the first alley north.

(6) ~~(4)~~ East side of Kenilworth Avenue from Windsor Avenue to the first alley south.
Kenilworth Avenue from Stanley Avenue to the first alley north.

(7) ~~(5)~~ East side of Grove Avenue from Windsor Avenue to the alley located south of 3303 Grove Avenue and from the driveway located at 3347 Grove Avenue south to the

driveway north of 34th Street. West side of Grove Avenue; from the north property line of 3320 Grove Avenue north to the alley, and from Stanley Avenue to 32nd Street.

~~(8)~~ ~~(6)~~ West side of Euclid Avenue from Stanley Avenue to the first alley north.

~~(9)~~ ~~(7)~~ South side of 32nd Street from the alley east of Kenilworth Avenue to Grove Avenue.

~~(10)~~ ~~(8)~~ 34th Street from ~~Grove~~Kenilworth Avenue to Oak Park Avenue.

~~(11)~~ ~~(9)~~ North side of 26th Street from Euclid Avenue to East Avenue.

~~(12)~~ ~~(10)~~ South side of 26th Street from Wesley Avenue to East Avenue.

~~(13)~~ ~~(11)~~ 26th Street from Ridgeland Avenue to Lombard Avenue.

~~(14)~~ ~~(12)~~ East side of Culver Avenue from 26th Street south to the alley.

~~(15)~~ ~~(13)~~ West side of Highland Avenue from 26th Street north to the alley.

~~(16)~~ ~~(14)~~ Both sides of Harvey Avenue from 26th Street north to the alley.

~~(17)~~ ~~(15)~~ West side of Lombard Avenue from 26th Street north to the alley.

(B) Two hour parking from 7:00 a.m. to 5:00 p.m., Monday through Saturday, shall be designated in the following locations:

(1) South side of 16th Street from Maple Avenue to Wisconsin Avenue.

(2) South side of 16th Street from Wenonah Avenue to Home Avenue.

(3) East sides of Maple Avenue and Wenonah Avenue from 16th Street south to the alley.

(4) North side of 16th Street from Wenonah Avenue to Home Avenue.

(5) South side of 16th Street from Clinton Avenue to Grove Avenue.

(6) North side of 16th Street from Oak Park Avenue to Euclid Avenue.

(7) South side of 16th Street from Euclid Avenue to Wesley Avenue.

(8) South side of 16th Street from the alley east of East Avenue to Gunderson Avenue.

(9) South side of 16th Street from the alley east of Ridgeland Avenue to Cuyler Avenue.

(10) West side of Gunderson Avenue from 16th Street south to the alley.

(11) North side of 16th Street from Gunderson Avenue to Ridgeland Avenue.

(12) North side of 16th Street from the alley east of Ridgeland Avenue to Cuyler Avenue.

(13) East and West sides of Elmwood Avenue from 16th Street north to the alley.

(14) West side of Oak Park Avenue from the southern property line of 3300 Oak Park Avenue to 31st Street. East side from Stanley Avenue to 31st Street.

(C) Two hour parking from 9:00 a.m. to 9:00 p.m., Monday through Friday and 9:00 a.m. to 7:00 p.m. on Saturday, shall be designated in the following locations:

(1) North side of Cermak Road from Harlem Avenue to Highland Avenue and Harvey Avenue to Lombard Avenue.

(2) South side of Cermak Road from Home Avenue to Wesley Avenue.

(3) South side of Cermak Road from Clarence Avenue to Lombard Avenue.

(4) Vacin Fairway from ~~Harlem Avenue to Maple Avenue and from~~ Grove Avenue to Lombard Avenue.

(D) Three hour parking from 9:00 a.m. to 9:00 p.m., Monday through Friday and 9:00 a.m. to 7:00 p.m. on Saturday, shall be designated in the following locations:

(1) North side of Cermak Road from Highland Avenue to Harvey Avenue.

(E) Two hour parking shall be designated in the following areas:

(1) ~~(5) On Maple, Wisconsin,~~ On Wenonah, Home, Clinton, Kenilworth and Grove Avenues from Cermak Road north to the northern most alley.

(2) ~~(6)~~ On the east side of Home Avenue from Cermak Road south to the alley.

(3) ~~(7)~~ On Clinton, Kenilworth and Grove Avenues from Cermak Road south to the alley.

(4) ~~(8)~~ West side of Wesley Avenue from Cermak Road south to the alley.

(5) ~~(9)~~ On Clarence Avenue from Cermak Road south to the alley except vehicles displaying zone 4-1 permit.

(6) ~~(10)~~ On Scoville, Gunderson, Elmwood, Cuyler, Highland and Harvey Avenues from Cermak Road south to the alley.

(7) ~~(11)~~ On the west side of Lombard Avenue from Cermak Road south to the alley.

(F) Three hour parking shall be designated in the following areas:

(1) Highland Avenue from Cermak Road north to the alley.

(DG) Two hour parking from 8:00 a.m. to 6:00 p.m., Monday through Saturday, shall be designated in the following locations:

(1) Roosevelt Road from Maple Avenue to East Avenue and from Ridgeland Avenue to Lombard Avenue.

(2) On the east side of Home Avenue from Roosevelt Road south to the alley.

(3) Clarence Avenue from Roosevelt Road south to the alley.

(Ord. 06-03, passed 2-14-2006; Ord. 07-17, passed 4-10-2007; Ord. 07-54, passed 9-25-2007; Ord. 08-23, passed 3-25-2008; Ord. 08-33, passed 4-22-2008; Ord. 09-63, passed 12-22-2009; Ord. 10-30, passed 5-11-2010; Ord. 10-51, passed 8-10-2010; Ord. 11-11, passed 3-8-2011; Ord. 11-38, passed 11-8-11; Ord. 14-23, passed 8-12-2014)

§ 480.08 PROHIBITED PARKING.

In addition to the portions of the Illinois Vehicle Code, adopted and listed under § 420.01, parking is prohibited at the times, days and locations as contained in this section.

(A) Parking prohibited at all times and days:

(1) North side of 16th Street between Wisconsin Avenue and Wenonah Avenue.

(2) North and south sides of 16th Street between Clarence and East Avenues.

- (3) South side of 16th Street between Gunderson and Elmwood Avenues.
- (4) North side of Riverside Drive from the Library Parking Lot west to Harlem Avenue.
- (5) South side of Riverside Drive from Harlem Avenue to Maple Avenue.
- (6) North side of Riverside Drive from the stop bar at Oak Park Avenue west 100 feet.
- (7) South side of Riverside Drive from the stop bar at Oak Park Avenue west 225 feet.
- (8) North side of Riverside Drive from the stop bar at Oak Park Avenue east 120 feet.
- (9) South side of Riverside Drive from the stop bar at Oak Park Avenue east 225 feet.
- (10) North side of 35th Street from Ridgeland Avenue to Lombard Avenue.
- (11) South side of 35th Street from Ridgeland Avenue east to the first alley.
- (12) East side of Oak Park Avenue from the stop bar at Riverside Drive north 115 feet.
- (13) West side of Oak Park Avenue from the stop bar at Riverside Drive north 115 feet.
- (14) East side of Oak Park Avenue from the stop bar at Riverside Drive south 250 feet.
- (15) West side of Oak Park Avenue from the stop bar at Riverside Drive south 250 feet.
- (16) East side of Ridgeland Avenue starting at the alley south of Roosevelt Road continuing 30 feet south of the alley.

~~(B) Parking prohibited 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. Monday through Friday.~~

~~(1) West side of Oak Park Avenue from 14th Street to 15th Street.~~

(Ord. 09-38, passed 10-27-2009; Ord. 10-07, passed 1-26-2010; Ord. 10-52, passed 8-10-2010; Ord. 10-66, passed 10-26-2010; Ord. 11-09, passed 2-22-2011)

§ 480.09 OVERNIGHT PARKING AND LOCATIONS.

Overnight parking is allowed in the following areas under the conditions as provided in this Traffic Code. All vehicles parked in accordance with this chapter must also abide by any provisions set forth in § 480.05.

(A) Vacin Fairway. Overnight parking is between the hours of 10:00 p.m. and 6:00 a.m. of the following day, any day of the week. Overnight parking is permitted:

- (1) For passenger vehicles and motorcycles displaying Berwyn resident parking permits (also referred to as “vehicle sticker”).
- (2) For non-resident passenger vehicles and motorcycles displaying Vacin Fairway Permits.
- (3) For non-resident passenger vehicles and motorcycles displaying a legally obtained and properly displayed Berwyn visitor parking pass or temporary visitor parking pass.
- (4) For commercial vehicles, as defined in § 480.03, with a commercial vehicle parking permit.

(B) Stanley and Windsor Avenues Depot Parking. Overnight parking is between the hours of 6:00 p.m. and 7:00 a.m. of the following day, any day of the week. Overnight parking is permitted:

(1) For commercial vehicles, as defined in § 480.03, with a commercial vehicle parking permit, along the BNSF rail line between Wisconsin Avenue and Home Avenue and between East Avenue and Ridgeland Avenue.

(C) Library East Lot. Overnight parking is between the hours of 9:00 p.m. and 7:00 a.m. of the following day, any day of the week. Overnight parking is permitted:

(1) For passenger vehicles and motorcycles displaying Berwyn resident parking permits (also referred to as "vehicle sticker").

(2) For non-resident passenger vehicles and motorcycles displaying a legally obtained and properly displayed Berwyn visitor parking pass or temporary visitor parking pass.

(3) For commercial vehicles, as defined in § 480.03, with a commercial vehicle parking permit.

(Ord. 09-62, passed 12-22-2009; Ord. 11-62, passed 12-27-2011)

§ 480.10 CURB LOADING ZONES.

(A) The Director of Public Works is authorized to determine the location of loading zones and place and maintain appropriate signs indicating the same, stating the hours during which the provisions of this section are applicable.

(1) It shall be unlawful to park any vehicle in any place designated as a curb loading zone during the days of the week or hours of the day when the restrictions applicable to such zones are in effect, except for the expeditious loading and unloading of passengers or the delivery of goods and services. Vehicles occupying these zones for this purpose are limited to a period not to exceed 30 minutes, unless posted otherwise, and must have their hazard lights flashing at all times while the vehicle is stopped in a loading zone.

(2) The Director shall not designate any loading zone upon the request of any person unless the person makes application for a permit for the zone and for two signs to indicate the ends of each zone. Application for a loading zone shall be made to the City Collector's Office on forms provided for that purpose. The application shall indicate the applicant's name, address, telephone number and any information the City Collector's Office may require. Upon receipt of the application the Director shall review the location and determine that the installation of a loading zone will not negatively impact parking, traffic or the current conditions present at the requested location. The city, upon granting a permit and issuing the signs, shall collect from the applicant and deposit in the City Treasury a service fee of \$100 per year. The city may impose conditions upon the use of the signs and for reimbursement to the city for the value thereof in the event of their loss or damage and for the return of the signs in the event of their misuse or upon the expiration of the permit. Every such permit shall expire on December 31 of each year.

(B) Vehicles in violation of this section are subject to citation and towing at the owner's expense.

(C) Fifteen minute loading areas, shall be designated in the following areas, under the following conditions:

(1) Between 9:00 a.m. and 9:00 p.m. on Wesley Avenue from 16th Street south to the southern property line of the North Berwyn Park District Community Center.

(Ord. 10-05, passed 1-12-2010; Ord. 10-53, passed 8-10-2010) Penalty, see § 480.99

§ 480.99 PENALTY.

See § 422.99 for general Traffic Code penalty if no specific penalty is provided.

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

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

Adopted by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of _____ 2019, pursuant to a roll call vote, as follows:

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

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2019.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING SUPERZONE PERMIT PARKING AND
AMENDING SECTION 484.02 OF THE TRAFFIC CODE OF THE
CODIFIED ORDINANCES OF THE CITY OF BERWYN**

ROBERT J. LOVERO, Mayor
MARGARET PAUL, City Clerk
CYNTHIA GUTIERREZ, Treasurer

JAMES "SCOTT" LENNON
JOSE RAMIREZ
JEANINE REARDON
ROBERT FEJT
CESAR A. SANTOY
ALICIA RUIZ
RAFAEL AVILA
EDGAR GARCIA
Aldermen

ORDINANCE NO.: _____

AN ORDINANCE AMENDING SUPERZONE PERMIT PARKING AND AMENDING SECTION 484.02 OF THE TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN

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

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

WHEREAS, the Corporate Authorities recognize that parking regulations are important to the fabric and safety of the community and must be upheld; and

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

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

Section 1: Section 484.02, Superzone Decals is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

Section 2: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

§ 484.02 SUPERZONE DECALS

(A) A resident who lives along the block directly adjacent to the particular sides of the streets in the blocks described in division (C) hereof, and who purchases a city vehicle license as required by Chapter 462, shall be furnished with a SuperZone parking permit decal to be devised and issued by the City Collector and which is to be distinctive for each described area or zone.

(B) SuperZone parking permit decals issued under this section shall be combined with the vehicle license (vehicle sticker) required by Chapter 462.

(C) The following shall be the particular and distinct areas or zones for which a SuperZone parking permit decal shall be issued to residents living in the areas or zones under this section:

(1) Residents living on Euclid Avenue from Thirty-Fourth Street to Ogden Avenue; Wesley Avenue from Windsor Avenue to 34th Street; Thirty-Third Street from Euclid Avenue to Clarence Avenue; and Thirty-Fourth Street from Oak Park Avenue to Euclid Avenue;

(2) Residents living on Grove Avenue from Thirty-First Street to Thirty-Second Street;

(3) Residents living on Home Avenue from Cermak Road to Riverside Drive;

(4) Residents living on the east side of Wesley Avenue and on the west side of Euclid Avenue, both from Fourteenth Street to Fifteenth Street, residents living on the east side of Maple Avenue from Fifteenth Street to Sixteenth Street, and residents living on the west side of the 1500 block of Maple Avenue from the alley south to Sixteenth Street (7133 W. Sixteenth Street);

(5) Residents living on the south side of Windsor Avenue from Harlem Avenue to Wenonah Avenue and on Maple, Wisconsin and Wenonah Avenues from Windsor Avenue to Thirty-Fourth Street;

(6) Residents living on Kenilworth Avenue from Windsor Avenue to Thirty-Fourth Street;

(7) Residents living at 6839 West Thirty-Fourth Street and at 6901 West Thirty-Fourth Street;

(8) Residents living at 3249 Kenilworth Avenue and 3251 Kenilworth Avenue;

(9) Residents living on both the east and west sides of Maple Avenue in the 1600, 1800, 1900 and 2100 blocks;

(10) Residents living on Wenonah Avenue from Fifteenth Street to the alley lying north of Sixteenth Street;

(11) SuperZone permit parking shall be provided on the west side of Grove Avenue from the alley north of 34th Street to 3326 Grove Avenue; and on the east side of Grove Avenue from the driveway north of 34th Street to the driveway 100 feet to the north (3347 South Grove Avenue); and

(12) Residents living on Clarence Avenue from Cermak Road to Twenty-Third Street.

(13) Residents living on Wesley Avenue from Twenty-Fifth Street to Twenty-Sixth Street.

(14) Residents living on Elmwood Avenue from Sixteenth Street to Eighteenth Street.

(15) Residents living on Grove Avenue from the alley south of Roosevelt Road to Thirteenth Street.

(16) Residents living on Elmwood Avenue from Windsor Avenue south to 32nd Street.

(17) Residents living on 32nd Street from Gunderson Avenue east to Ridgeland Avenue.

(18) Residents living on Windsor Avenue from Gunderson Avenue east to Ridgeland Avenue.

(19) Residents living on 24th Street from Home Avenue east to Clinton Avenue.

(D) There shall be restricted residential parking on the 1600 Block of Wesley Avenue from Sixteenth Street south to Eighteenth Street, and designated as "Resident Parking Only" with special zone stickers required for all cars parked on the street.

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

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

Adopted by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of _____ 2019, pursuant to a roll call vote, as follows:

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

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2019.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING DEPOT, BUSINESS RESERVED AND
MUNICIPAL PERMIT PARKING AND SECTION 484.03 OF THE
CODIFIED ORDINANCES OF THE CITY OF BERWYN**

ROBERT J. LOVERO, Mayor
MARGARET PAUL, City Clerk
CYNTHIA GUTIERREZ, Treasurer

JAMES "SCOTT" LENNON

JOSE RAMIREZ

JEANINE REARDON

ROBERT FEJT

CESAR A. SANTOY

ALICIA RUIZ

RAFAEL AVILA

EDGAR GARCIA

Aldermen

ORDINANCE NO.: _____

AN ORDINANCE AMENDING DEPOT, BUSINESS RESERVED AND MUNICIPAL PERMIT PARKING AND SECTION 484.03 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN

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

WHEREAS, the Mayor and the City Council of the City of Berwyn (the "Corporate Authorities") has adopted a Parking Code, which has been amended from time to time;

WHEREAS, the Corporate Authorities recognize that regulations regarding to parking are important to the fabric and safety of the community and must be upheld; and

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

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

Section 1: Section 484.03 Depot, Business Reserved and Municipal Permit Parking is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

Section 2: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

484.03 DEPOT, BUSINESS RESERVED AND MUNICIPAL PERMIT PARKING

(A) Council shall establish certain parking spaces within the City as permit parking only spaces, such spaces to be designated by signs indicating "Depot Permit Parking Only", "Business Reserved Permit Parking" or "Municipal Permit Parking".

(B) Depot, business reserved and municipal permits to park in such spaces are available upon application to the City Collector on a form to be provided for this purpose, which application shall include the name, address and telephone number of the applicant.

(C) Locations and Fees.

(1) The fee for a Depot Parking Permit is one-hundred dollars (\$100.00) per quarter or three hundred and seventy five dollars (\$375.00) per year, and the number of permits shall be limited by availability. All parking spaces designated as "Depot Permit Parking" shall be used as public parking after 6:00 p.m. until 6:00 a.m., Monday through Friday and all day Saturday, Sunday and holidays.

(a) Depot Permit Parking is available along the north side of Windsor Avenue and the south side of Stanley Avenue, in which the designated spaces are clearly marked with signs.

(b) Depot Permits can be used on levels 1, 2, 3 and 4 of the Municipal Garage located at 3320 Grove Avenue.

(2) The fee for a Business reserved parking permit is two hundred and twenty five dollars (\$225.00) per year, and the number of permits shall be marked or otherwise limited by availability. Business Permit Parking shall be valid from 7am-7pm at these locations within the City:

(a) West side of Kenilworth Avenue from Windsor Avenue to the first alley south (9 spaces).

~~(b) East side of Clinton Avenue from Windsor Avenue to the first alley south (3 spaces).~~

~~(c) East side of Home Avenue from Windsor Avenue to the first alley south (5 spaces).~~

~~(d) South side of 32nd Street from Grove Avenue to the first alley west (3 spaces).~~

~~(e)~~(b) North side of 32nd Street from Oak Park Avenue to the first alley west (10 spaces).

~~(f)~~(c) South side of 32nd Street from Grove Avenue to Oak Park Avenue
(3 spaces).

~~(g)~~(d) Two (2) spaces on Stanley Avenue at Oak Park Avenue.

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

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

Adopted by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of _____ 2019, pursuant to a roll call vote, as follows:

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

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2019.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING RESIDENT PARKING ONLY AND
SECTION 484.08A OF THE CODIFIED ORDINANCES OF THE CITY OF
BERWYN**

ROBERT J. LOVERO, Mayor
MARGARET PAUL, City Clerk
CYNTHIA GUTIERREZ, Treasurer

JAMES "SCOTT" LENNON

JOSE RAMIREZ

JEANINE REARDON

ROBERT FEJT

CESAR A. SANTOY

ALICIA RUIZ

RAFAEL AVILA

EDGAR GARCIA

Aldermen

ORDINANCE NO.: _____

**AN ORDINANCE AMENDING RESIDENT PARKING ONLY AND SECTION 484.08A
OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN**

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

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

WHEREAS, the Corporate Authorities recognize the need for resident parking; and

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

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

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

Section 2: Section 484.08A, Resident of the Codified Ordinances of the City of Berwyn, Cook County, Illinois is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

484.08A RESIDENT PARKING ONLY

- (a) Limitations in addition to Section 484.08 shall be established by ordinance. The locations which are the subject of such additional restrictions shall be clearly marked with signage indicating the days and times.

1) RESIDENT PARKING ONLY 8:00 A.M. TO 10:00 A.M. MONDAY THROUGH FRIDAY

These locations are as follows:

Stanley Avenue from Maple Avenue to Clinton Avenue and from Euclid Avenue to Wesley Avenue.

Maple, Wisconsin, Wenonah and Home Avenues from Stanley Avenue to 31st Street.

Maple, Wisconsin and Wenonah Avenues from 34th to 35th Streets.

West side of Home Avenue from Windsor Avenue to 35th Street. East side of Home Avenue from the alley south of Windsor Avenue to 35th Street.

West side of Clinton Avenue from 31st Street to Stanley Avenue and from Windsor Avenue to 35th Street. East side of Clinton Avenue from 31st Street to the alley north of Stanley Avenue and from the alley south of Windsor Avenue to 35th Street.

Kenilworth Avenue from the alley north of Stanley Avenue to the alley south of 31st Street.

Wesley, Clarence, East and Scoville Avenues from Stanley Avenue to 31st Street.

East side of Gunderson Avenue from Stanley Avenue to 31st Street. West side of Gunderson Avenue from the alley north of Stanley Avenue to 31st Street. Gunderson from the first alley south of Windsor to 34th Street.

North side of 31st Street from Maple Avenue to Scoville Avenue. South side of 31st Street from Harlem Avenue to Clinton Avenue and from the alley east of Kenilworth Avenue to Oak Park Avenue and from the alley east of Oak Park Avenue to Gunderson Avenue.

North side of 32nd Street from the first alley east of Harlem Avenue to Grove Avenue. South side of 32nd Street from the first alley east of Harlem Avenue to the alley east of Kenilworth Avenue. 32nd Street from Gunderson Avenue to Lombard Avenue.

34th Street from Harlem Avenue to Grove Avenue.

2) RESIDENT PARKING ONLY 8:00 A.M. TO 4:00 P.M. MONDAY THROUGH FRIDAY

These locations are as follows:

Wesley Avenue from 34th Street to Ogden Avenue.

Clarence and East Avenues from Windsor Avenue to Ogden Avenue.

33rd and 34th Streets from Clarence to East Avenues.

3) RESIDENT PARKING ONLY 8:00 A.M. TO 5:00 P.M. MONDAY THROUGH SATURDAY

These locations are as follows:

Wesley, Clarence, East and Scoville Avenues from 19th Street to Vacin Fairway.

Wesley Avenue from the alley south of Cermak Road to 23rd Street.

19th Street from Wesley to Scoville Avenues.

21st Street from Wesley to Scoville Avenues.

23rd Street from Euclid to Gunderson Avenues.

4) RESIDENT PARKING ONLY 5:00 P.M. TO 9:00 A.M.

These locations are as follows:

Scoville, Gunderson, Elmwood, Ridgeland, Cuyler, Highland and Harvey Avenues from the east-west alley south of Cermak Road to 23rd Street.

Cuyler Avenue from 23rd Street to 24th Street.

23rd Street from Ridgeland to Highland Avenues.

5) RESIDENT PARKING ONLY 7:00 P.M. TO 6:00 A.M.

These locations are as follows:

South side of 29th Street from Harlem Avenue to Wisconsin Avenue.

North side of 29th Street from the alley east of Harlem Avenue to Wisconsin Avenue.

30th Street from the alley east of Harlem Avenue to Wisconsin Avenue.

Maple Avenue from 29th Street to 31st Street.

5) **6)** RESIDENT PARKING ONLY

These locations are as follows:

14th Street from Grove Avenue to Euclid Avenue.

35th Street from Oak Park Avenue to Euclid Avenue.

Maple Avenue from 38th Street to Pershing Road.

Wenonah Avenue from 36th Street to Ogden Avenue.

Clinton Avenue from 18th Street to the northernmost alley north of Cermak Road.

Oak Park Avenue from 13th Street to 15th Street.

Oak Park Avenue from 34th Street to Ogden Avenue.

Cuyler Avenue from 33rd Street to the alley north of Ogden Avenue.

Harvey Avenue from Ogden Avenue to 35th Street.

Lombard Avenue from Ogden Avenue to 35th Street.

6) **7)** RESIDENT PARKING ONLY 3:00 A.M. TO 9:00 A.M.

These locations are as follows:

Lombard Avenue from Roosevelt Road to Pershing Road (39th Street)

- (b) Enforcement of restrictions created under this section shall not be enforced until such times as signs indicating the parking restrictions are posted. Enforcement of the parking restrictions may begin on each City block only as signs indicating parking restrictions are posted on each individual City block.

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

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

Adopted by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of _____ 2019, pursuant to a roll call vote, as follows:

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

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2019.

Robert J. Lovero
MAYOR

ATTEST:

Margaret Paul
CITY CLERK

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING DEPOSITING SNOW ON STREETS AND
SIDEWALKS AND SECTION 672.03 OF THE CODIFIED ORDINANCES
OF THE CITY OF BERWYN**

ROBERT J. LOVERO, Mayor
MARGARET PAUL, City Clerk
CYNTHIA GUTIERREZ, Treasurer

JAMES "SCOTT" LENNON
JOSE RAMIREZ
JEANINE REARDON
ROBERT FEJT
CESAR A. SANTOY
ALICIA RUIZ
RAFAEL AVILA
EDGAR GARCIA
Aldermen

ORDINANCE NO.: _____

**AN ORDINANCE AMENDING DEPOSITING SNOW ON STREETS AND SIDEWALKS
AND SECTION 672.03 OF THE CODIFIED ORDINANCES OF THE CITY OF
BERWYN**

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

WHEREAS, the Mayor and the City Council of the City of Berwyn (the "Corporate Authorities") has adopted a Safety, Sanitation and Health Code, which has been amended from time to time;

WHEREAS, the Corporate Authorities recognize that regulations regarding snow removal are important to the fabric and safety of the community and must be upheld; and

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

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

Section 1: Section 672.03 Depositing snow on streets or sidewalks is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

Section 2: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

672.03 DEPOSITING SNOW ON STREETS OR SIDEWALKS.

After a snow ~~amounting to three inches or more has fallen~~, no person, except a person employed by the city and engaged in snow removal operations therefor, shall shovel, dump, plow, cast, throw, drop, place, sweep or deposit any snow, ice or slush on any portion of a street, sidewalk, alley or public place or on any fire hydrants.

