



City of Berwyn

City Council Meeting

September 28, 2010

BERWYN CITY COUNCIL MEETING
SEPTEMBER 28, 2010

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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REG MIN 9/14/10-COW 9/14/10
- (D) BID OPENING - TABULATIONS
 - 1. PW DIR-PERMISSION TO OPEN BIDS & AWD. CONTRACT-2 MUNICIPAL SNOW PLOWS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC-2010 HOLIDAY DECORATIONS
 - 2. BDC-TIF APP-PEGGY ROSE ACADEMY OF DANCE & AROBATICS
6829 STANLEY AVE.
 - 3. BDC-TIF APP & SUPPORTING REDEVELOPMENT AGREEMENT & ORDINANCE
BERWYN KIA-7050 OGDEN AVE.
 - 4. BDC-REDEVELOPMENT AGREEMENT & ORD.-7124-7150 W. CERMAK RD-
BERWYN GATEWAY PARTNERS
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. RESOL-RECOGNIZE & CONGRATULATE COOK COUNTY DEPT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
 - 2. APPT. J. NOVACEK, DIR OF EMERGENCY MANAGEMENT & HOMELAND SECURITY
 - 3. PROC-"INTERNATIONAL WALK TO SCHOOL DAY"
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. APPROVAL OF CLOSED COW MINUTES-7/27, 8/10, 8/24/10
 - 2. CORRESPONDENCE FROM US CENSUS BUREAU 2010 CENSUS RECOGNITION
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
 - 1. DEFER-ZBA-RESOL/ORD- CAROLINA SANCHEZ-d/b/a-LET'S PLAY-6236 OGDEN AVE

(I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS

1. LAURETO -PARKING/COMMODORE BARRY POST
2. LAURETO-COOK COUNTY FERAL CAT COLONY ORDINANCE
3. P&T COMM-PROPOSAL TO REQUIRE RESIDENTS TO PETITION FOR TRAFFIC CONTROL DEVICES & SPECIAL BLOCK PARKING
4. P&T COMM-REVIEW OF 2 HR. PARKING RESTRICTIONS-3100 OAK PARK & STANLEY AVE
5. P&T COMM-REVIEW OF OVERNIGHT PARKING BAN ENFORCEMENT
6. P&T COMM-SCHOOL DISTRICT SPECIAL VISITOR PARKING

(J) STAFF REPORTS

1. LAW DEPT-SETTLE CASE #03WC28015
2. LAW DEPT-ORD-AMEND CHAP. 240 OF THE CODIFIED ORDINANCES
3. CITY ADM. - 1.) PURCHASE OF CURRENTLY LEASED PACE VANS WITH INTENT TO AUCTION-2.)LEASE TWO NEW PACE VANS
4. CITY ADM.-ANNUAL AUDIT
5. LIBRARY DIR-REPLACEMENT OF 2 PAGES
6. IT DIR-APPROVAL OF LIBRARY IT MANAGER POSTING
7. CITY ENGINEER-BID AWARD-2010 MFT-PAVEMENT MARKINGS-MARK-IT CORP
8. CITY ENGINEER2010 MFT MAINTENANCE-SIDEWALK & CURB & GUTTER REPAIRS-REBID
9. COMMUNITY DEVELOPMENT- RESOL-CONGRATULATIONS ON RETIREMENT OF ALICE HAMILTON FROM HUD

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

1. DEFER-CLERK-HANDICAP SIGN-D. NEPOMUCK-WILLIAMS-2447 EAST-DENY
2. BUDGET CHAIR-PAYROLL-9/15/10-\$1,009,142.75
- 3.. BUDGET CHAIR-PAYABLES-9/28/10-\$2,404,525.66
4. PAUL-HANDICAP SIGN-A. JEZEK-6905 W. 29TH ST.-APPROVE
5. POLASHEK-HANDICAP SIGN-S. MORENO-1626 SCOVILLE-DENY
6. AVILA-HANDICAP SIGN-A. VACEK-2309 CLINTON-APPROVE
7. LAURETO-HANDICAP SIGN-P. TUSCHEN-1242 EUCLID-APPROVE
8. BLOCK GARAGE SALE-3400 RIDGELAND-10/2/10
9. BHS-HISTORIC BERWYN'S BUNGALOW TOUR 9/26/10-APPROVED 7/27/10
10. PIPER SCHOOL BLOCK PARTY-CARNIVAL-9/30/10

ITEMS SUBMITTED ON TIME 37


THOMAS J. PAVLIK - CITY CLERK



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



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



ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
SEPTEMBER 14, 2010

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, Skryd, Santoy, Polashek, Avila, Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was observed for the deceased Glenn Klima retired Auxiliary Police Officer, the deceased Betty Pieroni, mother of Township Trustee, Donna Calvello, and for the men and women on the streets of Berwyn protecting our safety.
3. Chapman made a motion, seconded by Skryd, to amend the agenda to include items D-1, Bids on Holiday Lighting Decorations and K-1, an amended payroll report. The motion carried by a voice vote.
4. The Open Forum portion of the meeting was announced. The Mayor recognized Professor J. Jenks of Dominican University who informed all that Berwyn on line news will be provided by University Journalism students - Scott Lennon, Depot District Committee member invited all to the annual Oktoberfest in the Depot District on September 17th and 18th - the Mayor congratulated Alderman Chapman on birth of her new grandson - Chuck Soumar of the Ides of March Group thanked the Mayor and all responsible for the Sunday dedication of the "Ides of March Way" and mentioned that there was no cost to the residents for the event and also apologized to Alderman Paul for not mentioning her name at the event.
5. The regular minutes of the Berwyn City Council and the Committee of the Whole meetings of August 24, 2010 were presented. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
6. Chapman made a motion, seconded by Avila, to suspend the rules and bring forth Items I-6 and J-4. The motion carried by a voice vote. Item I-6 are communications from the Board of Fire and Police Commissioners and the Police Chief regarding the appointments of police officers, Lateral Transfers, Frank Teutonico, Daniel DiMenna, Robert Gordon, Edward Tovar and Vincent Esposito. Thereafter, Skryd made a motion, seconded by

Avila to concur and approve as submitted. The motion carried by a voice vote. Thereafter, the Clerk administered the oath of office to the newly appointed police officers and congratulations were extended by all.

7. The Police Chief submitted a communication regarding the presentation of awards to Police Personnel, who were involved in the apprehension of an individual that robbed the Harris Bank located at 6811 W. Stanley Avenue in Berwyn on August 31, 2010. The Mayor read a letter of commendation listing all those involved in this apprehension. Thereafter, Avila made a motion, seconded by Chapman, to concur. The motion carried by a voice vote. Thereafter, all police personnel involved in this arrest were presented with certificates of appreciation from the Mayor with thanks for a job well done and congratulations were extended by all present.
8. Avila made a motion, seconded by Laureto, to suspend the rules and bring forth item J-2 and mark as germane to F-1. The motion carried by a voice vote. Item F-1 is a Proclamation from the Mayor regarding the Ides of March Day in Berwyn on September 12, 2010. Thereafter, Avila made a motion, seconded by Laureto, to concur and **adopt** the Proclamation as presented. The motion carried by a unanimous roll call vote.
9. The Law Department submitted a communication along with an ordinance entitled:
AN ORDINANCE ESTABLISHING AN HONORARY-SECONDARY NAME FOR HOME AVENUE IN BERWYN, ILLINOIS, FROM RIVERSIDE DRIVE TO CERMAK ROAD TO "THE IDES OF MARCH WAY"
Thereafter, Skryd made a motion, seconded by Avila, to concur and **adopt** the ordinance as submitted and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
10. The Berwyn Development Corporation submitted bids for the 2010 Holiday Light Decorations. Bids were received from Folgers Flag & Decorating, Temple Display, Ltd., McAdam Landscaping, Inc., Landscape Concepts Management, and McFarlane Douglass & Companies. Thereafter, Chapman made a motion, seconded by Avila, to grant permission to the Public Works director, BDC representative and any other interested parties to adjourn to the Conference Room to open, tabulate, and return to the Council Chambers for reading. The motion carried by a voice vote.
11. The Berwyn Development Corporation submitted a TIF application for Over the Rainbow, 6836 Windsor. Anthony Griffin of the BDC reviewed same. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and

approve for payment in an amount up to \$2,000. The motion carried by a unanimous roll call vote.

12. The Berwyn Development Corporation submitted a TIF application for Total Medical Care, 6929 Ogden Avenue. Anthony Griffin of the BDC reviewed same. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve for payment in an amount not to exceed \$30,000. The motion carried by a unanimous roll call vote.
13. Avila made a motion, seconded by Laureto, to suspend the rules and bring forth item I-5. The motion carried by a voice vote. I-5 is a communication from the Director of the Community Relations Commission requesting the appointment of Queenie Costas to the Community Relations Board. Thereafter, Avila made a motion, seconded by Boyajian, to concur and approve the appointment. The motion carried by a voice vote.
14. The Berwyn Development Corporation submitted a TIF request application for Jelly Jam Restaurant, 6300 W. Cermak Road. Thereafter, Anthony Griffin of the BDC reviewed same. Thereafter, Santoy made a motion, seconded by Avila, to concur and approve for payment in an amount not to exceed \$100,000. The motion carried by a unanimous roll call vote.
15. The Berwyn Development Corporation submitted a communication with an attached ordinance entitled:
ORDINANCE AUTHORIZING AN AGREED FINAL JUDGMENT ORDER FOR THE ACQUISITION OF PROPERTY LOCATED AT 7130-7132 W. CERMAK ROAD, BERWYN, ILLINOIS WITHIN THE AMENDED BERWYN THEATER TAX INCREMENT FINANCING DISTRICT
Thereafter, Avila made a motion, seconded by Skryd, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
16. The Berwyn Development Corporation submitted a communication with an attached ordinance entitled:
AN ORDINANCE PROVIDING FOR THE REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS IN CONNECTION WITH THE REDEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS
Thereafter, Skryd made a motion, seconded by Avila, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

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17. The Berwyn Development Corporation submitted a communication requesting City Council consideration of NE Corner of Cermak & Harlem Redevelopment Agreement, Public Notice/Legal Notice for property commonly known as 7124-7150 Cermak Road. Thereafter, Avila made a motion, seconded by Boyajian, to concur and grant permission. The motion carried by a unanimous roll call vote.
18. The Berwyn Development Corporation submitted a Mayoral Proclamation for the 2010 Chamber of Commerce Week from September 13, 2010 through September 17, 2010. Thereafter, Skryd made a motion, seconded by Polashek, to concur and **adopt** the Proclamation as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a voice vote.
19. The Zoning Board of Appeals submitted a Resolution & Ordinance for Carolina Sanchez, d/b/a Let's Play, Inc., 6236 W. Ogden Avenue. Thereafter, Boyajian made a motion, seconded by Chapman, to defer the matter for 2 weeks. The motion carried by a voice vote.
20. Alderman Paul submitted a communication regarding residents request for restricted parking in and around the location of Victory Outreach Church located at 32nd and Clinton along with petitions signed by residents. Thereafter, Paul made a motion, seconded by Boyajian, to refer the matter to the Traffic Engineer to conduct a parking study and to the Legal Department for review. The motion carried by a voice vote.
21. The Parking and Traffic Committee submitted a report from a meeting held on September 10, 2010 regarding Overnight Parking Ban with the recommendation that Public Works Director, Schiller discuss the matter with the Police Department to advise that signage on every block is not required and that this information be conveyed to parking enforcement personnel. Thereafter, Paul made a motion, seconded by Laureto, to refer the matter back to the Parking and Traffic Committee. The motion carried by a voice vote.
22. The Parking and Traffic Committee submitted a report from a meeting held on September 10, 2010 regarding referral item #16 from the August 10, 2010 City Council meeting, regarding Parking on the 3100-3200 block of Oak Park Avenue, with the recommendation that the City Traffic Engineer conduct an inventory of number of residents with vehicles residing on the block through a license plate study and that the matter be continued to the next Parking and Traffic meeting for review and consideration of a Resident Parking Overlay. Thereafter, Paul made a motion, seconded by Skryd, to

concur and refer back to the Parking and Traffic Committee and the Traffic Engineer for continued review. The motion carried by a voice vote.

23. The Parking and Traffic Committee submitted a report from a meeting held on September 10, 2010 regarding the need for a Bio-fuel Taxi cab company, with the recommendation that upon consideration of the issue and the review of any licenses to taxi cabs issued by the city, and upon hearing from residents regarding wait times for cab service, the committee determines that a need exists for a cab company domiciled in the city. Thereafter, Paul made a motion, seconded by Skryd, to concur and refer to the Traffic Engineer and the Licensing Officer for review. The motion carried by a voice vote.
24. A deferred communication from the City Engineer regarding the 2010 MFT Maintenance, Sidewalk and Curb and Gutter repairs, was submitted. Thereafter, Chapman made a motion, seconded by Boyajian, to reject all bids received, go out for rebid, and award at the next City Council meeting on September 28, 2010. The motion carried by a unanimous roll call vote.
25. The Law Department and the Traffic Engineer submitted a communication along with an ordinance entitled:
AN ORDINANCE AMENDING CHAPTER 460.10 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS REGARDING ONE-WAY STREETS DESIGNATIONS
Thereafter, Skryd made a motion, seconded by Chapman, to concur and **adopt** the ordinance as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
26. The Finance Director submitted a communication along with a Resolution entitled:
Resolution of the City of Berwyn, Cook County, Illinois approving a Draw on the Unsecured Revolving Line of Credit with Citizens Bank
Thereafter, Chapman made a motion, seconded by Santoy, to concur and adopt the Resolution as presented and to authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
27. The Public Works Director submitted a communication with the recommendation to place in the 2011 budget the purchase of a new 2011 Elgin Sweeper Pelican NS Dual Gutter Broom Sweeper as offered through the Northwest Municipal Conference. The Mayor recognized Robert Schiller, Public Works Director who reviewed request and took questions from the aldermen and requested to amend the request and purchase from the

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2007 Capital Bond Fund verses leasing. Thereafter, Chapman made a motion, seconded by Skryd, to concur, approve as amended and approve for payment in an amount not to exceed \$170,510. The motion carried by a unanimous roll call vote.

28. The Library Director submitted a request for the replacement of an AV Library Assistant I. Thereafter, Chapman made a motion, seconded by Skryd, to concur, waive the hiring freeze, and approve as submitted. The motion carried by a unanimous roll call vote.
29. The bid tabulation for the Holiday Light Decorations was returned for reading with no amounts reflected, due to the fact that the unit cost must be tallied and reviewed. Therefore, Chapman made a motion, seconded by Boyajian, to defer and refer to the Berwyn Development Corporation and the Public Works Director for review and tally. The motion carried by a voice vote.
30. Skryd made a motion, seconded by Chapman, to bring forward K-1 thru K-3 from the Consent Agenda. The motion carried by a voice vote.
K-1 is the amended payroll report reflecting two payrolls, one for August 18, 2010 in the amount of \$1,044,679.62 and the other for September 1, 2010 in the amount of \$896,913.02. Thereafter, Chapman made a motion, seconded by Boyajian, to concur, approve as amended and to approve for payment. The motion carried by a unanimous roll call vote.
31. Item K-2 are the Payables for September 14, 2010 in the amount of \$2,545,340.67. Thereafter, Chapman requested that checks #8726, #8727, and #8784 to Brancato Landscaping, totaling \$12,541.24 be withheld, and approve the remainder of the payables. The motion carried by a unanimous roll call vote.
32. The Clerk submitted a handicap sign request for Dawn Nepomuck-William, 2447 East Avenue. Thereafter, Skryd made a motion, seconded by Chapman, to defer for 2 weeks for review. The motion carried by a voice vote.
33. Consent Agenda-K-4 through K-12 were submitted
K-4-The Licensing and Collection submitted the business licenses issued
In August, 2010
K-5-The building department submitted the building permits issued in
In August, 2010
K-6-The Cicero Chamber of Commerce & Industry requested permission to
Hold the annual Houby Festival and Parade from October 1st - 3rd

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K-7-The Kiwanis Club, annual Kiwanis Peanut Day on September 23rd 24th & 25th.

K-8-St. Odilo, Oktoberfest, September 12, 2010, approved prior to Council

K-9-St. Leonard's Oktoberfest, October 9, 2010

K-10-Urban Pet Shop-host Mutts & Monsters-October 24, 2010

K-11-Block party-2800 Wenonah-September 18, 2010

K-12-Block party-2200 Grove-September 24, 2010

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

34. Alderman Paul called for a Parking and Traffic Committee meeting on Wednesday, September 22, 2010 at 5:00 p.m.
35. There being no further business to come before the meeting, same was, after a motion by Laureto, seconded by Polashek, to adjourn at the hour of 8:56 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk

COMMITTEE OF THE WHOLE
SEPTEMBER 14, 2010

1. The Committee of the Whole was called to order by Mayor Lovero at 6:05 p.m. Upon the call of the roll, the following responded present: Boyajian, Paul, Polashek, Avila, Laureto. Absent: Chapman, Skryd, Santoy.
2. Avila made a motion, seconded by Boyajian, to excuse Aldermen Chapman, Skryd, and Santoy. The motion carried by a voice vote
3. The Mayor announced that the Public Assistance portion of the FEMA relief for the flooding has been denied to date but perhaps granted and that the city is working to try and insure its reinstatement.
Alderman Skryd present at 6:07 p.m.
4. The Mayor recognized Finance Director, John Wysocki, regarding the presentation for the Line of Credit Draw, item J-5 on the Council agenda. Wysocki explained that this is because of the cash flow and that it is becoming an issue because the state has not remitted the city's share of the state income tax, and is 4 months overdue in payment, and that the city is owed \$1.5 million from the state. After further discussion, the Mayor stated that the Cook County property tax, 2nd installment is not due to go out until December and the 2009 County Property Tax, 2nd installment may not be received by the city until January, 2011, which might further complicate matters.
5. Developer Proposal Presentation for the NE Corner of Harlem and Cermak-
Alderman Chapman present at 6:15 p.m.
The Mayor recognized Anthony Griffin of the Berwyn Development Corporation who introduced Keystone Developer, Tim Hague, who gave a presentation regarding site development, stating that there are four separate buildings or businesses and that they will be slightly set back off the street for a pedestrian walkway. The buildings will each be 5,000 to 6,000 square feet, and will have a generous pedestrian walkway on the street, with a center pedestrian walkway between buildings from the parking lot. The exteriors will have a brick and cut stone facade. There will be over 100 parking spaces available and the developer will try to balance with the tenant mix. The developer went on to discuss future plans to develop the site to the east and how they plan on dealing with traffic flow and the median all the way down to the new Jimmy John's Restaurant. The Alderman asked for a projected schedule. The developer stated that they expect to enter into an agreement with the city by the end of the month

COMMITTEE OF THE WHOLE
SEPTEMBER 14, 2010

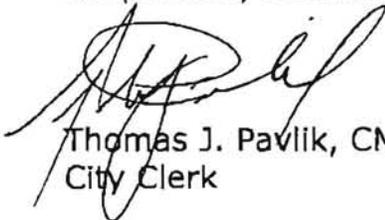
with a closing on the parcels in the Spring of 2011 with an opening In Spring of 2012 or before.

