

AGENDA  
BERWYN CITY COUNCIL

REGULAR MEETING  
DECEMBER 22, 2015  
8:00 PM

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

- A. Pledge of Allegiance and Moment of Silence
- B. Open Forum
- C. Approval of Minutes
  - 1. Regular City Council and Committee of the Whole Meetings held on 12/8/15 Pg 2
- D. Bid Openings
- E. Berwyn Development Corp., Berwyn Township/Health District
- F. Reports from the Mayor
  - 1. Proclamation – Officer John Fitzpatrick Pg 10
  - 2. City of Berwyn Recognized for Excellence in Financial Reporting Pg 11
- G. Reports from the Clerk
  - 1. Approval of Closed COW Minutes of November 24, 2015 Pg 12
- H. Zoning Boards of Appeals
- I. Reports from the Aldermen, Committees and Board
  - 1. Ad-hoc Zoning Committee Meeting Minutes Pg 13
- J. Reports from the Staff
  - 1. City Administrator – Authority to Hire/Replace Three Public Works Employees Pg 14
  - 2. Assistant City Administrator – Verizon Small Cell Light Pole Co-location Lease/Ordinance Pg 15
  - 3. Public Works Director – Award the MFT LED Street Light Luminaire Replacement Bid Pg 40
- K. Consent Agenda
  - 1. Payroll – 12/16/15: \$1,245,687.92 Pg 43
  - 2. Payables – 12/22/15: \$605,465.62 Pg 44
  - 3. Collection and Licensing Department for the month of November, 2015 Pg 50

\_\_\_\_\_ - Thomas J. Pavlik, MMC

Total items submitted: 11

C-1

MINUTES  
BERWYN CITY COUNCIL  
December 8, 2015

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Santoy, Polashek, Avila and Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was given for the family of Berwyn Police Department Enforcement Officer James Louis, beloved father of Telecommunicator Lindsay Fellows and father-in-law of Police Detective Michael Fellows; Paolo Lanzisero, beloved father of Permit Clerk Maria Bilotto and grandfather to Police Department Community Service Officer Michel Bilotto; and for the men and women protecting our safety on the streets of Berwyn, in the Armed Forces and all Veterans.
3. The open forum portion of the meeting was announced. There being no speakers, the open forum portion of the meeting was declared closed.
4. Minutes of the regular Berwyn City Council and Committee of the Whole meetings held on November 24, 2015 were submitted. Thereafter, Avila made a motion, seconded by Laureto, to concur, approve as submitted and place same on file for audit. The motion carried by a voice vote.
5. The Berwyn Development Corporation submitted a communication regarding a Request for New Loan Approval – The Outtaspace, Inc. 6840 32<sup>nd</sup> Street. The Mayor recognized Berwyn Development Corporation Executive Director, Anthony Griffin who reviewed same. Paul made a motion, seconded by Polashek, to deny. The motion was defeated by the following call of the roll; Yeas: Paul, Santoy and Polashek. Nays: Chapman, Boyajian, Fejt, Avila and Laureto. Thereafter, Chapman made a motion, seconded by Avila, to concur, approve as submitted and approve for payment in the amount not to exceed \$150,000. The motion carried by the following call of the roll; Yeas: Chapman, Boyjaian, Fejt, Santoy, Avila and Laureto. Nays: Paul and Polashek.
6. The Mayor submitted a Proclamation recognizing Doris Lubien in celebrating her 45<sup>th</sup> anniversary with Walgreens and extended appreciation and thanks for her years of service to our community. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and **adopt** the proclamation as presented. The motion carried by a voice vote.
7. The Clerk submitted a communication regarding the Approval of Closed COW Minutes of June 9, July 14 and August 11, 2015. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
8. The Police Chief submitted a communication regarding the Request to Promote Next Eligible Candidate from the Sergeant List created by the retirement of Sergeant Ramon Ortiz. Thereafter, Chapman made a motion, seconded by Avila, to concur and grant permission, with thanks and well wishes for Sgt. Ortiz in his retirement. The motion carried by a voice vote.

**BERWYN CITY COUNCIL MINUTES**  
**December 8, 2015**

9. The Police and Fire Commission submitted a communication regarding the Promotion of Police Officer Rickey Smith to Sergeant. Avila made a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
10. The City Administrator submitted a communication regarding the State of Illinois Historic Preservation Agency \$17,500 grant to complete a survey and research for the National Register Nomination and Subsequent Approved District, which may not be forthcoming due to the State of Illinois budget impasse and not passing an appropriation ordinance, subsequently federal grant funds would need to be returned to the National Park Service. Thereafter, Chapman made a motion, seconded by Laureto, to accept as informational. The motion carried by a voice vote.
11. The Administrative Assistant submitted a communication regarding the Renewal of Excess Workers' Compensation Insurance (Workers' Compensation above \$800,000). Thereafter, Chapman made a motion, seconded by Boyajian, to concur, approve as submitted, authorize the Mayor to execute a contract with Safety National, authorize the corporate authorities to affix their signatures thereto and approve for payment in the amount not to exceed \$132,474. The motion carried by a unanimous roll call vote.
12. The Administrative Assistant submitted a communication regarding the Renewal of General Liability Insurance. Thereafter, Chapman made a motion, seconded by Avila, to concur, approve as submitted, authorize the Mayor to execute a contract with Princeton, authorize the corporate authorities to affix their signatures thereto and approve for payment in the amount not to exceed \$263,836. The motion carried by a unanimous roll call vote.
13. The Administrative Assistant submitted a communication regarding the Response to RFP for Third Party Administrator Services. Thereafter, Chapman made a motion, seconded by Boyajian, to concur, approve as submitted, authorize the Mayor to execute a contract with Insurance Program Management Service (IMPG), authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
14. The Public Works Director submitted a communication Requesting to Approve the Purchase of one 2016 Ford Escape from the Northwest Municipal Conference to Replace the last 2000 Ford Taurus currently assigned to the Building Department. Thereafter, Boyajian made a motion, seconded by Chapman, to concur, approve for payment in the amount not to exceed \$20,693.00 and refer the matter to the Finance Director to declare the 2000 Ford Taurus (Unit #11-1) as surplus. The motion carried by a unanimous roll call vote.
15. The Building Director submitted a communication regarding Demolition of 3122 Kenilworth Avenue, Berwyn. Thereafter, Paul made a motion, seconded by Boyajian, to concur, approve as submitted and grant permission. The motion carried by a voice vote.
16. The Community Development Director submitted a Resolution to Adopt Amended 2015 CDBG Action Plan. Thereafter, Chapman made a motion, seconded by Boyajian, to concur, **adopt** the resolution as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

**BERWYN CITY COUNCIL MINUTES**  
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17. The Finance Director submitted a communication regarding the 2015 Tax Levy and an attached ordinance entitled:

**AN ORDINANCE LEVYING TAXES FOR GENERAL CORPORATE AND SPECIAL PURPOSES FOR THE TAX YEAR 2015, FISCAL YEAR BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016 FOR THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

Thereafter, Chapman made a motion, seconded by Avila, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by the following call of the roll: Yeas: Chapman, Boyajian, Santoy, Avila and Laureto. Nays: Paul, Fejt and Polashek.

18. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2002A, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

Thereafter, Chapman made a motion, seconded by Boyajian, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried a unanimous roll call vote.

19. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2007A, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

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

20. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2007B, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

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

21. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2008, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

Thereafter, Chapman made a motion, seconded by Avila, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried a unanimous roll call vote.

**BERWYN CITY COUNCIL MINUTES**  
**December 8, 2015**

22. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:
- AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2009 (December), OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**
- Thereafter, Chapman made a motion, seconded by Laureto, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried a unanimous roll call vote.
23. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:
- AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2010, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**
- Thereafter, Chapman made a motion, seconded by Avila, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried a unanimous roll call vote.
24. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:
- AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2011, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**
- Thereafter, Chapman made a motion, seconded by Laureto, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried a unanimous roll call vote.
25. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:
- AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2012A, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**
- Thereafter, Chapman made a motion, seconded by Avila, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried a unanimous roll call vote.
26. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:
- AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2013A, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**
- Thereafter, Chapman made a motion, seconded by Avila, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried a unanimous roll call vote.

BERWYN CITY COUNCIL MINUTES

December 8, 2015

27. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2014A, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

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

28. The Finance Director submitted a communication regarding the 2015 Tax Levy Abatement and an attached ordinance entitled:

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2015 TAX LEVY FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2015B, OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

Thereafter, Chapman made a motion, seconded by Avila, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried a unanimous roll call vote.

29. The Finance Director submitted a communication regarding the Budgetary Transfer and an attached ordinance entitled:

**AN ORDINANCE AUTHORIZING THE TRANSFER OF PREVIOUSLY APPROPRIATED FUNDS TO DIFFERENT DEPARTMENTS OR SEPARATE AGENCIES OF THE CITY OF BERWYN, FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS**

Thereafter, Chapman made a motion, seconded by Avila, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried a unanimous roll call vote.

30. The Finance Director submitted a communication regarding the 2015 Supplemental Appropriation and an attached ordinance entitled:

**AN ORDINANCE SUPPLEMENTING AND AMENDING THE CITY OF BERWYN'S 2015 ANNUAL APPROPRIATION ORDINANCE FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS**

Thereafter, Chapman made a motion, seconded by Boyajian, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried a unanimous roll call vote.

31. The consent agenda, items K-1 through K-5 were submitted:

1. Payroll – 12/2/2015 \$1,054,135.69 – Approved
2. Payables – 12/8/2015 \$1,230,560.21– Approved
3. Building and Local Improvement Permits issued in the month of November, 2015
4. Handicap Parking Application #1066 – 1511 S. Gunderson – Approved
5. Handicap Parking Application #1072 – 6831 W. 21<sup>st</sup> Street, Apt. #1 – Approved

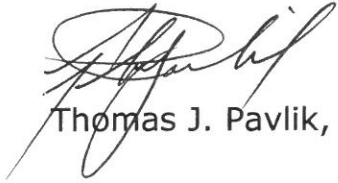
Thereafter, Avila made a motion, seconded by Laureto, to concur and approve by omnibus vote designation. The motion carried by a voice vote.

32. Budget committee called a meeting for Monday, December 14, 2015 at 3:30 pm.

**BERWYN CITY COUNCIL MINUTES**  
**December 8, 2015**

33. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:32 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, MMC

**MINUTES  
BERWYN CITY COUNCIL  
COMMITTEE OF THE WHOLE  
December 8, 2015**

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

Note: Chapman present at 6:01 p.m.