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

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

Adopted by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of _____ 2019, pursuant to a roll call vote, as follows:

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

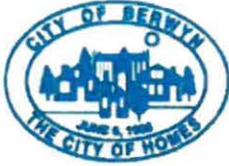
Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2019.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

J-5



Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT
"Serving with Pride"



Chief of Police
Michael D. Cimaglia

29 January 2019

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

RE: Request to promote three (3) Patrol Officers to Sergeant

Ladies and Gentlemen,

On January 25, 2019, at the recommendation of the Hillard-Heintze Assessment Center; the Illinois Municipal Police Association (IMPA) settled several grievances and Unfair Labor Complaints that were pending with the Berwyn Police Department and the City of Berwyn. As a part of the grievance settlement I am requesting that the following Police Officers be promoted from Patrolman to the Civil Service Rank of Sergeant at the Berwyn City Council meeting scheduled for Tuesday, February 12, 2019. The officers who are being promoted will be utilized as floating supervisors. These promotions will allow the Administration to distribute some additional responsibilities from Administrators to the rank and file supervisors as recommended by the Hillard-Heintze assessment report. As part of the settlement agreement, please postdate the officers' seniority date to December 31, 2018. To be promoted are:

- Patrol Officer Casey C. Stefano
- Patrol Officer Brian K. Koski
- Patrol Officer Matthew J. Boskovich

Thank you in Advance,

Michael D. Cimaglia
Chief of Police
Berwyn Police Department



City of Berwyn Police and Fire Commission



Carl Reina, Chairman
Gilbert Pena, Commissioner
Tony Nowak, Commissioner
Tony J. Laureto, Secretary

6401 West 31st St
Berwyn, IL. 60402
www.berwyn-il.gov



City of Berwyn
The City of Homes

Mayor Robert J. Lovero
Alderman Ralph Avila, Chairman of Police and Fire Committee
Chief Michael Cimaglia
City Clerk Margaret M. Paul
City Treasurer Cynthia Gutierrez
Members of the City Council

Date: 1/31/2019
RE: Promotion of Casey Stefano

At the request of Chief Michael Cimaglia, Casey Stefano as the next eligible candidate on the Sergeant Eligibility list, be promoted to the rank of Sergeant in the Berwyn Police Department
The members of the Police and Fire Commission pending approval of the Mayor and the City Council therefore recommend the appointment of Casey Stefano to the rank Sergeant of in the Berwyn Police Department and will be sworn in at the Berwyn Council meeting on 2/12/2019 with the effective start date of 12/31/2018

The Board of Police and Fire Commissioners

Carl Reina, Chairman
Gilbert Pena, Commissioner
Tony Nowak, Commissioner
Tony J. Laureto, Secretary



City of Berwyn Police and Fire Commission



Carl Reina, Chairman
Gilbert Pena, Commissioner
Tony Nowak, Commissioner
Tony J. Laureto, Secretary

6401 West 31st St
Berwyn, IL. 60402
www.berwyn-il.gov



City of Berwyn
The City of Homes

Mayor Robert J. Lovero
Alderman Ralph Avila, Chairman of Police and Fire Committee
Chief Michael Cimaglia
City Clerk Margaret M. Paul
City Treasurer Cynthia Gutierrez
Members of the City Council

Date: 1/31/2019
RE: Promotion of Brian Koski

At the request of Chief Michael Cimaglia, Brian Koski as the next eligible candidate on the Sergeant Eligibility list, be promoted to the rank of Sergeant in the Berwyn Police Department
The members of the Police and Fire Commission pending approval of the Mayor and the City Council therefore recommend the appointment of Brian Koski to the rank Sergeant of in the Berwyn Police Department and will be sworn in at the Berwyn Council meeting on 2/12/2019 with the effective start date of 12/31/2018

The Board of Police and Fire Commissioners

Carl Reina, Chairman
Gilbert Pena, Commissioner
Tony Nowak, Commissioner
Tony J. Laureto, Secretary



City of Berwyn Police and Fire Commission



Carl Reina, Chairman
Gilbert Pena, Commissioner
Tony Nowak, Commissioner
Tony J. Laureto, Secretary

6401 West 31st St
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City of Berwyn
The city of Homes

Mayor Robert J. Lovero
Alderman Ralph Avila, Chairman of Police and Fire Committee
Chief Michael Cimaglia
City Clerk Margaret M. Paul
City Treasurer Cynthia Gutierrez
Members of the City Council

Date: 1/31/2019

RE: Promotion of Matthew Boskovich

At the request of Chief Michael Cimaglia, Matthew Boskovich as the next eligible candidate on the Sergeant Eligibility list, be promoted to the rank of Sergeant in the Berwyn Police Department

The members of the Police and Fire Commission pending approval of the Mayor and the City Council therefore recommend the appointment of Matthew Boskovich to the rank Sergeant of in the Berwyn Police Department and will be sworn in at the Berwyn Council meeting on 2/12/2019 with the effective start date of 12/31/2018

The Board of Police and Fire Commissioners

Carl Reina, Chairman

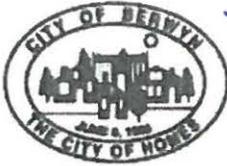
Gilbert Pena, Commissioner

Tony Nowak, Commissioner

Tony J. Laureto, Secretary

J-3

J-6



Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT

"Serving with Pride"



Chief of Police
Michael D. Cimaglia

17 January 2019

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

ITEM NO. 13
DATE 1/22/19
DISPOSITION deferred
2 weeks

RE: Animal Control Service Agreement

Ladies and Gentlemen,

I am respectfully requesting your authorization for me to enter into an agreement with The Dr. Leo Dennis Agustin Animal Foundation, regarding the housing, storage, examination and euthanasia of animals. Currently, the City of Berwyn and the Berwyn Police Department are utilizing Waggin Tails in Cicero through an expired Memorandum of Understanding.

We will continue to utilize Waggin Tails as long as there is available space for the animals that we are recovering and impounding. The Animal Foundation will be a secondary animal shelter that will handle the animals that need to be euthanized. If a problem should arise at Waggin Tails, such as overcrowding then the Animal Foundation will be utilized in place of Waggin Tails.

I have attached a copy of the proposed contract that has already been reviewed and approved by the City Legal Department. I have also attached a copy of the bullet points of the statutes that govern Animal Control responsibilities, duties and euthanasia.

Thank you in Advance,

Michael D. Cimaglia
Chief of Police
Berwyn Police Department

**Shelter Service Agreement Between
Dr Leo Dennis Agustin Animal Foundation and the City of
Berwyn**

6042 Roosevelt Rd
Oak Park, IL 60304
Phone: 708-386-6205
E-mail: aamericanvet88@gmail.com

This Shelter Services Agreement is entered this 18th day of November 2018, between Mrs. Corazon Agustin, dba The Dr Leo Dennis Agustin Animal Foundation. All veterinary services will be rendered by Agustin Veterinary Hospital dba Aamerican Veterinary Hospital, a veterinary hospital licensed by the State of Illinois, (hereinafter referred to as "Contractor") whose business address is 6042 Roosevelt Road, Oak Park, IL 60304, and the municipal city of Berwyn (hereinafter referred to as "City"), whose business address 6401 West 31st Street, Berwyn, IL 60402 and is made with reference to the following facts and understandings:

- A. Contractor is a licensed veterinarian in the State of Illinois, practicing and doing business in the State of Illinois and is engaged in the practice of veterinary medicine, surgery and shelter as a veterinarian.
- B. As a veterinarian, Contractor will provide veterinary services, shelter facilities on behalf of the City subject to the terms and conditions herein specified.
- C. The City is engaged in providing facilities for the care and treatment of animals, and other services not limited herein to the public and wishes to retain the services of Contractor as an independent contractor.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

ARTICLE 1
Duration of Contract

Section 1.1 This Agreement is effective on 18th day of November 2018 and shall remain in effect for two years 18th day of November 2020, or until the services specified herein have been performed, or until terminated in accordance with provisions of Article 7 of this Agreement.

ARTICLE 2
Independent Contractor Status

Section 2.1 Contractor shall always provide services as an independent contractor and shall not provide services as an employee, joint venture, partner or another agent of the

City. Nothing in this Agreement is intended to create or imply any other form of relationship. The City shall not classify Contractor as an employee for any purposes, including the provision of workers compensation coverage, payroll processing or benefits, nor shall the City make any employee-related deduction from payments due to Contractor.

Section 2.2 Non-Exclusive Relationship. The City acknowledges and agrees that Contractor shall have the right to engage in independent veterinary practice and shall have the right to provide shelter or other veterinary services to any other person or entity, before, during, and after the term of this Agreement.

Section 2.3 Use of Contractor's Premises. The City and Contractor understands that, Contractor shall provide the City with access to the premises twenty-four (24) hours, seven (7) days a week, and shall provide its animal control officers with a key to the animal control entrances of the premises.

Section 2.4 Contractor shall conduct Contractor's business in a manner compliant with the laws and professional standards set forth by the Illinois Veterinary Medical Board, the American Veterinary Medical Association and in accordance with the values and ethics of the veterinary profession. The City agrees that it will in no way interfere with Contractor's professional and ethical obligations.

ARTICLE 3 **Definitions**

The Parties agrees that the following definitions shall apply to this Agreement:

Section 3.1 "Animals" shall mean domestic animals such as dogs, cats, and domesticated rabbits, non-indigenous reptiles and shall exclude birds, fowls and livestock as defined herein.

Section 3.2 "Wildlife" shall mean non-domestic animals such as raccoons, possums, and skunks.

Section 3.3 "Birds" and "Fowls" shall be defined as an animal belonging to the class of Aves including members of the parrot family and all game birds, including but not limited to dove quail, duck, goose, pigeon, cardinal, blue jay.

Section 3.4 Redemption Period. Contractor shall hold animals for a period of seven (7) days as per agreed with the City.

ARTICLE 4 **Services Provided by Contractor**

Section 4.1 Contractor agrees to provide premises to house and process animals for the City in a manner to meet its obligations herein as well as meets applicable legal requirements for animal shelters.

Section 4.2 Contractor agrees that it will accept all animals brought to its premises from the City. Such animals shall be impounded under the exclusive control and custody of the Contractor for periods of time as required by the City. The Contractor agrees and represents that it will provide reasonable and appropriate care for all animals delivered to the Contractor by the City. This includes adequate shelter, food, water and all other humane treatment. Prior to deliver to the Contractor, the City shall scan for micro chips or search for a City license and use all reasonable due diligence to notify the licensed owner, if any. The City shall take all injured animals that are licensed and tagged in accordance with the City to the Contractor for treatment.

Section 4.3 Contractor retains sole and absolute discretion and judgment in the manner, method, and means of performing Contractor's duties under this Agreement. This shall include, but not be limited to, Contractor's right to prescribe, treat, and diagnose in accordance with Contractor's professional judgment.

Section 4.4 Contractor shall retain the right to either personally perform the duties covered by this Agreement, and/or provide other licensed veterinarians to perform said duties. Contractor may provide such assistants as deemed necessary to perform the services required by this Agreement. The City may not control, direct, or supervise Contractor's subcontractors, assistants, or employees in the performance of those services.

Section 4.5 Contractor may perform services under this Agreement using Contractor's own supplies, tools, and instrumentals.

ARTICLE 5 Fees

Section 5.1 In consideration for the services to be performed by Contractor, the City agrees to pay Contractor in accordance with Contractor's Schedule of Fees attached hereto. All billing and payments will be made to Aamerican Veterinary Hospital. The amount of fees charged for services may change from time to time and shall be discussed and agreed upon with the City prior to a new fee schedule.

Section 5.2 Fees schedule.

- a. Holding Fee per animal is \$18 per day for seven (7) days.
- b. Euthanasia Fee per animal is \$45 per animal. Includes exam, sedation, and euthanasia.
- c. Disposal Fee of euthanized animal is \$15.
- d. Rabies Observation per animal is \$50 per day for ten (10) days.
- e. If the city requested an animal under Rabies Observation to be euthanized, the cost is \$250 per animal. Which will include an exam, anesthesia, sedation and

euthanasia, removal of head, head to lab (through Cook County Animal Control) and disposal of animal.

ARTICLE 6 **Animal Disposition**

Section 6.1 Disposition Policy. The Contractor shall have the undisputed right, consistent with the City Ordinances. This Agreement to dispose of every animal given into its custody in accordance with the following policy:

- a. To return the animal to its former owner, if possible;
- b. After 7 days, unclaimed animals will be placed for adoption by the Contractor or place the animal to a no kill shelter (such as Animal Care League or Paws, etc.) if animal is adoptable; or
- c. If the animal is unsuitable for adoption, the Contractor will humanely euthanize the animal.

The contractor shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed animals and the suitability of the home offered and shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals. Pursuant to the terms of this Agreement, the Contractor shall have the sole and exclusive right to determine if, and when animals are to be placed in a new home or destroyed but agrees to make a good faith attempt to place animals prior to euthanizing them. Notwithstanding the foregoing, the Contractor shall have the right to humanely euthanize any animal impounded that is found to be physically suffering, injured or have a communicable disease prior to the end of the Redemption Period.

Section 6.2 Impoundments, Boarding, and Adoptions. The Contractor agrees, that if the owner of an impound animal shall claim the animal prior to the Redemption Period the Contractor shall collect from the owner the then current impoundment fee along with the cost of board at the then current rate per animal so impounded. Further, the Contractor shall require the owner of every impound animal to pay all applicable fees including chipping animal, and vaccination fees of an impounded animal which has not been inoculated and chipped, as appropriate. The Contractor shall set, in its sole discretion, all fees, if any, it charges to the public for animal adoption.

Prior to retrieving an animal, residents of the City must visit the Berwyn Police Department, where the owner will be issued a ticket or tickets and a receipt. Residents of the City will need to present the ticket(s) and receipt when retrieving his or her animal.

Section 6.3 Wildlife, Injured, Sick or Infant Animals Requiring Prompt Veterinary Attention. In the event that an animal of the City is wildlife, injured, sick or infant and requires prompt treatment or euthanasia by a veterinarian in order to stabilize that animal's condition, to alleviate pain and suffering, or to prevent the spread of disease including, but not limited to, parvovirus, the City shall immediately transport that animal

directly to Contractor for treatment or euthanasia, the cost of which shall be borne by the City.

Section 6.4 Injured, Sick, or Infant Animals Not Requiring Prompt Veterinary Attention. If an animal of the City is injured, sick, or infant but does not require prompt treatment or euthanasia by a veterinarian, the City shall upon its arrival let the Contractor know.

Section 6.5 Rabies Observation. The Contractor agrees to accept from the City, animals for rabies observation. Such animals delivered for rabies observation shall be isolated for a period of not less than ten (10) days or, in the case of a wild, stray or owner surrendered animal, three (3) days if the Contractor in its sole discretion, decides to euthanize the animal and send it to Cook County Animal Control for rabies testing. The Contractor shall be responsible for the processing, storage and delivery for testing of animal carcasses. The City shall be responsible for the fees incurred. The Contractor shall make available to the City information about the disposition of any rabies suspected animal.

ARTICLE 7

Other Obligations of Contractor

Section 7.1 Contractor agrees to comply with all reasonable requests of the City necessary to performance under this Agreement. Contractor also agrees to provide access to all pertinent information and documentation necessary to the performance of Contractor's services.

Section 7.2 Contractor agrees to provide full access to the boarding portion of the hospital for services provided in this Agreement

Section 7.3 Contractor is responsible for obtaining and maintaining own medical insurance or workers' compensation insurance, to the extent required in the operation of Contractor's business.

Section 7.4 Contractor shall issue to the City invoices on a monthly basis, setting forth the date of service and all fees due for each date of service.

Section 7.5 Except as provided in this Agreement, Contractor may not assign any duties or obligations under this Agreement without the prior written consent of the City.

ARTICLE 8

Obligations of the City

Section 8.1 The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement. The City also agrees to provide access to all pertinent information and documentation necessary to the performance of Contractor's services.

Section 8.2 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the City without the prior written consent of Contractor.

ARTICLE 9
Termination of Contract

Section 9.1 This Agreement shall automatically terminate on the occurrence of any of the following:

- A. Bankruptcy or insolvency of either party;
- B. Sale of business upon sixty (60) days written notice from selling party;
- C. Death of either party (or principal if the party is an entity);
- D. Mutual written consent of both parties;
- E. Default in performance of the Agreement by either party;
- F. Physical or verbal conduct resulting in injury or damage to the other; or
- G. Failure to remit payment as agreed herein.

Section 9.2 This Agreement may be terminated by the City upon 45 days advanced written notice to Contractor. Additionally, Contractor may terminate this agreement upon 45 days advance written notice to the City.

IN WITNESS WHEREOF, this contract is executed in the City of Berwyn, County of Cook, State of Illinois, on the date and year first above written.

CONTRACTOR:

Signature: _____
Mrs. Corazon Agustin date

CLIENT:

Signature: _____
print: date



J-7

BERWYN FIRE DEPARTMENT

6700 W. 26th Street Berwyn, IL 60402-
0701 708-484-1644
FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

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

Thomas Hayes
Assistant Fire Chief
thayes@ci.berwyn.il.us

Date: February 6, 2019

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

From: Fire Chief Denis O'Halloran

Re: Recommendation to award bid for the purchase of a battery powered extrication tool package

Sealed bids were received from Equipment Management Company and Air One Equipment, Inc. The bids were opened publicly and read aloud on Wednesday, January 2, 2019 in the presence of the Deputy City Clerk, Fire Chief and Assistant Fire Chief. Attached is the Tally Sheet for the bids that were received.

Staff recommendation: The staff recommends the purchase of a battery powered extrication tool package consisting of hydraulic cutters, hydraulic spreaders and hydraulic ram with mounting brackets, batteries, battery charging bank, and adapter plug power supply from Air One Equipment, Inc. in the amount of \$25,936.00.

Respectfully Submitted,

Denis O'Halloran
Fire Chief



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 600 - Internal Service Fund										
Account 5630 - Premiums - Liability										
5473 - Insurance Program Managers Group	15123	2017 Audit	Paid by Check # 48857		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,900.00
5473 - Insurance Program Managers Group	15124	2016 Supplement Audit	Paid by Check # 48857		02/06/2019	02/06/2019	02/06/2019		02/13/2019	2,850.00
5473 - Insurance Program Managers Group	15122	2018 Audit	Paid by Check # 48857		02/06/2019	02/06/2019	02/06/2019		02/13/2019	19,250.00
							Account 5630 - Premiums - Liability Totals	Invoice Transactions	3	<u>\$24,000.00</u>
Account 5645 - Premiums - Workmans Comp										
5473 - Insurance Program Managers Group	15121	Renewal Min. Deposit	Paid by Check # 48857		02/06/2019	02/06/2019	02/06/2019		02/13/2019	24,000.00
							Account 5645 - Premiums - Workmans Comp Totals	Invoice Transactions	1	<u>\$24,000.00</u>
							Fund 600 - Internal Service Fund Totals	Invoice Transactions	4	<u>\$48,000.00</u>
							Grand Totals	Invoice Transactions	354	<u>\$1,949,266.78</u>

X-3



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 03 - City Administrator's Office										
Account 5225 - Supplies										
4961 - Chicago Office Products Co.	960245-0	City Administrator Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	93.06
							Account 5225 - Supplies Totals	Invoice Transactions 1		<u>\$93.06</u>
Account 5235 - Postage & Printing										
2705 - Lawndale News	831658	Cleaning Supplies Ad	Paid by Check # 48875		02/06/2019	02/06/2019	02/06/2019		02/13/2019	159.16
2705 - Lawndale News	831656	Floor Mat Rental Ad	Paid by Check # 48875		02/06/2019	02/06/2019	02/06/2019		02/13/2019	159.16
							Account 5235 - Postage & Printing Totals	Invoice Transactions 2		<u>\$318.32</u>
Account 5290 - Other General Expenses										
5594 - Chase	2018-00001680	Chase Credit Card Purchases	Paid by Check # 48783		12/31/2018	12/31/2018	12/31/2018		02/01/2019	32.35
5594 - Chase	2019-00000086	Chase Credit Card Purchases	Paid by Check # 48783		02/01/2019	02/01/2019	02/01/2019		02/01/2019	22.60
							Account 5290 - Other General Expenses Totals	Invoice Transactions 2		<u>\$54.95</u>
							Department 03 - City Administrator's Office Totals	Invoice Transactions 5		<u>\$466.33</u>
Department 04 - City Clerk's Office										
Account 5220 - Training, Dues & Publications										
344 - Illinois Municipal League	2019-00000126	Membership Dues	Paid by Check # 48853		02/06/2019	02/06/2019	02/06/2019		02/13/2019	3,500.00
							Account 5220 - Training, Dues & Publications Totals	Invoice Transactions 1		<u>\$3,500.00</u>
							Department 04 - City Clerk's Office Totals	Invoice Transactions 1		<u>\$3,500.00</u>
Department 10 - Legal										
Account 5110 - Adjudication Program										
2077 - Patrick N. Murray	JANUARY2019	Legal Services Jan. 2019	Paid by Check # 48907		02/06/2019	02/06/2019	02/06/2019		02/13/2019	2,100.00
							Account 5110 - Adjudication Program Totals	Invoice Transactions 1		<u>\$2,100.00</u>
Account 5300 - Professional Services										
2021 - Del Galdo Law Group, LLC	21959	Legal Services Dec. 2018	Paid by Check # 48833		12/31/2018	12/31/2018	12/31/2018		02/13/2019	15,091.38
2021 - Del Galdo Law Group, LLC	21960	Legal Services Dec. 2018	Paid by Check # 48833		12/31/2018	12/31/2018	12/31/2018		02/13/2019	17,572.50
3615 - Francis J. Discipio, LTD	2018-00001686	Legal Services	Paid by Check # 48846		12/31/2018	12/31/2018	12/31/2018		02/13/2019	360.00
5083 - Gary T. Copp	JANUARY2019	Legal Services Jan. 2019	Paid by Check # 48849		02/06/2019	02/06/2019	02/06/2019		02/13/2019	660.00
4501 - Klein, Thorpe and Jenkins, LTD.	200472	Legal Services Dec. 2018	Paid by Check # 48872		12/31/2018	12/31/2018	12/31/2018		02/13/2019	645.12
2113 - Laner Muchin, Ltd.	553195	Legal Services Dec. 2018	Paid by Check # 48873		12/31/2018	12/31/2018	12/31/2018		02/13/2019	2,145.00
2231 - Storino, Ramello & Durkin	76900	Legal Services Dec. 2018	Paid by Check # 48928		12/31/2018	12/31/2018	12/31/2018		02/13/2019	168.30



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 10 - Legal										
Account 5300 - Professional Services										
2231 - Storino, Ramello & Durkin	77062	Legal Services Dec. 2018	Paid by Check # 48928		12/31/2018	12/31/2018	12/31/2018		02/13/2019	7,545.10
							Account 5300 - Professional Services Totals		Invoice Transactions 8	<u>\$44,187.40</u>
							Department 10 - Legal Totals		Invoice Transactions 9	<u>\$46,287.40</u>
Department 12 - Finance										
Account 5225 - Supplies										
4961 - Chicago Office Products Co.	958583-0	Finance Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	187.56
4961 - Chicago Office Products Co.	958913-0	Finance Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	779.99
4961 - Chicago Office Products Co.	959314-0	Finance Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	262.76
4961 - Chicago Office Products Co.	959679-0	Finance Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	109.64
							Account 5225 - Supplies Totals		Invoice Transactions 4	<u>\$1,339.95</u>
Account 5225-01 - Supplies Office										
5260 - Benjamin Daish	2019-00000084	Expense Reimbursement	Paid by Check # 48782		01/29/2019	01/29/2019	01/29/2019		02/01/2019	27.39
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 1	<u>\$27.39</u>
Sub Department 11 - Collector's Office										
Account 5300-03 - Professional Services Service Fees										
1447 - MRA	JANUARY2019	Parking Tickets / Collection Fee /Local Ordinance Hearings	Paid by Check # 48893		02/05/2019	02/05/2019	02/05/2019		02/13/2019	17,509.00
							Account 5300-03 - Professional Services Service Fees Totals		Invoice Transactions 1	<u>\$17,509.00</u>
							Sub Department 11 - Collector's Office Totals		Invoice Transactions 1	<u>\$17,509.00</u>
							Department 12 - Finance Totals		Invoice Transactions 6	<u>\$18,876.34</u>
Department 14 - Human Resources										
Account 5225 - Supplies										
4961 - Chicago Office Products Co.	959513-0	Benefits Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	95.58
4961 - Chicago Office Products Co.	959544-0	Benefits Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	19.78
4961 - Chicago Office Products Co.	959544-1	Benefits Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	14.19
							Account 5225 - Supplies Totals		Invoice Transactions 3	<u>\$129.55</u>
							Department 14 - Human Resources Totals		Invoice Transactions 3	<u>\$129.55</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 16 - Information Technology										
Account 5225 - Supplies										
4961 - Chicago Office Products Co.	958452-0	I.T. Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1.89
4961 - Chicago Office Products Co.	958452-1	I.T. Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	17.38
4961 - Chicago Office Products Co.	958562-0	I.T. Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	227.96
4961 - Chicago Office Products Co.	959068-0	Credit	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	(161.98)
4961 - Chicago Office Products Co.	960050-0	I.T. Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	501.78
							Account 5225 - Supplies Totals		Invoice Transactions 5	<u>\$587.03</u>
Account 5290 - Other General Expenses										
31245 - Verizon Wireless - LeHigh	9823020578	Dec. 26 2018- Jan. 25 2019	Paid by Check # 48939		01/29/2019	01/29/2019	01/29/2019		02/13/2019	578.63
							Account 5290 - Other General Expenses Totals		Invoice Transactions 1	<u>\$578.63</u>
Account 5300 - Professional Services										
4033 - eDot	59374	City Hall Cabling	Paid by Check # 48838		01/29/2019	01/29/2019	01/29/2019		02/13/2019	291.00
							Account 5300 - Professional Services Totals		Invoice Transactions 1	<u>\$291.00</u>
Account 5410 - Hardware Maintenance										
3743 - SEPS, Inc.	80295	SEPS annual UPS maintenance for IT 2 units	Paid by Check # 48924		01/29/2019	01/29/2019	01/29/2019		02/13/2019	2,374.60
3743 - SEPS, Inc.	80353	SEPS annual UPS maintenance for IT 2 units	Paid by Check # 48924		01/29/2019	01/29/2019	01/29/2019		02/13/2019	4,702.76
							Account 5410 - Hardware Maintenance Totals		Invoice Transactions 2	<u>\$7,077.36</u>
Account 5510 - Hardware Purchase										
1800 - CDW Government, Inc.	QSN0611	Replacement Battery	Paid by Check # 48818		01/29/2019	01/29/2019	01/29/2019		02/13/2019	108.47
1800 - CDW Government, Inc.	QWC6962	APC Unit For Engineering	Paid by Check # 48818		01/29/2019	01/29/2019	01/29/2019		02/13/2019	96.43
							Account 5510 - Hardware Purchase Totals		Invoice Transactions 2	<u>\$204.90</u>
Account 5530 - Network Infrastructure										
4024 - AT & T	708788414801-1	City hall phone bills/Jan 2019	Paid by Check # 48796		01/29/2019	01/29/2019	01/29/2019		02/13/2019	46.17
4024 - AT & T	708788324801-1	City hall phone bills/Jan 2019	Paid by Check # 48796		01/29/2019	01/29/2019	01/29/2019		02/13/2019	46.17
4024 - AT & T	708202001701-1	City hall phone bills/Jan 2019	Paid by Check # 48796		01/29/2019	01/29/2019	01/29/2019		02/13/2019	2,607.99
4024 - AT & T	708R07082801-1	Dec. 29- Jan. 28 2019	Paid by Check # 48796		01/29/2019	01/29/2019	01/29/2019		02/13/2019	798.99