Alderman Santoy present at 6:30 p.m.

The aldermen questioned the goal between retail and services. The developer stated that the ultimate goal is for 100% restaurant use on the first block with this development.

6. The Mayor asked aldermen if there were any questions regarding agenda items-Alderman Skryd questioned item J-1. The Mayor explained that bids will be rejected and a motion is needed to rebid the project. Skryd questioned item J-4 and if there were a list of names of officers involved. The Mayor stated that Chief Ritz will supply same. Discussion regarding item J-6 regarding recommendation for the purchase of 2 Elgin Sweeper Pelican NS. The Mayor explained that the Public Works Director will be available for questions, but that they are leaning toward purchasing from the 2007 Capital Bond Fund verses leasing, with a substantial savings to the city.
7. The Mayor asked for a motion to go into closed session for pending litigation, land acquisition, real estate and review of closed minutes. Thereafter, Skryd made a motion, seconded by Boyajian, to close the Committee of the Whole at 6:37 p.m. The motion carried by a voice vote.
8. Laureto made a motion, seconded by Boyajian, to reopen the Committee at 7:52 p.m. The motion carried by a voice vote.
9. Laureto made a motion, seconded by Skryd, to adjourn the Committee of the Whole at 8:52 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk



D. Bid Openings Tabulations

The City of Berwyn



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

September 28, 2010

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

Re: Permission to Open Bids and Award Contract for Two Municipal Snow Plows

Ladies and Gentlemen:

At the council meeting held on August 24, 2010, council granted permission for me to go out to bid for two municipal snow plows. The bids have been received and I would like permission to open them and award a contract at today's city council meeting.

Respectfully submitted,

Robert Schiller
Public Works Director



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



September 28, 2010

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

Re: 2010 Holiday Decorations

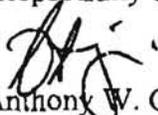
Dear Mayor and Members of the City Council,

After moving through the necessary public bidding process, please see below for the bid tabulations regarding 2010 holiday decorations. Like previous years, the holiday decorations would be installed throughout the City's four (4) TIF districts which are also the main commercial corridors within the City. The funding source for the contract will be from the each TIF district fund which have the necessary funds and is an expected cost within each respective budget.

Bid Tab 2010 Holiday Decoration RFP					
Company	Area I	Area II	Area III	Area IV	Total
Folger Flags	\$1,960	\$6,320	\$5,530	\$8,926	\$22,736
McFarlane Douglass & Companies	\$2,800	\$8,950	\$5,925	\$7,675	\$25,350
Temple Display, ltd	\$2,520	\$8,415	\$6,715	\$8,950	\$26,600
Landscape Concepts Management	\$2,968	\$9,582	\$6,478	\$7,869	\$26,897
McAdam	\$4,600	\$11,100	\$12,300	\$13,600	\$41,600

At the recommendation of the City, the scope of holiday decorations was significantly reduced in order to achieve a savings but still achieve holiday decorations and spirit in the City. The low bid is 38.9% less than last year's low bid.

Respectfully submitted for your consideration.


Anthony W. Griffin
Executive Director

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



E-2

September 28, 2010

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

**Re: TIF application – Peggy Rose Academy of Dance and Acrobatics,
6829 Stanley Ave.**

Dear Mayor and City Council,

Applicant is requesting TIF funds for redevelopment work at her current commercial space. The repair work is due to some weather damage incurred during the recent storms. The TIF scope of work includes, but not limited to ceiling tiles, drywall, electrical, HVAC, paneling, roof, carpentry and awning. To this extent, the applicant is requesting TIF funds for redevelopment work at this location in order to fill in the needed gap. Total project costs are expected to be \$15,042 plus city permits.

The application meets the procedural requirements of the Berwyn TIF application which was reviewed by Berwyn Development Corporation (BDC) staff and then processed for consideration. A revenue forecast shows that the business would produce \$56,660 in total property tax revenue over the next five years.

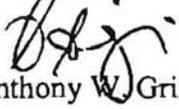
The BDC's Board of Directors and the Ogden/Depot TIF committee have both agreed to recommend approval of the below specified TIF monies regarding Peggy Rose Academy of Dance and Acrobatics' TIF eligible project costs. As condition of approval, Ms. Kwiatek was asked to file an insurance claim to see if any of the work would be covered under her plan. The BDC has received and reviewed the denial letter stating the damage is not eligible under her plan.

Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$8,196.30. As part of our process, BDC staff will validate work performed and eligibility prior to any payments. Furthermore, the BDC will ensure the applicant will not receive any TIF monies prior to obtaining proper City permits.



With the consent of City Council, Peggy Rose Academy of Dance and Acrobatics can commence work on their project and contribute to the revitalization efforts taking place in the Depot District.

Respectfully submitted for you consideration,


Anthony W. Griffin



September 28, 2010

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

**Re: TIF application & Supporting Redevelopment Agreement –
Berwyn Kia, 7050 Ogden Avenue**

Dear Mayor and City Council,

The applicant is requesting TIF funds to purchase and open a new car dealership on Ogden Avenue. The operations would consist of new and used car sales along with a full service shop in order to operate a new car dealership. The TIF scope of work includes, but not limited to, land acquisition, architectural, engineering, landscaping, site work, plumbing, electrical, demolition, interior concrete, masonry, structural steel, carpentry, drywall, insulation, acoustical ceiling, glass and glazing, doors, painting, floors, mechanical, signage and general conditions, which will all lead to a new business opening in Berwyn. The applicant submitted a Tier III TIF application. To this extent, the applicant is requesting TIF funds for redevelopment work at this location in order to fill in the needed gap. Total TIF eligible costs are expected to be \$2,100,000.

The application meets the procedural requirements of the Berwyn TIF application which was reviewed by BDC staff and then processed for consideration. A revenue forecast shows that the business plan would produce \$151,727 in tax revenue through the complete first year of operation; \$1,116,951.50 through the life of the Ogden TIF district; and \$3,752,702.60 through a typical 20-year TIF period. The business will be the single highest producer of sales tax within the entire City in addition to creating new jobs, bringing additional customers to Berwyn, and satisfying a current market need.

Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$560,000. As part of our process, BDC staff will validate work performed and eligibility prior to any payments. Furthermore, the

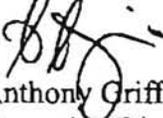


BDC will ensure the applicant will not receive any TIF monies prior to obtaining proper City permits.

The BDC is also recommending the approval of a redevelopment agreement which leads to the construction of this new operation using the Ogden Avenue TIF District as the funding source. TIF assistance will be applied to the purchase of land and eligible TIF costs for the proposed new facility.

With the consent of the City Council, Berwyn Kia can commence work on their project and contribute to the revitalization efforts taking place on Ogden Avenue.

Respectfully submitted for your consideration,


Anthony Griffin
Executive Director

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE AUTHORIZING THE CITY OF BERWYN TO ENTER INTO A CERTAIN AGREEMENT WITH MEYER IMPORTS, INC. TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN 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
Michele Skryd
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 September 29, 2010.

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE CITY OF BERWYN TO ENTER INTO A CERTAIN AGREEMENT WITH MEYER IMPORTS, INC. TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6(a) of the Illinois Constitution (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, Meyer Imports, Inc. (the “Developer”) is the contract purchaser of the real property located at the addresses commonly known as 7050 Ogden Avenue, Berwyn, Illinois (the “Subject Property”); and

WHEREAS, the Subject Property has not been contributing, in a manner comparable to surrounding improved properties, to the City’s real property tax base or generating sales tax revenue for the City; and

WHEREAS, there exists a certain redevelopment agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which the Developer will redevelop the Subject Property; and

WHEREAS, the Developer intends to redevelop the Subject Property by, among other things, acquiring the Subject Property, renovating the structures currently located on the Subject Property and thereafter operating a new automobile sales dealership with related office space and on-site parking at the Subject Property; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the “TIF Act”), the City previously passed an ordinance that allowed the City to use

tax increment financing (“TIF”) for certain costs incurred in relation to redevelopment projects located within certain areas of the City and, after giving all notices and conducting all public hearings required by law, the City passed the necessary legislation to approve and thereafter approved a TIF redevelopment plan (the “Plan”) for certain real property located within the Redevelopment Area (as defined below); and

WHEREAS, in accordance with the Plan, the Subject Property is located in the City’s redevelopment area commonly known as the Ogden Avenue Project Area (the “Redevelopment Area”); and

WHEREAS, pursuant to the abovementioned ordinance, the Plan and the TIF Act, the Developer may be eligible to receive TIF funds for certain redevelopment project costs incurred in connection with the redevelopment of the Subject Property; and

WHEREAS, the Mayor and the City Council (collectively, the “Corporate Authorities”) have determined that the redevelopment of the Subject Property is in the best interests of the City as it will, among other things, aid the City in: (a) eliminating blight factors and characteristics associated with the Redevelopment Area; (b) facilitating the redevelopment of the Redevelopment Area; (c) improving the environment of the City; (d) increasing economic activity within the City; (e) promoting and achieving the goals of the Plan; and (f) producing increased tax revenues for the various taxing districts authorized to levy taxes on the Subject Property; and

WHEREAS, pursuant to Section 11-74.4(c) of the TIF Act, municipalities are authorized to enter into agreements relating to the development of municipal property within a redevelopment project area pursuant to the adoption of an ordinance authorizing the same; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety, morals and welfare of the public and necessary for conducting City business and the effective administration

of government that the City execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

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

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

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

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

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

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

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

The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

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

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

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

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

[Remainder of page intentionally left blank.]

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 28th

day of September 2010, pursuant to a roll call vote, as follows:

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

APPROVED this 28th day of September 2010.

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

EXHIBIT A
AGREEMENT

REDEVELOPMENT AGREEMENT

By and Between

**CITY OF BERWYN,
an Illinois municipal corporation**

and

**MEYER IMPORTS, INC.,
an Illinois corporation**

Dated: _____ 2010

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement and all exhibits and attachments hereto, as any of the same may hereafter be supplemented, amended, restated, severed, consolidated, extended, revised and otherwise modified, from time to time (collectively, this "**Agreement**") is made and effective as of this ____ day of _____, 2010, (the "**Effective Date**") by and between the City of Berwyn, an Illinois municipal corporation, (the "**City**") and Meyer Imports, Inc., an Illinois corporation, (the "**Developer**"). The City and the Developer may, for convenience purposes, be hereinafter referred to as the "**Parties**" or individually as a "**Party**."

R E C I T A L S

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

The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of and eradicate blight, to encourage private development in order to enhance the local tax base, to increase employment and to enter into contractual agreements with third parties for the purpose of achieving the abovementioned goals.

The City specifically has the authority under the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*), as amended, (the "**Act**") to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

The Developer is a corporation in good standing and is authorized to do business in the State of Illinois and has represented that it has the necessary resources, expertise, skill and ability to effectuate the commitments and obligations set forth in this Agreement. The Developer's organizational documents and Certificate of Good Standing are attached hereto and incorporated herein as **Exhibit A**.

The Developer is the contract purchaser of that certain real property located at the address commonly known as 7050 Ogden Avenue, Berwyn, Illinois, 60402 (the "**Property**"), which is legally described in **Exhibit B**, attached hereto and incorporated herein.

The Mayor and the City Council of the City (collectively, the "Corporate Authorities") find that the buildings on the Property no longer comply with current building codes or have remained less than significantly unoccupied or underutilized for a period of at least one (1) year.

The Property has not been contributing, to an extent that is comparable to surrounding improved properties, to the City's real property tax base or generating sales tax revenue for the City.

After acquiring the Property, the Developer desires and intends to redevelop the Property by, among other things, rehabilitating the existing facilities located at the Property and

converting the same into a new automobile sales dealership with related office space and on-site parking (the "**Redevelopment Project**"). The Redevelopment Project shall be in substantial compliance with the site plan (the "**Site Plan**"), attached hereto and incorporated herein as **Exhibit C**, and shall be in substantial compliance with the Project Timeline (as defined below), attached hereto and incorporated herein as **Exhibit D**. The initial amount proposed for the total cost of the Redevelopment Project is approximately two million four hundred fifty-six thousand and one hundred dollars and No/100 U.S. Dollars (\$2,456,100.00) as shown on the preliminary project budget (the "**Project Budget**"), attached hereto and incorporated herein as **Exhibit E**.

The Redevelopment Project also consists of: (1) the Developer acquiring the Property; (2) completing all aspects of developing the Site Plan, an architectural plan and an engineering plan for the Redevelopment Project; (3) taking all steps necessary to build out the Property consistent with the plans developed for the Redevelopment Project; (4) demolishing (in whole or in part) and/or repairing the existing structures located at the Property; and (5) remediating environmental conditions, if necessary and/or required by applicable law, to redevelop the Property in accordance with the Site Plan. The Developer and the City recognize and agree that the scope of the Redevelopment Project, as defined in this Agreement, includes the rehabilitation of the facilities located on the Property.

To stimulate and induce redevelopment pursuant to the Act and to encourage municipal revitalization, after giving all notices and conducting all public hearings required by law, on or about May 25, 1993, as supplemented and amended in 2000 and 2010, the City passed and approved all necessary ordinances to designate a Redevelopment Area (as defined below), establish a redevelopment plan and project for the Redevelopment Area (collectively, the "**Redevelopment Plan**") and adopt tax increment financing ("**TIF**") for the Redevelopment Area (collectively, the "**TIF Ordinances**").

The TIF Ordinances, among other things, established a redevelopment area in accordance with the Act for the area of the City generally bounded by Harlem Avenue on the west, Lombard Avenue on the east, the alleys north of parcels fronting on the north side of Ogden Avenue on the north and the alleys south of parcels fronting on the south side of Ogden Avenue on the south (the "**Redevelopment Area**") wherein the Property lies.

The City has determined that the Redevelopment Area has not generally been subject to growth and the redevelopment of the Property through investment by private enterprise, such as the Redevelopment Project proposed herein, would most likely not occur without the City offering financial incentives to the Developer, as set forth herein.

By utilizing TIF from the Redevelopment Project Area and the Project Incremental Taxes (as defined below) in accordance with the Act, the City, subject to the terms and provisions of this Agreement, agrees to reimburse the Developer for certain eligible costs related to the acquisition of the Property and/or the Redevelopment Project ("**Redevelopment Project Costs**") as defined in Section 11-74.4-3(q) of the Act, and deemed reimbursable under the Redevelopment Plan. Redevelopment Project Costs may include, without limitation, costs incurred related to: land acquisition, site preparation, professional service costs and demolition (as applicable), all of which will serve a public purpose and are necessary to foster development

within the Redevelopment Area and will assist in encouraging, inducing and stimulating the redevelopment of the Property.

Pursuant to Section 8-11-20 of the Illinois Municipal Code (65 ILCS 5/8-11-20), the corporate authorities of a municipality may enter into an economic incentive agreement relating to the development or redevelopment of land within the corporate limits of the municipality.

The Corporate Authorities find that: (1) the Redevelopment Project will help improve the social and economic welfare of the City; (2) the Redevelopment Project will enhance the tax base of the City, which will benefit the City and its residents; (3) the powers exercised under this Agreement are in furtherance of the public interest; (4) the Redevelopment Project is expected to create or retain job opportunities within the City; (5) the Redevelopment Project will serve to further the development of adjacent areas; (6) without this Agreement, the Redevelopment Project would not be possible; (7) the Redevelopment Project will strengthen the commercial sector of the City; (8) the Developer meets high standards of creditworthiness and financial strength as demonstrated by one or more of the following: (a) corporate debenture ratings of BBB or higher by Standard & Poor's Corporation or Baa or higher by Moody's Investors Service, Inc.; (b) a letter from a financial institution with assets of Ten Million and No/100 U.S. Dollars (\$10,000,000.00) or more attesting to the financial strength of the Developer; or (c) specific evidence of equity financing for not less than ten percent (10%) of the total costs of the Redevelopment Project; and (9) this Agreement is made in the best interests of the City and its residents.

The Developer has determined that it is not economically feasible for the Developer to undertake the Redevelopment Project without a commitment by the City to provide the Developer with certain financial assistance to reimburse the Developer for certain Redevelopment Project Costs, which the City has agreed to provide in accordance with certain terms and conditions contained herein.

The City has specifically investigated the economic benefits to the City if the Redevelopment Project is approved and, after due investigation and consideration, the City has determined that the financial projections with respect to the revenues, income and cash flow to be generated by the Property, if developed in accordance with the Redevelopment Project as set forth herein, demonstrate a benefit to the City and its residents that justify the reimbursement of certain Redevelopment Project Costs in accordance with the provisions of this Agreement.

The City, after due and careful consideration of the Developer's proposed Redevelopment Project, has concluded that the Redevelopment Project will aid the City in: (1) eliminating the blight factors and characteristics associated with the Redevelopment Area; (2) facilitating the redevelopment of the Redevelopment Area; (3) improving the environment of the City; (4) increasing economic activity within the City; (5) promoting and achieving the goals of the TIF Ordinances; and (6) producing increased tax revenues for the various taxing districts authorized to levy taxes on the Property.

Based on the foregoing, the City has determined and does determine that the Redevelopment Project is in the best interests of the City as it furthers the health, safety and welfare of the City's residents and taxpayers.

The Developer understands and acknowledges: (1) its obligation to pay the *ad valorem* real estate taxes so levied by the various taxing districts authorized to levy taxes on the Property; (2) that the Developer's failure to meet its legal obligations and pay such *ad valorem* real estate taxes will result in a lack of property tax increment needed to pay the Developer's incentives as proposed herein; and (3) its obligation to open and operate the new automobile sales dealership on the Property in accordance with the terms of this Agreement.

The Parties desire to enter into this Agreement to set forth the rights, duties and obligations of and between the Parties regarding the undertaking and implementation of the Redevelopment Project and desire to establish certain conditions regarding the City's approval of the Redevelopment Project and the City's reimbursement of certain Redevelopment Project Costs from the Redevelopment Project Area, Project Incremental Taxes and/or Municipal Sales Taxes (as defined below) received by the City that are generated by the redevelopment of the Property in accordance with the terms of this Agreement.

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

**SECTION I
APPLICABLE LAW AND INCORPORATION OF RECITALS**

A. Law. This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Illinois, without giving effect to its principles of conflicts of law or choice of law. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County. This Agreement is made pursuant to and in accordance with the provisions of the Constitution of the State of Illinois, the Act, Section 8-11-20 of the Illinois Municipal Code, other applicable provisions of the Illinois Compiled Statutes and the Codified Ordinances of Berwyn, Illinois (the "**City Code**").

B. Recitals. The representations, covenants and recitations set forth in the preceding paragraphs titled "**Recitals**" evidence the intent of the Parties, are material to this Agreement and are hereby made a part of this Agreement as substantive representations and covenants as though fully set forth herein.