2. Renewal of Liability Insurance Presentation: The Mayor recognized Ruth Volbre, Administrative Assistant to Mayor and City Administrator who reviewed the General Liability proposals. Volbre noted that we currently have coverage with Princeton and the premium has increased by 9.2% and reviewed options to raise deductible, which will reduce the premium. The recommendation is to increase the deductible \$300,000 and stay with Princeton. The Mayor noted that this is J-5 on tonight's City Council for consideration.
3. Renewal of Excess Worker Compensation Insurance Presentation: Ruth Volbre reviewed quotes received for coverage over \$800,000, noting the premiums have gone down and is recommending coverage with Safety National.
4. Third Party Administrator Presentation: Ruth Volbre stated the City received two bids, one from our current carrier Underwriters and from IPMG. Volbre compared quotes and recommends IPMG. Volbre introduce Mike Castro, a representative of IPMG who reviewed coverage, fee schedules and costs, noting that this would be an open ended contract with a 60 day notice of termination clause.
5. Budget Amendment Discussion: The Mayor recognized Finance Director Rasheed Jones who reviewed budget amendments and budget transfers. Jones was available for any questions. Alderman Paul questioned item J-22, the Budget Transfer Ordinance. Jones reviewed transfers of funds for the Historic Preservation Grant as referred in item J-3, for reimbursement of lost grant funds. Jones also noted portions of the transfers are for refunds to other taxing bodies in Berwyn for portions of the municipal utility tax, per intergovernmental agreements.
6. Alderman Paul questioned Item J-7, the demolition of 3122 Kenilworth. The Mayor recognized Charles Lazzara, Building Director who reviewed the permit requirements, noting that the property was already reviewed by the Berwyn Historic Preservation Commission, as required and was found to have no

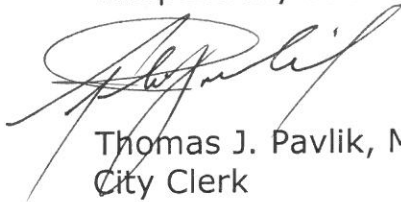


COMMITTEE OF THE WHOLE  
November 10, 2015

significant historic value. Paul was concerned whether the commission had enough time to research the property. Lazzara noted that he was forwarded to the commission two weeks prior to their meeting.

7. Fejt questioned J-9, the CDBG Resolution to Adopt Amended 2016 Action Plan. The Mayor recognized CDBG Director Regina Mendicino who reviewed enforcement requirement by Chicago HUD, which supersedes the Federal HUD requirement regarding blight enforcement, therefore HUD will no longer pay for the CDBG blight program.
8. The Mayor stated he had nothing further for the Committee of the Whole and asked to close the Committee of the Whole for real estate, pending litigation and review of closed session minutes. Thereafter Avila made a motion, seconded by Chapman, to close the Committee of the Whole at 6:39 p.m. Motioned carried.
9. A motion was made in closed session by Avila, seconded by Chapman, to re-open the Committee of the Whole at 6:54 p.m. The motion carried.
10. A motion was made by Santoy, seconded by Chapman, to adjourn the committee of the Whole at 6:54 p.m. The motion carried.

Respectfully submitted,



Thomas J. Pavlik, MMC  
City Clerk

F-1



A Century of Progress with Pride

**PROCLAMATION**

**WHEREAS**, Officer John Fitzpatrick has served on the Berwyn police force since 2004; and

**WHEREAS**, Officer John Fitzpatrick has served in a variety of positions including patrolman, tactical officer, and currently K-9 officer; and

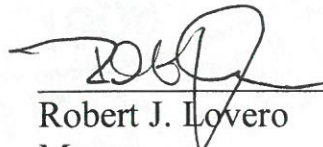
**WHEREAS**, Officer John Fitzpatrick, while off-duty, traveled in his car the afternoon of November 21, 2015 during a snowstorm on I-290; and

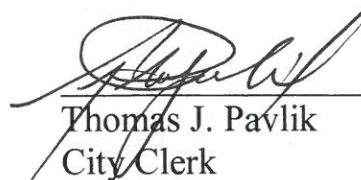
**WHEREAS**, Officer John Fitzpatrick, while driving, came upon a victim of a hit and run that was stranded. Officer John Fitzpatrick checked on the safety of the driver. Once assured that she would not need medical assistance, he took it upon himself to drive her to her grandmother's home – her original destination; and

**NOW, THEREFORE**, let it be proclaimed, that Mayor Robert J. Lovero and the City of Berwyn would like to recognize Officer John Fitzpatrick for being a good Samaritan and showing exemplary character on and off the job and extend to him our appreciation for representing the City of Berwyn in such a positive manner.

Entered upon the records of the City of Berwyn this 22<sup>nd</sup> day of December 2015.



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

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



**A Century of Progress with Pride**

December 22, 2015

To: Members of City Council

**Re: City of Berwyn Recognized for Excellence in Financial Reporting**

I am pleased to inform you that, for the sixth straight year, the City of Berwyn has been awarded the Certificate of Achievement by the Government Finance Officers Association (GFOA). The award is the result of the City of Berwyn utilizing best practices and full disclosure in Berwyn's comprehensive annual financial report (CAFR). The 2014 CAFR was reviewed by an independent and impartial panel and was found to meet the high standards of the program. The Certificate of Achievement is the highest form of recognition in government finance.

Please join me in thanking Rasheed Jones, Benjamin Daish and the entire staff of the Finance Department for their diligent work throughout the year. This recognition would not have been achieved without them.

Sincerely,

Robert J. Lovero  
Mayor



**A Century of Progress with Pride**

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

Date: December 18, 2015

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Approval of Closed COW Minutes of November 24, 2015.

Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of November 24, 2015, as reviewed in Closed Session on December 8, 2015.

Sincerely,

Thomas J. Pavlik, MMC

**A Century of Progress with Pride**

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

Ad Hoc Zoning Committee Meeting Minutes

Convened: Wednesday, August 12, 2015 4:30 pm

Adjourned: Wednesday, August 12, 2015 5:35 pm

Present

Chariman - Cesar Santoy, 5<sup>th</sup> Ward Alderman  
Alicia Ruiz, Local Realtor  
Nasri Mansour, City of Homes Organization  
Don Morris, City of Berwyn Inspecting Architect  
Charles Lazzara, Building Department Director  
Kurtis Pozgay, Berwyn Development Corporation

- Purpose of committee was stated as recognizing current housing issues as created by current housing development trends and their impact on current zoning and building codes
- Chicago Metropolitan Agency for Planning (CMAP) is in the process of re-writing the Zoning. This proposed re-write will be reviewed by the Ad Hoc Committee once it has been completed
- Meeting served as intro and preparation for follow up meeting once CMAP has submitted the proposed zoning ordinance re-write.

Submitted as informational



A Century of Progress with Pride

Date: December 22, 2015

To: Mayor Robert J. Lovero  
Members of City Council

Re: Authority to hire / replace three public works employees

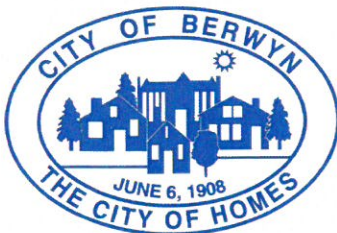
As a part of our previously discussed early retirement program, we need to replace three public works employees who have elected to accept the retirement incentive. This program has resulted in a substantial savings to the City which will be explained in further detail at the council meeting.

**Recommendation: Authority to hire replacements for three public works employees who are retiring December 31, 2015.**

Sincerely,

Brian Pabst  
City Administrator

BP



**A Century of Progress with Pride**

Date: December 22, 2015

To: Mayor Robert J. Lovero  
Members of City Council

Re: **Verizon Small Cell Light Pole Co-Location Lease**

Attached to this cover letter is an ordinance authorizing the execution of a lease agreement in which Verizon would co-locate small cell antennas atop several city-owned light poles in the Depot District. These small cell antennas function as miniature cell towers and will increase coverage and data handling in the immediate area. A diagram of the antenna is included with this cover letter.

This is a unique lease agreement that accomplishes multiple objectives:

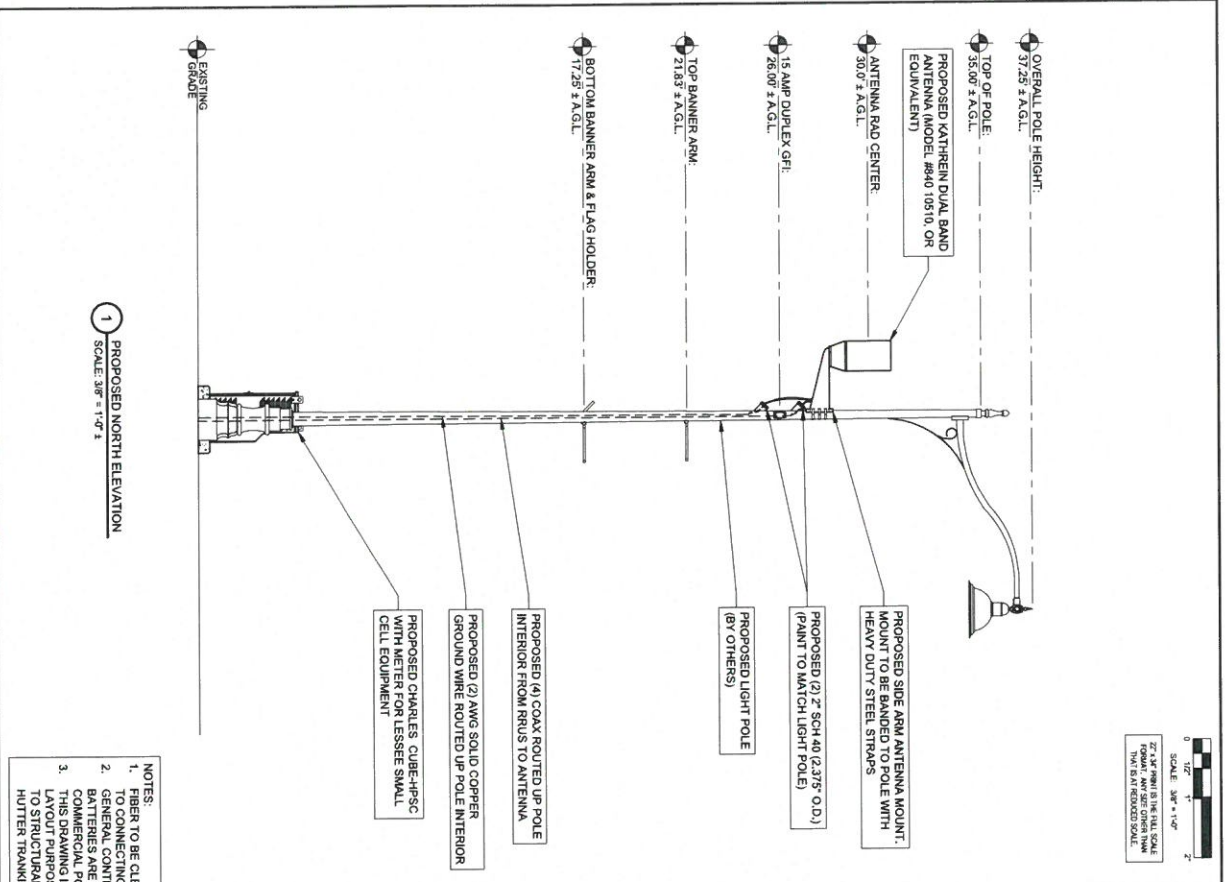
- **New Light Poles** – At a cost of \$7,599.00 per light pole (plus installation,) replacing outdated light poles can be a costly venture. Under the proposed terms of this agreement, Verizon will fully reimburse the City for each new pole that it co-locates a small cell antenna. Under the initial rollout, we anticipate three new light poles will be replaced along the BNSF rail line in the Depot District.
- **Monthly Revenue Stream** – In addition to being fully reimbursed for the street lights, Verizon has agreed to pay the City \$250/month for each light pole that it co-locates a small cell antenna to.