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 16 - Information Technology										
Account 5530 - Network Infrastructure										
4025 - AT&T	S667040040-19021	ASE Connectivity/monthly Jan 21 2019	Paid by Check # 48797		01/29/2019	01/29/2019	01/29/2019		02/13/2019	7,482.84
4026 - AT&T	0329325402	Monthly internet access citywide 1gbps/Jan 2019	Paid by Check # 48798		01/29/2019	01/29/2019	01/29/2019		02/13/2019	2,128.00
5330 - AT&T Long Distance	634894336	Att Long Distance	Paid by Check # 48799		01/29/2019	01/29/2019	01/29/2019		02/13/2019	900.61
478 - Comcast Cable	2019-00000094	Comcast for City Hall Feb. 2019	Paid by Check # 48825		01/29/2019	01/29/2019	01/29/2019		02/13/2019	151.85
							Account 5530 - Network Infrastructure Totals	Invoice Transactions 8		<u>\$14,162.62</u>
							Department 16 - Information Technology Totals	Invoice Transactions 19		<u>\$22,901.54</u>
Department 17 - Administrative										
Account 5035-01 - Benefits Health Insurance										
15 - Health Care Service Corporation	2019-00000093	02/19 insurance premiums	Paid by Check # 69600		02/01/2019	02/01/2019	02/01/2019		02/04/2019	943,506.69
							Account 5035-01 - Benefits Health Insurance Totals	Invoice Transactions 1		<u>\$943,506.69</u>
Account 5035-02 - Benefits Dental Insurance										
504 - AETNA	2019-00000091	02/19 insurance premiums	Paid by Check # 69598		02/01/2019	02/01/2019	02/01/2019		02/04/2019	37,108.92
							Account 5035-02 - Benefits Dental Insurance Totals	Invoice Transactions 1		<u>\$37,108.92</u>
Account 5035-03 - Benefits Life Insurance										
16 - Dearborn National Life Insurance Company	2019-00000092	02/19 insurance premiums	Paid by Check # 69599		02/01/2019	02/01/2019	02/01/2019		02/04/2019	7,827.97
							Account 5035-03 - Benefits Life Insurance Totals	Invoice Transactions 1		<u>\$7,827.97</u>
							Department 17 - Administrative Totals	Invoice Transactions 3		<u>\$988,443.58</u>
Department 18 - Fire Department										
Account 5040 - Tuition Reimbursement										
3634 - Kevin R. Cooper	2019-00000100	Tuition Reimbursement	Paid by Check # 48870		02/05/2019	02/05/2019	02/05/2019		02/13/2019	2,050.00
							Account 5040 - Tuition Reimbursement Totals	Invoice Transactions 1		<u>\$2,050.00</u>
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	7166591	Natural Gas Deliveries	Paid by Check # 48819		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,008.55
							Account 5205 - Utilities Totals	Invoice Transactions 1		<u>\$1,008.55</u>
Account 5220 - Training, Dues & Publications										
35677 - Mario Manfredini	1-29-19	Expense Reimbursement	Paid by Check # 48879		02/05/2019	02/05/2019	02/05/2019		02/13/2019	30.00
							Account 5220 - Training, Dues & Publications Totals	Invoice Transactions 1		<u>\$30.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 18 - Fire Department										
Account 5225 - Supplies										
4961 - Chicago Office Products Co.	960063-0	Fire Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	285.55
4961 - Chicago Office Products Co.	960063-1	Fire Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	239.58
4961 - Chicago Office Products Co.	960063-2	Fire Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	33.78
4907 - Building Services of America,LLC	56966	Fire Dept Supplies	Paid by Check # 48814		12/31/2018	12/31/2018	12/31/2018		02/13/2019	51.88
							Account 5225 - Supplies Totals	Invoice Transactions 4		\$610.79
Account 5290 - Other General Expenses										
5745 - Battery Junction	1324775	Batteries	Paid by Check # 48805		02/05/2019	02/05/2019	02/05/2019		02/13/2019	334.04
1171 - US Gas	309116	6-Medical Compressed Oxygen Cylinders	Paid by Check # 48938		02/05/2019	02/05/2019	02/05/2019		02/13/2019	85.00
							Account 5290 - Other General Expenses Totals	Invoice Transactions 2		\$419.04
Account 5400-30 - Repairs & Maintenance Building										
1244 - Berwyn Ace Hardware	30821	Fire Dept Supplies	Paid by Check # 48807		12/31/2018	12/31/2018	12/31/2018		02/13/2019	10.98
1244 - Berwyn Ace Hardware	30844	Fire Dept Supplies	Paid by Check # 48807		12/31/2018	12/31/2018	12/31/2018		02/13/2019	13.98
514 - Berwyn Western Plumbing & Heating	105418	Heating Repairs Jan.2019	Paid by Check # 48809		02/05/2019	02/05/2019	02/05/2019		02/13/2019	529.29
391 - Tele-Tron Ace Hardware	82847	Fire Dept Supplies	Paid by Check # 48932		02/05/2019	02/05/2019	02/05/2019		02/13/2019	22.95
							Account 5400-30 - Repairs & Maintenance Building Totals	Invoice Transactions 4		\$577.20
Account 5400-31 - Repairs & Maintenance Fleet										
5100 - Algor Plumbing and Heating Supply	178958	Screw Repair Kit	Paid by Check # 48790		12/31/2018	12/31/2018	12/31/2018		02/13/2019	13.75
1244 - Berwyn Ace Hardware	30890	Fire Dept Supplies	Paid by Check # 48807		12/31/2018	12/31/2018	12/31/2018		02/13/2019	7.99
5872 - Cummins Sales And Service	F2-69546	Vehicle Repairs	Paid by Check # 48830		02/05/2019	02/05/2019	02/05/2019		02/13/2019	507.97
182 - Freeway Ford Truck Sales, Inc.	518243	Vehicle Repairs	Paid by Check # 48848		02/05/2019	02/05/2019	02/05/2019		02/13/2019	203.90
182 - Freeway Ford Truck Sales, Inc.	518473	Fire Dept Parts	Paid by Check # 48848		02/05/2019	02/05/2019	02/05/2019		02/13/2019	71.24
5881 - NAPA Auto Parts	6308-706250	Fire Dept Parts	Paid by Check # 48894		12/31/2018	12/31/2018	12/31/2018		02/13/2019	129.88
5881 - NAPA Auto Parts	6308-706145	Fire Dept Parts	Paid by Check # 48894		12/31/2018	12/31/2018	12/31/2018		02/13/2019	132.10
							Account 5400-31 - Repairs & Maintenance Fleet Totals	Invoice Transactions 7		\$1,066.83



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 18 - Fire Department										
Account 5500 - Equipment										
1330 - Air One Equipment, Inc.	140266	Fire Dept Parts	Paid by Check # 48788		02/05/2019	02/05/2019	02/05/2019		02/13/2019	895.00
							Account 5500 - Equipment Totals		Invoice Transactions 1	<u>\$895.00</u>
							Department 18 - Fire Department Totals		Invoice Transactions 21	<u>\$6,657.41</u>
Department 20 - Police Department										
Account 5040 - Tuition Reimbursement										
5796 - Daniel J. Piemonte	2018-00001681	Tuition Reimbursement	Paid by Check # 48831		12/31/2018	12/31/2018	12/31/2018		02/13/2019	1,794.98
5796 - Daniel J. Piemonte	2018-00001682	Tuition Reimbursement	Paid by Check # 48831		12/31/2018	12/31/2018	12/31/2018		02/13/2019	1,762.20
5795 - Phillip P. Quattrocchi, Jr.	2018-00001685	Tuition Reimbursement	Paid by Check # 48908		12/31/2018	12/31/2018	12/31/2018		02/13/2019	3,553.84
5688 - Ross Failla	2018-00001683	Tuition Reimbursement	Paid by Check # 48919		12/31/2018	12/31/2018	12/31/2018		02/13/2019	3,451.00
5688 - Ross Failla	2018-00001684	Tuition Reimbursement	Paid by Check # 48919		12/31/2018	12/31/2018	12/31/2018		02/13/2019	3,914.20
							Account 5040 - Tuition Reimbursement Totals		Invoice Transactions 5	<u>\$14,476.22</u>
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	7166591	Natural Gas Deliveries	Paid by Check # 48819		02/06/2019	02/06/2019	02/06/2019		02/13/2019	2,333.40
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$2,333.40</u>
Account 5215-01 - Telephone In-House										
4024 - AT & T	708788401901	Telephones	Paid by Check # 48796		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,185.17
4024 - AT & T	708795560101-1	Dec. 14 2018- Jan.13 2019	Paid by Check # 48796		02/05/2019	02/05/2019	02/05/2019		02/13/2019	204.56
478 - Comcast Cable	2019-00000097	Jan. 24 - Feb. 23 2019	Paid by Check # 48825		02/05/2019	02/05/2019	02/05/2019		02/13/2019	15.98
302 - Sprint	713752663-043	Dec.22 2018- Jan.21 2019	Paid by Check # 48927		02/05/2019	02/05/2019	02/05/2019		02/13/2019	442.89
5703 - Technology Management Revolving Fund	T1918331	LEADS FIBER CIRCUITS	Paid by Check # 48931		12/31/2018	12/31/2018	12/31/2018		02/13/2019	942.40
							Account 5215-01 - Telephone In-House Totals		Invoice Transactions 5	<u>\$2,791.00</u>
Account 5220 - Training, Dues & Publications										
265 - Northeast Multi-Regional Training, Inc.	247973	Training - Auxiliary	Paid by Check # 48898		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,127.00
265 - Northeast Multi-Regional Training, Inc.	247979	Dec.22 2018- Jan.21 2019	Paid by Check # 48898		02/05/2019	02/05/2019	02/05/2019		02/13/2019	525.00
265 - Northeast Multi-Regional Training, Inc.	247978	Aux. Training	Paid by Check # 48898		02/05/2019	02/05/2019	02/05/2019		02/13/2019	645.00



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

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Fund 100 - General Fund										
Department 20 - Police Department										
Account 5220 - Training, Dues & Publications										
265 - Northeast Multi-Regional Training, Inc.	248555	Aux. Training	Paid by Check # 48898		02/05/2019	02/05/2019	02/05/2019		02/13/2019	525.00
265 - Northeast Multi-Regional Training, Inc.	248556	Aux. Training	Paid by Check # 48898		02/05/2019	02/05/2019	02/05/2019		02/13/2019	528.00
20 - Northwestern University Center	2019-00000096	Training	Paid by Check # 48899		02/05/2019	02/05/2019	02/05/2019		02/13/2019	3,000.00
							Account 5220 - Training, Dues & Publications Totals		Invoice Transactions 6	\$6,350.00
Account 5225 - Supplies										
2578 - Aqua Chill of Chicago # 22	2253079	Monthly Cooler Rental	Paid by Check # 48794		02/05/2019	02/05/2019	02/05/2019		02/13/2019	123.00
996 - Case Lots, Inc.	7079	Aux. Training	Paid by Check # 48816		02/05/2019	02/05/2019	02/05/2019		02/13/2019	664.52
4961 - Chicago Office Products Co.	958498-0	P.D. Office Supplies	Paid by Check # 48821		02/05/2019	02/05/2019	02/05/2019		02/13/2019	356.30
4961 - Chicago Office Products Co.	959244-0	P.D. Office Supplies	Paid by Check # 48821		02/05/2019	02/05/2019	02/05/2019		02/13/2019	377.68
574 - Law Enforcement Targets, Inc.	0405938-IN	P.D. Supplies	Paid by Check # 48874		02/05/2019	02/05/2019	02/05/2019		02/13/2019	360.00
574 - Law Enforcement Targets, Inc.	0404561-IN	P.D. Supplies	Paid by Check # 48874		02/05/2019	02/05/2019	02/05/2019		02/13/2019	546.75
5415 - SOS Technologies	156752	P.D. Supplies	Paid by Check # 48926		02/05/2019	02/05/2019	02/05/2019		02/13/2019	66.00
391 - Tele-Tron Ace Hardware	82608	P.D. Building Supplies	Paid by Check # 48932		02/05/2019	02/05/2019	02/05/2019		02/13/2019	190.01
591 - The Sign Edge	190574	Office Supplies	Paid by Check # 48933		02/05/2019	02/05/2019	02/05/2019		02/13/2019	96.00
							Account 5225 - Supplies Totals		Invoice Transactions 9	\$2,780.26
Account 5235 - Postage & Printing										
3303 - Cardinal Tracking, Inc.	118061	Printing Tickets	Paid by Check # 48815		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,787.44
390 - Citadel	141779	Document Destruction	Paid by Check # 48823		02/05/2019	02/05/2019	02/05/2019		02/13/2019	204.00
465 - Diamond Graphics, Inc.	0102829292	Printing	Paid by Check # 48835		02/05/2019	02/05/2019	02/05/2019		02/13/2019	75.00
465 - Diamond Graphics, Inc.	0102829316	Printing	Paid by Check # 48835		02/05/2019	02/05/2019	02/05/2019		02/13/2019	235.00
465 - Diamond Graphics, Inc.	0102829342	Printing	Paid by Check # 48835		02/05/2019	02/05/2019	02/05/2019		02/13/2019	885.00
459 - Federal Express Corporation	6-438-55281	Shipping	Paid by Check # 48844		02/05/2019	02/05/2019	02/05/2019		02/13/2019	65.78
465 - Diamond Graphics, Inc.	0102829349	Printing	Paid by Check # 48835		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,986.00
							Account 5235 - Postage & Printing Totals		Invoice Transactions 7	\$5,238.22



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 20 - Police Department										
Account 5290 - Other General Expenses										
5293 - First Advantage Background Services Corp.	5552381810	Background Checks	Paid by Check # 48845		12/31/2018	12/31/2018	12/31/2018		02/13/2019	32.06
5482 - JG Uniforms	48866	P.D. Uniforms	Paid by Check # 48863		02/05/2019	02/05/2019	02/05/2019		02/13/2019	559.50
5256 - Partners & Paws Veterinary Services	60850	K-9 Medical	Paid by Check # 48905		02/05/2019	02/05/2019	02/05/2019		02/13/2019	428.62
								Account 5290 - Other General Expenses Totals	Invoice Transactions 3	<u>\$1,020.18</u>
Account 5400-30 - Repairs & Maintenance Building										
910 - Johnson Controls Fire Protection LP	85525265	Fire Alarm Repairs	Paid by Check # 48866		02/05/2019	02/05/2019	02/05/2019		02/13/2019	839.00
929 - McDonough Mechanical Services, Inc.	110946	HVAC Repairs	Paid by Check # 48884		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,785.17
345 - Professional Pest Control, Inc.	2019-00000098	Exterminator Fee	Paid by Check # 48910		02/05/2019	02/05/2019	02/05/2019		02/13/2019	65.00
790 - Thyssenkrupp Elevator Corporation	6000348242	Elevator Repair	Paid by Check # 48934		02/05/2019	02/05/2019	02/05/2019		02/13/2019	24,217.00
								Account 5400-30 - Repairs & Maintenance Building Totals	Invoice Transactions 4	<u>\$26,906.17</u>
Account 5400-31 - Repairs & Maintenance Fleet										
2693 - ABC Automotive Electronics	C224753	Vehicle Repairs	Paid by Check # 48785		12/31/2018	12/31/2018	12/31/2018		02/13/2019	150.42
2693 - ABC Automotive Electronics	C225065	Vehicle Repairs	Paid by Check # 48785		02/05/2019	02/05/2019	02/05/2019		02/13/2019	59.00
2693 - ABC Automotive Electronics	C225067	Vehicle Repairs	Paid by Check # 48785		02/05/2019	02/05/2019	02/05/2019		02/13/2019	257.00
5631 - Buddy Bear Car Wash	2019-Jan	111 Car Washes	Paid by Check # 48813		02/05/2019	02/05/2019	02/05/2019		02/13/2019	333.00
2673 - Deece Automotive	31259	Vehicle Maintenance	Paid by Check # 48832		12/31/2018	12/31/2018	12/31/2018		02/13/2019	780.00
2673 - Deece Automotive	31477	Vehicle Maintenance	Paid by Check # 48832		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,688.00
2673 - Deece Automotive	31547	Vehicle Maintenance	Paid by Check # 48832		02/05/2019	02/05/2019	02/05/2019		02/13/2019	2,584.43
2606 - Infinity Communications Group	11374	Printed Vinyl Decals	Paid by Check # 48855		02/05/2019	02/05/2019	02/05/2019		02/13/2019	315.00
32052 - Just Tires	307353	New Tires & Repairs	Paid by Check # 48868		12/31/2018	12/31/2018	12/31/2018		02/13/2019	599.40
32052 - Just Tires	308302	New Tires & Repairs	Paid by Check # 48868		02/05/2019	02/05/2019	02/05/2019		02/13/2019	157.12
32052 - Just Tires	308303	New Tires & Repairs	Paid by Check # 48868		02/05/2019	02/05/2019	02/05/2019		02/13/2019	161.55
32052 - Just Tires	308809	New Tires & Repairs	Paid by Check # 48868		02/05/2019	02/05/2019	02/05/2019		02/13/2019	345.42



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 20 - Police Department										
Account 5400-31 - Repairs & Maintenance Fleet										
1678 - Mike & Sons	36075	Vehicle Maintenance	Paid by Check # 48891		02/05/2019	02/05/2019	02/05/2019		02/13/2019	449.00
5831 - Zeigler Ford North Riverside	637265	Vehicle Maintenance	Paid by Check # 48943		02/05/2019	02/05/2019	02/05/2019		02/13/2019	54.00
							Account 5400-31 - Repairs & Maintenance Fleet Totals	Invoice Transactions 14		<u>\$7,933.34</u>
							Department 20 - Police Department Totals	Invoice Transactions 54		<u>\$69,828.79</u>
Department 22 - Fire & Police Commission										
Account 5290-10 - Other General Expenses Police Testing										
5619 - MacNeal Health Network	56415136	Stress Test	Paid by Check # 48878		12/31/2018	12/31/2018	12/31/2018		02/13/2019	2,241.92
							Account 5290-10 - Other General Expenses Police Testing Totals	Invoice Transactions 1		<u>\$2,241.92</u>
Account 5290-11 - Other General Expenses Pre-Employment Physicals										
5619 - MacNeal Health Network	56074206	Stress Test	Paid by Check # 48878		12/31/2018	12/31/2018	12/31/2018		02/13/2019	412.03
							Account 5290-11 - Other General Expenses Pre-Employment Physicals Totals	Invoice Transactions 1		<u>\$412.03</u>
							Department 22 - Fire & Police Commission Totals	Invoice Transactions 2		<u>\$2,653.95</u>
Department 24 - Building/Neighborhood Affairs										
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	7166591	Natural Gas Deliveries	Paid by Check # 48819		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,224.66
							Account 5205 - Utilities Totals	Invoice Transactions 1		<u>\$1,224.66</u>
Account 5225 - Supplies										
4961 - Chicago Office Products Co.	957304-0	Building Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	21.99
4961 - Chicago Office Products Co.	959860-0	Building Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	615.81
4961 - Chicago Office Products Co.	959860-1	Building Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	48.99
							Account 5225 - Supplies Totals	Invoice Transactions 3		<u>\$686.79</u>
Account 5235 - Postage & Printing										
465 - Diamond Graphics, Inc.	0102829339	Field Inspection Reports	Paid by Check # 48835		02/06/2019	02/06/2019	02/06/2019		02/13/2019	3,739.00
459 - Federal Express Corporation	6-424-40598	Shipping	Paid by Check # 48844		02/06/2019	02/06/2019	02/06/2019		02/13/2019	30.73
459 - Federal Express Corporation	6-418-48268	Shipping	Paid by Check # 48844		02/06/2019	02/06/2019	02/06/2019		02/13/2019	19.73
459 - Federal Express Corporation	6-438-23858	Shipping	Paid by Check # 48844		02/06/2019	02/06/2019	02/06/2019		02/13/2019	90.95
							Account 5235 - Postage & Printing Totals	Invoice Transactions 4		<u>\$3,880.41</u>
Account 5300 - Professional Services										
167 - Frank Novotny & Associates, Inc.	18342	Engineering Services Sept. 2018	Paid by Check # 48847		12/31/2018	12/31/2018	12/31/2018		02/13/2019	228.00



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

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Fund 100 - General Fund										
Department 24 - Building/Neighborhood Affairs										
Account 5300 - Professional Services										
167 - Frank Novotny & Associates, Inc.	18280	Engineering Services Oct. 2018	Paid by Check # 48847		12/31/2018	12/31/2018	12/31/2018		02/13/2019	228.00
167 - Frank Novotny & Associates, Inc.	18380	Engineering Services Dec. 2018	Paid by Check # 48847		12/31/2018	12/31/2018	12/31/2018		02/13/2019	152.00
167 - Frank Novotny & Associates, Inc.	18462	Engineering Services Dec. 2018	Paid by Check # 48847		12/31/2018	12/31/2018	12/31/2018		02/13/2019	760.00
3014 - JNC Consulting, Inc.	1204	Permit Inspections Jan. 2019	Paid by Check # 48864		02/06/2019	02/06/2019	02/06/2019		02/13/2019	2,855.00
1014 - John Tarullo	JANUARY2019	Plumbing Inspections Jan. 2019	Paid by Check # 48865		02/06/2019	02/06/2019	02/06/2019		02/13/2019	5,290.00
5743 - Rick Dandan	JANUARY2019	Plan Review & Inspections	Paid by Check # 48914		02/06/2019	02/06/2019	02/06/2019		02/13/2019	9,827.17
								Account 5300 - Professional Services Totals		\$19,340.17
Account 5400 - Repairs & Maintenance										
2577 - ABC Commercial Maintenance Services, Inc.	2018-CH105	Janitorial Services Oct. 2018	Paid by Check # 48786		12/31/2018	12/31/2018	12/31/2018		02/13/2019	1,265.00
2577 - ABC Commercial Maintenance Services, Inc.	2018-CH107	Janitorial Services Dec. 2018	Paid by Check # 48786		12/31/2018	12/31/2018	12/31/2018		02/13/2019	1,265.00
2577 - ABC Commercial Maintenance Services, Inc.	2019-CH108	Janitorial Services Jan. 2019	Paid by Check # 48786		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,265.00
5593 - AIR-TITE	TM-10364	Window Replacement	Paid by Check # 48789		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,050.00
5165 - All Door Check & Lock Service	27312	Locksmith Services	Paid by Check # 48791		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,098.55
5165 - All Door Check & Lock Service	27383	Locksmith Services	Paid by Check # 48791		02/06/2019	02/06/2019	02/06/2019		02/13/2019	94.25
2730 - All Star Roofing, Inc.	[100]	Roof Maintenance	Paid by Check # 48792		02/06/2019	02/06/2019	02/06/2019		02/13/2019	5,900.00
2578 - Aqua Chill of Chicago # 22	2252065	Water Cooler Rentals	Paid by Check # 48794		12/31/2018	12/31/2018	12/31/2018		02/13/2019	168.00
2578 - Aqua Chill of Chicago # 22	2252614	Water Cooler Rentals	Paid by Check # 48794		12/31/2018	12/31/2018	12/31/2018		02/13/2019	168.00
2578 - Aqua Chill of Chicago # 22	2253038	Water Cooler Rentals	Paid by Check # 48794		02/06/2019	02/06/2019	02/06/2019		02/13/2019	168.00
49 - AWESOME Pest Service	1060	Pest Control Jan.2019	Paid by Check # 48800		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,500.00
4907 - Building Services of America,LLC	55712	Building Dept Supplies	Paid by Check # 48814		12/31/2018	12/31/2018	12/31/2018		02/13/2019	419.04
4907 - Building Services of America,LLC	56177	Building Dept Supplies	Paid by Check # 48814		12/31/2018	12/31/2018	12/31/2018		02/13/2019	822.81
2696 - Chicago Metropolitan Fire Prevention Company	IN00202808	F/A Radio Use / Maintenance /Monitoring	Paid by Check # 48820		02/06/2019	02/06/2019	02/06/2019		02/13/2019	105.00