**SECTION II
CITY ASSISTANCE**

A. City Funds. The Parties acknowledge that the redevelopment of the Property and the Redevelopment Project will be effectuated in part by the City reimbursing the Developer for certain eligible Redevelopment Project Costs (including, but not limited to, land acquisition

costs), as set forth in the Act or other applicable laws and in accordance with the terms of this Agreement. The Parties acknowledge that the Developer will incur costs in excess of Three Hundred Eighty-Five Thousand and No/100 U.S. Dollars (\$385,000.00) in connection with acquiring the Property. After the Developer satisfies the Developer's Conditions Precedent to Payment (as defined herein), and as limited by legislative acts of the City regarding the issuance of any outstanding or contemplated bonds (the "**Bonds**"), the City agrees to reimburse the Developer no more than Five Hundred Sixty Thousand and No/100 U.S. Dollars (\$560,000.00) for certain costs in accordance with the terms of this Agreement (the "**Developer's Share**"). The Developer's Share shall consist of the Closing Payment (as defined herein), the TIF Reimbursement Payment (as defined herein) and the Additional Reimbursement Payment (as defined herein) and in no event shall the Developer's Share be greater than the amount of the Redevelopment Project Costs that have been incurred by the Developer. In the event that the City determines that the Developer has satisfied the Developer's Conditions Precedent to Payment and there are adequate funds in the relevant accounts (after accounting for the Primary Payments (as defined herein)), the City shall pay the Developer's Share as follows:

1. The Closing Payment. Provided that the Developer satisfies the Developer's Conditions Precedent to the Closing Payment (as defined herein), at the closing of the purchase of the Property (the "**Closing**"), the City shall provide the Developer or the Developer's lender (the "**Lender**") with the sum of Two Hundred Twenty-Five Thousand and No/100 U.S. Dollars (\$225,000.00) (the "**Closing Payment**"). The Closing Payment will assist the Developer with its acquisition costs, which costs are deemed eligible Redevelopment Project Costs under the Act and the Redevelopment Plan. The Closing Payment shall be payable solely from the *ad valorem* real estate taxes that are attributable to the incremental real estate taxes levied on real property located in the Redevelopment Area and that, pursuant to the TIF Ordinances and Section 5/11-74.4-8 of the Act, are collected by Cook County and made available to the Treasurer of the City for deposit into a segregated City account established solely for the retention of increment generated on the property index numbers ("**PINs**") applicable for the property located in the Redevelopment Area (if so elected by the City).

2. The TIF Reimbursement Payment. After the Developer satisfies the Developer's Conditions Precedent to the TIF Payment (as defined herein), the City also agrees to reserve and pledge a certain amount of *ad valorem* real estate taxes generated by the Redevelopment Project to the Developer to partially reimburse the Developer for Redevelopment Project Costs in an amount not to exceed One Hundred Seventy-Five Thousand and No/100 U.S. Dollars (\$175,000.00) (the "**TIF Reimbursement Payment**"). The TIF Reimbursement Payment shall be payable solely from the *ad valorem* real estate taxes that are attributable to the incremental real estate taxes levied on the Property and that, pursuant to the TIF Ordinances and Section 5/11-74.4-8 of the Act, are collected by Cook County and made available to the Treasurer of the City for deposit into a segregated City account established solely for the retention of increment generated on the PINs applicable for the Property (if so elected by the City) (the "**Project Incremental Taxes**").

The City Treasurer shall utilize Cook County's tax increment distributions to the City and the annual tax bills for the Property to determine the *ad valorem* incremental property taxes generated by the Redevelopment Project and the amount of the deposits to be made to a segregated City account established solely for the retention of increment generated on the PINs applicable for the Property (if so elected by the City). In the following order, the Project Incremental Taxes shall be distributed to: (1) fund the Primary Payments; and (2) pay the TIF Reimbursement Payment. "**Primary Payments**" shall mean the following payments, which shall be made in the following order: (a) that certain and specific amount of the incremental taxes, which includes the Project Incremental Taxes, used to pay holders of the Bonds (be they issued or contemplated) as required by the Bonds, the corresponding bond determinations and the ordinances authorizing the Bonds (collectively, the "**Bond Payments**"), as applicable; (b) the estimated amount needed to pay the fees and expenses of the bond trustee during the then current bond year, if applicable; (c) the estimated amount needed to provide for the payment of any amounts that may become due to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986 with respect to the Bonds in the current or next ensuing bond year, if applicable; (d) payments to be paid into any reserve or sinking bond fund; (e) payments to redeem made pursuant to the optional provisions of the ordinances authorizing the Bonds and any ordinances amending and supplementing the same. Notwithstanding any other term, covenant or condition contained in this Agreement, all other allocations, pledges or payments stemming or derived from the Project Incremental Taxes are subordinated to the City's obligation to make the Primary Payments, which include the Bond Payments and any payments required by the Act, prior legislative acts of the City and/or required by a court or administrative agency of competent jurisdiction.

3. The Additional Reimbursement Payment. After the Developer satisfies the Developer's Conditions Precedent to the Additional Reimbursement Payment, the City also agrees to reimburse the Developer for Redevelopment Project Costs in an amount not to exceed One Hundred Sixty Thousand and No/100 U.S. Dollars (\$160,000.00) (the "**Additional Reimbursement Payment**"). The Additional Reimbursement Payment shall be paid in two (2) equal installments of Eighty Thousand and No/100 U.S. Dollars (\$80,000.00). Provided the Developer's Conditions Precedent to the Additional Reimbursement Payment are satisfied, the first Eighty Thousand and No/100 U.S. Dollar (\$80,000.00) installment shall be paid to the Developer on or before June 1, 2012 and the second Eighty Thousand and No/100 U.S. Dollar (\$80,000.00) installment shall be paid to the Developer on or before June 1, 2013. The Additional Reimbursement Payment may, at the City's election, be paid from Project Incremental Taxes, Municipal Sales Taxes or a combination of both.

B. The Developer's Conditions Precedent to Payment. The City shall only be obligated to pay the Closing Payment after the Developer's full satisfaction of the following unequivocal conditions precedent: (1) a determination by the City, in its sole and absolute discretion, that the Developer is still a valid corporation, operating in "good standing" in the State of Illinois; (2) evidence certifying that the Developer has sufficient funds to purchase the Property, exclusive of the Closing Payment; (3) delivery by the Developer and receipt by the

City of a standard form fully executed real estate contract, a standard form fully executed HUD-1 closing statement, wiring instructions for the payment of funds to the Lender or the Developer for the Developer's purchase of the Property and such other documentation evidencing the Closing as deemed necessary by the City; (4) evidence that the Developer expended at least Three Hundred Eighty-Five Thousand and No/100 U.S. Dollars (\$385,000.00) on land acquisition costs; (5) a determination by the City, in its sole and absolute discretion, that the Developer is not in violation of any obligation or covenant of this Agreement; and (6) the City having satisfied all outstanding incentive payments impacting the Redevelopment Area (collectively, the "**Developer's Conditions Precedent to the Closing Payment**").

The City shall only be obligated to pay the TIF Reimbursement Payment after the Developer's full satisfaction of the following unequivocal conditions precedent: (1) a determination by the City, in its sole and absolute discretion, that the Developer is still a valid corporation, operating in "good standing" in the State of Illinois; (2) a determination by the City, in its sole and absolute discretion, that the Developer is Continuously Operating (as defined herein) the new automobile sales dealership on the Property; (3) a determination by the City, in its sole and absolute discretion, that the Developer is not in violation of any obligation or covenant of this Agreement; (4) the Developer receiving a Certificate of Expenditure (as defined herein) evidencing that the Developer has expended at least the TIF Reimbursement Payment amount in eligible Redevelopment Project Costs; (5) delivery by the Developer and receipt, review and approval by the City of documentation evidencing the Developer's good faith effort to complete the Redevelopment Project and/or operation of the new automobile sales dealership on the Property and evidence showing that the Developer is continuing to make the required mortgage payments for the Property, as applicable (which evidence may include, without limitation, copies of cancelled checks, paid invoices and evidence of wire transfers); and (6) the City having satisfied all outstanding incentive payments impacting the Redevelopment Area (collectively, the "**Developer's Conditions Precedent to the TIF Payment**").

The City shall only be obligated to pay the Additional Reimbursement Payment after the Developer's full satisfaction of the following unequivocal conditions precedent: (1) a determination by the City, in its sole and absolute discretion, that the Developer is still a valid corporation, operating in "good standing" in the State of Illinois; (2) a determination by the City, in its sole and absolute discretion, that the Developer is Continuously Operating the new automobile sales dealership on the Property; (3) a determination by the City, in its sole and absolute discretion, that the Developer is not in violation of any obligation or covenant of this Agreement; (4) the Developer receiving a Certificate of Expenditure evidencing that the Developer has expended at least the Additional Reimbursement Payment amount in eligible Redevelopment Project Costs and/or the City's actual receipt of Municipal Sales Taxes, as applicable; (5) delivery by the Developer and receipt, review and approval by the City of documentation evidencing the Developer's continuing completion of the Redevelopment Project and/or operation of the new automobile sales dealership on the Property and evidence showing that the Developer is continuing to make the required mortgage payments for the Property, as applicable (which evidence may include, without limitation, copies of cancelled checks, paid invoices and evidence of wire transfers); and (6) the City having satisfied all outstanding incentive payments impacting the Redevelopment Area (collectively, the "**Developer's Conditions Precedent to the Additional Reimbursement Payment**") and with the Developer's

Conditions Precedent to the Closing Payment and the Developer's Conditions Precedent to the TIF Payment, the "**Developer's Conditions Precedent to Payment**"). For purposes of this Agreement, "**Continuously Operating**" shall mean that the new automobile sales dealership shall be operating in accordance with all applicable laws, statues, ordinances, orders, rules and regulations (which shall include the obligations of the Developer to obtain a certificate of occupancy and all required licenses and permits, including a valid business license) as a new automobile sales dealership using its best efforts to market the sale of vehicles and shall be and remain open for business during such times as are customary of similar car dealerships in the area.

C. Request for TIF Reimbursement. Upon the Developer's request and after the Developer satisfies the requirements set forth in this Section II, the City shall issue certificates to the Developer that acknowledge that the Developer has expended and is entitled to be reimbursed for certain Redevelopment Project Costs ("**Certificate of Expenditure**"). The Developer may expend (or in certain cases, may have already expended) all funds and all costs necessary to: (a) carry out the Redevelopment Project; and (b) undertake other matters and expend costs (eligible for reimbursement as Redevelopment Project Costs) in connection with the Developer's use and occupancy of the Property. To establish its right to receive a Certificate of Expenditure (which entitles the Developer to be reimbursed for Redevelopment Project Costs), the Developer shall submit to a person, consultant or department designated by the City such documentation as may be reasonably requested by the City (which may include, without limitation, copies of architects' certificates, real estate acquisition settlement statements, contractor affidavits, engineering certificates, lien waivers, cancelled checks, paid invoices and evidence of wires) verifying: (a) the costs that the Developer has incurred in connection with the Redevelopment Project so as to permit the Parties to establish the total Redevelopment Project Costs related to the Redevelopment Project; and (b) the Redevelopment Project Costs for which the Developer is seeking reimbursement from the City.

The City shall have thirty (30) calendar days after receipt of such information to deny or approve (whether in part or in full), in its sole and absolute discretion, the Developer's request to issue a Certificate of Expenditure. The City may further reserve the right to have the City Engineer or other employee(s), independent contractor(s) and/or agent(s) inspect and approve all such work to ensure compliance with the City Code and the terms of this Agreement, to confirm that each item submitted for reimbursement is eligible for reimbursement under the Act and to make any and all additional inspections to verify that payment has been made by the Developer. If a request is denied, the City shall provide the Developer with a written and detailed explanation as to why the City will not or can not recommend the issuance of a Certificate of Expenditure. In the event that the Developer fails to thereafter: (i) deliver to the City sufficient documentation to support the issuance of the requested Certificate of Expenditure; (ii) remedy the objected to conditions as set forth in the aforementioned denial from the City; or (iii) identify and/or substitute other costs for which the Developer is requesting reimbursement, the City shall have no obligation to issue a Certificate of Expenditure to the Developer for the denied costs. If the Developer does: (a) deliver to the City sufficient documentation to support the issuance of the requested Certificate of Expenditure; (b) remedy the objected to conditions as set forth in the aforementioned denial from the City; or (c) identify and/or substitute other costs for which the Developer is requesting reimbursement, the City shall process the resubmission in the same

manner as provided in this Section II. In the event that the City denies the resubmission thereof, the Developer may appeal to the Corporate Authorities or to any court of law or equity. If a request to issue a Certificate of Expenditure is denied and the Developer appeals the City's decision to a court of law and receives more than One and No/100 U.S. Dollar (\$1.00), the City shall pay the Developer for all costs incurred in connection with said lawsuit, including attorneys' fees, paralegal fees, witness fees and court costs, and the City shall also pay the Developer interest on the judgment in accordance with Illinois State law.

The City, except as specifically set forth in this Agreement, shall endeavor not to deny the issuance of a Certificate of Expenditure. If a request or resubmission is approved, the City shall issue a Certificate of Expenditure to the Developer within thirty (30) calendar days. After receiving a Certificate of Expenditure, the Developer shall provide the same to a person designated by the City for reimbursement. When sufficient Project Incremental Taxes are available to reimburse the Developer, the City shall reimburse the Developer (within thirty (30) calendar days of its receipt of a Certificate of Expenditure) the total amount evidenced in the Certificate of Expenditure. When insufficient Project Incremental Taxes are available to reimburse the Developer the total amount set forth in a Certificate of Expenditure, the City shall partially reimburse the Developer (within thirty (30) calendar days of receipt of a Certificate of Expenditure) in an amount equal to the amount of Project Incremental Taxes that are available. When no Project Incremental Taxes or insufficient Project Incremental Taxes are available to reimburse the Developer the full amount contained in a Certificate of Expenditure, the City shall inform the Developer of the same and shall reimburse the Developer as funds become available, until such time when the City has completely reimbursed the Developer for the amount set forth in all Certificates of Expenditure presented to the City and until the Developer has been reimbursed the TIF Reimbursement Payment and the Additional Reimbursement Payment, if applicable.

Notwithstanding the foregoing, in the event the Developer is in violation of any local, state or federal law or is otherwise in breach of this Agreement at the time the Developer requests a Certificate of Expenditure from the City, the City shall be under no obligation to tender the Certificate of Expenditure until the aforementioned defect is remedied.

D. Request for Municipal Sales Taxes. In consideration of the Developer redeveloping the Property and constructing a new automobile sales dealership thereon in substantial compliance with the Site Plan, the City may elect to pay some or all of the Additional Reimbursement Payment to the Developer from any or all of the Municipal Sales Taxes the City receives as a result of the Redevelopment Project. "**Municipal Sales Taxes**" means all Sales Taxes (as defined below) that the City actually receives from the State of Illinois generated by any and all portions of the Property between the date on which the new automobile sales dealership opens for business and June 1, 2013, including any interest earned on Sales Taxes while held by the Illinois Department of Revenue or any successor agency of the State of Illinois (the "**Department**"), to the extent actually received by the City. "**Sales Taxes**" means any and all sales, service and use taxes imposed and collected by the State of Illinois and remitted to the City, which may include, without limitation, the local distributive share of the retailers' occupation tax (35 ILCS 120/1, *et seq.*), the City's home rule municipal retailers' occupation tax (65 ILCS 5/8-11-1), taxes imposed pursuant to the Service Use Tax Act (35 ILCS 110/1, *et seq.*),

the Service Occupation Tax Act and/or the Home Rule Municipal Service Occupation Tax Act (35 ILCS 115/1, *et seq.*; 65 ILCS 5/8-11-5), the Use Tax Act and/or the Home Rule Municipal Use Tax Act (35 ILCS 105/1, *et seq.*; 65 ILCS 5/8-11-6) and any other tax that is a substitute for a portion or all of the foregoing. The City may take reasonable steps to obtain all pertinent information regarding the Municipal Sales Taxes (including, without limitation, the amount of Sales Taxes collected from the new automobile sales and any other business operating on the Property) directly from the Department.

To the extent permitted by law, the City will endeavor to maintain the confidentiality of the information contained in the reports filed with the Department, but shall be permitted to disclose such information to such City employees, representatives and consultants as the City, in its reasonable discretion, deems appropriate in order to monitor compliance and audit this Agreement. The City shall also disclose such information to the extent required by the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*) or similar statute if, after diligent inquiry, the City's attorney determines that request is not exempt.

The Developer agrees that it shall prepare and execute a Department Authorization to Release Sales Tax Information to Local Governments (in a form substantially similar to **Exhibit F**, attached hereto and incorporated herein) and deliver the same to the City and the Department to authorize the Department to directly report information on Municipal Sales Taxes to the City. If requested by the Department, the Developer shall use commercially reasonable efforts to cause each tenant on the Property to file a separate form with the Department in order to separately identify the Sales Taxes that result from retail sales on the Property. The Developer shall provide the City with copies of any and all Sales Tax returns, Sales Tax reports, amendments concerning Sales Tax, proof of payment or any other Sales Tax information filed with the Department, to the extent the same are within the control of the Developer. The Developer also agrees, upon the request of the City, to furnish such consents or waivers as may be required by the Department to provide the City with Sales Tax information concerning the Property. The Developer shall have the final responsibility for obtaining all Municipal Sales Tax information.

In addition to the Developer's Conditions Precedent to the Additional Reimbursement Payment, the actual receipt by the City of Sales Taxes, either directly or indirectly through the Department, from the Property shall be a condition precedent to any obligation of the City to pay the Additional Reimbursement Payment to the Developer and, as such, no debt for the Additional Reimbursement Payment shall exist unless the City has first received, either directly or indirectly, Sales Tax revenues from the Property. All Gross Receipts, as the term is defined in the Retailers' Occupation Tax Act (35 ILCS 120/1, *et seq.*), generated by the Developer or any other business on the Property shall be deemed to be, and reported as, originating in the City for the purpose of Municipal Sales Taxes.

E. General Payment Considerations. The Parties hereby agree that the aforesaid financial assistance pledged to the Developer by the City shall be in a maximum amount of Five Hundred Sixty Thousand and No/100 U.S. Dollars (\$560,000.00) and in no event shall the total amount of the Developer's Share exceed the actual amount of Redevelopment Project Costs incurred by the Developer in acquiring the Property and constructing the Redevelopment Project. It is understood and agreed that the Developer's Share is subordinate to the obligations set forth

in any ordinances authorizing the Bonds and the Primary Payments. It is further understood that the incentives to be paid to the Developer are not general obligations of the City. It is further agreed and understood by the Parties that the incentives to be paid to the Developer shall only be drawn from funds paid into a segregated City account established solely for the retention of increment generated on the PINs applicable for property located in the Redevelopment Area (if so elected by the City), increment generated on the PINs applicable for this Property (if so elected by the City) as Project Incremental Taxes and/or from Municipal Sales Taxes, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the City shall only be obligated to pay the incentives to the Developer to the extent such sums are available after the Primary Payments are made, only in such amount that such sums are readily available for payment to the Developer and, if applicable, subsequent to the City's receipt of a written authorization by the City's bond trustee that debt service and debt service coverage have been met so as to allow the City to make the Bond Payments. Notwithstanding anything to the contrary contained in this Agreement, the City shall be under no obligation to make any payments to the Developer in the event that the Developer is in material breach of or default under this Agreement.