**Recommendation:**

Approve the attached ordinance authorizing the execution of the small cell antenna lease with Chicago SMSA Limited Partnership d/b/a Verizon Wireless.

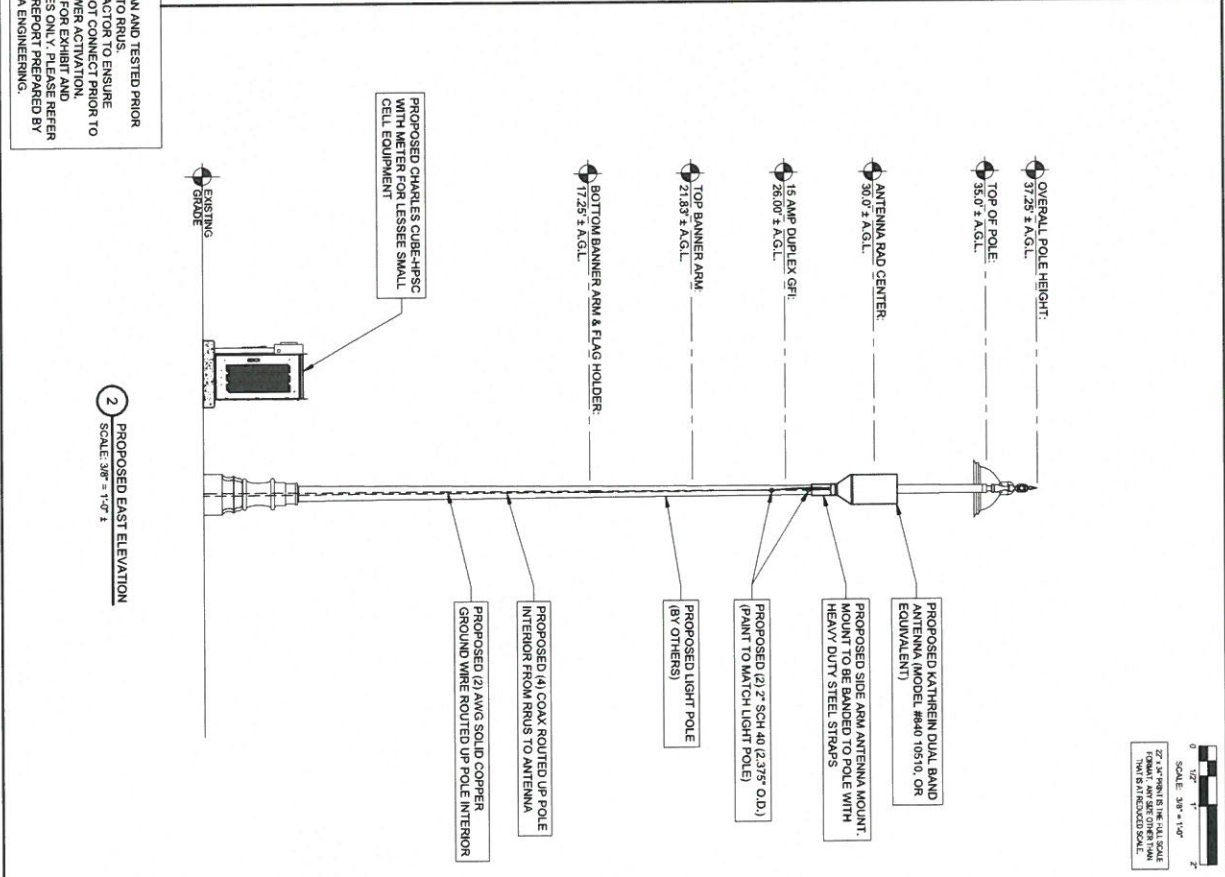
Respectfully submitted for your consideration,

Evan K. Summers  
Assistant City Administrator



1 PROPOSED NORTH ELEVATION  
SCALE: 3/8" = 1'-0"

- NOTES:
1. PIER TO BE CLEAN AND TESTED PRIOR TO CONNECTING TO RRUS.
  2. GENERAL CONTRACTOR TO ENSURE BATTERIES ARE NOT CONNECT PRIOR TO COMMERCIAL POWER ACTIVATION.
  3. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY. PLEASE REFER TO STRUT TOWER MANUAL FOR BATTERIES TO STRUT TOWER ENGINEERING.



2 PROPOSED EAST ELEVATION  
SCALE: 3/8" = 1'-0"

- NOTES:
1. PIER TO BE CLEAN AND TESTED PRIOR TO CONNECTING TO RRUS.
  2. GENERAL CONTRACTOR TO ENSURE BATTERIES ARE NOT CONNECT PRIOR TO COMMERCIAL POWER ACTIVATION.
  3. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY. PLEASE REFER TO STRUT TOWER MANUAL FOR BATTERIES TO STRUT TOWER ENGINEERING.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
A	ISSUED FOR REVIEW	10/23/15	LRB
B	REVISED WITH BORING COMMENT	11/23/15	LRB
C	ISSUED FOR FINAL	12/01/15	LRB

**TERRA**  
600 BUSSE HIGHWAY  
PARK RIDGE, IL 60069  
PH: 847-698-6400  
FAX: 847-698-6401

**CHICAGO SMSA**  
limited partnership  
d/b/a VERIZON WIRELESS

LOC# 292410  
BERWYN METRA SC  
6744 STANLEY AVE.  
BERWYN, IL 60402

DRAWN BY: JLR  
CHECKED BY: YAZ  
DATE: 05/28/15  
PROJECT #: 84416

SHEET TITLE:  
PROPOSED SITE ELEVATIONS  
SHEET NUMBER:  
**ANT-2**



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

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

**AN ORDINANCE APPROVING THE LEASE OF CERTAIN REAL  
PROPERTY TO CHICAGO SMSA LIMITED PARTNERSHIP D/B/A  
VERIZON WIRELESS FOR THE CITY OF BERWYN, COUNTY OF  
COOK, STATE OF ILLINOIS.**

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

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

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this \_\_\_\_  
day of \_\_\_\_\_ 2015.

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

**AN ORDINANCE APPROVING THE LEASE OF CERTAIN REAL PROPERTY TO CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

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

**WHEREAS**, the Mayor of the City (the “Mayor”) and City Council (collectively, the “Corporate Authorities”) are committed to protecting the health, safety and welfare of the City and its residents; and

**WHEREAS**, the City owns certain utility poles located in the public rights-of-way within the corporate boundaries of the City (the “Utility Poles”); and

**WHEREAS**, Chicago SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”) desires to lease certain portions of the City’s Utility Poles (the “Premises”) for the installation, operation and maintenance of small cell antennas and associated equipment and cabling; and

**WHEREAS**, the Corporate Authorities have determined that the Premises are no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and

**WHEREAS**, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the City to lease the Premises to Verizon; and

**WHEREAS**, Verizon shall abide by such conditions regarding the use of the Premises as set forth in the terms of the Master Lease Agreement (the “Lease”), attached hereto and incorporated herein as Exhibit A; and

**WHEREAS,** the Corporate Authorities find that it is necessary for the effective administration of government for the City to execute, enter into and approve a lease with terms substantially the same as the terms of the Lease; and

**WHEREAS,** the Mayor is authorized to enter into and the City's legal counsel is authorized to revise the Lease for the City making such insertions, omissions, and changes as shall be approved by the Mayor and the City's legal counsel;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and 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 City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to execute, enter into and approve the Lease with terms substantially similar to the terms set forth in Exhibit A.