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 24 - Building/Neighborhood Affairs										
Account 5400 - Repairs & Maintenance										
5264 - Dirty Deeds Environmental,LLC	22670019	Mold Remediation	Paid by Check # 48836		02/06/2019	02/06/2019	02/06/2019		02/13/2019	650.00
1279 - Illinois Office of the State Fire Marshall	9606718	Boiler Inspection Fee	Paid by Check # 48854		12/31/2018	12/31/2018	12/31/2018		02/13/2019	200.00
162 - Jack's Rental, Inc.	76578	Heater	Paid by Check # 48859		12/31/2018	12/31/2018	12/31/2018		02/13/2019	89.90
162 - Jack's Rental, Inc.	76977	Equipment Rental & Protection Plan	Paid by Check # 48859		12/31/2018	12/31/2018	12/31/2018		02/13/2019	113.40
162 - Jack's Rental, Inc.	77170	Stainless Steel Spreader	Paid by Check # 48859		02/06/2019	02/06/2019	02/06/2019		02/13/2019	299.00
1114 - Martin-Aire Heating & Cooling, Inc.	008426	Heating Repairs Jan.2019	Paid by Check # 48881		02/06/2019	02/06/2019	02/06/2019		02/13/2019	330.00
1114 - Martin-Aire Heating & Cooling, Inc.	008458	Heating Repairs Jan.2019	Paid by Check # 48881		02/06/2019	02/06/2019	02/06/2019		02/13/2019	385.00
5857 - MEBULBS	4101861-01	Electrical Supplies	Paid by Check # 48885		02/06/2019	02/06/2019	02/06/2019		02/13/2019	2,233.92
3675 - Otis Elevator Company	CYS09941219	Elevator Maintenance	Paid by Check # 48902		02/06/2019	02/06/2019	02/06/2019		02/13/2019	2,878.08
1839 - Robert R. Andreas & Sons	012119-07SNOW	Snow Removal Jan. 2019	Paid by Check # 48916		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,435.70
1839 - Robert R. Andreas & Sons	013119-07SNOW	Snow Removal Jan. 2019	Paid by Check # 48916		02/06/2019	02/06/2019	02/06/2019		02/13/2019	3,325.50
1839 - Robert R. Andreas & Sons	012519-07SNOW	Snow Removal Jan. 2019	Paid by Check # 48916		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,017.00
1839 - Robert R. Andreas & Sons	020419-07SNOW	Snow Removal Feb. 2019	Paid by Check # 48916		02/06/2019	02/06/2019	02/06/2019		02/13/2019	755.10
280 - Roscoe Company	1573407	Floor Mats	Paid by Check # 48917		02/06/2019	02/06/2019	02/06/2019		02/13/2019	632.89
280 - Roscoe Company	1575469	Floor Mats	Paid by Check # 48917		02/06/2019	02/06/2019	02/06/2019		02/13/2019	547.89
391 - Tele-Tron Ace Hardware	82592	Building Dept Supplies	Paid by Check # 48932		02/06/2019	02/06/2019	02/06/2019		02/13/2019	21.72
							Account 5400 - Repairs & Maintenance Totals	Invoice Transactions	30	<u>\$30,203.75</u>
							Department 24 - Building/Neighborhood Affairs Totals	Invoice Transactions	45	<u>\$55,335.78</u>
Department 26 - Public Works										
Sub Department 35 - Streets										
Account 5015 - Stipends - Uniform										
280 - Roscoe Company	1574423	P.W. Uniforms	Paid by Check # 48917		02/01/2019	02/01/2019	02/01/2019		02/13/2019	35.17
							Account 5015 - Stipends - Uniform Totals	Invoice Transactions	1	<u>\$35.17</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 26 - Public Works										
Sub Department 35 - Streets										
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	7166591	Natural Gas Deliveries	Paid by Check # 48819		02/06/2019	02/06/2019	02/06/2019		02/13/2019	2,269.17
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$2,269.17</u>
Account 5220 - Training, Dues & Publications										
4478 - Environmental Systems Research Institute, Inc.	93587701	computer software GIS	Paid by Check # 48842		02/01/2019	02/01/2019	02/01/2019		02/13/2019	1,500.00
2705 - Lawndale News	831542	MFT bid ads	Paid by Check # 48875		12/31/2018	12/31/2018	12/31/2018		02/13/2019	421.76
2705 - Lawndale News	831544	MFT bid ads	Paid by Check # 48875		12/31/2018	12/31/2018	12/31/2018		02/13/2019	421.76
2705 - Lawndale News	831543	MFT bid ads	Paid by Check # 48875		12/31/2018	12/31/2018	12/31/2018		02/13/2019	421.76
2705 - Lawndale News	831541	MFT bid ads	Paid by Check # 48875		12/31/2018	12/31/2018	12/31/2018		02/13/2019	421.76
							Account 5220 - Training, Dues & Publications Totals		Invoice Transactions 5	<u>\$3,187.04</u>
Account 5225 - Supplies										
5705 - Josie Mora	2019-00000078	Expense Reimbursement	Paid by Check # 48784		01/24/2019	01/24/2019	01/24/2019		02/01/2019	73.95
4961 - Chicago Office Products Co.	958900-0	Public Works Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	202.78
4961 - Chicago Office Products Co.	959511-0	Traffic Engineer Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	113.89
4961 - Chicago Office Products Co.	959623-0	Traffic Engineer Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	89.78
4961 - Chicago Office Products Co.	959624-0	Credit / Return	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	(41.97)
4961 - Chicago Office Products Co.	960349-0	Public Works Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	49.65
4907 - Building Services of America, LLC	56987	supplies	Paid by Check # 48814		12/31/2018	12/31/2018	12/31/2018		02/13/2019	1,051.20
4711 - Continental Research Corporation	474087-CRC-1	supplies	Paid by Check # 48828		02/01/2019	02/01/2019	02/01/2019		02/13/2019	1,737.18
391 - Tele-Tron Ace Hardware	82544	P.W. Supplies	Paid by Check # 48932		02/01/2019	02/01/2019	02/01/2019		02/13/2019	622.10
2531 - Traffic Control & Protection, Inc.	99498	signs & materials	Paid by Check # 48935		12/31/2018	12/31/2018	12/31/2018		02/13/2019	5,934.50
							Account 5225 - Supplies Totals		Invoice Transactions 10	<u>\$9,833.06</u>
Account 5300 - Professional Services										
4392 - Arte Verde	3000	Holiday Decorations / Roosevelt Rd.	Paid by Check # 48795		02/01/2019	02/01/2019	02/01/2019		02/13/2019	1,583.33



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 100 - General Fund											
Department 26 - Public Works											
Sub Department 35 - Streets											
Account 5300 - Professional Services											
4392 - Arte Verde	3001	Holiday Decorations / Cermak Rd	Paid by Check # 48795		02/01/2019	02/01/2019	02/01/2019		02/13/2019	3,995.00	
4392 - Arte Verde	3002	Holiday Decorations / Ogden Ave	Paid by Check # 48795		02/01/2019	02/01/2019	02/01/2019		02/13/2019	2,500.00	
4392 - Arte Verde	3003	Holiday Decorations / Depot Dist.	Paid by Check # 48795		02/01/2019	02/01/2019	02/01/2019		02/13/2019	4,100.00	
1353 - Bentley Systems, Inc.	47955274	Software	Paid by Check # 48806		02/01/2019	02/01/2019	02/01/2019		02/13/2019	2,028.00	
3812 - Engineering Solutions Team	2019-00000132	Engineering Services Dec. 2018 Thru Feb. 2019	Paid by Check # 48841		02/01/2019	02/01/2019	02/01/2019		02/13/2019	1,644.00	
1114 - Martin-Aire Heating & Cooling, Inc.	008425	Heating / Cooling Repairs	Paid by Check # 48881		02/01/2019	02/01/2019	02/01/2019		02/13/2019	392.00	
								Account 5300 - Professional Services Totals		Invoice Transactions 7	<u>\$16,242.33</u>
Account 5400 - Repairs & Maintenance											
4902 - Ozinga Ready Mix Concrete Inc.	1209993	concrete	Paid by Check # 48903		02/01/2019	02/01/2019	02/01/2019		02/13/2019	1,600.00	
4902 - Ozinga Ready Mix Concrete Inc.	1211577	concrete	Paid by Check # 48903		02/01/2019	02/01/2019	02/01/2019		02/13/2019	1,600.00	
								Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 2	<u>\$3,200.00</u>
Account 5400-04 - Repairs & Maintenance Landscape											
5650 - Gus & Sons Landscaping, LLC	499	july 2018 ogden landscaping	Paid by Check # 48850		12/31/2018	12/31/2018	12/31/2018		02/13/2019	2,057.14	
5650 - Gus & Sons Landscaping, LLC	500	july 2019 roosevelt rd landscaping	Paid by Check # 48850		12/31/2018	12/31/2018	12/31/2018		02/13/2019	942.57	
5650 - Gus & Sons Landscaping, LLC	510	august 2018 roosevelt rd landscaping	Paid by Check # 48850		12/31/2018	12/31/2018	12/31/2018		02/13/2019	942.57	
5650 - Gus & Sons Landscaping, LLC	508	August 2018 cermak rd	Paid by Check # 48850		12/31/2018	12/31/2018	12/31/2018		02/13/2019	1,999.71	
5650 - Gus & Sons Landscaping, LLC	509	2018 august ogden landscaping	Paid by Check # 48850		12/31/2018	12/31/2018	12/31/2018		02/13/2019	2,057.14	
								Account 5400-04 - Repairs & Maintenance Landscape Totals		Invoice Transactions 5	<u>\$7,999.13</u>
								Sub Department 35 - Streets Totals		Invoice Transactions 31	<u>\$42,765.90</u>
Sub Department 37 - Fleet											
Account 5225 - Supplies											
182 - Freeway Ford Truck Sales, Inc.	517972	P.W. Supplies	Paid by Check # 48848		02/01/2019	02/01/2019	02/01/2019		02/13/2019	331.62	
182 - Freeway Ford Truck Sales, Inc.	518131	P.W. Supplies	Paid by Check # 48848		02/01/2019	02/01/2019	02/01/2019		02/13/2019	646.40	
1824 - High PSI, LTD	61383	P.W. Supplies	Paid by Check # 48851		02/01/2019	02/01/2019	02/01/2019		02/13/2019	723.50	



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 26 - Public Works										
Sub Department 37 - Fleet										
Account 5225 - Supplies										
2493 - Monroe Truck Equipment, Inc.	323540	P.W. Supplies	Paid by Check # 48892		02/01/2019	02/01/2019	02/01/2019		02/13/2019	113.98
5182 - Snap-On Industrial	ARV/ 38613104	P.W. Supplies	Paid by Check # 48925		02/01/2019	02/01/2019	02/01/2019		02/13/2019	63.73
1364 - Tryad Automotive	006-206014	P.W. Supplies	Paid by Check # 48936		02/01/2019	02/01/2019	02/01/2019		02/13/2019	99.37
1364 - Tryad Automotive	006-206085	P.W. Supplies	Paid by Check # 48936		02/01/2019	02/01/2019	02/01/2019		02/13/2019	34.66
69 - Warehouse Direct	4175399-0	supplies	Paid by Check # 48942		02/01/2019	02/01/2019	02/01/2019		02/13/2019	1,500.00
							Account 5225 - Supplies Totals	Invoice Transactions	8	<u>\$3,513.26</u>
Account 5300 - Professional Services										
84 - Cassidy Tire	816001018	Equipment Rental	Paid by Check # 48817		02/01/2019	02/01/2019	02/01/2019		02/13/2019	37.50
							Account 5300 - Professional Services Totals	Invoice Transactions	1	<u>\$37.50</u>
							Sub Department 37 - Fleet Totals	Invoice Transactions	9	<u>\$3,550.76</u>
							Department 26 - Public Works Totals	Invoice Transactions	40	<u>\$46,316.66</u>
Department 32 - Recreation										
Account 5100 - Special Events										
DIVA ADVENTURES	2019-00000127	Senior Luncheon Entertainment	Paid by Check # 48946		01/24/2019	01/24/2019	01/24/2019		02/13/2019	250.00
146 - J. Sterling Morton High School	609	Facility Rental / Easter Egg Hunt 2018	Paid by Check # 48858		12/31/2018	12/31/2018	12/31/2018		02/13/2019	400.00
3750 - Rose's Catering	862498	235 Senior Lunches	Paid by Check # 48918		01/24/2019	01/24/2019	01/24/2019		02/13/2019	1,782.50
30617 - Sam's Club / Synchrony Bank	1/15/2019	Concession Stand & After Care Snacks	Paid by Check # 48921		01/24/2019	01/24/2019	01/24/2019		02/13/2019	614.72
30617 - Sam's Club / Synchrony Bank	020219	Concession Stand Products & Snacks	Paid by Check # 48921		01/24/2019	01/24/2019	01/24/2019		02/13/2019	173.14
							Account 5100 - Special Events Totals	Invoice Transactions	5	<u>\$3,220.36</u>
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	7166591	Natural Gas Deliveries	Paid by Check # 48819		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,599.94
							Account 5205 - Utilities Totals	Invoice Transactions	1	<u>\$1,599.94</u>
Account 5215 - Telephone										
4024 - AT & T	708749087101-1	Dec. 11 2018- Jan. 10 2019	Paid by Check # 48796		12/31/2018	12/31/2018	12/31/2018		02/13/2019	31.54
4024 - AT & T	708788233401-1	Dec. 17 2018- Jan. 16 2019	Paid by Check # 48796		12/31/2018	12/31/2018	12/31/2018		02/13/2019	63.36
4024 - AT & T	708788155001-1	Dec. 17 2018- Jan. 16 2019	Paid by Check # 48796		12/31/2018	12/31/2018	12/31/2018		02/13/2019	63.28



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 100 - General Fund											
Department 32 - Recreation											
Account 5215 - Telephone											
4024 - AT & T	708788265701-1	Dec. 17 2018- Jan. 16 2019	Paid by Check # 48796		12/31/2018	12/31/2018	12/31/2018		02/13/2019	324.48	
302 - Sprint	380311334-072	Cell Phones & Wifi Hotspots	Paid by Check # 48927		01/24/2019	01/24/2019	01/24/2019		02/13/2019	421.12	
									Account 5215 - Telephone Totals	Invoice Transactions 5	<u>\$903.78</u>
Account 5225 - Supplies											
32406 - BSN Sports	903835108	Basketballs & Soccer Goals	Paid by Check # 48812		12/31/2018	12/31/2018	12/31/2018		02/13/2019	998.20	
32406 - BSN Sports	904248553	Baseball & Basketball Equipment	Paid by Check # 48812		01/24/2019	01/24/2019	01/24/2019		02/13/2019	1,621.94	
1013 - Horizon Screen Print	19-9445	Adult & Youth T-Shirts	Paid by Check # 48852		01/24/2019	01/24/2019	01/24/2019		02/13/2019	1,627.50	
1013 - Horizon Screen Print	19-9444	Adult & Youth T-Shirts	Paid by Check # 48852		01/24/2019	01/24/2019	01/24/2019		02/13/2019	1,551.50	
415 - Santo Sport Store	701207	16 in. Softballs	Paid by Check # 48922		01/24/2019	01/24/2019	01/24/2019		02/13/2019	1,125.00	
									Account 5225 - Supplies Totals	Invoice Transactions 5	<u>\$6,924.14</u>
Account 5225-02 - Supplies Program											
30617 - Sam's Club / Synchrony Bank	2019-00000105	Rec. Office Supplies	Paid by Check # 48921		01/24/2019	01/24/2019	01/24/2019		02/13/2019	91.88	
									Account 5225-02 - Supplies Program Totals	Invoice Transactions 1	<u>\$91.88</u>
Account 5290 - Other General Expenses											
1692 - M. K. Sports	2019-00000080	Youth Basketball Officials	Paid by Check # 48877		01/24/2019	01/24/2019	01/24/2019		02/13/2019	2,760.00	
									Account 5290 - Other General Expenses Totals	Invoice Transactions 1	<u>\$2,760.00</u>
Account 5400 - Repairs & Maintenance											
2577 - ABC Commercial Maintenance Services, Inc.	2018-RC109	Janitorial Services Oct. 2018	Paid by Check # 48786		12/31/2018	12/31/2018	12/31/2018		02/13/2019	1,245.00	
2577 - ABC Commercial Maintenance Services, Inc.	2019-RC111	Janitorial Services Jan. 2019	Paid by Check # 48786		01/24/2019	01/24/2019	01/24/2019		02/13/2019	1,245.00	
162 - Jack's Rental, Inc.	77085	Chair Rental	Paid by Check # 48859		01/24/2019	01/24/2019	01/24/2019		02/13/2019	81.00	
162 - Jack's Rental, Inc.	77306	Misc. Hardware	Paid by Check # 48859		01/24/2019	01/24/2019	01/24/2019		02/13/2019	48.95	
5426 - Menards	99218	Ice Melt	Paid by Check # 48886		01/24/2019	01/24/2019	01/24/2019		02/13/2019	31.66	
5426 - Menards	00747	Ice Melt	Paid by Check # 48886		01/24/2019	01/24/2019	01/24/2019		02/13/2019	35.96	
5426 - Menards	98735	Misc. Building Supplies	Paid by Check # 48886		01/24/2019	01/24/2019	01/24/2019		02/13/2019	106.31	
5123 - Nationwide Transmission & Complete Auto Service	2019-00000106	Vehicle Repairs	Paid by Check # 48896		01/24/2019	01/24/2019	01/24/2019		02/13/2019	36.00	



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 32 - Recreation										
Account 5400 - Repairs & Maintenance										
280 - Roscoe Company	1575470	Building Maintenance Supplies	Paid by Check # 48917		01/24/2019	01/24/2019	01/24/2019		02/13/2019	494.12
101 - Schultz Supply Company, Inc.	236920	Building Maintenance Supplies	Paid by Check # 48923		01/24/2019	01/24/2019	01/24/2019		02/13/2019	465.37
391 - Tele-Tron Ace Hardware	82125	Misc Building & Field Maint. Supplies	Paid by Check # 48932		12/31/2018	12/31/2018	12/31/2018		02/13/2019	301.29
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 11	<u>\$4,090.66</u>
							Department 32 - Recreation Totals		Invoice Transactions 29	<u>\$19,590.76</u>
Department 46 - Senior Citizen Program										
Account 5215 - Telephone										
31245 - Verizon Wireless - LeHigh	9823020581	Dec. 26 2018- Jan. 25 2019	Paid by Check # 48939		02/06/2019	02/06/2019	02/06/2019		02/13/2019	272.64
							Account 5215 - Telephone Totals		Invoice Transactions 1	<u>\$272.64</u>
Account 5225 - Supplies										
4961 - Chicago Office Products Co.	958706-0	Senior Services Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	119.34
							Account 5225 - Supplies Totals		Invoice Transactions 1	<u>\$119.34</u>
Account 5235 - Postage & Printing										
465 - Diamond Graphics, Inc.	0102829318	Senior Newsletter	Paid by Check # 48835		02/06/2019	02/06/2019	02/06/2019		02/13/2019	475.00
465 - Diamond Graphics, Inc.	0102829308	Window Envelopes	Paid by Check # 48835		02/06/2019	02/06/2019	02/06/2019		02/13/2019	240.00
							Account 5235 - Postage & Printing Totals		Invoice Transactions 2	<u>\$715.00</u>
Account 5400 - Repairs & Maintenance										
4574 - Berwyn Garage	061771	Vehicle Repairs	Paid by Check # 48808		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,533.61
84 - Cassidy Tire	816000751	New Tires & Repairs	Paid by Check # 48817		02/06/2019	02/06/2019	02/06/2019		02/13/2019	375.48
821 - Metro Collision Service / Metro Garage, Inc.	19986	Vehicle Repairs	Paid by Check # 48888		12/31/2018	12/31/2018	12/31/2018		02/13/2019	1,816.00
821 - Metro Collision Service / Metro Garage, Inc.	20150	Vehicle Repairs	Paid by Check # 48888		02/06/2019	02/06/2019	02/06/2019		02/13/2019	176.00
821 - Metro Collision Service / Metro Garage, Inc.	20284	Vehicle Repairs	Paid by Check # 48888		02/06/2019	02/06/2019	02/06/2019		02/13/2019	692.00
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 5	<u>\$4,593.09</u>
Account 5400-04 - Repairs & Maintenance Landscape										
294 - B. Davids Landscaping	2019-00000103	Senior Snow Removal Jan. 2019	Paid by Check # 48801		02/06/2019	02/06/2019	02/06/2019		02/13/2019	2,745.00
294 - B. Davids Landscaping	2019-00000104	Senior Snow Removal Jan. 2019	Paid by Check # 48801		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,410.00
5425 - Blades of Glory, Inc.	21-1	Senior Snow Removal Feb. 2019	Paid by Check # 48811		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,800.00



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 100 - General Fund											
Department 46 - Senior Citizen Program											
Account 5400-04 - Repairs & Maintenance Landscape											
5425 - Blades of Glory, Inc.	20-2	Senior Snow Removal Feb. 2019	Paid by Check # 48811		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,770.00	
5425 - Blades of Glory, Inc.	22-2	Senior Snow Removal Feb. 2019	Paid by Check # 48811		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,815.00	
5425 - Blades of Glory, Inc.	19-1	Senior Snow Removal Jan. 2019	Paid by Check # 48811		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,770.00	
5425 - Blades of Glory, Inc.	17	Senior Snow Removal Jan. 2019	Paid by Check # 48811		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,710.00	
5425 - Blades of Glory, Inc.	18-1	Senior Snow Removal Jan. 2019	Paid by Check # 48811		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,785.00	
2932 - Richard C. Dahms	SNOW#2	Senior Snow Removal Jan. 2019	Paid by Check # 48913		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,575.00	
2932 - Richard C. Dahms	SNOW#3	Senior Snow Removal Jan. 2019	Paid by Check # 48913		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,635.00	
2932 - Richard C. Dahms	SNOW#4	Senior Snow Removal Jan. 2019	Paid by Check # 48913		02/06/2019	02/06/2019	02/06/2019		02/13/2019	3,210.00	
								Account 5400-04 - Repairs & Maintenance Landscape Totals		Invoice Transactions 11	<u>\$21,225.00</u>
Account 5505 - Equipment Lease											
96 - PACE Suburban Bus	535092	1 Van @100 each	Paid by Check # 48904		02/06/2019	02/06/2019	02/06/2019		02/13/2019	100.00	
96 - PACE Suburban Bus	535096	1 Van @100 each	Paid by Check # 48904		02/06/2019	02/06/2019	02/06/2019		02/13/2019	100.00	
96 - PACE Suburban Bus	535122	1 Van @100 each	Paid by Check # 48904		02/06/2019	02/06/2019	02/06/2019		02/13/2019	100.00	
96 - PACE Suburban Bus	535123	1 Van @100 each	Paid by Check # 48904		02/06/2019	02/06/2019	02/06/2019		02/13/2019	100.00	
96 - PACE Suburban Bus	535165	1 Van @100 each	Paid by Check # 48904		02/06/2019	02/06/2019	02/06/2019		02/13/2019	100.00	
								Account 5505 - Equipment Lease Totals		Invoice Transactions 5	<u>\$500.00</u>
								Department 46 - Senior Citizen Program Totals		Invoice Transactions 25	<u>\$27,425.07</u>
								Fund 100 - General Fund Totals		Invoice Transactions 262	<u>\$1,308,413.16</u>
Fund 205 - Library Fund											
Department 40 - Library											
Account 5105-07 - Community Programs Adult/Children Programs											
5868 - Ann Rinderer	8726	Library Programs	Paid by Check # 48793		02/05/2019	02/05/2019	02/05/2019		02/13/2019	150.00	
5883 - Elizabeth Dickter	8588	Expense Reimbursement	Paid by Check # 48839		02/05/2019	02/05/2019	02/05/2019		02/13/2019	16.20	
5879 - Fairytale Entertainment Partys Inc	8591	Library Programs	Paid by Check # 48843		02/05/2019	02/05/2019	02/05/2019		02/13/2019	425.00	
5878 - Jamie Martin	8860	Library Programs	Paid by Check # 48860		02/05/2019	02/05/2019	02/05/2019		02/13/2019	450.00	