F. Redevelopment Project Costs. In order to further the redevelopment of the Property, the City hereby authorizes the Developer to incur, or cause to be incurred, those Redevelopment Project Costs for which reimbursement is permitted under the terms of Section 11-74.4-3(q) of the Act including, but not limited to, those Redevelopment Project Costs set forth in the Project Budget. The Developer may reallocate dollar amounts between and among line items in the Project Budget as may be desirable or necessary to complete the Redevelopment Project, provided appropriate supporting documentation is supplied to the City and the City consents, in the City's reasonable discretion, to the proposed modification in writing. The Parties agree that a substantial amount of the Redevelopment Project Costs will be comprised of Property acquisition costs.

G. Project Area TIF Fund. The City may elect to, but has no obligation to, establish a segregated fund as a sub-account within the special tax allocation fund established for the Redevelopment Area that is limited solely to those PINs that comprise the Property into which all Project Incremental Taxes shall be deposited. Each year, after the Primary Payments and all additional payments to be made hereunder have been made the monies remaining in this account shall be used to reimburse the Developer for eligible Redevelopment Project Costs, in accordance with the terms set forth herein.

H. Limitations Regarding the Reimbursement of Redevelopment Project Costs. The City's reimbursement obligations to the Developer under this Section II are limited as otherwise set forth in this Agreement and as follows:

1. Redevelopment Project Costs shall be limited to such costs that the Developer incurs in connection with or as a result of the Redevelopment Project and as set forth under the Act and the Redevelopment Plan; and

2. The reimbursement of such Redevelopment Project Costs to the Developer shall be subject to and limited by the provisions of the Act, the Redevelopment Plan,

other operations of law and this Agreement.

THE CLOSING PAYMENT SHALL BE PAYABLE SOLELY FROM THE AD VALOREM REAL ESTATE TAXES THAT ARE ATTRIBUTABLE TO THE INCREMENTAL REAL ESTATE TAXES LEVIED ON REAL PROPERTY LOCATED IN THE REDEVELOPMENT AREA IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. THE TIF REIMBURSEMENT PAYMENT AND THE ADDITIONAL REIMBURSEMENT PAYMENT SHALL BE PAYABLE SOLELY FROM THE PROJECT INCREMENTAL TAXES AND/OR FROM MUNICIPAL SALES TAXES, AS APPLICABLE. THE CITY SHALL NOT BE OBLIGATED TO MAKE ANY PAYMENTS FROM ANY OTHER SOURCES, THE INCENTIVES TO BE PAID HEREUNDER SHALL NOT BE DEEMED A GENERAL OBLIGATION OF THE CITY AND NO PAYMENT SHALL BE MADE AS PAYMENT PRIOR TO THE FULL SATISFACTION OF THE PRIMARY PAYMENTS. THE INCENTIVES TO BE PAID TO THE DEVELOPER SHALL NOT EXCEED FIVE HUNDRED SIXTY THOUSAND AND NO/100 U.S. DOLLARS (\$560,000.00).

I. Termination. The obligations of the City under this Agreement shall immediately terminate upon the happening of any of the following: (1) the cessation of business activities by the Developer of a new automobile sales dealership at the Property for a period of twenty (20) business days; (2) the closing of the new automobile sales dealership for any reason; (3) the execution of an assignment for the benefit of creditors, or the filing of any proceeding under the United States Bankruptcy Act; or (5) the institution of any legal proceeding by the Developer against the City regarding the terms or conditions of this Agreement.

J. Sale or Assignment. If Developer sells or assigns a majority ownership to another party then Developer shall be liable and guaranty the continuous operation as a new car dealer through the full term of the agreement or otherwise be liable for and reimburse the City as detailed in section K of this agreement.

K. Reimbursement for Early Termination. In exchange for the incentives given to the Developer under this Agreement, the Developer agrees that it will operate its new automobile sales dealership at the Property continuously for a minimum period of ten (10) years from the Effective Date of this Agreement. Should the Developer cease operations or substantially reduce its operations of the new automobile sales dealership on the Property prior to the expiration of the ten (10) year minimum period of operations, the Developer shall repay to the City, within ninety (90) calendar days of the closing or substantial reduction of the operations of the new automobile sales dealership on the Property, the payments made to the Developer under the terms and conditions of this Agreement as follows: (1) if the Developer closes or substantially reduces the operations of the new automobile sales dealership on the Property during years one (1) through three (3) (to wit: February 2011 through February 2014), one hundred percent (100%) of all payments made by the City to the Developer; (2) if the Developer closes or substantially reduces the operations of the new automobile sales dealership on the Property during years four (4) through seven (7) (to wit: March 2014 through February 2018), fifty

percent (50%) of all payments made by the City to the Developer; (3) if the Developer closes or substantially reduces the operations of the new automobile sales dealership on the Property during years eight (8) through nine (9) (to wit: March 2018 through February 2020), twenty-five percent (25%) of all payments made by the City to the Developer; and (4) if the Developer closes or substantially reduces the operations of the new automobile sales dealership on the Property during years ten (10) and thereafter (to wit: March 2021 and thereafter), zero percent (0%) of all payments made by the City to the Developer. In the event that the Developer must make any payments to the City under the terms of this Agreement, such payments shall be subject to interest at an annual rate of five percent (5%) if such payments are not made within ninety (90) calendar days of the closing or substantial reduction of the operations of the new automobile sales dealership on the Property.

SECTION III REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform the obligations of the City hereunder, the Developer hereby represents and warrants to the City, as of the date of this Agreement, as follows:

1. The Developer is a duly organized and existing corporation and is in good standing under the laws of the State of Illinois. The Developer is qualified to do business in the State of Illinois, authorized to conduct its business as it is presently being conducted, is not in violation of any provision of its organizational or operating agreements and has the power and authority to enter into this Agreement. The Developer will deliver copies of all authorizing documents (to wit: minutes or corporate resolutions) passed or otherwise approved as required by the Developer to authorize the Developer to enter into this Agreement to the City prior to the City paying the Closing Payment or any other incentives to the Developer;

2. Other than previously disclosed to the City, the execution, delivery and performance by the Developer of this Agreement does not constitute and will not, upon giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which the Developer is a party or may be bound;

3. The person(s) executing this Agreement on behalf of the Developer has the authority to bind the Developer and has been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and perform the terms and obligations contained herein;

4. This Agreement has been duly and properly executed by the Developer and it constitutes the valid and legally binding obligations of the Developer enforceable against the Developer in accordance with its terms, except to such extent that enforceability may be limited by any bankruptcy or insolvency laws affecting the enforcement of creditors' rights and by the exercise of judicial discretion in accordance with general equitable principles;

5. The Redevelopment Project requires economic assistance from the City in order to complete the same substantially in accordance with the Project Budget and, but for the economic assistance to be given by the City, the Redevelopment Project as contemplated would not be economically viable;

6. The Redevelopment Project shall be constructed and fully completed at a cost no less than the cost estimates set forth in the Project Budget and the Developer shall not make any material cost reduction without the prior written approval of the City;

7. To the best of the Developer's knowledge, the Developer is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which could materially and adversely affect the ability of the Developer to perform its obligations under this Agreement or otherwise conduct its activities, and to the extent lawfully obtainable as of the date hereof, the Developer has obtained all licenses, permits, franchises, certifications and other governmental authorizations necessary to carry out the Redevelopment Project which, if not obtained, could materially and adversely affect the ability of the Developer to perform its obligations under this Agreement or otherwise carry out or complete the Redevelopment Project. Furthermore, the Developer shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations of the City, the County of Cook, the State of Illinois and the United States of America and all agencies and subdivisions thereof and shall cause its contractors, subcontractors, agents and assigns to do the same;

8. The Developer will obtain, or will cause to be obtained, as and when necessary, all licenses, permits, franchises, certifications and approvals that are or will be required under applicable laws and regulations by any governmental body or officer so that the Developer can carry out the Redevelopment Project and complete its obligations under this Agreement. To the best of the Developer's knowledge, no consent, approval or authorization of or filing, registration or qualification with any governmental authority that has not been obtained is required on the part of the Developer as a condition to the execution and delivery of this Agreement;

9. There are no proceedings pending or, to the knowledge of the Developer or any of its members, threatened against or affecting the Developer in any court or before any governmental authority, arbitration board or tribunal that, if adversely determined, would materially and adversely affect the ability of the Developer to perform its obligations hereunder;

10. No event has occurred and no condition exists that upon execution of this Agreement would constitute a default, an Event of Default (as defined herein) or a Qualified Event of Default (as defined herein). The Developer is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation could materially and adversely affect the financial or legal condition of the Developer or the ability of the Developer to perform its obligations under this Agreement;

11. The financial information and other written data submitted by the Developer or to be submitted by the Developer to the City are true and correct in all material respects as of the dates of such statements and data. There have been no material adverse changes in the business, operations, ownership or condition (whether financial or legal) of the Developer as disclosed in such statements and data, and the Developer has no knowledge of any liabilities, contingent or other, of the Developer that might have a material adverse effect upon its ability to perform its obligations under this Agreement, except as disclosed in writing to the City. The Developer has good, sufficient and legal title to all properties and assets disposed of in the ordinary course of business since the date of such statements and data. In the reasonable opinion of the Developer, the Developer has the financial wherewithal to perform its obligation under this Agreement;

12. Any financial projections provided to the City in writing by the Developer are the same in all material respects as the financial projections provided by the Developer to any and all providers of the private financing;

13. The Developer reasonably expects that after the execution of this Agreement, the implementation of the Redevelopment Project will proceed with due diligence to completion;

14. The Developer is not barred from entering into this Agreement as a result of violations of either 5/33E-3 or 5/33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3; 5/33E-4), the Developer has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2-105(A)(4), the Developer is in compliance with the Drug Free Workplace Act (30 ILCS 580/1, *et seq.*) and the Developer will comply with the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*); and

15. The Developer has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or part of its assets, suffered the attachment or other judicial seizure of all or part of its assets, admitted its inability to pay debts as they come due or made an offer of settlement, extension or composition to its creditors generally, and the Developer is not anticipating the occurrence of any of the abovementioned acts.

B. Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform the obligations of the Developer hereunder, the City hereby represents and warrants to the Developer, as of the date of this Agreement, as follows:

1. The City has the authority as a home rule municipality located in Illinois to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement contains valid and binding obligations of the City, enforceable against the City in accordance with their respective terms and in accordance with the terms of this Agreement; and

2. The execution, delivery and performance by the City of this Agreement

does not constitute and will not, upon giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which the City is a party or may be bound.

C. Additional Representations and Acknowledgments. The Parties reciprocally and mutually warrant and represent to the other that the City will not exercise any decision-making control over any aspect of environmental compliance or environmental remediation of the Property outside of the normal exercise of the City's police powers and relies on the Developer to cause the environmental remediation of the Property to allow for the commencement and operation of the redevelopment of the Property as contemplated herein. The Parties acknowledge that the City will make certain determinations as to the conveyance of funds in part on information supplied in writing by the Developer or its agents concerning the Redevelopment Project and/or compliance by the Developer with the provisions of this Agreement. The Parties also acknowledge that, except as otherwise set forth in this Agreement, the City shall have no obligation to pay any entity or person other than the Developer, and the Developer, its permitted successors and permitted assigns shall be obligated to make direct payments to all other entities, construction managers, general contractors, contractors, subcontractors, mechanics, material men, persons or entities providing services or materials to the Redevelopment Project. The Parties further acknowledge that the Closing Payment shall be payable solely from the *ad valorem* real estate taxes that are attributable to the incremental real estate taxes levied on real property located in the Redevelopment Area in accordance with the terms of this Agreement. The TIF Reimbursement Payment and the Additional Reimbursement Payment shall be payable solely from the Project Incremental Taxes and/or from Municipal Sales Taxes, as applicable. The City shall not be obligated to make any payments from any other sources and the incentives to be paid hereunder shall not be deemed a general obligation of the City.

D. Survival of Representations and Warranties. The Parties agree that all of their representations and warranties set forth in this Section III and elsewhere in this Agreement are true as of the Effective Date of this Agreement and each Party agrees that it shall provide prompt written notice to the other Party in the event the representations and warranties set forth herein change for any reason. The representations and warranties set forth in this Section III and elsewhere in this Agreement shall survive until the later of: (1) the City issuing the final certificate of occupancy for the Property; or (2) the City making the final payment to the Developer such that the total paid by the City is Five Hundred Sixty Thousand and No/100 U.S. Dollars (\$560,000.00), the amount that the Developer has incurred in eligible Redevelopment Project Costs, if such amount is less than Five Hundred Sixty Thousand and No/100 U.S. Dollars (\$560,000.00) or such lesser amount that is due and owing to the Developer pursuant to the operation of this Agreement.

SECTION IV DEVELOPER'S OBLIGATIONS

A. Construction of Redevelopment Project.

1. The Developer agrees that in furtherance of the objectives of the Redevelopment Plan, the Redevelopment Project shall be completed in compliance with the Site Plan and in substantial compliance with the Project Timeline, with the failure to

do so being a breach of this Agreement. The Developer acknowledges the importance of all dates on the Project Timeline and shall comply with the same, subject to Force Majeure (as defined herein). The City and the Developer agree that amendments to and extensions of the Project Timeline can be mutually agreed upon in writing without having to amend this Agreement. The Developer shall comply, in writing, with reasonable requests of the City for progress updates to the Project Timeline. The City hereby acknowledges that, to the extent required under any applicable City ordinance, it shall approve any plans as well as issue the necessary permits to authorize the Developer to commence the construction of the Redevelopment Project to enable the Developer to incur Redevelopment Project Costs. The City agrees to review all such documentation and to provide the Developer with written notice as to whether or not the same have been approved or rejected. The City shall review all building permit applications in connection with the Redevelopment Project. In the event the City rejects any portion of the plans or a building permit application, the City shall provide the Developer with written comments detailing why the plans have or building permit application has been rejected. If the Developer desires to make a substantial change to any plans submitted to the City, the Developer shall submit the proposed change to the City for its approval, and if the proposed change conforms to the provisions of this Agreement and meets all applicable laws, the City shall notify the Developer in writing that it has approved the change. In the event that the City rejects any portion of the change, the City shall provide the Developer with written comments detailing why the City denied the change.

2. All plans and permit applications shall conform to the terms of this Agreement, shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and shall materially conform to the Site Plan.

3. The Developer shall provide the City with a timeline, which timeline shall establish the completion dates of the Redevelopment Project, which shall be no later than March 15, 2011 (the "**Project Timeline**"), subject to reasonable delays in the performance of such obligations due to any matter beyond the Developer's reasonable control that directly relates to the Developer's obligations hereunder ("**Force Majeure**"). Force Majeure may include, without limitation, unreasonable delays caused by acts of the City germane to the completion of the Redevelopment Project; circumstances beyond the Developer's control that directly impact the Project Timeline; acts of God; damage or destruction caused by fire or other casualty; inclement weather; strikes; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies; lockouts; acts of labor unions (whether legal or not); and court orders, laws or orders of governmental or military authorities. Notwithstanding the foregoing, the Developer shall be required to use its reasonable efforts to mitigate the effects of a Force Majeure event, and in no event shall: (a) the Developer's financial condition or inability to fund or obtain funding or financing constitute an event of Force Majeure; and (b) any delay arising from the Developer's (or its affiliates') default under any document connected with the Redevelopment Project constitute an event of Force Majeure. Moreover, no event of Force Majeure shall be deemed to exist: (i) as to any matter that could have been avoided by the exercise of due care; (ii) as to any matter initiated or unreasonably sustained; and (iii) unless the Developer provides the City with a written notice within fourteen (14)

calendar days of the commencement of such claimed event of Force Majeure. The deadline to complete the Redevelopment Project shall be extended to reflect an actual day-for-day delay in completion because of an event of Force Majeure.

B. Construction Bonds for the Construction of the Redevelopment Project. The Developer shall cause its general contractor and subcontractors to comply with applicable bond requirements established by applicable City ordinances, the laws of the State of Illinois or as requested by the City. Such bonds shall be in commercially reasonable amounts and on commercially reasonable terms for a project of the kind contemplated by this Agreement.

C. Payment of Fees. The Developer will pay all applicable City permit and impact fees and shall reimburse the City for all reasonable costs incurred by the City in connection with this Agreement if so requested by the City. This obligation shall survive until the City is fully reimbursed for the abovementioned costs and fees.

D. The City's Right To Monitor and Inspect the Redevelopment Project Site. In addition to any other rights specified in this Agreement with regard to the construction and maintenance of the Redevelopment Project, the City shall have the right, but not the obligation, to inspect the construction site at the Property for the purpose of monitoring the progress of the Redevelopment Project. During such inspections, which may be made with reasonable advance notice (which notice may be made telephonically) and during normal business hours, City representatives shall be allowed access to the site as necessary for the City to determine whether the Redevelopment Project is proceeding in a timely manner and in compliance with all applicable laws, codes, ordinances, rules and regulations, subject to limitations required by safety considerations. The rights set forth herein and the City's exercise of those rights shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement and under applicable laws, statutes, codes, regulations and ordinances nor shall it act as a waiver of any further rights of the City regarding the construction and maintenance of the Redevelopment Project, including the right to require compliance with the City Code and issue stop work orders or violation notices.

E. Construction Requirements.

1. The Developer shall direct the removal of any debris resulting from the construction of the Redevelopment Project, which removal shall be conducted in accordance with the best interests of the City and applicable laws and ordinances.

2. During the construction of the Redevelopment Project, the Developer shall cause its general contractor or project manager to be responsible for cleaning up the mud and dirt on abutting streets and rights-of-way resulting from the construction of the Redevelopment Project. The Developer's agents shall clean the roadways within forty-eight (48) hours after receiving notice from the City. In the event that the Developer fails to have the streets or rights-of-way cleaned of dirt and debris in accordance with the aforementioned provisions, the City shall have the right to immediately undertake the cleaning and clearance activities as set forth above and any such reasonable costs or expenses incurred by the City in undertaking the aforesaid clean up shall be reimbursed

by the Developer within twenty (20) calendar days of the City's presentation to the Developer of a written invoice detailing the aforesaid costs and expenses.

SECTION V COMPLIANCE WITH LAW

In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement or any reimbursement to be made to the Developer hereunder are contrary to law, or in the event that the legitimacy of the TIF Ordinances is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City shall be responsible for defending the integrity and legality of the TIF Ordinances and this Agreement. In the event of an adverse lower court or agency ruling, any reimbursement to the Developer shall be suspended during the pendency of any appeal thereof, but reimbursements to the Developer shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The City shall not seek to set aside or otherwise challenge its obligations under this Agreement during the pendency of any appeal.

SECTION VI INSURANCE

A. Builder's Risk Prior to Completion. At least thirty (30) calendar days prior to the Developer commencing the Redevelopment Project and as the Developer constructs any improvements on the Property, the Developer shall keep in force at all times through and until the completion of the Redevelopment Project, as certified by the City, completed builder's risk insurance insuring against risk of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the construction of the Redevelopment Project (including on-site stored materials and off-site materials that have been fabricated or purchased). Such insurance policies shall be issued by companies with AM Best ratings of at least A-VII. All such policies shall contain a provision that said insurance policy will not be canceled without thirty (30) calendar days prior written notice to the City. The proceeds of any claim on this builder's risk insurance shall be used to repair and/or complete the work that is the subject of the claim.