**Section 3.** The Lease is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor and the City Attorney ("Attorney").

**Section 4.** The Attorney is hereby authorized to negotiate additional terms of the Lease as needed and undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

**Section 5.** The Mayor is hereby authorized and directed to execute the Lease, with such insertions, omissions and changes as shall be approved by the Mayor and the Attorney. The City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The

officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

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

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

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this \_\_\_\_ day of \_\_\_\_\_ 2015, pursuant to a roll call vote, as follows:

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

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

ATTEST:

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

**EXHIBIT A**

## MASTER LEASE AGREEMENT

This Master Lease Agreement (the "**Agreement**") made this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Berwyn, Illinois, an Illinois municipal corporation, with its principal offices located at 2600 26<sup>th</sup> Street, Berwyn, Illinois 60402, hereinafter designated **LESSOR** and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated **LESSEE**. LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

### RECITALS

WHEREAS, LESSOR is the owner of, or holds a leasehold or other possessory interest in, certain properties, utility poles and/or facilities, which are located within the geographic area of a license held by LESSEE to provide wireless services issued by the Federal Communications Commission (the "**FCC License**"); and

WHEREAS, LESSEE desires to install, maintain, and operate communications equipment on certain of LESSOR's properties, utility poles and/or facilities; and

WHEREAS, LESSOR and LESSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LESSOR may wish to permit LESSEE to install, maintain, and operate communications equipment; and

WHEREAS, LESSOR and LESSEE acknowledge that they will enter into a lease supplement ("**Supplement**"), in substantially the form attached hereto as **Exhibit A**, with respect to each particular location or site on which LESSOR agrees to allow LESSEE to install, maintain, and operate communications equipment; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LESSOR and LESSEE in different geographic areas, and as a result, each Supplement may be signed by LESSEE and LESSOR's affiliated entities as further described herein, as appropriate based upon the ownership or other interest in the subject property, utility poles, or facility, in the case of LESSOR, and the entity holding the FCC License in the subject geographic location, in the case of LESSEE.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space described in the applicable Supplement upon LESSOR's utility poles (the "**Poles**") and/or surrounding real and/or personal property (LESSOR's Poles, personal property and surrounding real property are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation, and maintenance of communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over, under, and through the Property to and from the

Premises (as hereinafter defined) for the purpose of installation, operation, and maintenance of LESSEE's communications facility. The space leased by LESSOR to LESSEE described in the applicable Supplement is hereinafter collectively referred to as the "**Premises.**" The Premises may include certain space on the ground (the "**Equipment Space**") on the Property in such locations as reasonably approved by LESSOR, and space on the Poles sufficient for the installation, operation, and maintenance of antennas and other equipment (the "**Antenna Space**") as described in the Supplement. Notwithstanding anything in any Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation, and maintenance of wires, cables, conduits, and pipes (the "**Cabling Space**") running underground between and among the various portions of the Premises and to all necessary electrical and telephone utility, cable, and fiber sources located within the Property. If there are not sufficient electric and telephone utility, cable, or fiber sources located on the Property, LESSOR agrees to grant LESSEE, or the local utility, or fiber or cable provider, the right to install any utilities, cable, and fiber on, through, over, and under the Property necessary for LESSEE to operate its communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by LESSOR.

LESSEE and LESSOR acknowledge and agree that the Poles may not have sufficient structural capacity for the placement of LESSEE's equipment. In such event, LESSOR agrees to replace such Poles with new Poles that are structurally sufficient for LESSEE's use, at LESSEE's sole cost and expense. The Poles shall be specified in each applicable Supplement. The replacement Poles shall be solely owned and maintained by LESSOR. Prior to any such Pole replacement, LESSOR will give LESSEE an estimate of the cost of such replacement and LESSEE may either approve or reject the estimate in writing within five (5) business days of receipt of said estimate, in its sole discretion. LESSEE shall reimburse LESSOR for the cost of installation of each Pole. LESSEE shall make all required payments relating to such Pole replacement within thirty (30) days of receipt of invoice. In the event LESSEE elects to reject the estimate, LESSEE shall have the right to terminate the corresponding Supplement upon written notice to LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in "as is" condition.

3. TERM; RENTAL. This Agreement shall be for a term of ten (10) years commencing upon the execution hereof by both Parties. The term of this Agreement shall be automatically extended for three additional 5-year renewal terms, unless the either party terminates it at the end of the then current term by giving the other party written notice of intent to terminate at least ninety (90) days prior to the end of the then current term. Each Supplement shall be effective as of the date of execution by both Parties (the "**Effective Date**"), provided however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of its equipment on the Premises (the "**Commencement Date**"), at which time rental payments shall commence and be due in the amount of two hundred fifty and no/100 dollars (\$250.00) per month per pole, to the payee designated by LESSOR in the Supplement, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment for each Supplement may not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. The rent



due under each Supplement shall increase on each annual anniversary of the Commencement Date of the Supplement by an amount equal to three percent (3%) of the rent due for the previous year.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in that event, LESSOR agrees to provide to LESSEE bank routing information for that purpose upon request of LESSEE.

LESSOR represents that LESSOR is the owner of the municipal public right-of-way where the Poles are located. LESSOR agrees to provide to LESSEE certain documentation (the "**Rental Documentation**") upon request including: (i) a completed, most current version of Internal Revenue Service Form W-9, or equivalent, and applicable state or local withholding forms, for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (ii) other commercially reasonable documentation requested by LESSEE to comply with the requirement of any applicable laws, rules, regulations, ordinances, directives, or covenants now in effect, or which may hereafter come into effect. Within fifteen (15) days of obtaining an interest in any Property, Supplement, or this Agreement, any assignee(s), transferee(s), or other successor(s) in interest of LESSOR must provide to LESSEE such Rental Documentation upon LESSEE's request. All documentation must be acceptable to LESSEE in LESSEE's reasonable discretion. [WE WILL NEED LESSOR'S W-9 AS SOON AS POSSIBLE SO WE CAN VERIFY THIS INFORMATION IN ADVANCE]

5. ELECTRICAL. LESSOR shall, at all times during the Term of each Supplement, provide electrical service and telephone service access within the Premises. LESSEE shall be responsible for the costs and expenses of its power consumption on the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay the utility directly for its power consumption.

LESSEE shall be permitted at any time during the Term (as defined herein) of each Supplement, to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source and a temporary installation of any other services and equipment required to keep LESSEE's communications facility operational, along with all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source, and the temporary installation of any other services and equipment required to keep LESSEE's communications facility operational, and related appurtenances to the Premises as approved by LESSOR in advance of any work, which approval shall not be unreasonably withheld, and as applicable under the Law. Restoration of the property shall be the responsibility of the LESSEE.

6. EXTENSIONS. Each Supplement shall automatically be extended for four (4) additional five (5) year terms unless: (a) LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least twelve (12) months prior to the end of the then current term; or (b) LESSOR terminates it at the end of the first five-year extension term or at the end of each extension term thereafter by providing written notice of the intent to terminate at least twelve (12) months prior to the end of the first five-year extension term or each extension term thereafter. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "**Term**". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall

survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto. LESSEE shall have the right, without any increase in rent, to replace, repair, add, or otherwise modify its utilities, fiber or cable, equipment, antennas, and/or conduits or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits, or frequencies are specified or not on any exhibit attached to a Supplement, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon LESSEE obtaining after the execution date of each Supplement all of the certificates, permits, and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State, or Local authorities, as well as a satisfactory Pole structural analysis that will permit LESSEE's use of the Premises as set forth above. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. LESSEE shall have the right to terminate the applicable Supplement, upon three months prior written notice, if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LESSEE determines that the Governmental Approvals may not be obtained in a timely manner. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17. All rentals paid to the termination date shall be retained by LESSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR for the terminated Supplement.

Notwithstanding the foregoing, LESSEE may terminate any Supplement at any time by giving LESSOR written notice of LESSEE's intent to terminate at least twelve (12) months in advance and simultaneously providing payment in an amount equal to three (3) months' rent at the rate in place as of the date of the termination notice (the "Buy Out Fee"). LESSEE's payment of the Buy Out Fee shall not relieve LESSEE from its obligation to pay rent and all other amounts due and owing to LESSOR prior to the date the Supplement terminates.

8. INDEMNIFICATION. Subject to Paragraph 8 below, to the extent allowed by law, each Party shall defend, indemnify, and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors, or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the other Party, or its employees, contractors, or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any written claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligations in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to

the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. Notwithstanding the foregoing, LESSOR does not waive any immunity provided by local, state, or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*).

9. INSURANCE. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSOR and LESSEE each agree that it will include the other Party as an additional insured as their interest may appear under this Agreement.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

11. INTERFERENCE. The Parties hereby acknowledge that LESSOR is a governmental entity that provides emergency dispatch services and emergency response services for the benefit of its residents through the use of certain communications equipment. LESSEE agrees to install Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with industry standards to any equipment of LESSOR or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference by a written communication and a call to LESSEE's Network Operations Center [at (800) 224-6620/(800) 621-2622], LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, LESSOR shall have the right to require LESSEE to reduce power and/or cease operations until such time LESSEE can effect repairs to the interfering equipment. In no event will LESSOR be entitled to terminate a Supplement or relocate the Equipment as long as LESSEE is making a good faith effort to remedy the interference issue. If LESSEE determines, in its reasonable discretion, that LESSOR'S equipment or any other user's equipment permitted by LESSOR is causing interference, LESSOR shall, upon written communication and a call from LESSEE to LESSOR at (708) 788-2660, take commercially reasonable steps necessary to correct and eliminate the interference, including causing other users causing such interference to correct and eliminate the interference. If the interference continues for a period in excess of 48 hours following the notification, LESSOR shall, or shall require any other user to, reduce power and/or cease non-emergency service related operations until such time as LESSOR, or the other user, can effect repairs to the interfering equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, within ninety (90) days after expiration of the Term, or any earlier termination of a Supplement, remove its equipment, conduits, fixtures, and all

personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If the time for removal causes LESSEE to remain on the Premises after termination of the Supplement, LESSEE shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures, and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects during the Term of any Supplement to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Supplement to that third party, LESSEE shall have the right of first refusal to meet any third-party offer of transfer on the terms and conditions of that offer, or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to meet the third-party offer within thirty (30) days after written notice thereof from LESSOR, which notice must include a copy of the third-party offer, LESSOR may grant the easement or interest in the Property, or portion thereof, to the third party in accordance with the terms and conditions of the third-party offer.

14. RIGHTS UPON SALE. If, at any time during the Term of any Supplement, LESSOR decides: (i) to sell or transfer all or any part of the Property or the Poles thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, that sale or grant of an easement or interest therein shall be subject to the Supplement, and any such purchaser or transferee must recognize LESSEE's rights hereunder and under the terms of the affected Supplement(s).

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold, and enjoy the Premises subject to the terms of this Agreement and any applicable Supplement. LESSOR represents and warrants to LESSEE as of the execution date of each Supplement, and covenants during the Term, that LESSOR is seized of good and sufficient title and interest to the Property, and has full authority to enter into and execute this Agreement and any Supplement.

16. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned, or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization ("**LESSEE Affiliate**"). As to other parties, this Agreement, each Supplement, and/or the future income arising under this Agreement and/or each Supplement may be sold, assigned, or transferred by either Party with the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and are validly given and shall be deemed to have been duly received upon: (a) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; or (b) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (c) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

LESSOR: City of Berwyn  
Attn: City Administrator  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402  
Fax: (708) 788-2567

With a copy to: Del Galdo Law Group  
Attn. James M. Vasselli, Esq.  
1441 Harlem Ave, Berwyn, IL 60402  
(708) 222-7000  
Fax: (708) -222-7001

LESSEE: Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

18. [Intentionally Omitted.]

19. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. Except as set forth in Section 11, after receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. LESSOR and LESSEE agree that a default under an individual Supplement does not constitute a default under this Agreement.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of that default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the

obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under the applicable Supplement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility, and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and the Poles in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning, and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with: (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

24. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the

entities described above are referred to herein as an “**Authorized Entity**”. No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

25. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises, and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises, or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy, or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed, and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

26. DISCLOSURE. The Parties hereby acknowledge that LESSOR is a governmental entity and is therefore subject to the Laws, including the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) which may require the full or partial public disclosure of information and/or documents in LESSOR’s possession, including, but not limited to, this Agreement and any and all Supplements.

27. USE OF PUBLIC RIGHTS-OF-WAY; TAXATION.

a. LESSOR hereby grants to LESSEE the right to use the municipal public right-of-way for the installation, maintenance, and operation of LESSEE’s communications equipment in and on Poles located within the public right-of-way. Notwithstanding anything herein to the contrary, in no event shall LESSEE be obligated to pay LESSOR any fees in addition to the rental payments set forth in each Supplement for LESSEE’s use of the public right-of-way in connection with the installation, maintenance, and operation of LESSEE’s communications equipment on Poles located within the public right-of-way. LESSEE shall notify LESSOR in writing when LESSEE’s use of the public right-of-way may interfere with use of the right-of-way by LESSOR or the public. If the installation, maintenance, or operation of LESSEE’S communications equipment is delayed or otherwise prevented due to the nature of the public use of the right-of-way, LESSEE shall in no event be entitled to any offset of rent under this Agreement or any Supplement, as applicable. If LESSEE’S use of the right of way triggers any real estate tax, assessments or municipal franchise fee on utilities (other than a municipal occupation tax, gross receipts tax, or business license fee that is applicable to businesses in general), LESSOR agrees to provide notice of the municipal franchise fee to LESSEE, and LESSEE shall become liable for payment of any real estate taxes, assessments or municipal franchise fee on utilities. LESSEE may, at its own cost and expense, if it so desires in good faith, contest by appropriate proceedings the amount of any personal or real property tax or seek a reduction of the same. In any such event, if LESSOR agrees, at the request of LESSEE, to join with LESSEE at LESSEE’s own expense in said proceedings and the LESSOR agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, LESSEE shall have the right to contest the amount of any such tax or assessment.

b. All communications equipment shall be installed in accordance with applicable Laws and LESSEE shall comply with all laws, ordinances, rules, and regulations adopted by LESSOR. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction, and control of LESSOR, or the official or employee of LESSOR to whom such duties have been delegated by LESSOR. LESSEE shall have no ownership interest in any Poles owned by LESSOR.

c. LESSEE and its contractors shall give LESSOR notice of the dates, location, and nature of all work to be performed on its communications equipment within the public rights-of-way. If the installation, maintenance, or operation of LESSEE'S communications equipment is delayed or otherwise prevented due to the nature of the public use of the right-of-way or any street repair, maintenance, or other repair, LESSEE shall in no event be entitled to any offset of rent under this Agreement or any Supplement, as applicable. This Agreement shall allow LESSEE to perform all work on LESSEE'S communications equipment within the public rights-of-way, and to legally park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or maintenance of LESSEE'S communications equipment. Neither LESSEE, nor LESSEE's contractors performing work for LESSEE, may be required to pay any additional fee in order to perform work on LESSEE'S communications equipment, or park within the streets and other public rights-of-way. Following completion of work in the public rights-of-way, LESSEE shall repair any affected public rights-of-way as soon as possible, but no later than the time frame established by the permit issued by LESSOR. Restoration of the affected area of the public rights-of-way shall be to standards either equal to or better than the area was prior to the initiation of work. No street, alley, highway, or public place shall be encumbered for a longer period than shall be necessary to execute the work authorized by the applicable Supplement and this Agreement.

28. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT.

a. From time to time, LESSOR may paint, recondition, or otherwise improve or repairs the Poles in a substantial way ("**Reconditioning Work**"). LESSOR shall reasonably cooperate with LESSEE to carry out Reconditioning Work activities in a manner that minimizes interference with LESSEE's approved use of the Premises.

b. Prior to commencing Reconditioning Work, LESSOR shall provide LESSEE with not less than sixty (60) days prior written notice. Upon receiving that notice, it shall be LESSEE's sole responsibility to provide adequate measures to cover or otherwise protect LESSEE's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. LESSOR reserves the right to require LESSEE to remove all of LESSEE's equipment from the Poles and Premises during Reconditioning Work, provided the requirement to remove LESSEE's equipment is contained in the written notice required by this Section.

c. During LESSOR's Reconditioning Work, LESSEE may maintain a temporary communications facility on the Property, or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. If the Property will not accommodate LESSEE's temporary communications facility, or if the Parties cannot agree on a temporary location, LESSEE, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR.



d. If the Poles need to be replaced (“**Replacement Work**”), LESSOR shall provide LESSEE with at least ninety (90) days' written notice to remove its equipment. LESSOR shall also promptly notify LESSEE when the Poles have been replaced and LESSEE may re-install its equipment. During LESSOR's Replacement Work, LESSEE may maintain a temporary communications facility on the Property, or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. If the Property will not accommodate LESSEE's temporary communications facility or if the Parties cannot agree on a temporary location, LESSEE, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR.

e. If the Poles need to be repaired due to storm or other damage (“**Repair Work**”), LESSOR shall notify LESSEE to remove its equipment as soon as possible. In the event of an emergency, LESSOR shall contact LESSEE by telephone at LESSEE’s Network Operations Center [at (800) 224-6620/(800) 621-2622] prior to removing LESSEE’s Equipment. Once the Poles have been replaced or repaired, LESSOR will promptly notify LESSEE it can reinstall its equipment. During LESSOR’s Repair Work, LESSEE may maintain a temporary communications facility on the Property, or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. If the Property will not accommodate LESSEE's temporary communications facility, or if the Parties cannot agree on a temporary location, or if the Pole(s) cannot be repaired or replaced within thirty (30) days, LESSEE, at its sole discretion, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR. However, at LESSEE's sole option, within forty-five (45) days after the casualty damage, LESSOR must use commercially reasonable efforts to provide LESSEE with a replacement Supplement to lease space at a new location upon which the Parties mutually agree. The monthly rental payable under the new replacement Supplement will not be greater than the monthly rental payable under the terminated Supplement. The new replacement Supplement shall have an initial term of five (5) years, and shall have extension terms as provided in Paragraph 5 of this Agreement.

*[Balance of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

**LESSOR:**

**City of Berwyn, Illinois, an Illinois municipal corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS

\_\_\_\_\_

**LESSEE:**

**Chicago SMSA Limited Partnership**

**d/b/a Verizon Wireless**

**By: Cellco Partnership, its general partner**

By: \_\_\_\_\_  
Lynn Ramsey

Its: Area Vice President Network

Date: \_\_\_\_\_

WITNESS

\_\_\_\_\_

EXHIBIT A

LEASE SUPPLEMENT

This Lease Supplement ("**Supplement**"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the **City of Berwyn**, an Illinois municipal corporation, whose principal place of business is 6700 W. 26<sup>th</sup> Street, Berwyn, Illinois, 60402 ("**Lessor**"), and **Chicago SMSA Limited Partnership** d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**").

1. **Master Lease Agreement.** This Supplement is a Supplement as referenced in that certain Master Lease Agreement between the City of Berwyn and **Chicago SMSA Limited Partnership d/b/a Verizon Wireless**, dated \_\_\_\_\_, 201\_\_, (the "**Agreement**"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at <INSERT SITE ADDRESS>, including, without limitation, approximately (\_\_\_\_) square feet of Equipment Space, and Antenna Space on the Poles. The Equipment Space, Antenna Space, and Cabling Space are as shown on **Exhibit 1**, attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement [*add if applicable*: provided, however, that the Term of this Supplement shall be subject to the term of the Ground Lease [*or Easement*] (as hereinafter defined).].

4. **Consideration.** Rent under this Supplement shall be \$250.00 per month, payable to the City of Berwyn at 6700 W. 26<sup>th</sup> Street, Berwyn, IL 60402. This consideration is made in accordance with Paragraph 3 of the Agreement.

[5. **Easement.** The parties acknowledge that Lessor's rights in the Site derive from a certain agreement dated \_\_\_\_\_ between Lessor and \_\_\_\_\_ ("**Land Owner**"), hereinafter referred to as "**Easement**", and attached to this Supplement as **Exhibit 2**. This Supplement shall not be effective until Lessee has approved the Easement, and Lessee shall be under no obligation to proceed under this Supplement unless and until the form of the Easement is acceptable to Lessee. By its signature below, Lessee has reviewed and approved of the Easement.]

[6. [if applicable] **Consent.** The consent of the Land Owner to this Supplement [**check as applicable**]: \_\_\_ is NOT required; \_\_\_ is required and the executed Land Owner's Consent is attached to this Supplement as **Exhibit 3**.]

7. **Site Specific Terms.** (Include any site-specific terms)

**IN WITNESS WHEREOF**, LESSOR and LESSEE have executed this Supplement effective the day and year first above written.

**LESSOR:**

**City of Berwyn, Illinois, an Illinois municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

WITNESS

**LESSEE**

**Chicago SMSA Limited Partnership d/b/a Verizon Wireless**

By: Cellco Partnership, its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

WITNESS

**EXHIBIT 1**  
**Site Plan of Premises**

**EXHIBIT 2**

**Easement**

*[if applicable]*

**EXHIBIT 3**

**Landowner's Consent**

*[if applicable]*

5-3

The City of Berwyn



Robert P. Schiller  
Director of Public Works

**A Century of Progress with Pride**

Date: December 22, 2015

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

Re: Recommendation to award the bid for the 2015 MFT LED street light luminaire replacement.

As part of the 2015 MFT resolution approved by Council, bids were prepared and advertised for replacing an additional 178 residential luminaires. Earlier this year, 307 luminaires were replaced as part of this year's CDBG program. These luminaires provide more light with less wattage per fixture. The Bid was prepared by Tom Brandstedt from Frank Novotny & Associates and posted on the City of Berwyn website and advertised in the local newspaper. Bids were be opened on December 16, 2015 at 10:00 in the presence of the Deputy City Clerk, a member of our consulting engineering firm of Frank Novotny & Associates and staff for the 2015 Residential Street Light Luminaire Replacement project. Bid tabulations were prepared by our consulting City Engineer and are included as part of this communication.