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 205 - Library Fund										
Department 40 - Library										
Account 5105-07 - Community Programs Adult/Children Programs										
31341 - Jan Way Company USA, Inc.	131339	Library Programs	Paid by Check # 48861		02/05/2019	02/05/2019	02/05/2019		02/13/2019	397.76
31423 - Kathleen Behrendt	9291	Expense Reimbursement	Paid by Check # 48869		02/05/2019	02/05/2019	02/05/2019		02/13/2019	36.19
2321 - Marissa Elera	8589	Expense Reimbursement	Paid by Check # 48880		02/05/2019	02/05/2019	02/05/2019		02/13/2019	12.50
263 - Oriental Trading Company	694344109-01	Promotions, Supplies, & Programs	Paid by Check # 48901		02/05/2019	02/05/2019	02/05/2019		02/13/2019	115.37
Account 5105-07 - Community Programs Adult/Children Programs Totals							Invoice Transactions	8		<u>\$1,603.02</u>
Account 5200-10 - Administrative Expenses Board Expense										
2014 - Tammy Sheedy	8863	Expense Reimbursement	Paid by Check # 48930		02/05/2019	02/05/2019	02/05/2019		02/13/2019	16.98
Account 5200-10 - Administrative Expenses Board Expense Totals							Invoice Transactions	1		<u>\$16.98</u>
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	7166591	Natural Gas Deliveries	Paid by Check # 48819		02/06/2019	02/06/2019	02/06/2019		02/13/2019	1,251.93
Account 5205 - Utilities Totals							Invoice Transactions	1		<u>\$1,251.93</u>
Account 5215 - Telephone										
4024 - AT & T	708795579401-1	Dec. 14 2018- Jan.13 2019	Paid by Check # 48796		02/05/2019	02/05/2019	02/05/2019		02/13/2019	37.07
4024 - AT & T	708795808201-1	Dec. 14 2018- Jan.13 2019	Paid by Check # 48796		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,153.33
Account 5215 - Telephone Totals							Invoice Transactions	2		<u>\$1,190.40</u>
Account 5225 - Supplies										
515 - Able Printing Service	43358	Business Cards	Paid by Check # 48787		02/05/2019	02/05/2019	02/05/2019		02/13/2019	360.36
531 - Baker & Taylor Entertainment, Inc.	5015199651	Book Jackets	Paid by Check # 48802		02/05/2019	02/05/2019	02/05/2019		02/13/2019	17.55
531 - Baker & Taylor Entertainment, Inc.	5015332344	Books & Databases	Paid by Check # 48802		02/05/2019	02/05/2019	02/05/2019		02/13/2019	11.05
31968 - Berwyn's Violet Flower Shop	006704	Funeral Flowers	Paid by Check # 48810		02/05/2019	02/05/2019	02/05/2019		02/13/2019	60.00
31968 - Berwyn's Violet Flower Shop	006717	Funeral Flowers	Paid by Check # 48810		02/05/2019	02/05/2019	02/05/2019		02/13/2019	60.00
31968 - Berwyn's Violet Flower Shop	006718	Flowers	Paid by Check # 48810		02/05/2019	02/05/2019	02/05/2019		02/13/2019	60.00
4961 - Chicago Office Products Co.	959320-0	Library Supplies	Paid by Check # 48821		02/05/2019	02/05/2019	02/05/2019		02/13/2019	56.14
388 - Demco Educational Corporation	6520039	Library Supplies	Paid by Check # 48834		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,511.67
5570 - Elm USA	18444	AV Supplies & Disc. Repair System	Paid by Check # 48840		02/05/2019	02/05/2019	02/05/2019		02/13/2019	595.30



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 205 - Library Fund										
Department 40 - Library										
Account 5225 - Supplies										
398 - Ingram Library Services LLC	38228209	Books , Supplies, & Databases	Paid by Check # 48856		02/05/2019	02/05/2019	02/05/2019		02/13/2019	93.84
31423 - Kathleen Behrendt	9291	Expense Reimbursement	Paid by Check # 48869		02/05/2019	02/05/2019	02/05/2019		02/13/2019	24.96
5426 - Menards	98872	Library Supplies	Paid by Check # 48886		02/05/2019	02/05/2019	02/05/2019		02/13/2019	37.45
33183 - Office Depot	256826540001	General Supplies	Paid by Check # 48900		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,045.88
263 - Oriental Trading Company	694344109-01	Promotions, Supplies, & Programs	Paid by Check # 48901		02/05/2019	02/05/2019	02/05/2019		02/13/2019	2.72
828 - SYNCB / AMAZON	2019-00000102	Supplies,DVD's & Program Supplies	Paid by Check # 48929		02/05/2019	02/05/2019	02/05/2019		02/13/2019	84.24
								Account 5225 - Supplies Totals	Invoice Transactions 15	<u>\$4,021.16</u>
Account 5225-82 - Supplies Other Grants										
828 - SYNCB / AMAZON	2019-00000102	Supplies,DVD's & Program Supplies	Paid by Check # 48929		02/05/2019	02/05/2019	02/05/2019		02/13/2019	368.79
								Account 5225-82 - Supplies Other Grants Totals	Invoice Transactions 1	<u>\$368.79</u>
Account 5245 - Books										
531 - Baker & Taylor Entertainment, Inc.	5015332344	Books & Databases	Paid by Check # 48802		02/05/2019	02/05/2019	02/05/2019		02/13/2019	494.41
398 - Ingram Library Services LLC	38228209	Books , Supplies, & Databases	Paid by Check # 48856		02/05/2019	02/05/2019	02/05/2019		02/13/2019	3,314.07
4925 - Lectorum Publications Inc.	813073	Spanish Books	Paid by Check # 48876		02/05/2019	02/05/2019	02/05/2019		02/13/2019	24.00
4925 - Lectorum Publications Inc.	813705	Spanish Books	Paid by Check # 48876		02/05/2019	02/05/2019	02/05/2019		02/13/2019	240.03
1234 - Mergent, Inc.	1673001064	BOOKS	Paid by Check # 48887		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,089.00
30520 - Midwest Tape	96830046	Audio Visual Materials/Hoopla	Paid by Check # 48890		02/05/2019	02/05/2019	02/05/2019		02/13/2019	2,900.00
4682 - RAILS	5567	Computer Databases	Paid by Check # 48911		02/05/2019	02/05/2019	02/05/2019		02/13/2019	1,347.50
828 - SYNCB / AMAZON	2019-00000102	Supplies,DVD's & Program Supplies	Paid by Check # 48929		02/05/2019	02/05/2019	02/05/2019		02/13/2019	32.98
								Account 5245 - Books Totals	Invoice Transactions 8	<u>\$9,441.99</u>
Account 5250 - Audio Visual										
30520 - Midwest Tape	96830046	Audio Visual Materials/Hoopla	Paid by Check # 48890		02/05/2019	02/05/2019	02/05/2019		02/13/2019	344.86
								Account 5250 - Audio Visual Totals	Invoice Transactions 1	<u>\$344.86</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 205 - Library Fund										
Department 40 - Library										
Account 5255 - Periodicals										
1299 - Chicago Sun-Times, Inc.	2019-00000101	Periodicals	Paid by Check # 48822		02/05/2019	02/05/2019	02/05/2019		02/13/2019	831.66
							Account 5255 - Periodicals Totals		Invoice Transactions 1	<u>831.66</u>
Account 5400 - Repairs & Maintenance										
2577 - ABC Commercial Maintenance Services, Inc.	2019-PL108	Janitorial Services Jan. 2019	Paid by Check # 48786		02/05/2019	02/05/2019	02/05/2019		02/13/2019	2,300.00
2696 - Chicago Metropolitan Fire Prevention Company	IN00202811	F/A Radio Use / Maintenance /Monitoring	Paid by Check # 48820		02/05/2019	02/05/2019	02/05/2019		02/13/2019	105.00
1492 - Complete Temperature Systems, Inc.	SRVCE041302	Building Repairs & Maintenance	Paid by Check # 48827		02/05/2019	02/05/2019	02/05/2019		02/13/2019	2,286.00
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 3	<u>4,691.00</u>
Account 5525 - Computer Support Databases										
4347 - Newegg Business, Inc.	1301839224	Computer Support Equipment	Paid by Check # 48897		02/05/2019	02/05/2019	02/05/2019		02/13/2019	551.98
							Account 5525 - Computer Support Databases Totals		Invoice Transactions 1	<u>551.98</u>
Account 5660 - Promotions										
515 - Able Printing Service	43359	Library Brochures	Paid by Check # 48787		02/05/2019	02/05/2019	02/05/2019		02/13/2019	624.90
3549 - Barbara Lloyd	8646	Expense Reimbursement	Paid by Check # 48803		02/05/2019	02/05/2019	02/05/2019		02/13/2019	7.00
4202 - Crestline Specialties, Inc.	3787779	Promotional Supplies	Paid by Check # 48829		02/05/2019	02/05/2019	02/05/2019		02/13/2019	351.56
5877 - Jeannette Hess	8859	8793	Paid by Check # 48862		02/05/2019	02/05/2019	02/05/2019		02/13/2019	20.00
263 - Oriental Trading Company	694344109-01	Promotions, Supplies, & Programs	Paid by Check # 48901		02/05/2019	02/05/2019	02/05/2019		02/13/2019	97.39
							Account 5660 - Promotions Totals		Invoice Transactions 5	<u>1,100.85</u>
Account 5800 - Capital Outlay										
4379 - Patrick Engineering	21853.034-3	Engineering Services	Paid by Check # 48906		02/05/2019	02/05/2019	02/05/2019		02/13/2019	2,900.00
							Account 5800 - Capital Outlay Totals		Invoice Transactions 1	<u>2,900.00</u>
							Department 40 - Library Totals		Invoice Transactions 48	<u>28,314.62</u>
							Fund 205 - Library Fund Totals		Invoice Transactions 48	<u>28,314.62</u>
Fund 210 - Community Development Fund										
Department 42 - CDBG										
Account 5105 - Community Programs										
2021 - Del Galdo Law Group, LLC	2018-00001687	Legal Services	Paid by Check # 48833		12/31/2018	12/31/2018	12/31/2018		02/13/2019	2,007.50



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 210 - Community Development Fund										
Department 42 - CDBG										
Account 5105 - Community Programs										
5576 - VS Printing Services, LLC	17601	SFR Water Bill Letter	Paid by Check # 48941		02/05/2019	02/05/2019	02/05/2019		02/13/2019	130.00
							Account 5105 - Community Programs Totals		Invoice Transactions 2	<u>\$2,137.50</u>
Account 5205 - Utilities										
4095 - CenterPoint Energy Services, Inc.	7166591	Natural Gas Deliveries	Paid by Check # 48819		02/06/2019	02/06/2019	02/06/2019		02/13/2019	378.21
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$378.21</u>
Account 5300 - Professional Services										
2021 - Del Galdo Law Group, LLC	2018-00001688	CDBG Legal Services	Paid by Check # 48833		12/31/2018	12/31/2018	12/31/2018		02/13/2019	247.50
							Account 5300 - Professional Services Totals		Invoice Transactions 1	<u>\$247.50</u>
Account 5400 - Repairs & Maintenance										
528 - Riccio Construction Corporation	3131-3	Cuyler Ave Water Main Replacement	Paid by Check # 48912		02/05/2019	02/05/2019	02/05/2019		02/13/2019	16,849.75
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 1	<u>\$16,849.75</u>
Account 5400-01 - Repairs & Maintenance Sewer										
528 - Riccio Construction Corporation	3131-1	Cuyler Ave Sewer Replacement	Paid by Check # 48912		02/05/2019	02/05/2019	02/05/2019		02/13/2019	4,314.50
							Account 5400-01 - Repairs & Maintenance Sewer Totals		Invoice Transactions 1	<u>\$4,314.50</u>
Account 5400-02 - Repairs & Maintenance Street/Sidewalk										
528 - Riccio Construction Corporation	3131-2	Cuyler Ave Street Replacement	Paid by Check # 48912		02/05/2019	02/05/2019	02/05/2019		02/13/2019	10,841.05
							Account 5400-02 - Repairs & Maintenance Street/Sidewalk Totals		Invoice Transactions 1	<u>\$10,841.05</u>
							Department 42 - CDBG Totals		Invoice Transactions 7	<u>\$34,768.51</u>
							Fund 210 - Community Development Fund Totals		Invoice Transactions 7	<u>\$34,768.51</u>
Fund 215 - Motor Fuel Tax Fund										
Account 5205 - Utilities										
61 - ComEd	2019-00000085	January 2019 electric	Paid by Check # 48826		02/01/2019	02/01/2019	02/01/2019		02/13/2019	67.56
61 - ComEd	2019-00000131	ELECTRIC JAN 2019	Paid by Check # 48826		02/01/2019	02/01/2019	02/01/2019		02/13/2019	243.59
							Account 5205 - Utilities Totals		Invoice Transactions 2	<u>\$311.15</u>
Account 5225 - Supplies										
32375 - National Seed	584157SI	calcium chloride	Paid by Check # 48895		02/01/2019	02/01/2019	02/01/2019		02/13/2019	2,715.00
							Account 5225 - Supplies Totals		Invoice Transactions 1	<u>\$2,715.00</u>
Account 5300 - Professional Services										
167 - Frank Novotny & Associates, Inc.	18047-2	2018 MFT maint. program	Paid by Check # 48847		12/31/2018	12/31/2018	12/31/2018		02/13/2019	14,612.56



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 215 - Motor Fuel Tax Fund										
Account 5300 - Professional Services										
167 - Frank Novotny & Associates, Inc.	18048-1	2019 mft maint. program	Paid by Check # 48847		02/01/2019	02/01/2019	02/01/2019		02/13/2019	12,911.66
							Account 5300 - Professional Services Totals		Invoice Transactions 2	<u>\$27,524.22</u>
							Fund 215 - Motor Fuel Tax Fund Totals		Invoice Transactions 5	<u>\$30,550.37</u>
Fund 245 - Asset Forfeiture Fund										
Department 20 - Police Department										
Account 5192-30 - Federal LE, PS, Detention Facilities										
5167 - Keyth Security Systems, Inc.	646618	Access Control Maintenance	Paid by Check # 48871		02/05/2019	02/05/2019	02/05/2019		02/13/2019	354.96
1052 - McDonald Modular Solutions, Inc.	RI215313	Storage Containers	Paid by Check # 48883		02/05/2019	02/05/2019	02/05/2019		02/13/2019	95.00
345 - Professional Pest Control, Inc.	2019-00000095	Exterminator Fee	Paid by Check # 48910		02/05/2019	02/05/2019	02/05/2019		02/13/2019	45.00
							Account 5192-30 - Federal LE, PS, Detention Facilities Totals		Invoice Transactions 3	<u>\$494.96</u>
							Department 20 - Police Department Totals		Invoice Transactions 3	<u>\$494.96</u>
							Fund 245 - Asset Forfeiture Fund Totals		Invoice Transactions 3	<u>\$494.96</u>
Fund 300 - Debt Service Fund										
Account 5200 - Administrative Expenses										
5672 - BMO Harris Bank N.A.	2018-00001679	Interest & Fees	Paid by Check # 48781		12/31/2018	12/31/2018	12/31/2018		01/28/2019	4,229.17
							Account 5200 - Administrative Expenses Totals		Invoice Transactions 1	<u>\$4,229.17</u>
Account 5705 - Interest Expense										
5672 - BMO Harris Bank N.A.	2019-00000083	Interest	Paid by Check # 48781		01/28/2019	01/28/2019	01/28/2019		01/28/2019	54,288.66
							Account 5705 - Interest Expense Totals		Invoice Transactions 1	<u>\$54,288.66</u>
							Fund 300 - Debt Service Fund Totals		Invoice Transactions 2	<u>\$58,517.83</u>
Fund 400 - Capital Bond Fund										
Department 18 - Fire Department										
Account 5800 - Capital Outlay										
4313 - Currie Motors	2019-00000077	2019 Chevy Tahoe	Paid by Check # 48779		01/24/2019	01/24/2019	01/24/2019		01/24/2019	39,341.80
							Account 5800 - Capital Outlay Totals		Invoice Transactions 1	<u>\$39,341.80</u>
							Department 18 - Fire Department Totals		Invoice Transactions 1	<u>\$39,341.80</u>
							Fund 400 - Capital Bond Fund Totals		Invoice Transactions 1	<u>\$39,341.80</u>
Fund 500 - Utilities Fund										
Department 36 - Garbage										
Account 5300 - Professional Services										
5143 - Vintage Tech LLC	19931	CRT TV PlasticCover	Paid by Check # 48940		12/31/2018	12/31/2018	12/31/2018		02/13/2019	891.12



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 500 - Utilities Fund										
Department 36 - Garbage										
Account 5300 - Professional Services										
5143 - Vintage Tech LLC	19624	electric recy	Paid by Check # 48940		02/01/2019	02/01/2019	02/01/2019		02/13/2019	1,164.02
							Account 5300 - Professional Services Totals		Invoice Transactions 2	<u>\$2,055.14</u>
							Department 36 - Garbage Totals		Invoice Transactions 2	<u>\$2,055.14</u>
Department 44 - Water & Sewer										
Account 5015 - Stipends - Uniform										
31245 - Verizon Wireless - LeHigh	9823020579	Dec. 26 2018 - Jan. 24 2019	Paid by Check # 48939		02/01/2019	02/01/2019	02/01/2019		02/13/2019	30.23
							Account 5015 - Stipends - Uniform Totals		Invoice Transactions 1	<u>\$30.23</u>
Account 5215 - Telephone										
4024 - AT & T	708788456901-1	Dec. 17 2018 - Jan. 16 2019	Paid by Check # 48796		02/01/2019	02/01/2019	02/01/2019		02/13/2019	628.13
							Account 5215 - Telephone Totals		Invoice Transactions 1	<u>\$628.13</u>
Account 5225 - Supplies										
13 - Barge Terminal & Trucking	183664	stone	Paid by Check # 48804		02/01/2019	02/01/2019	02/01/2019		02/13/2019	1,343.10
							Account 5225 - Supplies Totals		Invoice Transactions 1	<u>\$1,343.10</u>
Account 5225-01 - Supplies Office										
4961 - Chicago Office Products Co.	958921-0	Water Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	100.17
4961 - Chicago Office Products Co.	958921-1	Water Dept Office Supplies	Paid by Check # 48821		02/06/2019	02/06/2019	02/06/2019		02/13/2019	21.39
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 2	<u>\$121.56</u>
Account 5300 - Professional Services										
4478 - Environmental Systems Research Institute, Inc.	304522	Annual Maintenance Contract	Paid by Check # 48842		01/29/2019	01/29/2019	01/29/2019		02/13/2019	3,100.00
880 - Julie, Inc.	2019-0123	annual bill locate	Paid by Check # 48867		02/01/2019	02/01/2019	02/01/2019		02/13/2019	2,770.20
3928 - Midwest Environmental Sales Company, Inc.	16944	Heating / Cooling Repairs & Labor	Paid by Check # 48889		02/01/2019	02/01/2019	02/01/2019		02/13/2019	255.00
2789 - Roadsafe - Romeoville	RT149257	Equipment Rental	Paid by Check # 48915		02/01/2019	02/01/2019	02/01/2019		02/13/2019	300.00
							Account 5300 - Professional Services Totals		Invoice Transactions 4	<u>\$6,425.20</u>
Account 5400 - Repairs & Maintenance										
1702 - Unique Plumbing	20190109	sewer repair 18th street (2018) extra cleaning	Paid by Check # 48937		02/01/2019	02/01/2019	02/01/2019		02/13/2019	4,240.50



Accounts Payable by G/L Distribution Report

Payment Date Range 01/24/19 - 02/13/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 500 - Utilities Fund										
Department 44 - Water & Sewer										
Account 5400 - Repairs & Maintenance										
1702 - Unique Plumbing	20190110	sewer repair 18th street (2018) extra cleaning	Paid by Check # 48937		02/01/2019	02/01/2019	02/01/2019		02/13/2019	4,631.00
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 2	<u>\$8,871.50</u>
Account 5505 - Equipment Lease										
29 - Pitney Bowes	3102892478	Equipment Lease	Paid by Check # 48909		02/05/2019	02/05/2019	02/05/2019		02/13/2019	810.61
							Account 5505 - Equipment Lease Totals		Invoice Transactions 1	<u>\$810.61</u>
Account 5600 - Cost of Water										
4264 - City of Chicago	760	Dec. 17 2018 - Jan. 17 2019	Paid by Check # 48824		02/05/2019	02/05/2019	02/05/2019		02/13/2019	80,242.29
4264 - City of Chicago	761	Dec. 17 2018 - Jan. 17 2019	Paid by Check # 48824		02/05/2019	02/05/2019	02/05/2019		02/13/2019	76,556.04
4264 - City of Chicago	762	Jan 02 - Jan. 17 2019	Paid by Check # 48824		02/05/2019	02/05/2019	02/05/2019		02/13/2019	99,145.38
4264 - City of Chicago	759	Jan 02 - Jan. 17 2019	Paid by Check # 48824		02/05/2019	02/05/2019	02/05/2019		02/13/2019	92,981.97
							Account 5600 - Cost of Water Totals		Invoice Transactions 4	<u>\$348,925.68</u>
Account 5800 - Capital Outlay										
1702 - Unique Plumbing	20181258	inv #20181258 (2018)	Paid by Check # 48937		02/01/2019	02/01/2019	02/01/2019		02/13/2019	31,416.00
							Account 5800 - Capital Outlay Totals		Invoice Transactions 1	<u>\$31,416.00</u>
							Department 44 - Water & Sewer Totals		Invoice Transactions 17	<u>\$398,572.01</u>
							Fund 500 - Utilities Fund Totals		Invoice Transactions 19	<u>\$400,627.15</u>
Fund 550 - Parking Garage Fund										
Account 5300 - Professional Services										
2696 - Chicago Metropolitan Fire Prevention Company	IN00202810	F/A Radio Use / Maintenance /Monitoring	Paid by Check # 48820		02/06/2019	02/06/2019	02/06/2019		02/13/2019	105.00
							Account 5300 - Professional Services Totals		Invoice Transactions 1	<u>\$105.00</u>
Account 5400 - Repairs & Maintenance										
5726 - McCloud Services	11425971	Intergrated Pest Management	Paid by Check # 48882		02/06/2019	02/06/2019	02/06/2019		02/13/2019	66.69
5726 - McCloud Services	11422572	Intergrated Pest Management	Paid by Check # 48882		02/06/2019	02/06/2019	02/06/2019		02/13/2019	66.69
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 2	<u>\$133.38</u>
							Fund 550 - Parking Garage Fund Totals		Invoice Transactions 3	<u>\$238.38</u>

Robert J. Lovero
Mayor



Charles D. Lazzara
Building Director

K-4

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

February 1, 2019

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 January 2019, 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, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Ana P. Munoz 1318 S. Cuyler Avenue	1/29/2019	Bldg-B 8442-3	\$0.00	\$50.00
Mayra Lopez & Carlos Mendoza 6822 W. 30th Street	1/7/2019	Bldg-B 8636-1	\$0.00	\$150.00
Carlos Zepeda & Luz Zepeda 6237 W. Roosevelt Road	1/8/2019	Bldg-B 8645-1	\$0.00	\$140.00
WSSS, LLC 3309 S. Harvey Avenue	1/10/2019	Bldg-B 8909-1	\$0.00	\$430.00
US Bank Trust NA 1231 S. Ridgeland Avenue	1/31/2019	Bldg-B 9045-5	\$0.00	\$65.00
David Acevedo 3147 S. Harvey Avenue	1/14/2019	Bldg-B 9058-1	\$0.00	\$230.00
North Shore Holdings, Ltd 3836 S. Lombard Avenue	1/22/2019	Bldg-B 9102-1	\$0.00	\$150.00
GAPAL INVESTMENT CORPOR 1304 S. Gunderson Avenue	1/7/2019	Bldg-B 9170-0	\$80,000.00	\$5,475.00
Timothy & Dena Yangas 2527 S. Euclid Avenue	1/14/2019	Bldg-B 9171-1	\$0.00	\$100.00
Lucia Carrera 6500 W. Windsor Avenue	1/3/2019	Bldg-B 9175-1	\$0.00	\$100.00
Arthington Ventures LLC 1508 S. Wesley Avenue	1/2/2019	Gar-B 9183-0	\$7,500.00	\$240.00
R&R Trategic Properties LLC 1516 S. Kenilworth Avenue	1/4/2019	Bldg-B 9184-0	\$6,000.00	\$850.00
Meta Holdings, LLC 3631 S. Cuyler Avenue	1/4/2019	Bldg-B 9185-0	\$5,000.00	\$710.00

Report Of Building Permits Issued By The City Of Berwyn

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Meta Holdings, LLC 3631 S. Cuyler Avenue	1/23/2019	Bldg-B 9185-1	\$0.00	\$130.00
Marie N. Ouandja 1225 S. Kenilworth Avenue	1/10/2019	Bldg-B 9186-0	\$32,400.00	\$900.00
Antonio Sanchez 2426 S. Grove Avenue	1/10/2019	Bldg-B 9187-0	\$4,000.00	\$470.00
Jose E. Almaraz 3701 S. Wenonah Avenue	1/11/2019	Gar-B 9188-0	\$1,600.00	\$40.00
Harris Bank 7100 W. Ogden Avenue	1/14/2019	Bldg-B 9189-0	\$85,000.00	\$2,445.00
Juan Pablo Sanchez 6908 W. 29th Place	1/14/2019	Bldg-B 9190-0	\$60,750.00	\$3,300.00
JAMES MORRONE 3702 S. Highland Avenue	1/14/2019	Bldg-B 9191-0	\$140,000.00	\$0.00
Douglas Meier & Melissa Maderia 3140.5 S. Grove Avenue	1/18/2019	Bldg-B 9192-0	\$46,675.00	\$1,455.00
Cibrook Ltd 1331 S. Oak Park Avenue	1/18/2019	Bldg-B 9193-0	\$63,400.00	\$1,900.00