B. Insurance During Term of Agreement. Prior to the commencement of the Redevelopment Project, and within five (5) calendar days of the Effective Date hereof, the Developer shall procure (or shall have procured, as applicable) and shall maintain, at the Developer's sole cost and expense, in full force and effect during construction operations, and thereafter the owner of the Property shall procure and maintain during the term of this Agreement, a policy or policies of general commercial comprehensive liability insurance, including contractual liability insurance and, during any period of construction, contractor's general liability insurance with liability coverage under each such policy to be not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and in the aggregate Three Million and No/100 U.S. Dollars (\$3,000,000.00), workers' compensation insurance in statutory limits, employer's liability insurance with at least One Million and No/100 U.S. Dollars

(\$1,000,000.00) per accident, One Million and No/100 U.S. Dollars (\$1,000,000.00) per disease, per employee and One Million and No/100 U.S. Dollars (\$1,000,000.00) in the aggregate and auto liability with combined single limits of at least Five Million and No/100 U.S. Dollars (\$5,000,000.00) per occurrence. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the City to protect the City and the owner of the Property from any liability incidental to the use of or resulting from any claim for personal injury or property damage occurring at, on or about the Property or stemming from the construction and/or improvement of the Property. Each such policy shall name the City and its officials (whether appointed or elected), including the City Mayor and the City Council of the City (the "**City Council**"), and the City's officers, employees, agents and attorneys, as additional insureds and shall contain an affirmative statement by the issuer that it will give written notice to the Developer and the City at least thirty (30) calendar days prior to any cancellation or amendment of its policy. A certificate of insurance for each such policy naming the City as an additional insured consistent with the above requirements must be delivered to the City by the Developer before the Developer commences construction of any of the improvements that are a part of the Redevelopment Project. Any other insurance or self-insurance maintained by the City shall be in excess of and shall not contribute to the protection the City receives as an additional insured on the insurance required by this Agreement. Subject to the rights of the Lender, any liability insurance proceeds received hereunder to which the City is legally entitled shall be deposited in the general operational fund of the City as such sums will be used to reimburse the City for sums normally paid from the general fund of the City.

SECTION VII DEFAULT REMEDIES

A. Defaults/Remedies. Except as set forth herein, if an Event of Default occurs or if any of the Parties shall fail to perform or keep any term or condition required to be performed or kept by such Party, said Party shall, upon written notice from the other Party, proceed to cure or remedy such default or breach within ten (10) calendar days after receipt of such ten (10) calendar day notice; provided, however, that if such default is incapable of being cured within said ten (10) calendar day period and the defaulting Party commences to cure the default within said ten (10) calendar day period and proceeds with due diligence to cure the same, such cure period shall be extended (not unreasonably) for the length of time reasonably necessary to cure the default upon written request for the same by the breaching Party. At any time during the cure period (or extension thereof), the aggrieved Party may request a written report on the status of the steps taken to cure the alleged default or breach, which shall be complied with by the breaching Party within ten (10) calendar days after receipt of the original request. At all times during a cure period or extension thereof, the defaulting Party shall diligently follow through to completion all such steps necessary to remedy the alleged default within the shortest possible time. Failure of a defaulting Party to respond to a request for information as set forth herein shall be considered a failure to diligently undertake the cure of the alleged default and shall be deemed a waiver of the defaulting Party's opportunity to cure. In case such action is not taken or diligently pursued or the default or breach is not cured or remedied within the aforementioned period, the aggrieved Party may institute such proceedings (at law or in equity) as may be necessary or desirable in its opinion to cure and remedy such default or breach. The rights and remedies of the Parties, whether provided by law or in this Agreement, shall be cumulative and

the exercise by any Party of any one or more of such remedies shall not preclude the exercise by such Party at the same time or different times of any other remedies for the same default or breach by the defaulting Party. Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the default involved). No waiver made by any Party with respect to any specific default by any other Party under this Agreement shall be construed as a waiver of rights with respect to any other default except to the extent specifically waived in writing. Notwithstanding the other provisions of this Agreement, in the event of an emergency threatening the health, safety and welfare of the City or its residents, the City shall have the right, but not the obligation, to enter upon the Property and cure any default without providing notice or a cure period as set forth herein. The City shall be immediately relieved of its obligation to make any payments of the Developer's Share and all future obligations to make such payments shall be deemed null and void and otherwise held for naught in the event the Developer or its pre-approved assign is in default of this Agreement and has failed to cure the breach in accordance with the ten (10) calendar day cure period set forth above. The Parties acknowledge and agree that the City will make no payments of the Developer's Share in the event the Developer or its pre-approved assign is in default of this Agreement and has failed to cure the breach in accordance with the ten (10) calendar day cure period set forth above and that in the event a cure period is explicitly not mentioned in a specific provision of this Agreement the Developer shall not be eligible to such a cure period for the specifically enumerated breach.

B. Event of Default. For purposes of this Agreement, the occurrence of any one (1) or more of the following, after any applicable cure period has expired, shall constitute an "**Event of Default**":

1. If, at any time, any warranty, representation or statement made or furnished by the City or the Developer is not true and correct in any material respect;
2. If any petition is filed by or against the City or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, including any supervision by the Federal Deposit Insurance Corporation (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) calendar days after said filing); and/or
3. If the City or the Developer fails (in whole or in part), breaches or otherwise defaults in fulfilling any of its obligations under this Agreement or fails to materially perform, observe or comply with any of the covenants, agreements or obligations hereunder.

C. Qualified Events of Default. The conditions, covenants and terms of this subsection are to be read as a furtherance of, and as no way a limitation upon, the City's rights and remedies under Section VII of this Agreement, except as specifically set forth herein. In the event: (1) the Developer becomes bankrupt, insolvent or files any debtor proceeding, files a petition for bankruptcy, files a petition for a corporate reorganization (or a similar such reorganization for a limited liability company), makes an assignment for the benefit for creditors,

files for any relief pursuant to the Bankruptcy Code or if in any other manner the Developer's interest passes to another by judgment or operation of law; (2) the Developer fails to comply with the Project Timeline; (3) the Developer is required to repay the City in accordance with Section II, Subsection I of this Agreement; (4) the Developer defaults on the mortgage recorded against the Property; and/or (5) the Property is foreclosed upon (collectively, a "**Qualified Event of Default**"), the Developer shall be deemed to be in default of this Agreement and the cure provisions set forth in Section VII of this Agreement shall not apply. In the event of a Qualified Event of Default, the City shall also be immediately relieved of its obligation to make any payments of the Developer's Share and all future obligations to make such payments shall be deemed null and void and otherwise held for naught.

SECTION VIII DEVELOPER'S COVENANTS

A. No Discrimination. Neither the Developer nor any of its contractors, subcontractors, employees, agents or material suppliers shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in relation to the construction of the Redevelopment Project and the Developer and all of its contractors, subcontractors, employees, agents and material suppliers shall comply with any and all federal, state and local laws, statutes, ordinances, rules and regulations with regard to nondiscrimination in the construction of the Redevelopment Project.

B. Ethics. The Parties hereby covenant and agree that neither the Mayor nor any member of the City Council nor any other public official or public employee who exercises any direct decision making functions or responsibilities with respect to the Redevelopment Project during the individual's term or term of employment and for one (1) calendar year thereafter, shall have any personal or financial interest, direct or indirect, other than the individual's salary, in any matter to be performed in connection with the Redevelopment Project; provided, however, nothing in this Section VIII shall be construed to preclude the right of said officials or employees to be reimbursed by the Developer for services rendered or costs incurred in connection with discharging their responsibilities under this Agreement.

SECTION IX PERFORMANCE

A. Time of the Essence. Time is of the essence of this Agreement.

B. Permitted Delays. Neither the City nor the Developer shall be considered in breach or default of its obligations hereunder in the event of a delay in the performance of such obligations due to an event of Force Majeure. The time for the performance of the obligations shall be extended for the period of the enforced delay if the Party seeking the extension notifies the other Party in writing within fourteen (14) calendar days after the beginning of any such delay and uses diligence in attempting to complete performance of its obligations including, but not limited to, efforts to find alternate sources, subcontractors and materials. The Party seeking

the extension agrees to keep the other Party reasonably informed as to the nature of the delay and the anticipated time of completion of the performance of its obligations.

C. Indemnification. To the fullest extent permitted by law, the Developer shall indemnify, defend and hold harmless the City, its officials (whether elected or appointed), which includes the Mayor and the City Council, and the City's officers, department heads, employees, independent contractors, attorneys, engineers, agents, representatives, consultants (which includes the Berwyn Development Corporation and its officers, directors and employees), financial analysts, insurers and the successors, predecessors executors, administrators, heirs, beneficiaries, legatees and assigns of such persons and entities (collectively, the "**Indemnified Parties**") from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees, paralegal fees, witness fees and court costs), deaths, injuries and damages (whether actual or punitive), suits or judgments by, to or on behalf of any person, firm, corporation or entity: (1) arising from or in any way related to the conduct or management of the Property; (2) arising from or in any way related to any breach or default on the part of the Developer in the performance of any of its obligations under this Agreement; (3) arising from or in any way related to any negligent or willful act or omission of the Developer; (4) arising from or in any way related to any acts, omissions or negligence of the Developer or any person or entity claiming through or under the Developer, or of the contractors, subcontractors, agents, servants, employees, guests, invitees or licensees of the Developer, or any person or entity claiming through or under such person, in each case to the extent in, about or concerning the Property during the construction of the Redevelopment Project; (5) relating to the operation, maintenance, and upkeep and/or collapse of any structure located at the Property; (6) arising from, that occurred or that are alleged to have occurred or are in any way related to, in whole or in part, the redevelopment of the Property until construction of the Redevelopment Project is completed; or (7) arising from construction of the Redevelopment Project, which is the basis for the issuance of any City permits or certificates of occupancy, it being understood and acknowledged by the Parties that the City does not warrant the fitness or habitability of any structures located on the Property. The Developer shall require any and all subsequent owners or tenants of the Property to comply with the terms of this Section IX of this Agreement. In any document regarding or related to the sale, lease or other disposition of the Property whereby the Developer is dispossessed of the Property, such documentation shall: (a) direct the subsequent owner or tenant to comply with the terms of this Section; (b) name the City as a third-party beneficiary to the aforesaid documentation; and (c) ensure that the covenants, conditions and terms of this Section are explicitly incorporated into the dispositional agreements. The terms, covenants, and conditions set forth in this Section IX and the future owner's/tenant's obligation to comply with said terms, covenants and conditions shall be explicitly set forth in the memorandum to be recorded by the Parties against the Property.

1. The obligations of the Developer under this Agreement shall include, without limitation, the burden and expense of defending all claims, suits and administrative proceedings (with counsel of the Developer's choice and reasonably acceptable to the City), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other

sums due against any of the Indemnified Parties.

2. The obligations of the Developer under this Agreement shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance) or by the failure or refusal of any insurance carrier to perform an obligation on its part under any insurance policies affecting the Property; provided, however, that if the City actually receives any proceeds of the owner of the Property's insurance with respect to an obligation of the Developer under this Section IX, the amount thereof shall be credited against and applied to reduce any amounts paid and/or payable hereunder by the Developer with respect to such obligation.

3. No recourse under or upon any obligation, covenant or provision of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Indemnified Parties, in any amount in excess of the obligations of the City under this Agreement, or in excess of any sum agreed by the City to be paid to the Developer hereunder (subject to the terms and conditions herein), and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Indemnified Parties in excess of such amounts and any and all such rights or claims of the Developer against the Indemnified Parties for amounts in excess of such obligations are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City, to the fullest extent permitted by law.

D. City's Exculpation. None of the Indemnified Parties (exclusive of the City) shall have any liability (personal or otherwise) hereunder, and no property or assets of the Indemnified Parties (exclusive of the City) shall be subject to enforcement procedures for the satisfaction of the owner of the Property's remedies hereunder or any other liability of the Indemnified Parties arising from or in connection with this Agreement. Nothing contained in this Section IX or this Agreement is in any way intended to be a waiver of any limitation placed upon the City's liability pursuant to any constitutional, statutory, common law or other protection afforded to public bodies or governments.

E. Access to the Property. Any duly authorized representative of City shall, at all reasonable times upon prior reasonable notice via telephone or electronic mail, have access to the Property for the purpose of confirming the Developer's compliance with this Agreement and to promote and protect the health, safety and welfare of the City and its residents. Nothing in this Section shall operate to abrogate or limit the City's right to exercise its police powers and inspection rights.

F. Books and Records; Audit Rights. The Developer shall at all times during the construction of the Redevelopment Project keep and maintain (separate from any of the Developer's other books, records and accounts) accurate and complete records pertaining to the Redevelopment Project including, without limitation, financial statements, records and books of account reflecting Redevelopment Project Costs and all other construction and redevelopment costs, in accordance with Generally Accepted Accounting Principles, with such exceptions as may be specifically provided for in this Agreement. The City and its representatives shall have,

during normal business hours and upon reasonable advance notice, access to examine and photocopy such records, financial statements and other documentation. The City shall have the right to cause an audit by any nationally recognized independent certified public accounting firm (in accordance with Generally Accepted Accounting Principles) of such books and records to be made at any time within two (2) years after the end of the Developer's fiscal year to which such books and records relate (or for the last two (2) years of the Redevelopment Project or for a period of one (1) full year after completion of the Redevelopment Project) and the Developer shall maintain all such books and records for at least such period of time. The City shall have the right to disclose financial information about the Redevelopment Project, as described above, to the Cook County Assessor and to others to the extent required by law including, without limitation, Rule 15c2-12, which was promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION X MISCELLANEOUS PROVISIONS

A. Drafter Bias. The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, both of which are represented by independent legal counsel, and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this Agreement, neither of the Parties shall be deemed the drafter hereof and neither shall be given the benefit of such presumption as may be set out by law.

B. Partnership Not Intended Nor Created. Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties.

C. Entirety and Binding Effect. This Agreement represents the entirety of the agreement between the Parties. The rights and obligations of the Developer and the City under this Agreement are personal to the Developer and the City, and no other person or entity shall acquire or have any rights hereunder or by virtue hereof, except with respect to an assignee of the type contemplated by an assignment expressly permitted hereunder.

D. Use of Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

E. Amendments and Modifications. Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

F. Prevailing Party. In the event that either Party breaches this Agreement or is in default hereunder or in the event that the enforcement of this Agreement is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs incurred by the prevailing Party. Prevailing Party shall mean any defendant found not liable on any and all counts and/or

any plaintiff recovering on any count. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

G. Counterparts and Facsimile Transmission. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

H. Previous Agreements. The foregoing is the entire agreement between the Parties hereto as it now exists at the execution hereof and it is expressly understood, agreed and distinctly acknowledged that all previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void.

I. Restrictions. Prior to the completion of the Redevelopment Project, and except as otherwise provided in this Agreement, the Developer (except in the ordinary course of business) may not, without the City's prior written consent (which shall not be unreasonably withheld, conditioned or delayed): (i) merge, liquidate or consolidate; (ii) enter into any transaction that would materially and adversely affect the ability of the Developer to complete the Redevelopment Project; (iii) assume or guarantee the obligations of any other person or entity that would materially and adversely affect the ability of the Developer to complete the Redevelopment Project; or (iv) enter into a transaction that would cause a material and detrimental change to the Developer's condition that would adversely affect its ability to complete the Redevelopment Project or any covenant hereunder.

J. Notices. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Developer:

With a copy to:

To the City:

City of Berwyn
Office of the Mayor
City Administrator: Brian Pabst
6700 26th Street
Berwyn, Illinois 60402
Facsimile: 708-788-2567

With a copy to:

Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402
Attention: James M. Vasselli
Facsimile: 708-222-7001

K. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's governmental immunities as provided by the laws of the United States or the State of Illinois 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.*).

L. Qualified Professionals. The Developer agrees to engage qualified professionals for all work anticipated in this Agreement and, upon request, shall furnish the City with the names of such professionals as the same are retained.

M. Consent; Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, unless otherwise provided in this Agreement.

N. Severability. The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions hereof, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

O. Best Interests; Cooperation. It is understood and agreed that the successful consummation of this Agreement and the Redevelopment Project proposed herein are in the best interests of the Parties and requires their continued cooperation. The Developer hereby evidences its intent to fully comply with all City requirements, its willingness to discuss any matters of mutual interest that may arise including, but not limited to, potential negotiations with any additional governmental entities and the Developer's willingness to assist the City, to the fullest extent possible, with all matters related to the redevelopment of the Property proposed herein. The City hereby evidences its intent to reasonably cooperate with the Developer and to cooperate, to the greatest extent possible, in the resolution of mutual problems and the City's willingness to facilitate the redevelopment of the Property as contemplated by the provisions of

this Agreement.

P. Assignment. The Developer shall not assign, pledge or obligate its rights under this Agreement or the Developer's Share to any individual or entity, without the City's prior written consent. The City's discretion in approving or denying such a request is exclusive, absolute and freely exercisable by the City with no recourse extending to the City in the event of a denial of such a request if such denial is made for cause or no cause.

Q. Recording. A memorandum of this Agreement shall be recorded in the office of the Cook County Recorder of Deeds.

R. Term. This Agreement shall remain in full force and effect from the Effective Date until any of the following: (a) the Developer has been fully compensated as provided for herein; (b) a Party breaches or defaults hereunder and fails to cure or all applicable cure periods have been exhausted; (c) twenty-three (23) years from the date of adoption of the 1993 TIF Ordinances, such later date as may be subsequently authorized by the TIF Act or such earlier date as may be required under applicable law; (d) the Parties mutually agree to terminate this Agreement; or (e) the City terminates this Agreement in accordance with the provisions set forth herein. Upon the termination of this Agreement, this Agreement shall automatically expire and shall thereafter have no further force or effect, except as specifically set forth herein, and the Parties shall record a release of the memorandum of this Agreement in the office of the Cook County Recorder of Deeds.

[Signature Page Follows]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS AGREEMENT, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

MEYER IMPORTS, INC.,
an Illinois corporation

CITY OF BERWYN,
an Illinois municipal corporation

By: _____

By: _____
Robert J. Lovero, City Mayor

ATTEST:

CITY CLERK

EXHIBIT A

The Developer's organizational documents and Certificate of Good Standing

CORP/LLC - File Detail Report

CYBERDRIVEILLINOIS  JESSE WHITE
SECRETARY OF STATE

SERVICES PROGRAMS PRESS PUBLICATIONS DEPARTMENTS CONTACT

CORPORATION FILE DETAIL REPORT

Entity Name	MEYER IMPORTS, INC	File Number	67169276
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	07/22/2010	State	ILLINOIS
Agent Name	ALAN R MEYER	Agent Change Date	07/22/2010
Agent Street Address	7301 SOUTH KINGERY HIGHWAY	President Name & Address	
Agent City	WILLOWBROOK	Secretary Name & Address	
Agent Zip	60527	Duration Date	PERPETUAL
Annual Report Filing Date	00000000	For Year	
Assumed Name	ACTIVE - BERWYN IGA		

[Return to the Search Screen](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

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EXHIBIT B
Legal Description

Parcel 1:

Lots 21 and 22 in block 45 in the subdivision of blocks 45, 47, 48, 49, 50, 51 and 52 in the circuit court partition in section 31, township 39 north, range 1, east of the third principal meridian, in Cook County, Illinois.