Bids were opened and read out loud. There were four bidders, Utility Dynamics, Hecker and Company, Lyons Electric and Meade electric. After reviewing the tabulation of bids, Novotny & Associates and staff agree to recommend to award to the low bidder, Utility Dynamics Corp. In addition, staff recommends an additional 3% contingency be approved as well

**Recommended Actions:**

Staff recommends awarding the 2015 MFT residential street light LED replacement to the low bidder, Utility Dynamics Corporation for a bid amount of \$200,090 and a 3% contingency for a total not to exceed amount of \$206,092.

Respectfully,

Robert Schiller  
Director of Public Works





## *Frank Novotny & Associates, Inc.*

545 Plainfield Road, Suite A • Willowbrook, IL • 60527 • Telephone: (630) 887-8640 • Fax: (630) 887-0132

December 17, 2015

Mr. Robert Schiller  
Director of Public Works  
City of Berwyn  
1 Public Works Drive  
Berwyn, Illinois 60402

Re: **2015 MFT Maintenance  
Residential Street Light LED Luminaire Replacement  
MFT Section No. 15-00000-05-GM**

Dear Bob:

Enclosed is a copy of the "Tabulation of Bids" for the bids that were received and opened for the above-referenced project on December 16, 2015, at 10:00 am. Five bids were received, and were computationally correct; one bid was rejected.

The bid submitted by Utility Dynamics Corporation, in the amount of \$200,090.00, is \$56,810.00 (22.11%) under the Engineer's Estimate of \$256,900.00.

Utility Dynamics is prequalified by IDOT to perform this type of work. Therefore, we recommend that the Contract be awarded to **Utility Dynamics Corporation, 23 Commerce Drive, Oswego, IL 60543**, in the amount of **\$200,090.00**.

Please call if you have any questions regarding this matter.

Sincerely,

**FRANK NOVOTNY & ASSOCIATES, INC.**

Thomas R. Brandstedt, P.E.

TRB/ce  
Enclosure  
cc: File No. 15076(5)

CITY OF BERWYN  
 RESIDENTIAL STREET LIGHT LED LUMINAIRE REPLACEMENT  
 MFT SECTION NO. 15-00000-05-GM  
 DECEMBER 16, 2015 @ 10:00 A.M.

PROJECT NO : 15076(5)

Description	Unit	Quantity	Engineers Estimate		Utility Dynamics Corp. 23 Commerce Drive Oswego, IL 60543 5% Bid Bond		Hecker and Company 250 Industrial Lane Wheeling, IL 60090 5% Bid Bond		Lyons Electric Co. 650 E. Elm Avenue LaGrange, IL 60525 5% Bid Bond		Meade, Inc. 9550 W. 55th Street, Suite A McCook, IL 60525 5% Bid Bond		John Burns Construction BID REJECTED	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Luminaire, Partial Salvage	EACH	176	100.00	17,600.00	35.00	6,160.00	12.80	2,252.80	27.28	4,801.28	27.25	4,796.00		
Light LED Luminaire Replacement	EACH	176	1,300.00	228,800.00	1,079.00	189,904.00	1,128.00	198,528.00	1,118.17	196,797.92	1,170.50	206,008.00		
Light Protection	L SUM	1	3,500.00	3,500.00	1,100.00	1,100.00	50.00	50.00	1.15	1.15	1,080.00	1,080.00		
Lighting System	L SUM	1	5,000.00	5,000.00	2,400.00	2,400.00	1,401.00	1,401.00	1.15	1.15	1,200.00	1,200.00		
Lighting System Complete	L SUM	1	2,000.00	2,000.00	526.00	526.00	575.00	575.00	3,078.50	3,078.50	2,625.00	2,625.00		
					GE	GE	GE	AMERLUX			"To be provided upon award"			
					EPAS-0-A-41-B-9-X-BLOCK-D	EPAS0E5A41B1XBLOCKD	D700-AV1-4L/PAB-BLK-PCL7-MTK Dimming Driver							
				256,900.00	200,090.00	202,806.80	204,680.00	215,719.00						
				200,090.00	202,806.80	204,680.00	215,719.00							
				-56,810.00	-54,083.20	-52,220.00	-41,181.00							
				-22.11%	-21.06%	-20.33%	-16.03%							

*K-1*  
The City of Berwyn



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

**A Century of Progress with Pride**

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

December 18, 2015

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

SUBJECT: December 16, 2015

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the December 22, 2015 meeting.

Payroll: December 16, 2015: \$1,245,687.92

Respectfully Submitted,

*Nona N. Chapman*

Nona N. Chapman  
Budget Committee Chairman



**A Century of Progress with Pride**

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

December 18, 2015

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

SUBJECT: Payables December 22, 2015

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the December 22, 2015 meeting.

Total Payables: December 22, 2015 in the amount of \$605,465.62

Respectfully Submitted,

*Nona N. Chapman*

Nona N. Chapman  
Budget Committee Chairman

# Payment Register

From Payment Date: 12/18/2014 - To Payment Date: 12/22/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
34500	12/07/2015	Open			Accounts Payable	Diversified Inspections, Inc.	\$2,306.08		
34501	12/07/2015	Open			Accounts Payable	Mayo Clinic Store	\$39.90		
34502	12/07/2015	Open			Accounts Payable	Richard C. Dahms	\$2,025.00		
34503	12/07/2015	Open			Accounts Payable	Kimberlee Newcomb	\$3,412.50		
34504	12/08/2015	Open			Accounts Payable	Carmelita Terry	\$9.31		
34505	12/08/2015	Open			Accounts Payable	Flash Electric Company	\$930.00		
34506	12/08/2015	Open			Accounts Payable	Frank J Vomacka	\$15.45		
34507	12/08/2015	Open			Accounts Payable	Goldstine, Skrozki Russian, Nemec, & Hoff	\$84.24		
34508	12/08/2015	Open			Accounts Payable	Jovan John Trumbulovic	\$475.00		
34509	12/08/2015	Open			Accounts Payable	Marcia Cohen	\$266.00		
34510	12/08/2015	Open			Accounts Payable	Menards	\$568.00		
34511	12/08/2015	Open			Accounts Payable	Odelson & Sterk	\$123.75		
34512	12/08/2015	Open			Accounts Payable	Phit's Lock & Key	\$86.00		
34513	12/08/2015	Open			Accounts Payable	Santanna Energy Service	\$39.55		
34514	12/08/2015	Open			Accounts Payable	SBC Datcomma	\$547.20		
34515	12/11/2015	Open			Accounts Payable	Charles Martini	\$400.00		
34516	12/11/2015	Open			Accounts Payable	David Foreman	\$400.00		
34517	12/11/2015	Open			Accounts Payable	David Lambright	\$400.00		
34518	12/11/2015	Open			Accounts Payable	Norm Malcolm	\$400.00		
34519	12/11/2015	Open			Accounts Payable	Richard Anderson	\$400.00		
34520	12/11/2015	Open			Accounts Payable	Richard Mikel	\$400.00		
34521	12/16/2015	Open			Accounts Payable	Key Government Finance, Inc.	\$56,910.35		
34522	12/16/2015	Open			Accounts Payable	Roesch Ford	\$34,548.00		
34523	12/22/2015	Open			Accounts Payable	Midwest Tape	\$642.68		
34524	12/22/2015	Open			Accounts Payable	A - Awesome Amusements Company	\$250.00		
34525	12/22/2015	Open			Accounts Payable	ABC Automotive Electronics	\$1,607.86		
34526	12/22/2015	Open			Accounts Payable	ABC Automotive Electronics	\$11,417.28		
34527	12/22/2015	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$2,300.00		
34528	12/22/2015	Open			Accounts Payable	Able Printing Service	\$640.24		
34529	12/22/2015	Open			Accounts Payable	Air One Equipment, Inc.	\$1,095.00		
34530	12/22/2015	Open			Accounts Payable	Airgas USA, LLC	\$218.44		
34531	12/22/2015	Open			Accounts Payable	AI Warren Oil Company	\$26,489.86		
34532	12/22/2015	Open			Accounts Payable	AI's Radiator	\$575.00		
34533	12/22/2015	Open			Accounts Payable	Alexander Chemical Corporation	\$984.00		
34534	12/22/2015	Open			Accounts Payable	Alliance Entertainment	\$35.99		
34535	12/22/2015	Open			Accounts Payable	AMS Electric Inc.	\$2,420.00		
34536	12/22/2015	Open			Accounts Payable	Applied GeoScience, Inc.	\$7,500.00		
34537	12/22/2015	Open			Accounts Payable	Art Flo Shirt and Lettering	\$610.00		
34538	12/22/2015	Open			Accounts Payable	Arturo Hernandez	\$50.00		
34539	12/22/2015	Open			Accounts Payable	Associates in Behavioral Science	\$4,250.00		
34540	12/22/2015	Open			Accounts Payable	AT&T Global Services, Inc.	\$40.65		
34541	12/22/2015	Open			Accounts Payable	B. Davids Landscaping	\$30,770.00		
34542	12/22/2015	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$160.99		
34543	12/22/2015	Open			Accounts Payable	Barbara Ziemba	\$129.58		
34544	12/22/2015	Open			Accounts Payable	Barge Terminal & Trucking	\$2,379.65		
34545	12/22/2015	Open			Accounts Payable	Berwyn Development Corporation	\$740.00		