Report Of Building Permits Issued By The City Of Berwyn

Friday, February 01, 2019

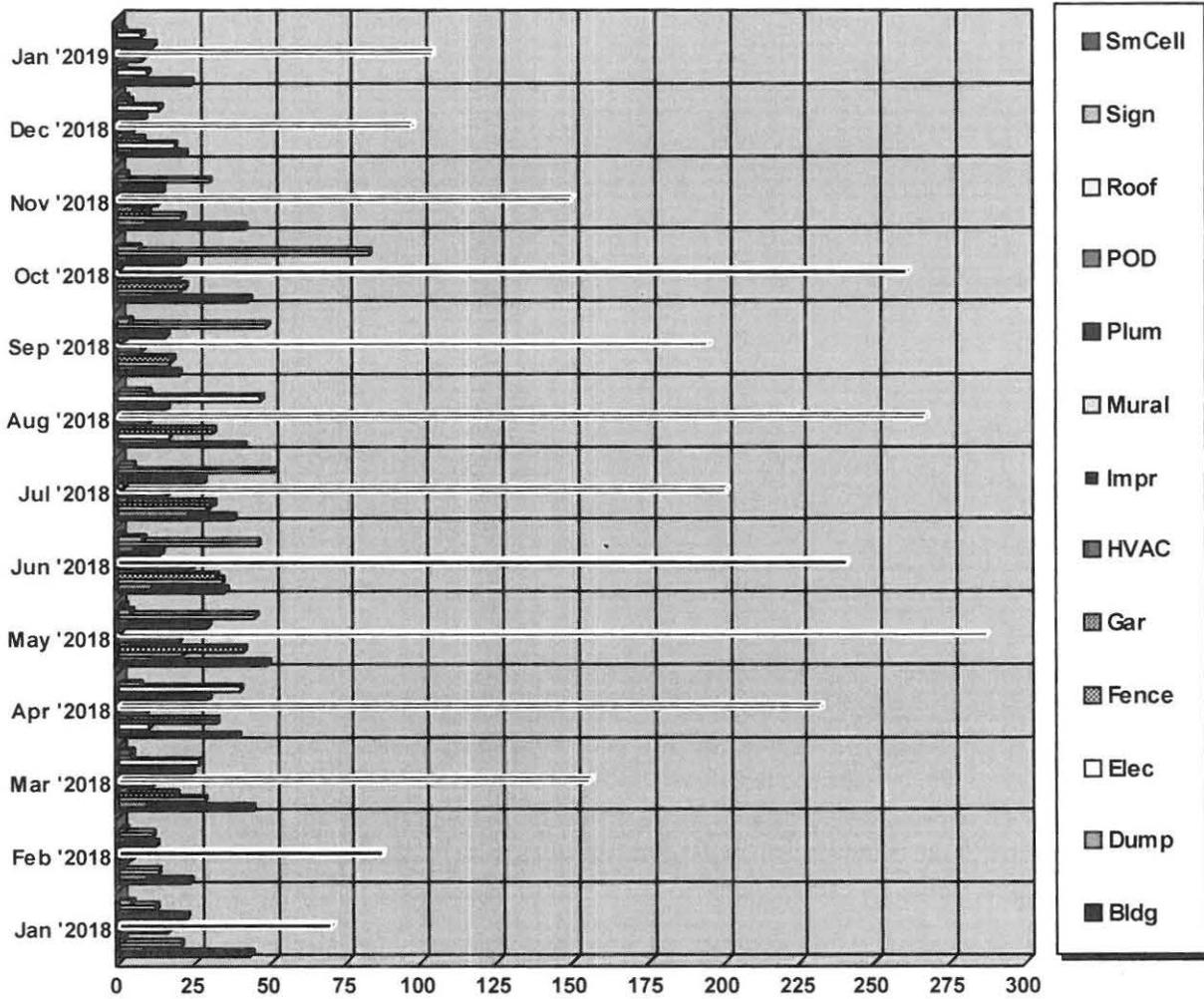
Between: 1/1/2019 And 1/31/2019

Name and Address			Issued	Permit No.	Cost Of Improvements	Cost Of Permit
GW Berwyn LLC	3735 S. Harlem Avenue	DEMOLISH EXISTING KIA DEALERSHIP BUILDING AND POSSIBLY ASPHALT PARKING LOT. WATER DISCONNECT WAS ALREADY DONE ON PRIVATE PROPERTY EXPLAINED THAT NEEDS TO BE DISCONNECTED AT MAIN.	1/23/2019	Bldg-B 9194-0	\$50,000.00	\$415.00
Asif Mohammed	2704 S. Euclid Avenue	COMPLETE INTERIOR REMODEL - 1ST WILL HAVE KITCHEN, 1/2 BATH, 1 BEDROOM, LIVING ROOM AND DINING ROOM. 2ND WILL HAVE 3 NEW BEDROOMS AND 2 NEW BATHROOMS WITH WINDOWS TO EGRESS CODE. BASEMENT WILL BE FINISHED WITH LAUNDRY ROOM, MECHANICAL ROOM, A NEW BATHROOM	1/25/2019	Bldg-B 9195-0	\$100,000.00	\$610.00
Melissa Ramirez & Marcos Herna	6439 W. 32nd Street	REMOVE LOAD BEARING WALL, REMODEL ENTIRE HOUSE WITH NEW ELECTRICAL, NEW PLUMBING, NEW HVAC SYSTEM, NEW DRYWALL, RELOCATE KITCHEN ON 1ST FLOOR, RELOCATE BASEMENT STAIRS, REMODEL EXISTING BATHROOMS, R/R WINDOWS, NEW SIDING ON HOUSE AND GARAGE, NEW CENTRAL A	1/29/2019	Bldg-B 9196-0	\$28,000.00	\$970.00
Wilmington Savings Fund	2536 S. Clinton Avenue	INSTALL NEW PANEL 200 AMP. LABEL PANEL INSTALL GFCI IN GARAGE. REPAIR OVERHEAD SERVICE AND ANCHOR	1/24/2019	Bldg-R 6730-4	\$2,275.00	\$105.00
26	Building Permits Issued During Period		Totals		<u>\$712,600.00</u>	<u>\$21,430.00</u>

Permits Issued

Friday, February 1, 2019 2:00 PM

For Period Beginning 1/1/2018 And Ending 1/31/2019



Permit Detail

2019	January	Bldg	24
2019	January	Dump	6
2019	January	Elec	10
2019	January	Fence	2
2019	January	Gar	2
2019	January	HVAC	8
2019	January	Impr	104
2019	January	Plum	12
2019	January	POD	1
2019	January	Roof	8
2019	January	Sign	2
2019	January	SmCell	1

180

2018	December	Bldg	22
2018	December	Dump	5
2018	December	Elec	19
2018	December	Fence	8
2018	December	Gar	2
2018	December	HVAC	5
2018	December	Impr	97
2018	December	Plum	9
2018	December	POD	3
2018	December	Roof	14
2018	December	Sign	4
2018	December	SmCell	3

191

2018	November	Bldg	42
2018	November	Dump	9
2018	November	Elec	21
2018	November	Fence	10
2018	November	Gar	5
2018	November	HVAC	13
2018	November	Impr	150
2018	November	Plum	15
2018	November	POD	2
2018	November	Roof	30
2018	November	Sign	3

300

2018	October	Bldg	43
2018	October	Dump	12
2018	October	Elec	20
2018	October	Fence	22
2018	October	Gar	4
2018	October	HVAC	20
2018	October	Impr	261
2018	October	Mural	1
2018	October	Plum	21
2018	October	POD	3
2018	October	Roof	83
2018	October	Sign	7

497

Permit Detail

2018	September	Bldg	20
2018	September	Dump	6
2018	September	Elec	17
2018	September	Fence	18
2018	September	Gar	3
2018	September	HVAC	8
2018	September	Impr	195
2018	September	Mural	2
2018	September	Plum	16
2018	September	Roof	49
2018	September	Sign	4

338

2018	August	Bldg	41
2018	August	Dump	13
2018	August	Elec	17
2018	August	Fence	31
2018	August	Gar	5
2018	August	HVAC	10
2018	August	Impr	267
2018	August	Plum	16
2018	August	POD	3
2018	August	Roof	47
2018	August	Sign	10

460

2018	July	Bldg	38
2018	July	Dump	23
2018	July	Elec	29
2018	July	Fence	31
2018	July	Gar	3
2018	July	HVAC	16
2018	July	Impr	201
2018	July	Mural	2
2018	July	Plum	28
2018	July	POD	1
2018	July	Roof	51
2018	July	Sign	5

428

2018	June	Bldg	35
2018	June	Dump	11
2018	June	Elec	34
2018	June	Fence	32
2018	June	Gar	5
2018	June	HVAC	24
2018	June	Impr	241
2018	June	Plum	14
2018	June	POD	5
2018	June	Roof	46
2018	June	Sign	8
2018	June	SmCell	1

456

2018	May	Bldg	49
2018	May	Dump	11
2018	May	Elec	21
2018	May	Fence	41
2018	May	Gar	4
2018	May	HVAC	20
2018	May	Impr	287
2018	May	Mural	1
2018	May	Plum	29
2018	May	POD	4
2018	May	Roof	45
2018	May	Sign	4
2018	May	SmCell	2

518

2018	April	Bldg	39
2018	April	Dump	4
2018	April	Elec	10
2018	April	Fence	32
2018	April	Gar	3
2018	April	HVAC	9
2018	April	Impr	232
2018	April	Plum	29
2018	April	POD	2
2018	April	Roof	40
2018	April	Sign	7

407

2018	March	Bldg	44
2018	March	Dump	9
2018	March	Elec	28
2018	March	Fence	19
2018	March	Gar	3
2018	March	HVAC	11
2018	March	Impr	156
2018	March	Plum	24
2018	March	POD	4
2018	March	Roof	26
2018	March	Sign	4
2018	March	SmCell	4

332

2018	February	Bldg	23
2018	February	Dump	9
2018	February	Elec	13
2018	February	Fence	1
2018	February	Gar	2
2018	February	HVAC	4
2018	February	Impr	87
2018	February	Plum	12
2018	February	POD	2
2018	February	Roof	11
2018	February	Sign	2

166

2018	January	Bldg	43
2018	January	Dump	8
2018	January	Elec	20
2018	January	Fence	1
2018	January	HVAC	16
2018	January	Impr	70
2018	January	Plum	22
2018	January	POD	4
2018	January	Roof	12
2018	January	Sign	4

200

Permit Detail

Total Permits Issued **4473**

Permits Issued By The Building Department

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

<u>Building</u>	Permits Issued: 24	Cost of Improvements: \$703,500.00
<u>Dumpster</u>	Permits Issued: 6	Cost of Improvements: \$400.00
<u>Electrical</u>	Permits Issued: 10	Cost of Improvements: \$40,474.00
<u>Fence</u>	Permits Issued: 2	Cost of Improvements: \$2,586.00
<u>Garage</u>	Permits Issued: 2	Cost of Improvements: \$9,100.00
<u>HVAC</u>	Permits Issued: 8	Cost of Improvements: \$31,245.00
<u>Local Improvement</u>	Permits Issued: 104	Cost of Improvements: \$597,257.59
<u>Plumbing</u>	Permits Issued: 12	Cost of Improvements: \$25,168.17
<u>POD</u>	Permits Issued: 1	Cost of Improvements: \$400.00
<u>Roofing</u>	Permits Issued: 8	Cost of Improvements: \$61,495.00
<u>Sign</u>	Permits Issued: 2	Cost of Improvements: \$510,426,000.00
<u>SMALL CELL</u>	Permits Issued: 1	Cost of Improvements: \$120,000.00
	Total Permits: <u>180</u>	Total Improvements: <u>\$512,017,625.76</u>

Fees Collected

Permits Issued By The Building Department

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Backfill Inspection	\$65.00
Building Permit Fee	\$6,575.00
Permit Final	\$4,165.00
Chimney Liner Rough	\$300.00
Chimney Liner Final	\$300.00
Masonry Final Inspection	\$375.00
Local Improvement Permit Fee	\$12,240.00
Electrical Rough	\$1,750.00
Electrical Permit Fees	\$280.00
Preliminary Electric	\$100.00
Electrical Underground	\$150.00
Electrical Service	\$300.00
Electrical Final	\$3,050.00
Sign Permit Fees	\$7,975.00
Footing Inspection	\$130.00
Framing Rough	\$1,305.00
Fence Permit Fee	\$35.00
Foundation Inspection	\$130.00
Plumbing Rough	\$1,400.00
Plumbing Permit Fees	\$420.00
Hydronic Deconversion	\$50.00
Plumbing Final	\$2,115.00
Preliminary Plumbing	\$50.00
Plumbing Inspection Underground	\$900.00
Plumbing Underground-Tap	\$200.00
Plumbing Underground-Service	\$200.00
Plumbing Underground-Divorce	\$150.00
Plumbing Underground-PVC Installation	\$200.00
Plumbing Underground-Bedding Inspection	\$250.00
Plumbing Underground-Head Test	\$250.00
ChloroIoy Inspection	\$100.00
Post Hole/Pier Inspection	\$315.00
RPZ Test/DDCA Valve	\$100.00
HVAC Permit Fees	\$475.00
HVAC Rough	\$1,115.00
Service Charge	\$750.00
HVAC Final	\$2,140.00
Insulation/Fire Stopping Inspection	\$955.00
Water Meter Fee	\$775.00
Tap Fee	\$2,500.00

Permits Issued By The Building Department

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Demolition Fees	\$40.00
Demo Final Inspection	\$140.00
Dumpster/POD	\$800.00
Parkway Use	\$50.00
Parkway Inspection	\$100.00
Pre-Pour Inspection	\$380.00
Slab Pre-Pour	\$195.00
Stack Test	\$600.00
Pre-Pour Strt/Sdwk/Alley	\$150.00
Street Opening	\$225.00
Fine - Working Without Permit	\$1,000.00
Roof Covering Permit Fees	\$880.00
Roof Final Inspection	\$500.00
Garage Permit Fee	\$40.00
Gas Pressure Test	\$50.00
Water Pressure Test	\$150.00
Preliminary Fire Department	\$50.00
Rough Fire Department	\$200.00
Final Fire Department	\$250.00
Health Department	\$50.00
Restoration Inspection	\$150.00
Miscellaneous Fees	\$50.00
Total Fees Collected	\$60,685.00

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Arthington Ventures LLC 1508 S. Wesley Avenue	16-19-225-018-000	R	1/2/2019 Gar-B	9183-0	\$7,500.00	\$240.00
1 Anthony Jones & Shermeda Lo 1236 S. East Avenue	16-19-203-032-000	R	1/2/2019 Dump-L	81520-0	\$0.00	\$50.00
2 Manuel Rivera III & Jennifer Ri 3746 S. Elmwood Avenue	16-31-419-122-000	R	1/2/2019 Plum-L	81521-0	\$1,523.00	\$85.00
3 LWC Property LLC 6947 W. Cermak Road	16-30-101-002-000	C	1/2/2019 Impr-L	81522-0	\$11,000.00	\$375.00
4 Joaquin D. Herrera Jr 6420 W. Pershing Road	16-31-424-031-000	R	1/2/2019 Impr-L	81523-0	\$15,000.00	\$485.00
5 Edward Stefancic 3526 S. Lombard Avenue	16-32-303-032-000	R	1/2/2019 Impr-L	81524-0	\$1,600.00	\$40.00
6 Richard Marshall & Katherine K 3647 S. Cuyler Avenue	16-32-309-014-000	R	1/2/2019 Plum-L	81525-0	\$4,800.00	\$135.00
7 Roso Remodeling Inc 6207 W. Roosevelt Road	16-20-103-007-000	C/R	1/2/2019 Impr-L	81526-0	\$2,800.00	\$130.00
8 Lucia Carrera 6500 W. Windsor Avenue	16-31-213-009-000	R	1/3/2019 Bldg-B	9175-1	\$0.00	\$100.00
9 Elton Cruz & Maria Cruz Rodrig 1219 S. Oak Park Avenue	16-19-200-013-000	R	1/3/2019 Impr-L	81057-1	\$0.00	\$50.00
10 HK ASSETS LLC 6732 W. Cermak Road	16-19-424-025-000	C	1/3/2019 Impr-L	81527-0	\$6,500.00	\$315.00
11 Maria Villagomez 1422 S. Cuyler Avenue	16-20-115-029-000	R	1/3/2019 Plum-L	81528-0	\$732.00	\$85.00
12 Kenneth Isaac 1347 S. Home Avenue	16-19-112-022-000	R	1/3/2019 Roof-L	81529-0	\$0.00	\$155.00
13 David & Theresa Embrey 1428 S. Gunderson Avenue	16-19-221-032-000	R	1/3/2019 Roof-L	81530-0	\$6,000.00	\$140.00
14						

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
15 Adan Aguirre 2356 S. Grove Avenue	16-30-111-023-000	R	1/3/2019 Impr-L	81531-0	\$4,325.00	\$135.00
REPLACING 5 WINDOWS. NO CHANGE IN SIZE OR STYLE. EGRESS SIGNED.						
15 Ridgeway Group LLC (Trust) 2117 S. Maple Avenue	16-19-325-008-000	R	1/3/2019 Impr-L	81532-0	\$1,600.00	\$90.00
REPLACE MISSING HOUSE DOWNSPOUT, PATCH FRONT CEMENT PORCH, REPLACE 2 DINING ROOM WINDOWS, REPLACE WINDOWS ON GARAGE, REPLACE GARAGE SERVICE DOOR AND OVERHEAD DOOR, SPOT TUCKPOINT GARAGE, SAND FLOORS						
16 Paul Gillis 1817 S. Scoville Avenue	16-19-413-006-000	R	1/3/2019 Impr-L	81533-0	\$4,135.00	\$85.00
INSTALL VYNIL SIDING ALUM SOFFIT/FASCIA ON GARAGE. REPLACE GARAGE SERVICE DOOR. SAME SIZE						
17 R&R Trategic Properties LLC 1516 S. Kenilworth Avenue	16-19-129-028-000	R	1/4/2019 Bldg-B	9184-0	\$6,000.00	\$850.00
FINISH BASEMENT TO INCLUDE: INSULATE BASEMENT WALLS, HANG AND TAPE DRYWALL, INSTALL NEW BATHROOM IN BASEMENT, MECHANICAL AND LAUNDRY ROOM AND CREATE AN OPEN RECREATIONAL SPACE, INSTALL EGRESS WINDOW. UPGRADE WATER METER TO 3/4". CALL WATER DEPARTMENT FOR						
18 Meta Holdings, LLC 3631 S. Cuyler Avenue	16-32-309-027-000	R	1/4/2019 Bldg-B	9185-0	\$5,000.00	\$710.00
BOILERS TO FORCED AIR, REMODEL BASEMENT TO INCLUDE MECH/LAUNDRY ROOM AND OPEN RECREATIONAL SPACE, INSTALL EGRESS TO CODE, REMODELING 2 EXISTING BATHROOMS. R/R PLUMBING FOR KITCHEN AND BATHROOMS, R/R ALL ELECTRICAL FIXTURES AND NEW PANEL. A/C CONDENSERS M						
19 Mr. Santos 1321 S. Kenilworth Avenue	16-19-114-015-000	R	1/4/2019 Impr-L	70849-1	\$9,800.00	\$160.00
REMOVE OLD STUCCO FROM WALLS. REPAIR WALLS WHERE NEEDED. INSTALL 1/2 INSUL . INSTALL HOUSEWRAP AND TAPE SIMS. INSTALL J CHANEL AROUND WINDOWS. INSTALL VINYL CORNERS. INSTALL VINYL D4 MASTIC OVATION SIDING.						
20 BERWYN 3 MANAGEMENT P 6922 W. Cermak Road	99-99-999-000-030	C	1/4/2019 Impr-L	81534-0	\$8,000.00	\$330.00
INSTALL NEW FIRE ALARM						
21 Julia T. Gallegos 3431 S. Wisconsin Avenue	16-31-130-030-000	R	1/4/2019 Roof-L	81535-0	\$4,800.00	\$125.00
T/O AND RESHINGLE HOUSE ROOF. CALL FOR FINAL INSPECTION.						

22

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit		
Joyce Johnson 23 John Borgeaud 24 Paul & Judy Peterson	6411 W. Fairfield Avenue 2702 S. Clinton Avenue 2222 S. Grove Avenue	16-31-214-032-000 16-30-312-007-000 16-30-103-028-000	REPLACE 2 BEDROOMS WINDOWS . EGRESS SIGNED. REPLACE FRONT STAIRS. REAR STORM DOOR MOVING POD DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMMING TRAFFIC.	R R R	1/4/2019 Impr-L 1/4/2019 Impr-L 1/4/2019 POD-L	81536-0 81537-0 81538-0	\$4,650.00 \$627.00 \$400.00	\$185.00 \$40.00 \$50.00
25 Jaime Zaplatosch	1334 S. Elmwood Avenue	16-19-214-034-000	VINYL SIDING ON GARAGE. ALUMN SOFFIT/FASCIA/GUTTERS ON GARAGE	R	1/4/2019 Impr-L	81539-0	\$4,535.00	\$85.00
26 Mayra Lopez & Carlos Mendoz 27 GAPAL INVESTMENT CORPO	6822 W. 30th Street 1304 S. Gunderson Avenue	16-30-324-011-000 16-19-213-027-000	pvc underground fees BUILD A NEW SINGLE FAMILY HOME WITH A 1 1/2 WATER SERVICE. 1ST FLOOR WILL CONSIST OF KITCHEN, LIVING ROOM, DINING ROOM, 1 BEDROOM AND 1 FULL BATHROOM. 2ND FLOOR WILL CONSIST OF 4 BEDROOMS, LAUNDRY ROOM, AND 2 FULL BATHROOMS. BASEMENT WILL CONSIST OF 1 FUL	R R	1/7/2019 Bldg-B 1/7/2019 Bldg-B	8636-1 9170-0	\$0.00 \$80,000.00	\$150.00 \$5,855.00
28 Anna D. Costas	1906 S. Elmwood Avenue	16-19-422-016-000	PLUMBING FINAL REINSPECTION -- DECONVERT BASEMENT TO OPEN AND UNFINISHED W/OUT ANY MAKESHIFT BEDROOMS/KITCHENS. ALL RELATED FIXTURES/PLUMBING TO BE CAPPED AT SOURCE. UTILITY ROOM TO REMAIN ENCLOSED AS THE ONLY ENCLOSURE IN BMST.	R	1/7/2019 Impr-L	81378-1	\$0.00	\$50.00
29 Marie N. Ouandja	1225 S. Kenilworth Avenue	16-19-106-017-000	REMOVAL OF UNWANTED DEBRIS AND R/R THE FLOORING AND DUMPSTER ON THE STREET. DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMMING TRAFFIC.	R	1/7/2019 Dump-L	81540-0	\$400.00	\$50.00
30 Angelika M. Kuehn	2311 S. Scoville Avenue	16-30-213-004-000	INSTALL GUTTERS ON THE GARAGE. DOWNSPOUTS MUST DISBURSE ONTO PRIVATE PROPERTY.	R	1/7/2019 Impr-L	81541-0	\$1,225.00	\$40.00
31								

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
<u>William Hoff</u> 1400 S. Home Avenue	16-19-119-024-000	R	1/7/2019 Impr-L	81542-0	\$3,000.00	\$105.00
<u>32</u> <u>Frank E. & Joyce S. France</u> 2232 S. Oak Park Avenue	16-30-104-030-000	R	1/7/2019 Impr-L	81543-0	\$0.00	\$100.00
<u>33</u> <u>Carlos Zepeda & Luz Zepeda</u> 6237 W. Roosevelt Road	16-20-102-005-000	C	1/8/2019 Bldg-B	8645-1	\$0.00	\$140.00
<u>34</u> <u>Novak Property Holdings, LLC</u> 2244 S. Oak Park Avenue	16-30-104-038-000	C	1/8/2019 Impr-L	80717-1	\$0.00	\$50.00
<u>35</u> <u>Ramon A Bello JR</u> 2338 S. Scoville Avenue	16-30-212-029-000	R	1/8/2019 Impr-L	81158-1	\$5,000.00	\$185.00
<u>36</u> <u>Ana P. & Antonio S. Corro</u> 2803 S. Harvey Avenue	16-29-319-002-000	R	1/8/2019 Fence-L	81447-1	\$0.00	\$50.00
<u>37</u> <u>Patricia Sykes & Isiah Swaniga</u> 2214 S. Ridgeland Avenue	16-30-207-023-000	R	1/8/2019 Impr-L	81544-0	\$25,500.00	\$450.00
<u>38</u> <u>Berwyn Apartments LP</u> 3137 S. Oak Park Avenue	16-31-200-013-000	C	1/8/2019 Impr-L	81545-0	\$10,275.00	\$375.00
<u>39</u> <u>MHR Homes LLC</u> 6729 W. 31st Street	16-30-415-035-000	R	1/8/2019 Impr-L	81546-0	\$5,000.00	\$635.00
<u>40</u> <u>Salvador & Kevin Hernandez</u> 3542 S. Home Avenue	16-31-303-034-000	R	1/8/2019 Impr-L	81547-0	\$300.00	\$90.00
<u>41</u> <u>Angela Leon</u> 2704 S. Cuyler Avenue	16-29-308-020-000	R	1/8/2019 Plum-L	81548-0	\$1,119.33	\$85.00
<u>42</u>						

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Jeremy Campbell 3107-09 S. Ridgeland Avenue	16-32-106-003-000	R	1/8/2019 Impr-L	81549-0	\$26,235.00	\$2,435.00
4 UNIT-GFI OUTLETS IN KITCHEN AREAS, BATHROOM AND LAUNDRY AREAS, INSTALL GFI IN GARAGE, INSTALL COVER PLATES, SWITCH PLATES AND OUTLET PLATES, INSTALL EMERGENCY LIGHTING IN STAIRWELL WITH DEDICATED CIRCUIT AND BATTERY BACK UP, CLEAN UP ALL ELECTRIC IN GAR						
43 Anthony P. Tselepis 2339 S. East Avenue	16-30-212-013-000	R	1/8/2019 Plum-L	81550-0	\$1,473.99	\$85.00
R/R WATER HEATER TO CODE.						
44 Luis P. Cabrera 3639 S. Cuyler Avenue	16-32-309-011-000	R	1/8/2019 Elec-L	81551-0	\$2,850.00	\$125.00
r/r electrical panel and meter socket, replace new gfci on 1st floor bathroom and in laundry room						
45 Diana K. Macias 2237 S. Home Avenue	16-30-101-022-000	R	1/8/2019 Elec-L	81552-0	\$2,250.00	\$40.00
100AMP REVISION, INSTALL NEW METER RISER, 30 SPACE 100AMP CIRCUIT, BREAKER PANEL AND PROPERLY GROUND SERVICE						
46 Enrique Moreno Molina 6424 W. 26th Street	16-30-404-073-000	R	1/8/2019 Impr-L	81553-0	\$400.00	\$140.00
COMPLIANCE REPAIRS. REPLACE GFCI OUTLET IN SECOND FLOOR BATHROOM AND KITCHEN COUNTER, 2WAY PRONG ELECTRICAL OUTLET TO BE MADE 3 PRONG TYPE, FULLY ENCLOSE BULB LIGHT FIXTURES, UPGRADE LIGHT SWITCHES AT SIDE STAIRWAY/ENTRYWAY, GARAGE PERIMETER OUTLETS TO BE						
47 Keystone Ventures LLC 7170 W. Cermak Road E	99-99-999-000-057	C	1/9/2019 Impr-L	78763-1	\$0.00	\$150.00
PAYING FOR 3 FAILED PLUMBING INSPECTION						
48 Loyola University Health System 3249 S. Oak Park Avenue	16-31-215-016-000	C	1/9/2019 Sign-L	81554-0	\$510,423,000.00	\$7,775.00
MACNEAL HOSPITAL TO LOYOLA CONVERSION SIGN CAMPUS PROGRAM						
49 N. Garcia & C. Onofre 1628 S. Harvey Avenue	16-20-302-030-000	R	1/9/2019 Elec-L	81555-0	\$19,854.00	\$360.00
INSTALL 27-PANEL ROOF MOUNTED SOLAR ENERGY SYSTEM. CALL FOR FINAL INSPECTION.						
50 Morton West High School 2400 S. Home Avenue	99-99-999-000-024	C	1/9/2019 Impr-L	81556-0	\$0.00	\$0.00
REMOVE AND REPLACE ADA CHAIR LIFT						
51						