Parcel 2:

The north 59 feet of lot 20 in the subdivision of blocks 45, 47, 48, 49, 50, 51 and 52 in circuit court partition in sections 31 and 32, township 39 north, range 13, east of the third principal meridian, in Cook County, Illinois.

Parcel 3:

Lot 1 in the subdivision of lot 13 in block 45 in the subdivision of blocks 45, 47, 48, 49, 50, 51 and 52 in circuit court partition of part of sections 31 and 32, township 39 north, range 13, east of the third principal meridian, and part of section 6, township 38 north, range 13, east of the third principal meridian, also part of section 1, township 38 north range 12, east of the third principal meridian, and part of the northeast 3 of section 12, township 38 north, range 12, east of the third principal meridian, in Cook County, Illinois.

Parcel 4:

Lot 2 in the subdivision of lot 13 in block 45 in the subdivision of blocks 45, 47, 48, 49, 50, 52 and 52, of circuit court partition of part of sections 31 and 32, township 39 north, range 13, east of the third principal meridian, also part of section 1, township 38 north, range 12 east of the third principal meridian, and part of the northeast 3 of section 12, township 38 north, range 12, east of the third principal meridian, in Cook County, Illinois.

PIN(S): 16-31-318-001-0000; 16-31-318-002-0000; 16-31-318-003-0000; 16-31-318-011-0000; 16-31-318-012-0000

EXHIBIT C
Site Plan

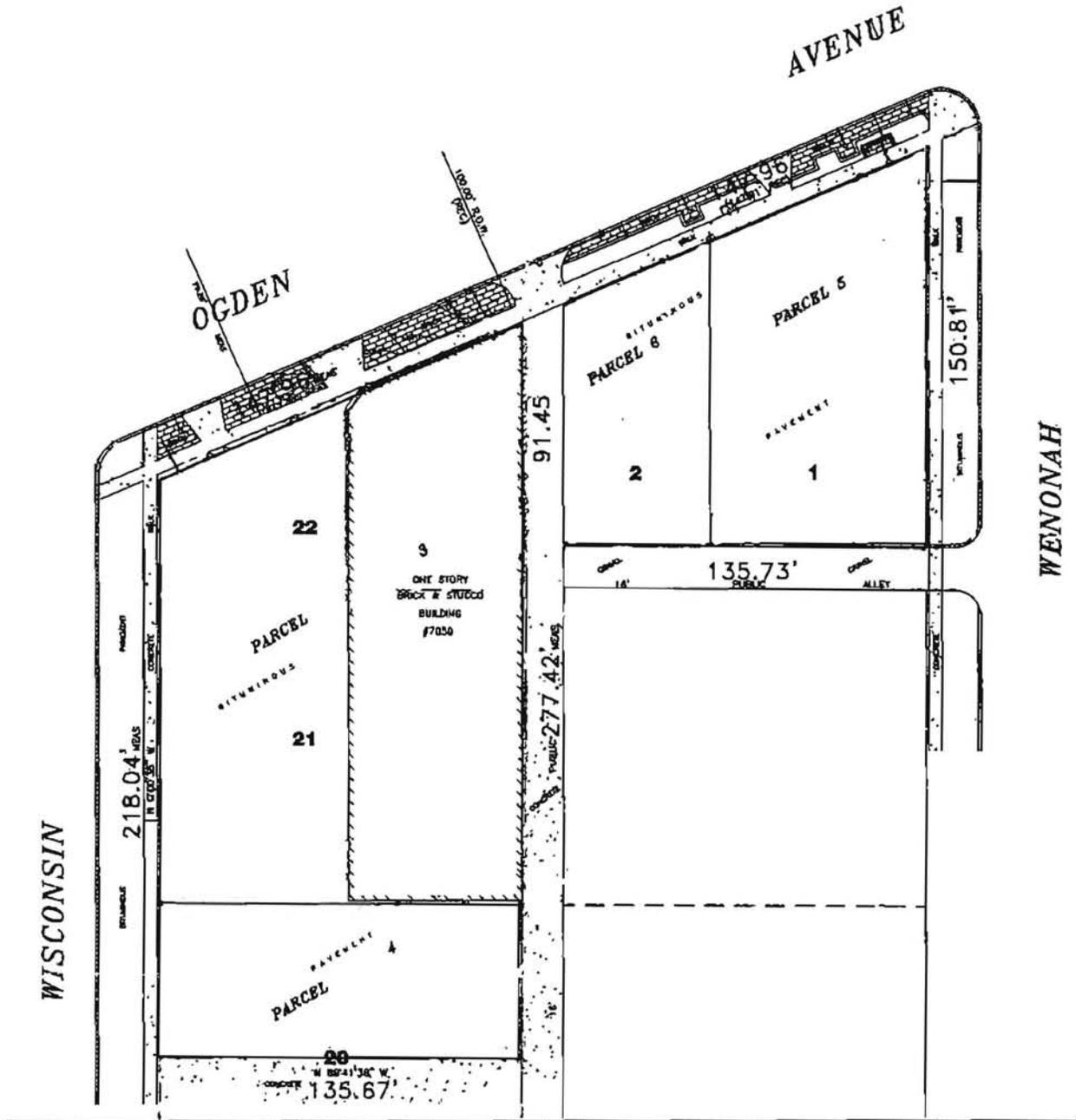


EXHIBIT D

Acquisition: By November 30, 2010;
Construction: 120 days, beginning at acquisition;
Opening: Within 30 days of end of construction.

EXHIBIT E

Project Budget	
Land Acquisition	\$1,700,000
Construction	\$ 400,000
Architectural and Engineering	\$ 40,000
Fixtures, Furniture and Equipment	\$ 316,100
Total:	\$2,456,100



September 28, 2010

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

**Re: Redevelopment Agreement, 7124-7150 West Cermak Road –
Berwyn Gateway Partners**

Dear Mayor and City Council,

Please find attached the Redevelopment Agreement (“RDA”) placed on file with the City Clerk on September 14, 2010 for your consideration.

The process used to select the developer was exhaustive and comprehensive. The City issued an RFQ to over 90 development firms along with advertising locally for the assemblage referred to as the Northeast Corner of Harlem and Cermak. The six (6) submittals were reviewed and ranked by the City Council-approved selection committee which was a cross section of professionals in Berwyn. Finally, the BDC interviewed the top four (4) candidates in order to recommend the team of Berwyn Gateway Partners to the City as the developer of choice for the project.

Since the time of selection in late July, the City, BDC, and special legal counsel for the City have negotiated and drafted the attached redevelopment agreement. The terms of the agreement have been approved by the Developer. The RDA is a phased approach with benchmarks for leasing, financing, land transfer, and construction. The RDA terms would bring the new 20,000 sq. ft. retail center online in the second quarter of 2012 based upon the agreed terms. The Developer would like and will work towards an earlier opening date which is mutually beneficial for both parties but the RDA controls for worst-case scenarios. Special legal counsel for the City has ensured provisions for monetary penalties, clawbacks, and City-initiated termination to safeguard the City for worst-case scenarios.

The vision, land plan, architectural design, gateway feature, and tenant attraction strategy of the Developer present an exciting option for the City. Berwyn Gateway Partners possesses a proven portfolio of similar projects.



The BDC is excited to work with the development team to bring this project to fruition. With your consideration and approval of the attached draft ordinance, supporting redevelopment agreement, and exhibits, the BDC will begin work immediately with the Developer to create a new commercial gateway for Berwyn.

Respectfully submitted for your consideration,


Anthony Griffin
Executive Director

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE AUTHORIZING THE CITY OF BERWYN TO ENTER INTO A CERTAIN AGREEMENT WITH BERWYN GATEWAY PARTNERS LLC TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN 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
Michele Skryd
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 September 29, 2010.

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE CITY OF BERWYN TO ENTER INTO A CERTAIN AGREEMENT WITH BERWYN GATEWAY PARTNERS LLC TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS

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

WHEREAS, the City owns or shall use its best efforts to acquire the real property located at the addresses commonly known as 7124-7150 West Cermak Road, Berwyn, Illinois (the “Subject Property”); and

WHEREAS, the Subject Property has not been contributing, in a manner comparable to surrounding improved properties, to the City’s real property tax base or generating sufficient sales tax revenue for the City; and

WHEREAS, Berwyn Gateway Partners LLC (the “Developer”) has provided the Mayor and the City Council (collectively, the “Corporate Authorities”) with a redevelopment agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which the Developer will redevelop the Subject Property; and

WHEREAS, in connection with the Agreement, the City shall convey its interest in the Subject Property to the Developer, on such terms and conditions as are set forth in the Agreement; and

WHEREAS, the Developer intends to redevelop the Subject Property by, among other things, demolishing the structures currently located on the Subject Property and thereafter

constructing and making available for lease retail stores and restaurant facilities at the Subject Property; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the “TIF Act”), the City previously passed an ordinance that allowed the City to use tax increment financing (“TIF”) for certain costs incurred in relation to redevelopment projects located within certain areas of the City and, after giving all notices and conducting all public hearings required by law, the City passed the necessary legislation to approve and thereafter approved a TIF redevelopment plan (the “Plan”) for certain real property located within the Redevelopment Area (as defined below); and

WHEREAS, in accordance with the Plan, the Subject Property is located in the City’s redevelopment area commonly known as the Cermak (Berwyn Theater) Project Area (the “Redevelopment Area”); and

WHEREAS, pursuant to the abovementioned ordinance, the Plan and the TIF Act, the Developer may be eligible to receive TIF funds for certain redevelopment project costs incurred in connection with the redevelopment of the Subject Property; and

WHEREAS, the Corporate Authorities have determined that the redevelopment of the Subject Property is in the best interests of the City as it will, among other things, aid the City in: (a) eliminating blight factors and characteristics associated with the Redevelopment Area; (b) facilitating the redevelopment of the Redevelopment Area; (c) improving the environment of the City; (d) increasing economic activity within the City; (e) promoting and achieving the goals of the Plan; and (f) producing increased tax revenues for the various taxing districts authorized to levy taxes on the Subject Property; and

WHEREAS, pursuant to Section 11-74.4-4(c) of the TIF Act (65 ILCS 5/11-74.4-4(c)) (“Section 11-74.4-4(c)”), within a redevelopment project area, a municipality may acquire, own, convey, lease, mortgage or dispose of land and other property, real or personal, or rights or interests therein, and grant or acquire licenses, easements and options with respect thereto, all in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project; and

WHEREAS, the Corporate Authorities determined and do hereby determine that the Subject Property is not useful to or in the best interests of the City in its current condition; and

WHEREAS, pursuant to Section 11-74.4-4(c), the City has made public disclosure of the terms of its planned disposition of the Subject Property and has provided reasonable opportunity for any person to submit an alternative proposal or bid in connection with the redevelopment of the Subject Property; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety, morals and welfare of the public and necessary for conducting City business and the effective administration of government that the City execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the Corporate Authorities find that it is necessary to achieve the objectives of the Plan and redevelopment of the Subject Property for the City to convey the Subject Property to the Developer, pursuant to the terms of the Agreement; and

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

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

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

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

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

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

Section 5. The Mayor is hereby authorized and directed to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel, and the City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance including, without limitation, the execution and delivery of any closing documents required to be executed or delivered in connection with the Agreement or the conveyance of the Subject Property contemplated by the Agreement and this Ordinance. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

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

Section 7. The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or

regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

[Remainder of page intentionally left blank.]

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 28th day of September 2010, pursuant to a roll call vote, as follows:

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

APPROVED this 28th day of September 2010.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

EXHIBIT A
AGREEMENT

Permanent Real Estate Tax Index Nos.:

See Exhibit A hereto

Street Address:

7124-7150 West Cermak Road, which is located at the northeast corner of the intersection of U.S. Rt. 43 (Harlem Avenue) and Cermak Road, Berwyn, Cook County, Illinois

**REDEVELOPMENT AGREEMENT
FOR THE REDEVELOPMENT OF THE 7124-7150 W. CERMAK ROAD
REDEVELOPMENT AREA,
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

THIS REDEVELOPMENT AGREEMENT ("Agreement") is made between the CITY OF BERWYN, an Illinois municipal corporation (hereinafter referred to as the "City") and BERWYN GATEWAY PARTNERS LLC, an Illinois limited liability company, its successors and/or assigns (hereinafter referred to as "Developer"), and is dated this 28th day of September, 2010.

WITNESSETH

City and Developer have agreed to enter into this Agreement as follows:

REDEVELOPMENT AGREEMENT

**RE: REDEVELOPMENT AGREEMENT
FOR THE REDEVELOPMENT OF THE 7124-7150 W. CERMAK ROAD
REDEVELOPMENT AREA,
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

MADE BY AND BETWEEN:

**CITY OF BERWYN,
an Illinois municipal corporation**

AND

**BERWYN GATEWAY PARTNERS LLC,
an Illinois limited liability company**

LIST OF EXHIBITS

**Re: REDEVELOPMENT AGREEMENT
FOR THE REDEVELOPMENT OF THE 7124-7150 W. CERMAK ROAD
REDEVELOPMENT AREA,
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

EXHIBIT A - Block 1 Project Area

EXHIBIT B - Block 1 Project Area Plan (containing minimally a parking plan, a site plan, an elevation plan and a depiction regarding design standards for an iconic element, distinctive landscaping and outside plazas of the proposed Block 1 Project Area)

EXHIBIT C - Blocks 2 and 3 Project Area

EXHIBIT D - Existing Rights-of-Way

EXHIBIT E – Project Schedule

EXHIBIT F – TIF Design Standards

EXHIBIT G – Ryczek Land

**REDEVELOPMENT AGREEMENT
FOR THE REDEVELOPMENT OF THE 7124-7150 W. CERMAK ROAD
REDEVELOPMENT AREA,
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

THIS AGREEMENT is made between the CITY OF BERWYN, an Illinois municipal corporation (hereinafter referred to as the "City") and BERWYN GATEWAY PARTNERS LLC, an Illinois limited liability company, its successors and/or assigns (hereinafter referred to as "Developer"), and is dated this 28th day of September, 2010 (the "Effective Date").

RECITALS

The City is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.

The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of and eradicate blight, to encourage private development in order to enhance the local tax base, to increase employment and to enter into agreements with third parties for the purpose of achieving the aforementioned goals.

The City specifically has the authority under the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) as amended (the "Act") to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

The Corporate Authorities of the City determined and do hereby determine that the real property located at 7124-7150 W. Cermak Road is no longer necessary or useful for the operations of the City and further declare that it is not in the best interests of the City or its residents to retain title to the real property.

Pursuant to direction from the City, the BERWYN DEVELOPMENT CORPORATION, an Illinois not for profit corporation and the City's designated economic development agency ("BDC") issued a certain "Request For Qualifications for 7124-7150 W. Cermak Road Development Area, Berwyn, Illinois" ("RFQ"). The RFQ requested that Developer and others submit their qualifications and a proposed development plan for the redevelopment of an approximately 1.474 acre site, located at 7124-7150 W. Cermak Road, Berwyn, Illinois, bordered by Harlem Avenue (US Rt. 43) on the West, a public alley on the North, Maple Avenue on the East and Cermak Road on the South and legally described in **Exhibit A** hereto ("Block 1 Project Area"). Developer timely filed its response to the RFQ and satisfied all of the internal requirements of the RFQ on May 28, 2010 ("Developer Response to RFQ").

The Developer Response to RFQ included a narrative and schematic proposed development plan for the redevelopment of the Block 1 Project Area ("Block 1 Project Area").

Plan”) and the schematic portion of the Block 1 Project Area Plan is attached hereto as **Exhibit B**. Based on the Developer Response to RFQ, the City and the BDC have selected Developer as the designated, exclusive, developer of the Block 1 Project Area, as more specifically set forth herein.

In addition, Developer also submitted conceptual redevelopment plans for the redevelopment of the two (2) adjacent blocks to the east of the Block 1 Project Area, bordered by Maple Avenue on the West, a public alley on the North, Cermak Road on the South and up to Wenonah Avenue (or a parcel just west of Wenonah Avenue) on the East, as depicted in **Exhibit C** attached hereto (“Blocks 2 and 3 Project Area”), which the City agrees to consider to undertake subsequent to the Developer’s completion of the redevelopment of the Block 1 Project Area.

The Developer represents and the City hereby acknowledges that, without an economic incentive of tax increment financing or other similar mechanism, it is unlikely that any of the Property would be redeveloped, but, in particular, Blocks 2 and 3 of the Property as set forth in Exhibit C.

The City owns or shall use its best efforts to acquire the Block 1 Project Area and transfer the same to Developer on the terms and conditions contained in the Agreement. The City is, or shall be, the fee owner of, or have the legal right to vacate, certain rights-of-way located within the Block 1 Project Area, including the alley bisecting all or a portion of the Block 1 Project Area and all or a portion of Maple Avenue and Wisconsin Avenue, as applicable, that are necessary to complete the Project; such rights-of-way, if any, being described on **Exhibit D** attached hereto and made part hereof (hereinafter referred to as the “Existing Rights-of-Way”).

Developer has agreed to file and timely pursue the approval of and application for all applicable governmental and quasi-governmental approvals (as applicable) for the redevelopment of the Block 1 Project Area. The City agrees (as necessary and at no additional cost to it) to consent to the Developer filing all required applications for the aforementioned approvals.

Each of the City and Developer intends to complete each of its obligations hereunder, including the redevelopment of the Block 1 Project Area in accordance with the Block 1 Project Area Plan (or such modification thereof as shall be acceptable to the parties).

The acquisition and rehabilitation of the Block 1 Project Area includes the construction of retail sales and dining establishments with landscaping, off-street parking and an iconic element together with all of the improvements contemplated to be completed, sold and/or leased pursuant to the Final Block 1 Project Area Plan (as hereinafter defined), and in accordance with the Project Schedule (defined below) hereinafter referred as the “Project”.

The City is desirous of having the Block 1 Project Area rehabilitated, developed and redeveloped in accordance with the Developer Response to the RFQ, in order to serve the needs of the City, arrest physical decay and decline in the Block 1 Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the City and, in

furtherance thereof, the City is willing to offer certain incentives, under the terms and conditions hereinafter set forth, to assist such development without which incentives the redevelopment and rehabilitation of the Block 1 Project Area would not occur.

In accordance with the applicable provisions of the Open Meetings Act (5 ILCS 120/1, *et seq.*) the City has adopted Ordinance No. 10-____, dated September 28th, 2010, approving and authorizing the execution and delivery of this Agreement and designating Developer as the exclusive developer of the Block 1 Project Area.

The parties hereunder have agreed to undertake the Project in certain progressive Project Phases (defined below).

The Developer and the City are desirous of ensuring that a majority of the end-users of the Block 1 Project Area generate sales tax for the continued development of the Block 1 Project Area and the City.