CITY OF BERWYN

# Payment Register

From Payment Date: 12/18/2014 - To Payment Date: 12/22/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
34546	12/22/2015	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$5,985.08		
34547	12/22/2015	Open			Accounts Payable	Berwyn's Violet Flower Shop	\$85.00		
34548	12/22/2015	Open			Accounts Payable	Case Lots, Inc	\$602.65		
34549	12/22/2015	Open			Accounts Payable	Cassidy Tire	\$67.50		
34550	12/22/2015	Open			Accounts Payable	CenterPoint Energy Services, Inc	\$5,694.98		
34551	12/22/2015	Open			Accounts Payable	Cermak Animal Clinic	\$155.00		
34552	12/22/2015	Open			Accounts Payable	Chicago Office Products Co	\$2,106.15		
34553	12/22/2015	Open			Accounts Payable	Citadel	\$198.00		
34554	12/22/2015	Open			Accounts Payable	Comcast Cable	\$168.55		
34555	12/22/2015	Open			Accounts Payable	Complete Temperature Systems, Inc	\$2,669.00		
34556	12/22/2015	Open			Accounts Payable	Cranis Chicago Business	\$35.00		
34557	12/22/2015	Open			Accounts Payable	Day & Robert P.C.	\$1,350.50		
34558	12/22/2015	Open			Accounts Payable	Del Galdo Law Group, LLC	\$33,104.50		
34559	12/22/2015	Open			Accounts Payable	Demco Educational Corporation	\$1,171.77		
34560	12/22/2015	Open			Accounts Payable	Diamond Graphics, Inc	\$15,577.45		
34561	12/22/2015	Open			Accounts Payable	Diane Jepsen	\$14.37		
34562	12/22/2015	Open			Accounts Payable	Diaz Group LLC	\$1,166.66		
34563	12/22/2015	Open			Accounts Payable	Don Morris Architects, PC	\$8,932.68		
34564	12/22/2015	Open			Accounts Payable	Ellephant Solo	\$50.00		
34565	12/22/2015	Open			Accounts Payable	Elite Document Solutions	\$409.96		
34566	12/22/2015	Open			Accounts Payable	Engineering Solutions Team	\$2,665.00		
34567	12/22/2015	Open			Accounts Payable	Evan Summers	\$352.41		
34568	12/22/2015	Open			Accounts Payable	Federal Express Corporation	\$194.47		
34569	12/22/2015	Open			Accounts Payable	First Advantage Background Services Corp	\$15.40		
34570	12/22/2015	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$164.20		
34571	12/22/2015	Open			Accounts Payable	Galat / Cengage	\$168.69		
34572	12/22/2015	Open			Accounts Payable	Gary T. Copp	\$453.75		
34573	12/22/2015	Open			Accounts Payable	Gaulliet Pest Control	\$150.00		
34574	12/22/2015	Open			Accounts Payable	Goldsline Skrodzki Russian Nemec & Hoff, LTD	\$12,292.50		
34575	12/22/2015	Open			Accounts Payable	Granger	\$70.25		
34576	12/22/2015	Open			Accounts Payable	H J Mohr & Sons Company	\$833.15		
34577	12/22/2015	Open			Accounts Payable	Hallowan & Yeuch, Inc	\$392.63		
34578	12/22/2015	Open			Accounts Payable	Home Depot Credit Services	\$413.62		
34579	12/22/2015	Open			Accounts Payable	Illinois Alarm	\$344.25		
34580	12/22/2015	Open			Accounts Payable	Illinois Paper & Copier Company	\$2,512.90		
34581	12/22/2015	Open			Accounts Payable	Illinois Tactical Officers Association	\$295.00		
34582	12/22/2015	Open			Accounts Payable	Infrasarch, Inc	\$9,400.00		
34583	12/22/2015	Open			Accounts Payable	Ingram Library Services	\$2,323.99		
34584	12/22/2015	Open			Accounts Payable	International Institute of Municipal Clerks	\$550.00		
34585	12/22/2015	Open			Accounts Payable	J & B Medical Supply	\$4,023.15		
34586	12/22/2015	Open			Accounts Payable	J & L Uniforms	\$517.78		
34587	12/22/2015	Open			Accounts Payable	J R Carpet, Inc	\$2,760.00		
34588	12/22/2015	Open			Accounts Payable	Jack's Rental, Inc.	\$825.49		
34589	12/22/2015	Open			Accounts Payable	JNC Consulting Inc	\$2,250.00		
34590	12/22/2015	Open			Accounts Payable	Joe Rizza Ford	\$96.19		
34591	12/22/2015	Open			Accounts Payable	Jonathan Flores	\$50.00		
34592	12/22/2015	Open			Accounts Payable	Just Tires	\$40.00		

CITY of BERWYN

Payment Register

From Payment Date: 12/18/2014 - To Payment Date: 12/22/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
34593	12/22/2015	Open			Accounts Payable	K'S Quality Construction, Inc.	\$8,270.00		
34594	12/22/2015	Open			Accounts Payable	Kankakee Truck Equipment	\$3,942.05		
34595	12/22/2015	Open			Accounts Payable	KB Lawn and Mulch	\$3,090.00		
34596	12/22/2015	Open			Accounts Payable	Konica Minolta Business Solutions	\$2,300.00		
34597	12/22/2015	Open			Accounts Payable	Konica Minolta Business Solutions USA, Inc.	\$922.22		
34598	12/22/2015	Open			Accounts Payable	Kopicki Family Funeral Home	\$250.00		
34599	12/22/2015	Open			Accounts Payable	Laner Muchin, Ltd	\$25,632.72		
34600	12/22/2015	Open			Accounts Payable	Lawndale News	\$896.24		
34601	12/22/2015	Open			Accounts Payable	LexisNexis	\$350.00		
34602	12/22/2015	Open			Accounts Payable	Little Village Printing	\$205.04		
34603	12/22/2015	Open			Accounts Payable	Lyons & Pinner Electric Company	\$3,304.14		
34604	12/22/2015	Open			Accounts Payable	Lyons Tree Service, Inc.	\$44,187.00		
34605	12/22/2015	Open			Accounts Payable	M.E. Simpson Co., Inc	\$183.77		
34606	12/22/2015	Open			Accounts Payable	MacNeal Occupational Health Services	\$75.00		
34607	12/22/2015	Open			Accounts Payable	McCam Industries, Inc.	\$40.84		
34608	12/22/2015	Open			Accounts Payable	McDonough Mechanical Services, Inc	\$1,702.42		
34609	12/22/2015	Open			Accounts Payable	Menards	\$476.92		
34610	12/22/2015	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$137.00		
34611	12/22/2015	Open			Accounts Payable	Michael Cimaglia	\$50.00		
34612	12/22/2015	Open			Accounts Payable	Micro Marketing, LLC	\$218.16		
34613	12/22/2015	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
34614	12/22/2015	Open			Accounts Payable	Mike & Sons	\$2,174.00		
34615	12/22/2015	Open			Accounts Payable	Movie Licensing USA	\$1,626.00		
34616	12/22/2015	Open			Accounts Payable	Murphy Paving & Sealing Inc	\$28,800.00		
34617	12/22/2015	Open			Accounts Payable	Nationwide Transmission & Complete Auto Service	\$2,767.18		
34618	12/22/2015	Open			Accounts Payable	New World Systems	\$50,600.00		
34619	12/22/2015	Open			Accounts Payable	Nexitel Communications	\$733.04		
34620	12/22/2015	Open			Accounts Payable	NFFA	\$330.00		
34621	12/22/2015	Open			Accounts Payable	Nicole Monaco	\$50.00		
34622	12/22/2015	Open			Accounts Payable	Northwestern University Center	\$7,300.00		
34623	12/22/2015	Open			Accounts Payable	OFFICE DEPOT	\$714.87		
34624	12/22/2015	Open			Accounts Payable	Ogden Top & Trim Shop	\$1,965.00		
34625	12/22/2015	Open			Accounts Payable	Omnigraphics	\$309.45		
34626	12/22/2015	Open			Accounts Payable	Overdoors of Illinois	\$2,221.00		
34627	12/22/2015	Open			Accounts Payable	PACE Vapool	\$400.00		
34628	12/22/2015	Open			Accounts Payable	Pelco Animal Supplies, Inc.	\$71.28		
34629	12/22/2015	Open			Accounts Payable	PHS Locksmith	\$622.00		
34630	12/22/2015	Open			Accounts Payable	Porter Lee Corporation	\$139.00		
34631	12/22/2015	Open			Accounts Payable	Premier Specialties	\$972.36		
34632	12/22/2015	Open			Accounts Payable	Quarry Materials, Inc	\$221.94		
34633	12/22/2015	Open			Accounts Payable	Rainbow Book Company	\$1,758.74		
34634	12/22/2015	Open			Accounts Payable	Reliable Materials-Lyons LLC	\$2,142.00		
34635	12/22/2015	Open			Accounts Payable	Ricoch USA, Inc.	\$100.00		
34636	12/22/2015	Open			Accounts Payable	Rocky Mountain Tracking	\$359.70		
34637	12/22/2015	Open			Accounts Payable	Romeoville Fire Academy	\$1,300.00		
34638	12/22/2015	Open			Accounts Payable	Roscoe Company	\$1,448.48		

CITY of BERWYN

# Payment Register

From Payment Date: 12/18/2014 - To Payment Date: 12/22/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
34639	12/22/2015	Open			Accounts Payable	Ruth Volbre	\$560.66		
34640	12/22/2015	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$880.97		
34641	12/22/2015	Open			Accounts Payable	Schulz Supply Company, Inc	\$187.82		
34642	12/22/2015	Open			Accounts Payable	Scout Electric Supply	\$168.00		
34643	12/22/2015	Open			Accounts Payable	Shane's Office Supply Company	\$22.00		
34644	12/22/2015	Open			Accounts Payable	Shark Shredding, Inc.	\$129.00		
34645	12/22/2015	Open			Accounts Payable	Showcases	\$451.52		
34646	12/22/2015	Open			Accounts Payable	Skyline West Banquets	\$2,500.00		
34647	12/22/2015	Open			Accounts Payable	South Berwyn School District 100	\$162.37		
34648	12/22/2015	Open			Accounts Payable	Specialty Store Unlimited	\$110.97		
34649	12/22/2015	Open			Accounts Payable	Sprint	\$1,306.08		
34650	12/22/2015	Open			Accounts Payable	Standard Equipment Company	\$1,610.31		
34651	12/22/2015	Open			Accounts Payable	State Industrial Products	\$801.44		
34652	12/22/2015	Open			Accounts Payable	StudioC	\$5,227.50		
34653	12/22/2015	Open			Accounts Payable	Suburban Laboratories, Inc	\$950.50		
34654	12/22/2015	Open			Accounts Payable	Superior Lamp Inc	\$1,469.96		
34655	12/22/2015	Open			Accounts Payable	Target Auto Parts	\$543.17		
34656	12/22/2015	Open			Accounts Payable	Tele-Ton Ace Hardware	\$1,080.07		
34657	12/22/2015	Open			Accounts Payable	Thomson Reuters- West	\$329.72		
34658	12/22/2015	Open			Accounts Payable	Todd Benison	\$50.00		
34659	12/22/2015	Open			Accounts Payable	Tyco Integrated Security LLC	\$1,269.41		
34660	12/22/2015	Open			Accounts Payable	Unique Management Services, Inc	\$98.45		
34661	12/22/2015	Open			Accounts Payable	Unique Plumbing	\$21,313.37		
34662	12/22/2015	Open			Accounts Payable	University of Illinois	\$3,934.00		
34663	12/22/2015	Open			Accounts Payable	US Gas	\$336.80		
34664	12/22/2015	Open			Accounts Payable	VCG Uniforms	\$973.20		
34665	12/22/2015	Open			Accounts Payable	Veritek	\$77.50		
34666	12/22/2015	Open			Accounts Payable	Verzon Wireless - Lehigh	\$1,302.75		
34667	12/22/2015	Open			Accounts Payable	Vintage Tech LLC	\$1,724.40		
34668	12/22/2015	Open			Accounts Payable	Walgreens Company	\$44.96		
34669	12/22/2015	Open			Accounts Payable	Weimer Machine	\$375.29		
34670	12/22/2015	Open			Accounts Payable	Academy Apparel	\$974.70		
34671	12/22/2015	Open			Accounts Payable	Alice Morales	\$1,475.00		
34672	12/22/2015	Open			Accounts Payable	Antonio Ocampo & Berenice Fuentes	\$1,475.00		
34673	12/22/2015	Open			Accounts Payable	Aqua Flow Plumbing Corp	\$2,800.00		
34674	12/22/2015	Open			Accounts Payable	Bryan Davis	\$1,235.00		
34675	12/22/2015	Open			Accounts Payable	Carlos Rovera	\$50.00		
34676	12/22/2015	Open			Accounts Payable	COHO	\$500.00		
34677	12/22/2015	Open			Accounts Payable	COHO	\$500.00		
34678	12/22/2015	Open			Accounts Payable	COHO	\$1,000.00		
34679	12/22/2015	Open			Accounts Payable	Figment Group INC	\$95.00		
34680	12/22/2015	Open			Accounts Payable	Giovanni Pisa	\$1,475.00		
34681	12/22/2015	Open			Accounts Payable	Habb Bagheri	\$1,475.00		
34682	12/22/2015	Open			Accounts Payable	Illinois Alarm Service Inc	\$345.00		
34683	12/22/2015	Open			Accounts Payable	John Thompson	\$1,475.00		
34684	12/22/2015	Open			Accounts Payable	Lila Josefina & Guadalupe Gaytan	\$1,475.00		
34685	12/22/2015	Open			Accounts Payable	Linda Adams	\$3,500.00		
34686	12/22/2015	Open			Accounts Payable	Miguel A. Hernandez	\$1,475.00		
34687	12/22/2015	Open			Accounts Payable	Miguel Vasquez	\$50.00		
34688	12/22/2015	Open			Accounts Payable	Stephane Avila	\$50.00		