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
52 <u>Jose & Maria Loza</u> 2530 S. Cuyler Avenue	16-29-124-026-000	R	1/9/2019 Impr-L	81557-0	\$4,800.00	\$135.00
<u>Ruben & Maricella Gonzalez</u> 6215 W. Roosevelt Road	16-20-103-003-000	C	1/9/2019 Roof-L	81558-0	\$800.00	\$50.00
53 <u>Ramiro & Maria D. Villa</u> 2705 S. Home Avenue	16-30-312-003-000	R	1/9/2019 Impr-L	81559-0	\$3,000.00	\$270.00
54 <u>James I. McSweeney</u> 2233 S. Harvey Avenue	16-29-103-016-000		1/9/2019 Impr-L	81560-0	\$2,000.00	\$40.00
55 <u>Dion Baran & Ismelda Baran</u> 2303 S. Highland Avenue	16-29-110-002-000	R	1/9/2019 Impr-L	81561-0	\$20,300.00	\$90.00
56 <u>WSSS, LLC</u> 3309 S. Harvey Avenue	99-99-999-000-013	R	1/10/2019 Bldg-B	8909-1	\$0.00	\$430.00
57 <u>Marie N. Ouandja</u> 1225 S. Kenilworth Avenue	16-19-106-017-000	R	1/10/2019 Bldg-B	9186-0	\$32,400.00	\$1,245.00
58						

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Antonio Sanchez 2426 S. Grove Avenue	16-30-111-032-000	R	1/10/2019 Bldg-B	9187-0	\$4,000.00	\$470.00
COMPLIANCE: ATF'S: INSTALLED 3/4 BATHROOM (CLOSET TOILET) IN BMST. R/R HEATING FURNACE TO CODE. REPLACE HOT WATER TANK. ATF BMST REMODEL. ATTIC ROOMS HAVE CONTROLLABLE PERMENANT HEAT SOURCE. ATTIC FRONT ROOM MUST HAVE AN EGRESS WINDOW. (EGRESS SIGNED) ENC						
59 Arasili Ibarra 2526 S. Euclid Avenue	16-30-224-024-000	R	1/10/2019 Impr-L	79167-2	\$0.00	\$50.00
REINSPECTION FEE FOR WATER LINES AND RR KICTHEN CABINETS AND APPLIANCES TO INSTALL A NEW KICTHEN (KITCHEN DRAIN) RR 2" PIPE FROM BMST TO THE 1ST FL REMOVE OBSOLETE DRAIN, INSTALL A NEW P-TRAP IN THE KITCHEN SINK						
60 James & Joanne Sparling 2401 S. Clarence Avenue	16-30-219-001-000	R	1/10/2019 Dump-L	81562-0	\$0.00	\$50.00
DUMPSTER TO CLEAN OUT DEBRIS FROM HOME FROM A TENANT DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMMMING TRAFFIC.						
61 Elizabeth M. Krozel 2524 S. Ridgeland Avenue	16-30-231-024-000	R	1/10/2019 Impr-L	81563-0	\$2,995.00	\$55.00
R/R BAD BRICKS ON BOTTOM 2-3 FT, NORTH/SOUTH TARRED WALL, SPOT TUCKPOINT FRONT WALL, PLASTER BAD BRICKS ON CHIMNEY.						
62 Paul T. Micus Trust #80023646 1224 S. Highland Avenue	16-20-101-028-000	R	1/10/2019 Impr-L	81564-0	\$4,790.00	\$85.00
GRIND/TUCKPOINT FRONT FACE BRICK. SPOT TUCKPOINT COMMON BRICK WALLS, R/R APPROX. 8 COURSES BAD BRICKS, CAULK WHERE SIDEWALK MEETS FOUNDATION, COVER BASEMENT STAIR WALLS WITH SMOOTH CEMENT.						
63 Melchor Domantay Jr 6912 W. 30th Place	16-30-325-015-000	R	1/10/2019 Impr-L	81565-0	\$2,795.00	\$55.00
TEAR DOWN CHIMNEY, REBUILD CHIMNEY, INSTALL NEW CAP AND RESEAL FLASHINGS.						
64 Senie R. Horton 3803 S. Elmwood Avenue	16-31-424-048-000	R	1/10/2019 HVAC-L	81566-0	\$4,544.00	\$115.00
R/R FURNACE. CALL FOR FINAL INSPECTION.						
65 Iliana Cespedes Benitez 3444 S. Lombard Avenue	16-32-133-051-000	R	1/10/2019 Impr-L	81567-0	\$3,500.00	\$120.00
REMODEL THE KITCHEN AND R/R FLOORING ON THE KITCHEN. OUTLETS MUST BE GFI.						
66 Shawn & Amanda Devries & 2109 S. Gunderson Avenue	16-19-430-003-000	R	1/10/2019 HVAC-L	81568-0	\$1,800.00	\$115.00
R/R FURNACE AND ADD 2 SUPPLY VENTS. CALL FOR FINAL INSPECTION.						
67						

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
68 Karina Rodriguez 2634 S. Euclid Avenue	16-30-400-030-000	R	1/10/2019 Impr-L	81569-0	\$1,639.00	\$90.00
69 Maria L. Soria 3548 S. Scoville Avenue	16-31-404-033-000	R	1/10/2019 Plum-L	81570-0	\$0.00	\$300.00
70 Frank Rubino 3800 S. Wenonah Avenue	16-31-326-015-000	R	1/10/2019 Impr-L	81571-0	\$10,399.00	\$475.00
71 Mark R. Mackowiak & Kim M. L 6520 W. Sinclair Avenue	16-31-227-010-000	R	1/10/2019 Impr-L	81572-0	\$7,032.00	\$180.00
72 Victorian Painters & General C 2416 S. Elmwood Avenue	16-30-222-024-000	R	1/10/2019 Roof-L	81573-0	\$8,000.00	\$100.00
73 Jeffrey D. & Robyn A. Carlson 2530 S. Kenilworth Avenue	16-30-115-025-000	R	1/10/2019 Impr-L	81574-0	\$0.00	\$200.00
74 John J. Dugaan & Catharine A. 2105 S. Harvey Avenue	16-20-332-003-000	R	1/10/2019 Impr-L	81575-0	\$17,807.00	\$330.00
75 Miguel & Melida Terrazas 1821 S. Euclid Avenue	16-19-409-009-000	R	1/10/2019 Impr-L	81576-0	\$2,910.00	\$105.00
76 Jorge Medina 1241 S. East Avenue	16-19-204-018-000	R	1/10/2019 Impr-L	81577-0	\$4,000.00	\$120.00
77 Placido Cadena, Juan M & Dian 3325 S. Kenilworth Avenue	16-31-126-014-000	R	1/10/2019 Impr-L	81578-0	\$2,800.00	\$115.00
78 Patrick Cantore 3804 S. Harvey Avenue	16-32-326-042-000	R	1/10/2019 Impr-L	81579-0	\$200.00	\$90.00

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

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Jose E. Almaraz 79	3701 S. Wenonah Avenue	16-31-319-002-000	DEMO EXISTING GARAGE AND SLAB ONLY	R	1/11/2019 Gar-B	9188-0	\$1,600.00	\$40.00
Michael Vendiola 80	2744 S. Harvey Avenue	16-29-310-038-000	(SEE NOTE FROM L-79857-0) FURNACE REPL 80% EFF 70K BTU'S INSTALLING CHIMNEY LINER. INSULATE AS NEEDED.	R	1/11/2019 HVAC-L	79857-1	\$0.00	\$150.00
Jean Miller 81	6430 W. 26th Street	16-30-404-063-000	ALL LEVELS TO HAVE UPGRADED HEATING SYSTEM AND CONTROLLABLE HEAT SOURCE TO EACH HABITABLE ROOM INCLUDING KITCHENS AND BATHROOMS. DE-CONVERT GAS SPACE HEATERS. RR 1ST FL BATHROOM TO CODE AND APPLY FINISH COAT. INSTALL GCFI OUTLETS IN BATHROOM. EACH UNIT MU	R	1/11/2019 Impr-L	81366-1	\$12,400.00	\$635.00
Pete Highland Realty LTD 82	3836 S. Clarence Avenue	16-31-422-055-000	PLUMBING FEE ROUGH ONLY. CHLOROLOY INSPECTION FEE.	R	1/11/2019 Impr-L	81429-1	\$0.00	\$100.00
Walter & Karen Fritz 83	3118 S. Clarence Avenue	16-31-202-020-000	R/R SHED WALL ENCLOSURE ATTACHED TO THE REAR OF THE HOUSE THAT LEADS TO THE BASEMENT - NEW 2' X 4'S, PLYWOOD, DOOR AND NEW SIDING ON THE OUTSIDE.	R	1/11/2019 Impr-L	81580-0	\$400.00	\$50.00
Allstate BK Real Estate Holding 84	6701 W. Roosevelt Road	16-19-201-009-000	REPLACE SANITARY SERVICE CONNECTING TO EXISTING MAIN.	C	1/11/2019 Impr-L	81581-0	\$12,000.00	\$415.00
G.A.F Properties LLC 85	1524 S. Lombard Avenue	16-20-126-030-000	INTERIOR DEMOLITION: REMOVE ALL CARPETING, DRYWALL, CEILING, BASEBOARD HEATING, INTERIOR DOOR, TOILETS, VANITY AND KITCHEN CABINETS. COMPLETE INTERIOR DEMO. NO OTHER WORK ON THIS PERMIT. DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMMUN	R	1/11/2019 Impr-L	81582-0	\$2,500.00	\$105.00
Karen S. Mason 86	6430 W. 27th Street	16-30-410-018-000	TILE BACKSPLASH IN KITCHEN	R	1/11/2019 Impr-L	81583-0	\$0.00	\$40.00
Public Safety Building 87	6401 W. 31st Street	16-30-419-007-000	REPLACE 9 EXISTING ANTENNAS WITH 9 NEW T-MOBIL ANTENNA AND ASSOCIATED EQUIPMENT	M	1/11/2019 Impr-L	81584-0	\$30,000.00	\$475.00
Patrick & Barbara Pszczola 88	2239 S. Elmwood Avenue	16-30-207-019-000	R/R BOILER	R	1/11/2019 Impr-L	81585-0	\$6,390.00	\$200.00

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit			
Jeffery A. & Anne Halsema 89	3647 S. Maple Avenue	16-31-309-013-000	R/R FURNACE	R	1/11/2019 HVAC-L	81586-0	\$3,290.00	\$115.00	
Cassidy Tire	7000 W. Ogden Avenue	16-31-319-035-000	DEMO OF EXISTING DROP CEILING GRID AND TILES, DEMO OF A FEW DRYWALL PARTITIONS NON-BEARING WALLS, DEMO OF 1 CYLINDER MASONRY WALL THAT IS NON-BEARING, INSTALL A NEW GARAGE DOOR, REPAIRING THE INSULATION THAT IS IN THE CEILING ABOVE, REFINISH PAINT THROUGH	C	1/11/2019 Impr-L	81587-0	\$20,000.00	\$360.00	
90	Kenneth J. and Anna M. Vlk	1413 S. Home Avenue	16-19-120-006-000	REMOVAL OF BATH TUB AND INSTALLING HANDICAPPED ACCESSIBKE WALK IN TUB.	R	1/11/2019 Impr-L	81588-0	\$16,464.00	\$0.00
91	Michael Bulster	3420 S. Home Avenue	16-31-131-018-000	FRONT OPEN WOOD PORCH REPLACEMENT	R	1/11/2019 Impr-L	81589-0	\$20,800.00	\$525.00
92	Virgilia Cheng	2126 S. Wisconsin Avenue	16-19-325-021-000	REBUILD CHIMNEY AND INSTALL STAINLESS CHIMNEY LINER TO CODE.	R	1/11/2019 Impr-L	81590-0	\$4,115.00	\$260.00
93	William M & Noelle H Combs	3317 S. Home Avenue	16-31-124-008-000	INSTALL STAINLESS STEEL CHIMNEY LINER TO CODE.	R	1/11/2019 Impr-L	81591-0	\$2,666.00	\$155.00
94	E & M Fredericks	2505 S. East Avenue	16-30-228-003-000	CHIMNEY REBUILD AND INSTALL STAINLESS LINER SLEEVE FOR CHIMNEY FLUE.	R	1/11/2019 Impr-L	81592-0	\$4,400.00	\$260.00
95	Rogelio H. Anaya & Maria Ana	1917 S. Clinton Avenue	16-19-321-007-000	R/R 5 KITCHEN, 5 LIVING ROOM AND 3 DINING ROOM WINDOWS ON THE 1ST FLOOR.	R	1/11/2019 Impr-L	81593-0	\$2,860.00	\$55.00
96	Joe Gallegos	1236 S. Lombard Avenue	16-20-103-033-000	RR (1) WINDOW IN ATTIC USED FOR STORAGE.	R	1/11/2019 Impr-L	81594-0	\$100.00	\$40.00
97	James Arneson & Aric Duncan	3619 S. Highland Avenue	16-32-310-007-000	216 SQ. FT OF CRAWLSPACE ENCAPSULATION	R	1/11/2019 Impr-L	81595-0	\$2,497.00	\$55.00
98	John & Lynsey Von Seggern	3114 S. Euclid Avenue	16-31-200-020-000	INSTALLATION OF 64' OF WHICH 30' OF 5' HIGH WOOD FENCE. SOUTH SIDE FENCE ENCLOSURE. NEIGHBOR PERMISSION OBTAINED (3118 EUCLID). JULIE DIG # A000081826	R	1/11/2019 Fence-L	81596-0	\$2,586.00	\$135.00
99									

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Janel A. King & Bernadette O. 3746 S. Oak Park Avenue 100	16-31-323-037-000	R	1/11/2019 Roof-L	81597-0	\$3,595.00	\$125.00
T/O AND RR ICE/WATER SHIELD, FELT, FLASHING ALL TO CODE.						
Jose E. Almaraz 3701 S. Wenonah Avenue 101	16-31-319-002-000	R	1/11/2019 Impr-L	81598-0	\$2,000.01	\$140.00
RR EXISTING WOOD FENCE ALONG NORTH SIDE W/T 6 FT SOLID FENCE. RR SOUTH SIDE FRONT END BETWEEN NEIGHBOR (3707 WENONAH) 5+1 LATTICE. REMOVE DILAPITATED REAR OLD GARAGE/SHED TO MAKE WAY FOR DRIVEWAY INSTALL FROM ALLEY TO ATTACHED GARAGE AT HOME. REMOVE POOL.						
John Parrish 2550 S. Oak Park Avenue 102	16-30-117-040-000	C	1/11/2019 Sign-L	81599-0	\$3,000.00	\$350.00
REMOVE AND INSTALL 2 NEW CABINETS SIGN FACES AND THE 2 FACES ON THE POLE SIGN.						
David Acevedo 3147 S. Harvey Avenue 103	16-32-109-007-000	R	1/14/2019 Bldg-B	9058-1	\$0.00	\$230.00
REINSPECTION HVAC ROUGH AND FRAMING. PAYING FOR PVC HEAD AND BEDDING FOR 1ST FLOOR REMODEL THE KITCHEN AND RETILE THE 1ST FLOOR BATHROOM ONLY. FRAME OUT BASEMENT FOR A RECREATIONAL SPACE WITH A NEW 1/2 BATHROOM. - LAUNDRY AND MECHANICAL ROOM ARE EXISTING						
Timothy & Dena Yangas 2527 S. Euclid Avenue 104	16-30-225-011-000	R	1/14/2019 Bldg-B	9171-1	\$0.00	\$100.00
2 plumbing underground reinspections						
Harris Bank 7100 W. Ogden Avenue 105	16-31-317-006-000	C	1/14/2019 Bldg-B	9189-0	\$85,000.00	\$2,445.00
INTERIOR TENANT BUILD OUT. WORK TO INCLUDE PARTIAL DEMO, PARTITIONS, FINISHES, CEILINGS, MECHANICAL AND ELECTRICAL AND EXPANDING CURRENT BATHROOM TO MEET ADA REQUIREMENTS.						
Juan Pablo Sanchez 6908 W. 29th Place 106	16-30-318-015-000	R	1/14/2019 Bldg-B	9190-0	\$60,750.00	\$3,100.00
DORMER AND INTERIOR REMODEL - 1ST FLOOR REMODEL THE KITCHEN AND BATHROOM. 2ND FLOOR NEW DORMER AND WILL INCLUDE THE 2 EXISTING BEDROOM AND 1 NEW FULL BATHROOM. R/R WINDOWS AND BRING TO EGRESS CODE WHERE REQUIRED. BRING STAIR CASE UP TO CODE AND MOVE THE						

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

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<u>107</u> JAMES MORRONE 3702 S. Highland Avenue	16-32-317-010-000	R	1/14/2019 Bldg-B	9191-0	\$140,000.00	\$0.00
			COMPLETE INTERIOR GUT AND REHAB, 2ND STORY ADDITION WITH 2 FULL BATHROOMS AND 3 BEDROOMS, 1ST FLOOR KITCHEN AND BATHROOMS REMODEL, BASEMENT TO INCLUDE 1 RECREATIONAL ROOM, 1 BEDROOM AND 1 BATHROOM, MECHANICAL/LAUNDRY ROOM. ALL ELECTRIC, PLUMBING AND HVAC			
<u>108</u> ROBERT FRANCIS WHITE 1344 S. Wisconsin Avenue	16-19-109-036-000	R	1/14/2019 Impr-L	81600-0	\$15,000.00	\$735.00
			2 UNIT -- R/R WINDOWS AND BRING WINDOWS TO EGRESS CODE WHERE REQUIRED. IN UNIT 2 REMODEL THE KITCHEN AND BATHROOM - REPLACE ALL ELECTRICAL DEVICES. DEMO AND REPLACE BATHROOM TILES AND FIXTURES. IN UNIT 1 REMODEL THE BATHROOM. REPAIR DRYWALL, PAINTING AND			
<u>109</u> Mamoon (Nick) Kishta 1817 S. Harlem Avenue	16-19-308-058-000	C	1/14/2019 Elec-L	81601-0	\$0.00	\$50.00
			PRELIMINARY ELECTRICAL INSPECTION OF PROPERTY DUE TO FIRE. NO WORK ON THIS PERMIT.			
<u>110</u> Henry & Louise Hermann 2701 S. Grove Avenue	16-30-313-031-000	R	1/14/2019 Plum-L	81602-0	\$5,700.00	\$150.00
			SPOT REPAIR TO SANITARY LINE AND INSTALL CLEAN OUT. ALL ON PRIVATE PROPERTY. JULIE DIG #A0071618			
<u>111</u> Noreen Mc Ginley 2227 S. East Avenue	16-30-204-017-000	R	1/14/2019 HVAC-L	81603-0	\$5,265.00	\$115.00
			R/R FURNACE, REUSE EXISTING LINER. CALL FOR FINAL INSPECTION.			
<u>112</u> Lawrence & Twana Artz 2412 S. Ridgeland Avenue	16-30-223-024-000	R	1/14/2019 Impr-L	81604-0	\$6,257.00	\$190.00
			TEAR DOWN SAND REBUILD THE STOOP ON BOTH SIDES OF THE FRONT STEPS WITH NEW BRICK, RE-USE EXISTING LIMESTONE, REPLACE 1 PIECE OF DAMAGED LIMESTONE ON THE BOTTOM OF THE NORTH SIDE OF THE NORTH STOOP.			
<u>113</u> Thomas Z. Camron & Linda B. 1405 S. Elmwood Avenue	16-19-223-003-000	R	1/14/2019 Plum-L	81605-0	\$3,800.00	\$120.00
			EMERGENCY REPAIR -- REPLACE 4" SOIL STACK			

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
3112 GROVE LLC 3112 S. Grove Avenue	16-31-106-023-000	C	1/14/2019 Impr-L	81606-0	\$20,000.00	\$1,360.00
114 Josephine C. Trybalski Trust 2625 S. Oak Park Avenue	16-30-400-012-000	R	1/14/2019 Dump-L	81607-0	\$0.00	\$50.00
115 Rogelio Anaya & Maria Anaya 1924 S. Scoville Avenue	16-19-420-024-000	R	1/15/2019 Impr-L	81608-0	\$400.00	\$40.00
116 Cesar Hernandez & Laura Negr 1524 S. Cuyler Avenue	16-20-123-030-000	R	1/15/2019 Impr-L	81609-0	\$7,726.00	\$130.00
117 Christopher Campbell & Jill Du 3130 S. Wenonah Avenue	16-31-102-034-000	R	1/15/2019 Impr-L	81610-0	\$300.00	\$50.00
118 Wilson G & S & A 6616 W. Cermak Road	16-19-427-029-000	C	1/15/2019 Roof-L	81611-0	\$32,500.00	\$545.00
119 Shawn & Amanda Devries & 2109 S. Gunderson Avenue	16-19-430-003-000	R	1/15/2019 Elec-L	81612-0	\$4,150.00	\$235.00
120 Daniel Arrezola & Pauline Arrez 3135 S. Ridgeland Avenue	16-32-106-006-000	R	1/15/2019 Impr-L	81613-0	\$0.00	\$40.00
121 Calletano Herrera 3608 S. Ridgeland Avenue	16-31-414-023-000	R	1/16/2019 Plum-L	79039-3	\$0.00	\$50.00
122 Family Construction & Manage 3319 S. Clarence Avenue	16-31-224-034-000	R	1/16/2019 Impr-L	81406-1	\$1,400.00	\$90.00
123 J. K. Nayak 1839 S. Harlem Avenue	16-19-308-060-000	C	1/16/2019 Impr-L	81614-0	\$750.00	\$40.00
124						

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Jagannath K. Nayak 125 7148 W. 16th Street	16-19-300-051-000	C	1/16/2019 Impr-L	81615-0	\$0.00	\$40.00
Geraldine Beimal Ferguson 126 3725 S. Clinton Avenue	16-31-321-036-000	R	1/16/2019 Impr-L	81616-0	\$6,991.00	\$165.00
Renee Rodriguez 127 2116 S. Gunderson Avenue	16-19-429-016-000	R	1/16/2019 Impr-L	81617-0	\$7,798.00	\$130.00
Bob Dziedzic 128 1528 S. East Avenue	16-19-227-030-000	R	1/16/2019 Impr-L	81618-0	\$1,800.00	\$510.00
Patricia Ernst 129 3314 S. East Avenue	16-31-224-038-000	R	1/16/2019 Impr-L	81619-0	\$500.00	\$90.00
Premier 1 Homes LLC 130 1417 S. Wesley Avenue	16-19-218-008-000	R	1/17/2019 Dump-L	81472-1	\$0.00	\$50.00
Kimberley Freeland 131 1926 S. Euclid Avenue	16-19-416-036-000	R	1/17/2019 Impr-L	81620-0	\$3,768.00	\$120.00
Vito Chiovari 132 6926 W. Windsor Avenue	99-99-999-000-044	C	1/17/2019 Elec-L	81621-0	\$4,000.00	\$570.00

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
<u>133</u> Katrina D. Lloyd 1416 S. Lombard Avenue	16-20-118-026-000	R	1/17/2019 Impr-L	81622-0	\$350.00	\$90.00
<u>134</u> Douglas Meier & Melissa Made 3140.5 S. Grove Avenue	16-31-106-041-000	R	1/18/2019 Bldg-B	9192-0	\$46,675.00	\$1,255.00
<u>135</u> Cibrook Ltd 1331 S. Oak Park Avenue	16-19-208-012-000	R	1/18/2019 Bldg-B	9193-0	\$63,400.00	\$1,900.00
<u>136</u> Daniel & Gwendolyn Munroe 1237 S. Highland Avenue	16-20-102-019-000	R	1/18/2019 Impr-L	81623-0	\$470.00	\$40.00
<u>137</u> Luis P. Cabrera 3639 S. Cuyler Avenue	16-32-309-011-000	R	1/18/2019 Impr-L	81624-0	\$6,000.00	\$300.00
<u>138</u> North Shore Holdings, Ltd 3836 S. Lombard Avenue	16-32-327-041-000	R	1/22/2019 Bldg-B	9102-1	\$0.00	\$150.00
<u>139</u> Art Scalfaro 6500-12 W. Cermak Road	16-19-429-025-000	C	1/22/2019 Impr-L	81625-0	\$0.00	\$235.00
<u>140</u> City of Berwyn 6700 W. 26th Street SCA	99-99-999-111-071		1/22/2019 SmCell-L	81626-0	\$120,000.00	\$1,400.00