Developer shall deliver the Block 1 Project Area no later than April 30, 2012, which date may be extended in accordance with the terms of this Agreement or by the mutual agreement of the parties. If the parties decide to have Developer undertake redevelopment of the Blocks 2 and 3 Project Area, it shall be done in substantial conformity with and the same public process as the Block 1 Project Area.

For purposes hereof, all obligations and undertakings of the City and Developer, respectively, shall be hereinafter individually referred to as the "City Obligations" and the "Developer Obligations", respectively.

ACCORDINGLY, for and in consideration of the foregoing Recitals (as defined below) and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS: The representations, covenants and recitations set forth in the foregoing "Recitals" are material to this Agreement and are hereby incorporated into and made a part of this Agreement as agreements of the parties hereto, and this Agreement shall be construed in accordance therewith.

2. PROJECT: In addition to the Project described above, Developer, as provided herein, shall: (a) complete subsurface improvements located within the applicable portions of the Block 1 Project Area, including surface and subsurface relocation of utilities not comprising part of Off-Site/Public Improvements (defined below), Demolition Work (defined below) and Remediation Work (defined below) (collectively, the "On-Site Improvements") and surface and subsurface improvements located outside the Block 1 Project Area, including without limitation, surface and subsurface relocations, extensions and appropriate sizing of utility services to the boundaries of the Block 1 Project Area and all other public improvements, traffic control devices, public walkways and roadway improvements as directed by the City ("Off-Site/Public Improvements"); (b) complete demolition of all other structures and improvements located within the Block 1 Project Area to a depth of 10 feet below grade and correction of unsuitable or

unstable soil conditions within the Block 1 Project Area ("Demolition Work"); and (c) remediate any environmental conditions or other hazards existing with respect to the Block 1 Project Area which are reasonably unacceptable to Developer, any financing source or committed tenant of the Project ("Remediation Work"). In the event the On-Site and Off Site/Public Improvements is estimated to cost in excess of Seven Hundred Fifty Thousand and No/100 U.S. Dollars (\$750,000.00), the City shall return the Deposit to the Developer and this Agreement shall be deemed terminated. All reasonable costs incurred by the Developer in completing the On-Site Improvements, Off-Site/Public Improvements, the Demolition Work and the Remediation Work (collectively, the "Project Work") shall be added as Developer expense in the Pro Forma (defined below) for the calculation of the Block 1 Project Area Acquisition Cost (defined below). Expenses for the Project shall be supported by existing commercially reasonable documentation, including estimates, invoices, lien waivers and paid pay orders (delivered to the City prior to the close of Phase 2).

3. DEVELOPER REPRESENTATIONS AND WARRANTIES: Developer hereby represents and warrants, to and for the benefit of City, the following:

3.01 Existence/Authority. Developer is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, fully qualified to do business in the State of Illinois, with power and authority to enter into this Agreement.

3.02 Authority/Conflict/Litigation. (i) Developer has the right and power and is authorized to enter into, execute, deliver and perform this Agreement; (ii) the execution, delivery and performance by Developer of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Developer's organizational documents, or any instrument or document to which Developer is now a party or by which it is bound; (iii) there are no actions at law or similar proceedings which are pending or, to Developer's knowledge, threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement; (iv) Developer has obtained or shall obtain all government permits, certificates, consents and franchises necessary to continue to conduct its business and to own or sell, lease and operate its properties as now owned, sold or leased by it; (v) the person executing this Agreement on behalf of the Developer has the authority to bind the Developer; and (vi) the Developer has the financial and experiential wherewithal to undertake and complete the Project.

4. DEVELOPER OBLIGATIONS, COVENANTS AND AGREEMENTS: Subject to the terms and provisions of this Agreement, Developer shall have the following obligations with respect to the Project:

4.01 Deposit. Within ten (10) days after the Effective Date, Developer shall deposit the sum of Fifty thousand and 00/100 Dollars (\$50,000.00) as a refundable earnest money deposit, to be credited toward the payment of the Block 1 Project Area Acquisition Cost on the Closing Date (defined below), and otherwise held and disbursed as provided herein ("Deposit"). Prior to Developer's acquisition of the Block 1 Project Area, Developer shall provide the City with sufficient evidence, as determined in the

City's reasonable discretion, that the Developer has sufficient funds to pay down the Block 1 Project Area Purchase Price and Developer's share of the closing costs. The Deposit shall be held by the City within the terms of a mutually agreeable escrow agreement. Developer shall irrevocably forfeit the Deposit to the City in the event that the Developer Defaults (defined below) in any of the Developer's Obligations, provided that the Developer cannot provide sufficient evidence to the City, as determined in the City's reasonable discretion, that Developer has used its best efforts to successfully undertake and complete all of the Developer's Obligations. The Deposit, Developer's equity and the financing received in accordance with the Financing Plan shall be no less than one hundred percent (100%) of the Block 1 Project Area Acquisition Costs.

4.02 Phased Development; Project Schedule.

A. Phased Development; Project Schedule. The Parties agree and acknowledge that the Project set forth herein is comprised of four (4) Project Phases to be completed in the following order and the successful completion, as determined by the City in its reasonable discretion, of the preceding Project Phase (defined below) shall be an express condition precedent for the Developer to commence the succeeding phase of the Project: (1) leasing and financing; (2) entitlements/government approvals; (3) conveyance/acquisition of Block 1 Project Area; and (4) construction of the Project and On-Site Improvements (collectively, the "Project Phases" and individually a "Phase" or "Project Phase"). In addition, the Developer shall complete the Project in accordance with the schedule agreed to by the parties (the "Project Schedule"), attached hereto and made part hereof as **Exhibit E**, and the parties agree that the Developer's compliance with the Project Phases and the Project Schedule are material obligations of the Developer. In the event that the City determines that the Developer has not successfully completed a Phase, in the City's reasonable discretion, the City shall have the right to declare the Developer to be in Default under this Agreement and this Agreement shall thereafter be deemed null and void by the City and otherwise held for naught and the parties shall have no further rights or obligations hereunder except where specifically set forth herein.

B. Extension. Provided that Developer has acted in good faith and exercised reasonable diligence supported with specifically articulated facts and evidence of Developer's diligence, the City shall grant Developer one (1) extension for sixty (60) days upon the Developer's written request, provided that the written request is made to the City prior to the expiration of the applicable Phase. The Developer agrees to inform the City of its intent to seek an extension of the applicable Project Phase when it becomes reasonably apparent that the Developer will request the extension, and use its best efforts to notify in no event later than fifteen (15) days prior to the deadline for the applicable Phase. For any additional extension requests, the City may extend or enlarge the time for the satisfaction of a Phase set forth on the Project Schedule, provided Developer submits the following to the City at least fifteen (15) days prior to the expiration of the then current Phase: (i) a letter agreement executed by the parties agreeing to the extension and establishing a mutually agreed upon extended delivery date for the applicable Phase; and (ii) unless otherwise waived by the City, a certified check executed by the Developer

made payable to the City in an amount of no less than Twenty Thousand and No/100 U.S. Dollars (\$20,000.00) as an immediately forfeitable extension payment, which shall be applied to the Block 1 Project Area Acquisition Cost if the City conveys the Deed (defined below) to the Developer. Any additional extension to be provided shall be for a period of no greater than sixty (60) days. The City agrees, in good faith, to grant the Developer a reasonable extension for the satisfaction of applicable Project Phases for which the Developer needs third party approval, provided that Developer has acted in good faith and exercised reasonable diligence in obtaining the approval, which shall be supported by specifically articulated facts and evidence of Developer's diligence. The City shall reject all extension requests made by the Developer that are not supported by evidence that the Developer took all reasonable steps to secure the third party approvals within a reasonable time prior to a Phase deadline set forth in the Project Schedule and/or used its best efforts to comply with the Project Schedule. No request for extensions shall be withheld for delays which are Permitted Delays (as defined below) or if caused by or reasonably wholly attributable to the City, its agents, employees and/or contractors, all such extensions being without fee, cost or expense to Developer.

4.03 Phase 1: Submission of Project Area Plan/Leasing Plan/Lease/Project Financing.

A. Block 1 Project Area Plan. Developer has heretofore submitted to the City the Developer Response to the RFQ, which includes: (i) the Block 1 Project Area Plan (which shall be supplemented as part of Phase 2 below in connection with the Final Block 1 Project Area Plan); and (ii) a preliminary budget ("Preliminary Project Budget") setting forth estimated items of cost ("Project Costs") and all revenue with respect to the Project. The parties acknowledge and agree that the Block 1 Project Area Plan will be supplemented with a landscaping plan, an elevation survey, a site plan drawn to scale, a parking plan, a general overview of the design and construction standards for the Project, including without limitation the erection of an iconic element (with such documents being subject to supplementation and modification). If supplemented or modified and approved by the City then the current version becomes the controlling plan.

B. Leasing Plan. Within thirty (30) days after the Effective Date of this Agreement, subject to extension as provided in this Agreement. Developer shall deliver and submit to the City a leasing plan for the Project, which shall specifically list retailers or retailer types reasonably acceptable to the BDC and the City ("Leasing Plan"). The City shall review and approve, reject and/or ask for comments on or modifications to the Leasing Plan for all or portions of the Leasing Plan within fifteen (15) days after submission of the Leasing Plan by Developer. Failure of the City to comment on the tenants listed on the Leasing Plan within the aforementioned fifteen (15) day period shall be considered acceptance by the City of the Leasing Plan.

C. Leases. Developer shall, within one hundred and twenty (120) days after the Effective Date of this Agreement, subject to extensions as provided in this Agreement, deliver and submit to the City fully enforceable and binding leases for tenants in conformity with the Leasing Plan for the Block 1 Project Area. The leases provided shall comprise no less than fifty percent (50%) of the leasable square footage of the

Block 1 Project Area (the "Initial Leasing Requirement"). The Parties agree and acknowledge that the Developer shall lease the Block 1 Project Area to tenants engaged in businesses that generate sales taxes and are governed by the Illinois Retailers' Occupation Tax Act, Service Occupation Tax Act, the Service Use Tax Act (if applicable) and the Use Tax Act (if applicable). The City shall have the right to approve or reject the tenants submitted by the Developer (in its reasonable discretion) with such approval or rejection being made by the City in writing to the Developer no later than ten (10) Business Days (defined below) after the receipt of the leases. Failure of the City to reject the tenants within the ten (10) Business Day review period shall be equivalent to the City approving the tenants.

Developer shall include in all leases that the tenant must fixture, equip and open for business for one (1) day or said tenant will be in breach of its lease. Developer shall include in all leases a provision that lessees shall file with the Developer/lessor and the City the Illinois Department of Revenue ST-1 monthly sales tax forms, or any substitute or companion forms regarding the same or similar sales information acceptable to the City in its reasonable discretion, which are filed by such tenant with the State of Illinois, subject to Developer's best efforts with regard to such inclusion and agreement by Developer/lessor and the City to take reasonable steps to keep such information confidential. Developer shall also include a provision in such leases requiring tenants to adhere to design standards for businesses operating in a Berwyn Tax Increment Financing District, as set forth in **Exhibit F** hereto ("TIF Design Standards").

The City and the Developer acknowledge and agree to the following: (i) the Developer shall offer a commercially reasonable lease to the restaurant commonly known as "Mi Tierra" currently operating in the City and owned by Nancy Nunez, Ltd. (a/b/n: Mi Tierra Restaurant- Berwyn); and (ii) with the possible exception of financial institutions, the tenants comprising the Leasing Plan shall be retail in nature and comprised of sales tax generating retail establishments and/or food service establishments.

D. Financing/Equity. Developer, within one hundred and twenty (120) days after the Effective Date of this Agreement, shall deliver and submit to the City in writing a fully enforceable, written commitment for financing, in a form acceptable to the City in its reasonable discretion identifying sources and amounts of financing for the payment of the Project Costs ("Financing Plan"). The Financing Plan shall evidence that the combined equity and financing of the Developer shall be no less than one hundred percent (100%) of the Project Costs. The City shall review and approve or reject the Financing Plan no later than ten (10) business days after submission of the Financing Plan, stating specific reasons why the rejection was made, if applicable. Failure of the City to reject the Financing Plan within the ten (10) business day review period shall be deemed accepted. Amounts not covered by the Financing Plan shall be a part of the Developer's equity in the Project. Developer shall submit the equity plan for the Project which demonstrates that funds are readily available, dedicated and reserved for the Project. The purpose of the Financing Plan is to establish and evidence to the City that the Developer has sufficient sources of funding available to it to enable the Developer to acquire, construct, develop and complete the Project. Developer shall notify the City of any intention to

amend the Financing Plan. Any amendment or change to the Financing Plan will be minimally the equivalent of the original plan in its ability to finance the non-equity components of the acquisition, construction and Completion (defined below) of the Project and shall be approved in writing by the City. The City agrees to consider in good faith the Project's Leasing Plan, the Initial Leasing Requirement to include individual leases, the Financing Plan, the Pro Forma and/or the revised Pro Forma, the Land Plan, and the Architectural Plan. In the event the City rejects or requests modifications or comments to the Leasing Plan, the Initial Leasing Requirement, the Financing Plan, the Pro Forma and/or the revised Pro Forma, the Land Plan, or Architectural Plan, the Developer shall have the right to modify and resubmit a revised version of the same to the City within ten (10) days or the parties can elect to terminate this Agreement. Any rejection, request for modifications or comments shall provide specific reasons for the same in sufficient detail to permit Developer to reasonably respond to and correct the same. In the event the Developer submits a revised Leasing Plan, the Initial Leasing Requirement, the Financing Plan, the Pro Forma and/or the revised Pro Forma, Land Plan, or Architectural Plan, the City shall review and accept or reject the same with ten (10) days. If the revised Leasing Plan, the Initial Leasing Requirement, the Financing Plan, the Pro Forma and/or the revised Pro Forma, Land Plan, or Architectural Plan is not accepted by the City, this Agreement may be terminated.

4.04 Phases 2, 3 and 4: Governmental Approvals/Acquisition/Construction of the Project. Developer covenants to construct the On-Site Improvements with regard to the Project and other aspects of the Project as follows:

A. Phase 2: Project Approvals. Developer, at its sole cost and expense, shall apply for, commence and prosecute all necessary applications for governmental and quasi-governmental approvals for the Project (including, without limitation, those for site plan approval, land use controls and infrastructure improvements) in accordance with the Block 1 Project Area Plan ("Project Approvals") in similar form to the documents submitted. Upon receipt of all such Project Approvals, the plans and specifications upon which such approvals are granted, which shall be in substantial compliance with the Block 1 Project Area Plan, shall be the "Final Block 1 Project Area Plan". The Final Block 1 Project Area Plan shall contain a landscaping plan, an elevation plan, a site plan for the Block 1 Project Area drawn to scale, the architectural specifications of the Project, a parking plan and a depiction of proposed development for the Block 1 Project Area, including the depiction of an iconic element sited in the Block 1 Project Area. In the event the City is required to consent to applications for any Project Approvals, the City agrees to provide such consent, in accordance with the laws of the City, provided that neither the City nor the BDC shall bear any costs for any consent so provided. The City's consent to the Project Approvals shall not be read as an obligation or a guarantee of approval of the same. Notwithstanding the foregoing, the City shall not consent to any application for any Project Approval that fails to meet the TIF Design Standards. Developer shall apply for all Project Approvals as soon as possible, but in no event later than one hundred and fifty (150) days after the Effective Date, subject to the extension as set forth in this Agreement. All Project Approvals shall be fully completed upon submission and completed to the best of the Developer's ability to satisfy Phase 2. In the

event Developer, despite its best efforts and not seeking variances, does not obtain the Governmental Approvals, Developer may terminate this Agreement. Developer shall have secured leases for eighty percent (80%) of the total leasable square footage of the Block 1 Project Area with the same review of the City. The remaining twenty percent (20%) of leases shall be valued at the eightieth (80th) percentile of submitted leases. Completion of Phase 2 shall expire no later than one hundred eighty (180) days after the Effective Date, which date may be extended as set forth herein or as mutually agreed to by the parties.

B. Phase 3: Acquisition/Developer Contribution. Upon the satisfaction of Project Phases 1 and 2 and approval by the City of binding leases for at least eighty percent (80%) of the Project, and no later than one hundred and eighty (180) days after the Effective Date unless extended pursuant to the terms of this Agreement, Developer shall acquire the Block 1 Project Area for a purchase price, plus or minus proration and other applicable closing credits, as set forth below (the "Block 1 Project Area Acquisition Cost" or "Block 1 Project Area Acquisition Purchase Price"), in accordance with the provisions of this Agreement, and in particular, Section 6.01 hereof. The Block 1 Project Area Purchase Price shall be finalized pursuant to the terms of the revised Pro Forma and shall minimally provide the Developer a return of 11% as demonstrated by the Pro Forma as the quotient of net operating income, prior to debt service, divided by total Project costs of Developer. The Pro Forma shall be supported by commercially reasonable documentation for all costs and revenue. The remaining twenty percent (20%) of the leases for the Project shall be valued at no less than the eightieth (80th) percentile for the value of commercially reasonable leases. At least fifteen (15) calendar days prior to the Closing Date, the Developer shall submit an updated Pro Forma to the City. The City will have twenty-one (21) calendar days to review and comment on the Pro Forma. If not rejected, the Pro Forma shall be deemed accepted. No later than thirty (30) days after Completion (as defined herein) the Parties shall meet and reconcile the Block 1 Project Area Purchase Price. In the event the Developer incurs actual costs in excess of the costs set forth in the revised Pro Forma in connection with the Remediation Work, after the City's review and acceptance of commercially reasonable documentation evidencing the actual costs incurred for the Remediation Work, which may include estimates, invoices, lien waivers and paid pay orders, the City shall reimburse the Developer for any outstanding amounts within thirty (30) days of said meeting. In the event the Developer expends less on the Remediation Work than is budgeted for in the revised Pro Forma, the Developer shall reimburse the City for any outstanding amounts within thirty (30) days of said meeting. Developer's construction costs shall be in accordance with current regional costs for similar construction activities in accordance with all applicable laws. The minimum purchase price shall not be less than Seven Hundred Fifty Thousand and No/100 U.S. Dollars (\$750,000.00), including all offsets, costs, reimbursements and credits.

C. Phase 4: Covenant to Redevelop, Commence and Complete. For purposes herein, the term "Completion" shall mean and require that Developer shall construct, or cause the construction of, each aspect of the Project for which it is responsible in

substantial accord with the Final Block 1 Project Area Plan at the sole cost and expense of the Developer, credited to Developer in the Pro Forma, and within the time periods specified in the Project Schedule, unless extended as provided in this Agreement, and in full compliance with all applicable laws, rules, regulations and ordinances, subject to (i) the issuance of permits, licenses and approvals for which timely application is made, and (ii) matters beyond the reasonable control of the Developer that materially affect the Completion of Developer's Obligations, including, without limitation, circumstances caused by tenant default and blackout periods, catastrophic weather conditions, proven material shortages which do not have like kind and quality replacements, local labor strikes, local terrorist threats or attacks, local acts of war and/or local civil unrest, acts of God and the like which shall provide the Developer a day for day extension of the applicable deliverable deadline equal to and not exceeding the period of the uncontrollable circumstance (collectively, the "Permitted Delays"). Developer shall achieve Completion of the Project minus tenant improvements as outlined in submitted leases within twelve (12) months after the Closing Date, unless extended as provided in this Agreement. Developer shall notify the City within five (5) days of the Developer becoming aware that an extension due to a Permitted Delay is likely or forthcoming. All extensions must be agreed to and granted by the City in its reasonable discretion.