# CITY of BERWYN Payment Register

From Payment Date: 12/18/2014 - To Payment Date: 12/22/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
34689	12/22/2015	Open			Accounts Payable	Stormo Ramello & Durkin	\$725.00		
Type Check Totals:					190 Transactions		\$605,465.62		
01 - General Cash Totals									
<b>Grand Totals:</b>									
<b>Checks</b>									
All									
	Status	Count	Transaction Amount	Reconciled Amount					
	Open	190	\$605,465.62	\$0.00					
	Reconciled	0	\$0.00	\$0.00					
	Voided	0	\$0.00	\$0.00					
	Stopped	0	\$0.00	\$0.00					
	Total	190	\$605,465.62	\$0.00					
<b>Checks</b>									
All									
	Status	Count	Transaction Amount	Reconciled Amount					
	Open	190	\$605,465.62	\$0.00					
	Reconciled	0	\$0.00	\$0.00					
	Voided	0	\$0.00	\$0.00					
	Stopped	0	\$0.00	\$0.00					
	Total	190	\$605,465.62	\$0.00					
<b>All</b>									
	Status	Count	Transaction Amount	Reconciled Amount					
	Open	190	\$605,465.62	\$0.00					
	Reconciled	0	\$0.00	\$0.00					
	Voided	0	\$0.00	\$0.00					
	Stopped	0	\$0.00	\$0.00					
	Total	190	\$605,465.62	\$0.00					

K-3  
**Robert J. Lovero**  
**Mayor**



**Collections and  
Licensing**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

December 18, 2015

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 November, 2015. 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  
For Rasheed Jones  
Finance Director

***Application Pending***

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

***Inspections Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b>Angela Tomassetti C.P.T. d.b.a. Fit Club</b>	6936 W. Windsor Avenue Berwyn IL 60402	9/28/2015	(312) 646-9797	16208
<b>Botanica Orisha Ile Ifa Inc.</b>	2617 S. Ridgeland Ave. Berwyn IL 60402	12/18/2012	(708) 795-8300	14405
<b>Cancun Auto Sales</b>	6245 W. Bus_Street Berwyn IL 60402	12/10/2013	(708) 484-4800	15124
<b>Carmen Hernandez d.b.a Nutrivida</b>	6328 W. 26 th Street Berwyn IL 60402	8/4/2015	(773) 691-6670	16209
<b>Chelsea Goolsby- Eberhart</b>	<i>d/b/a/ Rottentail</i> 3100 S. Oak Park Avenue Berwyn IL 60402	10/23/2015	(224) 442-4312	16390
<b>Chicagoland Retinal Consultants</b>	<i>Suite B</i> 6801 W. Stanley Avenue Berwyn IL 60402	6/5/2014	(708) 484-8500	15178
<b>Chriatian Giannotti</b>	<i>d/b/a/ Senior Assistant Services</i> 6918 W. Cermak Road Berwyn IL 60402	11/6/2015	(773) 575-2100	16416
<b>Cigarettes Etc.</b>	6820 W. Windsor Avenue Berwyn IL 60402	10/6/2015	(708) 795-9050	16353
<b>Community Nutrition Network &amp; Snr. Svc's</b>	<i>Suite 202</i> 3239 S. Bus_Street Berwyn IL 60402	2/4/2014	(312) 207-5290	15197
<b>Consumer Law Group LLC</b>	<i>d/b/a/ Los Guardianes Del Pueblo</i> 6339 S. Cermak Road Berwyn IL 60402	1/14/2015	(312) 925-9300	15838
<b>Cookie's Grooming and Spa</b>	6230 W. Cermak Road Berwyn IL 60402	11/4/2015		16404
<b>Diamond Realtors Group</b>	6328 W. 26 th Street Berwyn IL 60402	1/28/2013	(708) 749-3220	14458
<b>Enterprise Rent -a- Car</b>	6301 W. Ogden Avenue Berwyn IL 60402	3/16/2012	(708) 749-2000	12778
<b>Fernando Fuentes D.B.A. Roberto's Place</b>	3244 S. OakPark Avenue Berwyn IL 60402	2/1/2012		13011
<b>Ferrentino and Saikas Atty. LLC</b>	6616 W. Cermak Road Berwyn IL 60402	11/12/2013	(773) 647-1519	15080
<b>Genesis Graphics and Signs</b>	2723 S. Ridgeland Avenue Berwyn IL 60402	2/12/2015	(708) 513-1665	15895
<b>Jaci's Resale Shop</b>	6615 W. Cermak Road Berwyn IL 60402	11/5/2015	(708) 317-4539	16407
<b>Jazi Mama's Café</b>	6305 W. Roosevelt Road Berwyn IL 60402	5/19/2015		16048
<b>K ' Natural Inc.</b>	6610 W. Cermak Road Berwyn IL 60402	6/9/2011	(708) 788-7900	12533
<b>Las Quecas</b>	<i>Suite A</i> 6311 W. Cermak Road Berwyn IL 60402	7/28/2015		15633

***Inspections Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>Liberty Tax Service</i></b>			<b>(708) 749-0250</b>	<b>15867</b>
3108 S. Oak Park Avenue	Berwyn IL 60402	1/26/2015		
<b><i>Macz and H Tax Service</i></b>			<b>(773) 474-0144</b>	<b>15937</b>
6912 W. 16th Street	Berwyn IL 60402	3/12/2015		
<b><i>Metro PCS</i></b>			<b>(708) 657-0700</b>	<b>16279</b>
6348 W. Cermak Road	Berwyn IL 60402	9/9/2015		
<b><i>Munoz Medical Center LLC</i></b>			<b>(708) 484-2600</b>	<b>12702</b>
3100 South Oak Park Avenue	Berwyn IL 60402	8/22/2011		
<b><i>Nationwiede Income Tax Services Inc.</i></b>			<b>(800) 567-0757</b>	<b>10837</b>
6626 W. Cermak Road	Berwyn IL 60402	1/21/2011		
<b><i>Nuevo Para Ti</i></b>			<b>(708) 744-0408</b>	<b>16348</b>
6805 W. Roosevelt Road	Berwyn IL 60402	10/5/2015		
<b><i>Pav Realtors</i></b>			<b>(708) 795-7100</b>	<b>10965</b>
6308 W. Cermak Road	Berwyn IL 60402	4/1/2011		
<b><i>Play It Retro LLC</i></b>				<b>15912</b>
3142 S. Oak Park Avenue	Berwyn IL 60402	2/26/2015		
<b><i>Ron's R &amp; B Autobody</i></b>			<b>(708) 484-9400</b>	<b>16393</b>
6507 W. Ogden Avenue	Berwyn IL 60402	10/27/2015		
<b><i>Stella's Place</i></b>	<b><i>Unit B</i></b>		<b>(847) 268-4964</b>	<b>16285</b>
6601 W. Roosevelt Road	Berwyn IL 60402	9/10/2015		
<b><i>Surestaff Inc.</i></b>				<b>15670</b>
6320 W. 26 th Street	Berwyn IL 60402	9/25/2014		
<b><i>Taqueria El Palenque Inc.</i></b>				<b>13049</b>
1547 S. Oak Park Ave.	Berwyn IL 60402	2/23/2012		
<b><i>The Math Spot LLC.</i></b>			<b>(708) 484-6284</b>	<b>14625</b>
6834- A Bus_Street W.	Berwyn IL 60402	4/22/2013		
<b>Total Businesses . . . . .</b>				<b>33</b>

**BERWYN BUSINESSES - LICENSED IN NOVEMBER, 2015 (STOREFRONTS)**

<b><u>Address</u></b>	<b><u>Business Name</u></b>	<b><u>Owner</u></b>	<b><u>Phone #</u></b>
3100 S. Oak Park Avenue	Rottentail	Chelsea Goolsby	(312) 479-7555
3219 S. Harlem Avenue	J's Professional Quick Fix Inc.	Uriel James-Gonzalez	(773) 744-9103
6615 W. Cermak Road	Jaci's re-Sale Shop	Jacinta Theobld	(708) 317-4539
6230 W. Cermak Road	Cookie's Grooming and Spa	Arlet Quiroz	(773) 664-7307
6721 W. 26th Street	Sonny's Slots and Café	Talei (Ted) Thompson	(773) 842-0070