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Karin E. Carrero 1429 S. Clinton Avenue	16-19-121-012-000	R	1/22/2019 Impr-L	81627-0	\$2,000.00	\$190.00
141 Rodolfo Ramirez 6849 W. Riverside Drive	16-30-107-017-000	R	1/22/2019 Plum-L	81628-0	\$1,869.85	\$85.00
142 Alejandro Uribe 7050 W. 29th Street	16-30-316-003-000	R	1/22/2019 Impr-L	81629-0	\$1,500.00	\$140.00
143 Christopher & Ramanita Gonzal 1306 S. Elmwood Avenue	16-19-214-023-000	R	1/22/2019 Impr-L	81630-0	\$800.00	\$140.00
144 Isidro Barriga 1923 S. Kenilworth Avenue	16-19-322-009-000	R	1/22/2019 Impr-L	81631-0	\$9,500.00	\$510.00
145 Meta Holdings, LLC 3631 S. Cuyler Avenue	16-32-309-027-000	R	1/23/2019 Bldg-B	9185-1	\$0.00	\$130.00
146 GW Berwyn LLC 3735 S. Harlem Avenue	16-31-316-001-000	R	1/23/2019 Bldg-B	9194-0	\$50,000.00	\$415.00
147 Alicia Aguilar Santos 3816 S. Wisconsin Avenue	16-31-325-019-000	R	1/23/2019 Elec-L	81436-1	\$0.00	\$50.00
148 Lisa A. Whitty & David M. Bradl 3439 S. Wisconsin Avenue	16-31-130-015-000	R	1/23/2019 Impr-L	81632-0	\$21,000.00	\$785.00
149						

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #		Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
<u>150</u> Maria Rosario Silva & Jose Car 1500 S. Oak Park Avenue	16-19-131-024-000	ATF: DECONVERT "ILLEGAL" APT IN 2ND FL. (2ND FL. UNIT WAS DECONVERTED INTO 2/SPLIT UNITS) REMOVE PARTITION WALLS. REMOVE & CAP KITCHEN ADDED IN 2ND FL. UNIT COMPLETELY. CAP AT SOURCE. DECOVERT AND CAP AT SOPURCE W/ BMST KIYTCHEN, ALL CABINETS, SINK (CAP)	C/R	1/23/2019 Impr-L	81633-0	\$1,000.00	\$140.00
<u>151</u> Agent Equity Partners 3742 S. Home Avenue	16-31-319-038-000	ATF FOR A DUMPSTER	R	1/23/2019 Dump-L	81634-0	\$0.00	\$50.00
<u>152</u> Rosa J. Cruz & Diana De La Cr 3624 S. Wisconsin Avenue	16-31-309-045-000	INSTALL EGRESS IN BASEMENT, BDEROOM. INSTALL GCFI'S AS NEEDED IN KITCHE, BATHROOM, AND GARAGE. BEDROOMS TO HAVE CONTROLLABLE HEAT SOURCE (ELEC BASEBOARD) REAPIR AND REPLACE/INSTALL GATE AT ALLEY REAR. NEIGHBOR PERMISSION SIGNED. JULIE DIG # X000091036	R	1/23/2019 Impr-L	81635-0	\$4,000.00	\$235.00
<u>153</u> perez 1807 S. Clinton Avenue	16-19-313-003-000	R/R HOT WATER HEATER	R	1/23/2019 Plum-L	81636-0	\$1,350.00	\$85.00
<u>154</u> Michael Moore & Maria C. Mor 3130 S. Maple Avenue	16-31-100-025-000	T/O AND RESHINGLE HOUSE ROOF.	R	1/23/2019 Roof-L	81637-0	\$5,800.00	\$65.00
<u>155</u> Richard & Donna Davidson 2639 S. Wesley Avenue	16-30-402-021-000	INSTALL CLEAN OUT ON PRIVATE PROPERTY. JULIE DIG X0230704	R	1/23/2019 Plum-L	81638-0	\$2,800.00	\$105.00
<u>156</u> Carlos Garcia 3222 S. Harvey Avenue	16-32-113-020-000	R/R BOILER - CHIMNEY LINER IS EXISTING - A WATTS 9-D DOUBLE CHECK VALVE IS ACCEPTABLE ON SINGLE FAMILY RESIDENCES ONLY. MULTI-FAMILY RESIDENCES REQUIRE A RPZ VALVE.	R	1/24/2019 HVAC-L	81639-0	\$5,700.00	\$200.00
<u>157</u> Andrew Rusinas & Rima Kupry 6923 W. 31st Street	16-30-325-028-000	R/R WINDOWS IN BEDROOMS-CHECK FOR EGRESS. CALL FOR INSPECTION.	R	1/24/2019 Impr-L	81640-0	\$7,897.00	\$180.00
<u>158</u> Wilmington Savings Fund 2536 S. Clinton Avenue	16-30-114-027-000	INSTALL NEW PANEL 200 AMP. LABEL PANEL INSTALL GFCI IN GARAGE. REPAIR OVERHEAD SERVICE AND ANCHOR	R	1/24/2019 Bldg-R	6730-4	\$2,275.00	\$105.00

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Asif Mohammed 2704 S. Euclid Avenue	16-30-406-021-000	R	1/25/2019 Bldg-B	9195-0	\$100,000.00	\$610.00
COMPLETE INTERIOR REMODEL - 1ST WILL HAVE KITCHEN, 1/2 BATH, 1 BEDROOM, LIVING ROOM AND DINING ROOM. 2ND WILL HAVE 3 NEW BEDROOMS AND 2 NEW BATHROOMS WITH WINDOWS TO EGRESS CODE. BASEMENT WILL BE FINISHED WITH LAUNDRY ROOM, MECHANICAL ROOM, A NEW BATHROOM						
159 Wesley and Krista Lane 3520 S. Elmwood Avenue	16-31-408-025-000	R	1/25/2019 Impr-L	81090-1	\$2,000.00	\$90.00
paying for 2nd rough plumbing inspection and replacing ceramic tile on the tub area of the 2nd floor bathroom.						
160 Thomas Lang 3142 S. Grove Avenue	16-31-106-042-000	R	1/25/2019 Impr-L	81641-0	\$10,485.00	\$300.00
R/R BOILER WITH FLEX ALUMINUM LINER INSTALL AS NEEDED. CALL FOR INSPECTIONS.						
161 Carlos Gamez Vital & Maricruz 3838 S. Oak Park Avenue	16-31-331-031-000	R	1/25/2019 Elec-L	81642-0	\$700.00	\$90.00
INSTALL 2 EMERGENCY LIGHT ON STAIRWAY AND INSTALL 2 GFCI IN GARAGE.						
162 Kathy Ellen Dunn 1411 S. Maple Avenue	16-19-117-005-000	R	1/25/2019 Impr-L	81643-0	\$21,545.00	\$390.00
31 PANEL ROOF MOUNTED SOLAR ARRAY WITH DISCONNECTS						
163 Eriik Corral 2620 S. Lombard Avenue	16-29-303-030-000	R	1/28/2019 Impr-L	81644-0	\$15,000.00	\$860.00
COMPLIANCE: (3) PRONG GROUNDED OUTLETS REQ. ENSLOSE ALL BULBS CLOSET LIGHTS. GARAGE DOOR OPENER REQ. ITS OWN OUTLET. GFCI OUTLETS OUTSIDE/FRONT AND BACK W/ COVER GARAGE + SHED. GCFI OUTLETS ENTIRE KITCHEN COUNTERS , LAUNDRY, BMST BATHROOM. BMST BATHROOM R						
164 Oscar Villarreal 3030 S. East Avenue	16-30-418-031-000	R	1/28/2019 Impr-L	81645-0	\$2,684.00	\$105.00
R/R 3 WINDOWS IN BEDROOM-CHECK FOR EGRESS AND DINING ROOM. CALL FOR FINAL INSPECTION.						
165 Lorena Aguilar & Javier Sando 2748 S. Harvey Avenue	16-29-310-040-000	R	1/28/2019 Impr-L	81646-0	\$5,577.00	\$150.00
R/R WINDOWS IN FRONT ROOM, KITCHEN AND BEDROOMS-CHECK FOR EGRESS, CALL FOR FINAL INSPECTION.						
166 Rosa J. Cruz & Diana De La Cr 3624 S. Wisconsin Avenue	16-31-309-045-000	R	1/28/2019 Impr-L	81647-0	\$2,875.00	\$105.00
R/R WINDOWS IN BASEMENT AND BASEMENT BEDROOM-CHECK FOR EGRESS. CALL FOR FINAL INSPECTION.						
167						

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Harold & Georgianne Kunde 1908 S. Harvey Avenue 168	16-20-323-021-000	R	1/28/2019 Elec-L	81648-0	\$5,670.00	\$100.00
Ana P. Munoz 1318 S. Cuyler Avenue 169	16-20-107-025-000	R	1/29/2019 Bldg-B	8442-3	\$0.00	\$50.00
Melissa Ramirez & Marcos Her 6439 W. 32nd Street	16-31-210-011-000	R	1/29/2019 Bldg-B	9196-0	\$28,000.00	\$970.00
G. Paunovic 3139 S. Harlem Avenue 170	16-31-100-014-000	R	1/29/2019 Elec-L	81649-0	\$1,000.00	\$140.00
Thomas R. Coffman & Daria Zv 2324 S. Oak Park Avenue 171	16-30-112-035-000	R	1/29/2019 Impr-L	81650-0	\$300.00	\$40.00
Corey D. Labadie 1307 S. Highland Avenue 172	16-20-109-003-000	R	1/29/2019 Impr-L	81651-0	\$6,254.58	\$165.00
Alan Echalar & Emerita Casallo 1347 S. Harvey Avenue 173	16-20-110-018-000	R	1/29/2019 Impr-L	81652-0	\$11,693.00	\$240.00
Eduardo Pacheco 3832 S. Ridgeland Avenue 174	16-31-424-117-000	R	1/29/2019 Impr-L	81653-0	\$8,771.00	\$195.00
Robert Nemecek 3046 S. Oak Park Avenue 175	16-30-326-034-000	R	1/29/2019 Impr-L	81654-0	\$800.00	\$90.00

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

Friday, February 01, 2019

Between: 1/1/2019 And 1/31/2019

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
US Bank Trust NA 1231 S. Ridgeland Avenue	16-20-100-011-000	R	1/31/2019 Bldg-B	9045-5	\$0.00	\$65.00
permit final reinspection for FULL REHAB-BRING BASEMENT BACK TO OPEN UNFINISHED WITH LAUNDRY AND MECHANICAL ROOM, 1ST FLOOR WILL REMODEL KITCHEN AND FULL BATHROOM, R/R WINDOWS TO EGRESS CODE, ATTIC WIL BE UNFISHED WITH A STORAGE ROOM ONLY, BOILERS TO FORC						
177 John Knopasek 6418 W. 33rd Street	16-31-226-012-000	R	1/31/2019 HVAC-L	81655-0	\$2,850.00	\$115.00
R/R FURNACE TO CODE.						
178 Beckon-Stansbury Property De 3646 S. Home Avenue	16-31-319-036-000	R	1/31/2019 Impr-L	81656-0	\$0.00	\$90.00
INTERIOR DEMO TO INCLUDE REMOVAL OF KITCHEN CABINETS, AND DRYWALL, BATHROOM TOILET AND VANITY, FLOORING. NO OTHER WORK ON THE PERMIT. DUMPSTERS/PODS REQUIRE A FLASHING BARRICADE ON THE SIDE OF INCOMMING TRAFFIC.						
179 John Griffin 3741 S. Elmwood Avenue	16-31-419-115-000	R	1/31/2019 HVAC-L	81657-0	\$7,796.00	\$190.00
REPLACE 80% FURNACE AND A/C CONDENSOR						
180						
180 Building and Local Improvement Permits Issued During Period				Totals	\$512,017,625.76	\$60,685.00

Robert J. Lovero
Mayor



**Collections and
Licensing**

K-5(a)

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910
www.berwyn-il.gov

February 7, 2019

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

Dear Mayor and Council Members:

The adjudication fines collected in accordance with Local Ordinance Tickets, by the Police Department and recorded by the Collection department during January, 2019 amounted to \$1500.00

Ticket copies are on file with the Parking Division located in the City of Berwyn's Police Department.

I, the undersigned, hereby acknowledge the total sum of \$1500.00 as herein above mentioned.

Jeannette Rendon
For Rasheed Jones
Finance Director

<u>ACCOUNT NUNMBER</u>	<u>AMOUNT</u>
00088	\$1500.00
Through 005863	
	Amount totaled due to
	Number of transaction
TOTAL	\$1500.00

Robert J. Lovero
Mayor



**Collections and
Licensing**

K-5 (b)

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910
www.berwyn-il.gov

February 7, 2019

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

Dear Mayor and Council Members:

The Compliance Tickets, which were collected by the Records Division of the Police Department and recorded by the Collections Department in January, 2019 amounted to \$6,446.00

A report copy for each month is attached and ticket copies are on file in the Records Division of the Berwyn Police Department.

I, the undersigned, hereby acknowledge
The total sum of \$6,446.00 as herein above
mentioned.

Jeannette Rendon
For Rasheed Jones
Finance Director

<u>ACCOUNT NUNMBER</u>	<u>AMOUNT</u>
00083	\$6,446.00
Through 05897	
	Amount totaled due to
	Number of transaction
TOTAL	\$6,446.00

Robert J. Lovero
Mayor



Collections and
Licensing

K-5(e)

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910
www.berwyn-il.gov

February 7, 2019

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

Dear Mayor and Council Members:

The Seizure and Impound Fees collected by the Records Division of the Berwyn Police Department and recorded by the Collection department during January, 2019, amounted to \$8,500.00.

The Police Department Records Division has report copies on file.

I, the undersigned, hereby acknowledge
the total sum of \$8,500.00 as herein above
mentioned.

Jeannette Rendon
For Rasheed Jones
Finance Director

<u>ACCOUNT NUNMBER</u>	<u>AMOUNT</u>
00083	\$8,500.00
Through 05872	
	Amount totaled due to
	Number of transaction
TOTAL	\$8,500.00

Robert J. Lovero
Mayor



Collections and
Licensing

K-5(d)

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910
www.berwyn-il.gov

February 7, 2019

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

Dear Mayor and Council Members:

The Local Ordinance Fines which were collected by the City of Berwyn (Building/Neighborhood Affairs) and recorded by the Collection department in January, 2019, amounted to \$11,185.00 Report copies are in their respective files and balancing copies are referred to the Finance Department on a daily basis or as received and recorded.

I, the undersigned, hereby acknowledge the sum of \$11,185.00 as herein above mentioned.

Jeannette Rendon
For Rasheed Jones
Finance Director

<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
00021	\$11,185.00
Through 06118	
	amount totaled due to
	number of transactions
TOTAL	\$11,185.00

Robert J. Lovero
Mayor



**Collections and
Licensing**

K-5(e)

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910
www.berwyn-il.gov

February 7, 2019

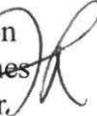
Honorable Mayor Robert J. Lovero
And Members of the City Council
Berwyn City Hall
Berwyn, Illinois 60402

Dear Mayor and Council Members:

The parking violation tickets, (P) tickets, which were collected by the parking violation fine clerk and the Collection department during January, 2019 amounted to \$139,545.00

A copy of these ticket numbers and amounts are attached and tickets are on file in the parking fine Collector's Office.

I, the undersigned, hereby acknowledge
the total sum of \$139,545.00 as herein above
mentioned.

Jeannette Rendon
For Rasheed Jones
Finance Director. 

<u>ACCOUNT NUMMBER</u>	<u>AMOUNT</u>
00088	\$139,545.00
Through 05868	
	Amount totaled due to
	Number of transaction
TOTAL	\$139,545.00

Robert J. Lovero
Mayor



**Collections and
Licensing**

K-5(f)

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910
www.berwyn-il.gov

February 7, 2019

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

Dear Mayor and Council Members:

Attached please find a list of business licenses which were issued by the Collection and Licensing Department for the month of January, 2019. Included are storefronts & phone use only businesses. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending as well as businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Jeannette Rendon

Jeannette Rendon
For Rasheed Jones
Finance Director

BERWYN BUSINESSES - LICENSED IN JANUARY, 2019 (STOREFRONTS)

Address

Business Name

Owner

Phone #

NO NEW BUSINESSES LICENSED DURING THE MONTH OF JANUARY

PER LICENSING OFFICER ANTHONY PERRI

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>Berwyn Auto</i>			(708) 788-3300	18083
6317 W. Ogden Avenue	Berwyn IL 60402	9/12/2018		
<i>Berwyn Tobacco and Vapes</i>				18074
2825 S. Harlem Avenue	Berwyn IL 60402	7/10/2018		
<i>Chem - Wise Ecological Pest Management</i>			(708) 777-1910	18387
1327 S. Harlem Avenue	Berwyn IL 60402	12/18/2018		
<i>Community Nutrition Network & Snr. Svc's</i>	<i>Suite 202</i>		(312) 207-5290	15197
3239 S. Grove Avenue	Berwyn IL 60402	6/21/2018		
<i>Crazy Panda's Biker Gear</i>				18252
6936 W. Windsor Avenue	Berwyn IL 60402	10/4/2018		
<i>Devon Porter d.b.a. Wizzardblade Cuts</i>				18144
6247 W. Roosevelt Road	Berwyn IL 60402	8/6/2018		
<i>Enterprise Rent -a- Car</i>			(708) 749-2000	12778
6301 W. Ogden Avenue	Berwyn IL 60402	3/16/2012		
<i>Erika Leon d.b.a. Freaking Healthy</i>			(708) 515-8776	17980
2723 S. Ridgeland Avenue	Berwyn IL 60402	5/14/2018		
<i>Fernando Fuentes D.B.A. Roberto's Place</i>				13011
3244 S. OakPark Avenue	Berwyn IL 60402	2/1/2012		
<i>Gerger and Greco, Inc. / Landscaping</i>			(708) 484-5296	18150
1407 S. Harlem Avenue	Berwyn IL 60402	8/7/2018		
<i>Glam Studio and Spa</i>				18357
6318 W. Cermak Road	Berwyn IL 60402	11/30/2018		
<i>Help at Home LLC</i>			(312) 795-4688	18143
6448 W. Cermak Road	Berwyn IL 60402	8/6/2018		
<i>Illinois Mobile Solutions d.b.a.Metro PCS</i>				17272
6320 W. 26 th Street	Berwyn IL 60402	4/20/2017		
<i>Imagine Design and Imprint</i>				16568
2707 S. Ridgeland Avenue	Berwyn IL 60402	2/16/2016		
<i>Jazi Mama's Café</i>				16048
6305 W. Roosevelt Road	Berwyn IL 60402	5/19/2015		
<i>K ' Natural Inc.</i>			(708) 788-7900	12533
6610 W. Cermak Road	Berwyn IL 60402	6/9/2011		
<i>La Michoacana Classica</i>				17330
1600 S. Scoville Avenue	Berwyn IL 60402	5/17/2017		
<i>La Michoacana Los Primos</i>				18010
6224 W. Cermak Road	Berwyn IL 60402	5/29/2018		
<i>La Nueva Tropicana 1 Corp.</i>				18062
6239 W. Cermak Road	Berwyn IL 60402	6/20/2018		
<i>Le Perfum</i>				18349
6226 W. Cermak Road	Berwyn IL 60402	11/28/2018		

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>Liberty Tax Service</i> 3108 S. Oak Park Avenue Berwyn IL 60402		1/26/2015	(708) 749-0250	15867
<i>Munoz Medical Center LLC</i> 3100 South Oak Park Avenue Berwyn IL 60402		8/22/2011	(708) 484-2600	12702
<i>Nationwiede Income Tax Services Inc.</i> 6626 W. Cermak Road Berwyn IL 60402		1/21/2011	(800) 567-0757	10837
<i>Oliver's</i> 6908 W. Windsor Avenue Berwyn IL 60402		4/15/2016	(312) 371-7929	16668
<i>Pav Realtors</i> 6308 W. Cermak Road Berwyn IL 60402		4/1/2011	(708) 795-7100	10965
<i>Play It Retro LLC</i> 3142 S. Oak Park Avenue Berwyn IL 60402		2/26/2015		15912
<i>Roy Amatore and Associates</i> 6405 W. 34 th Street Berwyn IL 60402	<i>Suite B</i>	7/11/2018	(708) 800-4876	18082
<i>Taqueria El Palenque Inc.</i> 1547 S. Oak Park Ave. Berwyn IL 60402		2/23/2012		13049
<i>The Math Spot LLC.</i> 6834- A Bus_Street Berwyn IL 60402 W.		4/22/2013	(708) 484-6284	14625
<i>The Snack Shack</i> 3435 S. Harlem Avenue Berwyn IL 60402		9/12/2018		18210
<i>Turano Fleet Maintenance Facility</i> 1431 S. Harlem Avenue Berwyn IL 60402		5/25/2016	(708) 788-9220	16750
<i>Victory Law Office P.C.</i> 6732 W. Cermak Road Berwyn IL 60402		8/6/2018	(312) 600-7000	18141
<i>Warmance Inc.</i> 6911 W. 30 th Steet Berwyn IL 60402		8/4/2017	(708) 749-9772	17488
<i>Yaa Connect LLC d.b.a. Cricket Wireless</i> 6946 W. Cermak Road Berwyn IL 60402		12/21/2017	(708) 317-4547	17760
Total Businesses				34

K-6



February 6, 2019

The Honorable Robert J Lovero
Mayor

City Council
City of Berwyn
6700 W 26th Street
Berwyn IL 60402

SUBJECT: Easter Parade

The North Berwyn Park District appreciates the continued working relationship with the City of Berwyn. I believe our cooperative working relationship has improved the quality of life for our residents.

The park district annually offers Easter themed activities that are attended by over 1500 residents, this year's activities are scheduled for Saturday, April 20, 2019. The day starts with the NBPD Easter egg hunt at 10:00am, the Easter EGGstravaganza at 11:00am and our Easter basket delivery at 1:30pm.

The park district would like to conduct our 6th Easter parade this year starting at 16th and Wenonah that would proceed east to Oak Park Avenue then turn north to Prairie Oak School on 15th and Oak Park Avenue. The parade would begin at approximately 10:15am and would take approximately 30 minutes to walk to 15th and Oak Park Avenue.

The parade participants would consist of families, children, local community organizations and of course the Easter Bunny. The district would also like to invite all the members of the city council to participate with our families in this special inaugural event.

The park district is requesting approval from the city of Berwyn for temporary closure of 16th street and Oak Park Avenue from 16th to 14th Street for the duration of the parade as well as the support from the Berwyn police and fire departments, respectively. The district would have our staff and barricades available for this day.

Please contact me if I can provide additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph C Vallez", written over a horizontal line.

Joseph C Vallez
Executive Director



CITY OF BERWYN EVENT APPLICATION



Please provide information about your planned event:

Date of Event: 4/20/2019, 2018 Time: Start 10:15am End 10:45am

Allowed Event Times
Block Parties 8AM to 9PM
All Other Events 8AM to 11PM

Type: Block Party Parade Open Air Event Use of Public Way

Description of Event: Easter Parade

Location of Event: Start at 16th + Wenonah to Oak Park north to 15th + Oak Park

(Please print)

Name of Applicant: North Berwyn Park District

Address: 1619 S Wesley Ave, Berwyn IL Daytime Phone: 708-249-4900

E-mail Address: jvallezenbpd4fun.org Alt. Phone: _____

Do you plan to use: (Please mark all that apply)	Live or Recorded Music <input checked="" type="checkbox"/>	Sound Equip. / Amplifiers <input type="checkbox"/>	Bounce Houses or Inflatables <input type="checkbox"/>
		Food Vendors <input type="checkbox"/>	Commercial Food Prep. Equipment <input type="checkbox"/>
	Crafter / Vendors <input type="checkbox"/>	Alcohol Sales <input type="checkbox"/>	Portable Toilets and Sanitation <input type="checkbox"/>

Will you require any of the following City services? Yes No

- * Please contact the Police Dept. for fee schedule if requesting Police Detail or Security.

Street Closure <input type="checkbox"/>	Rolling Street Closure <input type="checkbox"/>	Alley Closure <input type="checkbox"/>	Parade Route Closure <input checked="" type="checkbox"/>
Barricades <input type="checkbox"/>	*Police Detail / Security <input checked="" type="checkbox"/>	Traffic Control <input type="checkbox"/>	
- ** These City services supplied only if available on the day of the event and subject to personnel availability

**Fire Truck <input checked="" type="checkbox"/>	**McGruff <input checked="" type="checkbox"/>	**K-9 Unit <input type="checkbox"/>	**Police Explorers Unit <input checked="" type="checkbox"/>
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City Council Approval IS REQUIRED for your event. (City Council meets the 2nd & 4th Tuesday of every month)

- Submit this application to the Clerk's Office **8 weeks** prior to the event date.
- A Certificate of Insurance is required for Parades, Outdoor Events, Use of Public Way, as well as for all food and beverage sales.
- A Food License is required from the Berwyn Public Health Department for ALL food sales.
- A City of Berwyn Temporary Liquor License is required for ALL alcoholic beverage sales.
- A route map must be submitted with this application for all parades / demonstrations.
- USE OF PUBLIC WAY: Provide a list of intersections/corner locations and all dates being requested for use of public way. Location and Date availability is subject to approval. Use of public way is limited to one group per day, one group per location, and on a First Come—First Serve basis.
- The City reserves the right to regulate, restrict and limit use of the public way at all times.

16th St, Berwyn, IL, USA Route

Save

Show Labels

Distance:
0.59 mi
0.95 km

Calories:
65 cal
@ 180 lbs

Time:
11m 48s
@ 3 mph

Start
1
Finish

0mi
0.34mi
0.59mi



(https://maps.google.com/maps/@41.8597,87.7805,4.25749z/data=!3m1!1e3!3m1!1s0x880e301e...