4.05 Payment of Charges/City Payment. Developer shall pay when due, or if not known to be due, then within a reasonable time thereafter, all Charges (hereinafter defined) arising or incurred from and after the date hereof with respect to the Project. In the event, at any time or times after the Effective Date and prior to Completion, Developer shall fail to pay, bond or insure over the Charges, Developer shall so advise the City thereof in writing, and the City may, without waiving or releasing any obligation or liability of Developer under this Agreement, in its sole discretion, make such payment, or any part thereof, obtain a discharge, bond or insure over, or take any other action with respect thereto which the City deems reasonably advisable or permissible, including, without limitation, no action if not due during the period of any protest period properly invoked by Developer. All sums so paid by the City and any expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Developer to the City within thirty (30) days after written request supported by invoices. As used herein the term "Charges" shall mean all national, federal, state, county, City, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances or non-governmental claims or liens upon and/or relating to the Project which affect any interest of the City in the Block 1 Project Area or Project, and which are not otherwise the obligation of the City.

4.06 Compliance With Laws. All portions of the Project to be constructed and completed by Developer or at the Developer's direction shall be constructed and completed in accordance with the requirements of this Agreement and shall be in material conformity with all applicable laws, statutes, ordinances, rules, regulations, codes and executive orders. Developer shall be governed by and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and TIF Design Standards applicable to the Project as may be in effect from time to time. All improvements shall be constructed and completed in conformity with the TIF Design Standards.

4.07 Developer Meetings and Cooperation.

A. The Developer agrees to meet with and advise representatives of the City and the BDC as to the status of the Project, at times mutually agreeable to the parties, so long as any such meetings are conducted in accordance with all applicable laws of the State of Illinois and the ordinances of the City. In addition to and not a limitation upon the foregoing, the Developer agrees to respond within three (3) days to requests for information it receives from the City (which may be made telephonically, electronically or by those means specifically set forth in this Agreement).

B. The Developer hereby designates Timothy B. Hague as the representative of the Developer, with full power and authority to meet with the designated representatives of the City and the BDC for the purpose of carrying out the provisions of this Agreement.

C. The Developer agrees to reasonably cooperate with the City in connection with the completion of the City Improvements (as hereinafter defined) or other City Obligations, and, if requested by the City, Developer will contract for the construction and completion of the City Improvements and other City Obligations, as applicable, on customary terms and conditions at the City's sole cost and expense.

4.08 Restrictions/Additional Covenants. Developer agrees that with respect to the construction and operation of the Project, neither Developer nor any agents or employees of the Developer shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, disability or sexual orientation in the sale, lease or rental, or in the use or occupancy of the Block 1 Project Area or any improvements located or to be erected thereon, or any part thereof.

4.09 Indemnity. Except with respect to matters that arise out of the existing condition of the Block 1 Project Area or the willful misconduct or negligence of the City, its agents, contractors and/or employees, Developer hereby agrees to indemnify, protect, defend and hold the City harmless from and against any costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered and incurred by the City arising from or in connection with: (i) willful or negligent acts or omissions of the Developer, its agents, representatives, contractors and/or employees; or (ii) material misrepresentations or omissions in this Agreement; or (iii) the failure of Developer to cure or otherwise correct any material misrepresentations or omissions in this Agreement or any other agreement relating hereto; (iv) any violation that occurred during or after the time Developer owned and/or controlled, as applicable, the Block 1 Project Area, to the extent resulting from the acts of Developer and/or Developer's agents, representatives, contractors or employees, of any applicable statute, law, code, rule or regulation for the protection of the environment ("Environmental Violation"), which occurs or is alleged to occur upon the Block 1 Project Area or in connection with the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of Environmental Violation; provided that to the extent that the City is strictly liable or alleged to be strictly liable in respect to the Block 1 Project Area under any such environmental statute as a result of the Environmental Violation,

Developer's obligation to the City under this indemnity shall likewise be without regard to fault on the part of Developer, who will also indemnify the City with respect to any Environmental Violation which results in liability to the City;. The indemnity in subsection (iv) shall not apply to any act or omission resulting in the Environmental Violation which arises from the City's own negligence. For purposes of protection and indemnity in this Section of this Agreement, City shall mean, the City, its Mayor, Clerk, Aldermen, the BDC, its Executive Director, and the experts, attorneys, agents, contractors and/or employees of the City and the BDC.

5. CITY REPRESENTATIONS AND WARRANTIES: The City hereby represents to and for the benefit of Developer, as follows:

5.01 Existence/Authority. The City is a municipal corporation under the laws of the State of Illinois with power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

5.02 Conflict. The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of, or constitute a Default under, any agreement, contract, lease, mortgage, indenture, deed of trust or other instrument to which the City is a party.

5.03 Litigation/Proceedings. There are no actions, suits or proceedings pending, or, to the knowledge of the City, threatened against or affecting the City, at law or in equity, or before any governmental authority, with the exception of potential eminent domain proceedings with regard to portions of the Block 1 Project Area which, if adversely determined, would impair the City's ability to perform its obligations under this Agreement.

5.04 Board Action. All actions of the City required to be taken to authorize execution of this Agreement have been validly and duly taken in accordance with the law and the officers of the City signing this Agreement have been duly authorized to execute this Agreement on behalf of the City.

6. CITY OBLIGATIONS, COVENANTS AND AGREEMENTS: Subject to the terms and provisions of this Agreement, the City shall have the following obligations with respect to the Project:

6.01 Acquisition and Conveyance. Once the revised Pro Forma is mutually agreed upon by the parties, the City will sell the property in the Block 1 Project Area to the Developer at the value detailed in the agreed upon revised Pro Forma. The City has acquired or shall use commercially reasonable efforts to acquire fee simple ownership to the Block 1 Project Area and if successful shall convey the Block 1 Project Area to Developer for the Block 1 Project Area Purchase Price, in the condition and in the manner herein set forth, on or prior to that date which is thirty (30) days after satisfaction of Project Phases 1 and 2 and any conditions precedent to such acquisition provided in this Agreement and in no event later than two hundred forty (240) days after the Effective Date, unless otherwise extended under the terms of this Agreement (the "Closing Date"). In the event that Phases 1, 2, or 3 of the Project have not been materially satisfied and the City has fulfilled each of its obligations hereunder, including acquisition of the

Block 1 Project Area and elects not to extend, then the City shall have the right to terminate this Agreement without further obligation or liability. In the event the City cannot convey the Ryczek Land to the Developer on the Closing Date, Developer, on the Closing Date, shall have the right to terminate this Agreement with no recourse to the City.

The City shall provide the Developer with preliminary title reports for the Block 1 Project Area and any existing studies or other reports in its possession or control relating to the Block 1 Project Area within one hundred twenty (120) days after the Effective Date for all property located within the Block 1 Project Area that is owned by the City as of the Effective Date.

A. Conditions and Agreement for Conveyance. The parties agree that the following shall be conditions and requirements relating to the conveyance and sale by City and acceptance and purchase by Developer of the Block 1 Project Area:

(i) Current Ownership: The parties acknowledge and agree that the City is: (1) not the current fee simple owner of the real property legally described and depicted on **Exhibit G** to this Agreement (the "Ryczek Land"); (2) the plaintiff in case number 2008L50663, a Cook County eminent domain case in which the City is attempting to obtain title to the Ryczek Land; and (3) bound by a lease regarding the properties attached hereto and incorporated herein. The Developer shall have no claim for damages, losses or costs, provided the City fails to obtain title to the Ryczek Land. The City and the Developer agree to meet and reasonably cooperate to modify the Final Block 1 Project Area Plan, excepting the Ryczek Land from the same and to modify the Block 1 Project Area Purchase Price in the event the City fails to obtain title to the Ryczek Land prior to the Closing Date for the Block 1 Project Area. The City shall keep Developer reasonably informed as to the status of case number. 2008L50663.

(ii) Physical Condition: The City is conveying the Block 1 Project Area to the Developer and the Developer is accepting the Block 1 Project Area from the City in an "AS-IS, WHERE-IS; WITH ALL FAULTS" condition with the City providing the Developer no representations or warranties regarding the physical condition of the Block 1 Project Area except as specifically and explicitly set forth herein. Except as otherwise specifically set forth herein, risk of loss regarding the Block 1 Project Area shall lie with the Developer subsequent to the Effective Date.

(iii) Escrow, Closing and Permitted Exceptions: The conveyance of the applicable portions of the Block 1 Project Area hereunder shall be consummated through a "New York Style" deed and money escrow ("Deed and Money Escrow") with Chicago Title and Trust Company ("Escrowee"), on the following terms and conditions and such additional terms and conditions as agreed to between City and Developer in the instructions for the Deed and Money Escrow ("Escrow Instructions").

(iv) For a period of ninety (90) days after the Effective Date, or such later date as mutually agreed to pursuant to the terms in this Agreement (the "Due Diligence Period"), Developer and its agents and representatives shall be entitled to conduct an inspection as to the property located within the Block 1 Project Area, which will include, but shall not be limited to, the rights to enter on the property to perform inspections and tests. If Developer, in its reasonable discretion, determines that the results of any inspection, test, or examination do not meet Developer's criteria for the purchase, financing, redevelopment or operation of the Block 1 Project Area, or that such inspections and/or tests will extend beyond the Due Diligence Period, then Developer shall notify the City that it requests an extension of the Due Diligence Period in accordance with the terms of this Agreement. If the City refused to grant the extension, then Developer may terminate this Agreement with no recourse by dispatching written notice to the City, which notice shall be given not later than the last day of the Due Diligence Period. Upon such termination, the Deposit shall be returned to Developer within a commercially reasonable time. In the event Developer fails to so notify the City prior to the expiration of the Due Diligence Period, Developer's right to terminate this Agreement pursuant to this section shall be waived and become null and void. The Developer may freely waive its rights under this section of this Agreement or shorten the Due Diligence Period in its sole and absolute discretion. Neither Developer, nor any of its agents or representatives, shall damage the Block 1 Project Area or any portion thereof, except for soil borings and testing, which shall not be unduly burdensome to the City, any immaterial damage caused by environmental and other tests undertaken at Developer's direction, all of which shall promptly be repaired by Developer at Developer's sole cost and expense. Developer agrees to indemnify, defend, protect and hold harmless the City from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys' fees, arising out of any act or omission of Developer or its agents and/or representatives, in connection with Developer's due diligence review. The foregoing obligation shall survive the Closing and any termination of this Agreement. To the extent that Developer intends to enter, or have its agents or representatives enter, the Block 1 Project Area, Developer agrees to deliver evidence of liability insurance reasonably acceptable to the City and naming the City as an additional insured during the period of any inspection. Upon the City's receipt of the abovementioned certificate insurance, the Developer shall be permitted to enter the Block 1 Project Area when this Agreement is in full force and effect for the sole purpose of effectuating any of the inspections or testing requirements set forth herein, provided, that the insurance and indemnification provisions set forth herein shall be in full force and effect during Developer's entry onto and testing and inspection of the Block 1 Project Area

B. Fee Simple Title. The City shall convey good and marketable fee simple title to the Block 1 Project Area by recordable special warranty deed or other appropriate instrument mutually acceptable to the parties ("Deed"), free of leasehold, use, license, easement, possessory or ownership interests of such a nature so as to materially affect or disrupt the Developer's intended use of the Block 1 Project Area, subject to the following

("Permitted Exceptions"):

(i) Covenants, restrictions and easements of record reasonably acceptable to Developer and which, in the exclusive, but reasonable opinion of Developer, do not render the Block 1 Project Area, or any portion thereof, unsuitable for the purposes of constructing and operating the Project in accordance with the Final Block 1 Project Area Plan (if there are any objectionable conditions, then Developer shall notify the City in writing of the same, which shall be considered and treated hereunder as a "Defect" as provided below). The Parties acknowledge the Block 1 Project Area is partially vacated and shall evidence the same on title and the same is not a Defect; and

(ii) General real estate taxes for the current or future years after the Closing Date; and

(iii) A deed restriction directing the title of the Block 1 Project Area to revert back to the City in the event the Developer fails to proceed with the Project or otherwise Defaults regarding its obligations pursuant to the terms of this Agreement (the "Deed Restriction").

C. Title Insurance/Survey. The Developer shall contract for and obtain the following, at the sole cost and expense of City:

(i) A commitment for an ALTA Owner's Policy of Title Insurance for the Block 1 Project Area ("Title Commitment"), issued by Chicago Title Insurance Company ("Title Company"), which shall be dated down as of a date not more than thirty (30) days prior to the anticipated date of the delivery and recording of the Deed with respect the Block 1 Project Area, with copies of all documents referenced in Schedule B to such Title Commitment. The Title Commitment shall commit to the issuance of a policy insuring fee simple ownership in the Block 1 Project Area as of the date of the recording of the Deed, with extended coverage over all general exceptions and with affirmative coverage over exclusions relating to creditors' rights, subject only to the Permitted Exceptions, and containing endorsements as shall be reasonably required by Developer ("Policy"). Notwithstanding the foregoing, the Developer shall be responsible for the costs of all endorsements, other than extended coverage. The Policy shall be in the amount of the Block 1 Project Area Purchase Price as agreed to pursuant to the terms of this Agreement.

The City shall bear all costs and charges in connection with the issuance of the Policy, excluding the costs of endorsements other than extended coverage, the costs of any applicable non-exempt transfer taxes and the cost of recording the Deed and any other release or conveyance documents necessary to convey fee simple title to Developer as provided herein. Developer shall bear all costs and charges in connection with endorsements, other than extended coverage, recordation of any security documents for any mortgage financing it obtains and

all costs associated with the establishment and operation of the New York Style Escrow and the cost of recording this Agreement. Except to the extent provided herein to the contrary or otherwise specifically addressed herein, the City and Developer shall share equally all escrow fees and other closing costs charged by Title Company or Escrowee that are customarily divided between a seller and purchaser of real estate.

(ii) The Developer acknowledges the receipt of a currently dated survey of the Block 1 Project Area, prepared and certified to Developer, the City, the Title Company, Developer's lender and such other parties as may be required by Developer by a registered Illinois land surveyor to the applicable standards promulgated by the American Land Title Association and the American College of Surveying and Mapping, 2005 (the "Survey"). The City shall deliver to the Developer at or prior to the Closing Date an "Affidavit of No Change" that certifies the Survey and the Affidavit of No Change to the Developer, the City, the Title Company and the Developer's lender.

(iii) In the event that any matter arises that is not a Permitted Exception due, in whole or in part, to the act or omission of the Developer, otherwise or accepted by Developer, it shall be deemed a Defect and then Developer shall, in its reasonable discretion, have the right to (a) terminate this Agreement, (b) agree to extend the date of the acquisition of the Block 1 Project Area to permit the City additional time to remove or cause the Title Company to insure over such Defect, or (c) if agreed to by the Parties in writing, accept title to the applicable portion of the Block 1 Project Area as it then is, with the right to deduct from the Block 1 Project Area Purchase Price such reasonable amount sufficient to discharge the Defect, which may be removed by the payment of a definite and ascertainable sum of money at Closing (the Developer shall notify the City of its intent to exercise its right to deduct the aforesaid amount prior to the Closing).

D. Prorations. Real estate taxes then due and payable and all such other taxes, assessments, liens and charges of whatever nature which are then due and payable or which shall be due and payable at any time in the future and which affect the Block 1 Project Area and were incurred at or prior to Closing shall be paid in full and removed as a lien or charge against the Block 1 Project Area prior to delivery of the Deed. The City shall extend a credit to Developer as of the date of Closing for all then unpaid general real estate taxes up to and including the date of Closing, calculated on the basis of the last ascertainable tax bill(s) for the Block 1 Project Area. The credit shall be subject to re-proration at such time as the actual tax bill(s) is issued for the Block 1 Project Area, at which time, the City or Developer, as the case may be, shall pay the amount of the over payment or under payment, as applicable, within thirty (30) days after written demand from the other party.

E. Closing Documents.

1. The City shall deliver or cause to be delivered the following

documents to the Escrowee at the time of the Closing:

- (a) the Deed;
- (b) an Affidavit of Title;
- (c) a standard form Bill of Sale conveying from the City to Developer title to any personal property, if any, free and clear of all encumbrances;
- (d) all documentation required by Section 1445 of the Internal Revenue Code of 1986, as amended from time to time, including without limitation, an affidavit from City that it is not a "foreign person" as defined in such Code;
- (e) GAP undertaking; and
- (f) ALTA loan and extended coverage statement, along with utility letters and other items required by the Title Insurer to insure over each of the general exceptions, as contained in the Title Commitment.

2. Developer shall deliver to the Escrowee an ALTA loan and extended coverage statement, GAP undertaking and the net Block 1 Project Area Purchase Price, in cleared funds via wire transfer.

3. The City and Developer shall jointly deposit with Escrowee City, State and County transfer tax declarations, a mutually agreed upon closing statement, as well as all other documents reasonably required to transfer the Block 1 Project Area.

F. Environmental Audit. Developer acknowledges the receipt of a now current Phase I (or higher, if further study is required) environmental audit and report, completed by Civil and Engineering Consultants, Inc. and dated April 11, 2008 (the "Environmental Audit") of the Block 1 Project Area, with a copy thereof delivered and certified to Developer and its financing source and any tenant (as indicated by Developer) by the firm preparing the Environmental Audit. The City is completing a Phase II environmental study. Developer shall have twenty-one (21) days after its receipt to comment on the Phase II Environmental Site Assessment Report and, in the event it is unacceptable to Developer, in its commercially reasonable discretion, terminate this Agreement. Needed Remediation Work is a necessary and approved development cost to be detailed in the revised Pro Forma.

6.02 Redevelopment Incentives/Additional City Costs. In consideration of the undertaking and completing of the Developer Obligations, the City agrees to: (A) vacate and convey, without additional cost to the Developer, the Existing Rights-of-Way as shall be reasonably necessary to permit the construction, use and operation of the Project in accordance

with the Final Block 1 Project Area Plan; and (B) discount the Block 1 Project Area Acquisition Cost to the amount detailed in the mutually agreed upon final Pro Forma.

6.03 City's Assistance/Zoning and Project Approvals. The City hereby agrees to designate representatives to meet with the designated representatives of the Developer for the purpose of planning and defining the obligations to be undertaken for implementing the construction and completion of the Project and to obtain necessary Project Approvals. The City agrees to consent to the Developer filing an application for all required Project Approvals, including those prosecuted with the Illinois Department of Transportation, Cook County Highway Department, and applicable sanitary, sewerage, water and drainage districts or authorities; provided, however, all such applications shall be made in accordance with all applicable laws, codes and procedures and consistent with prior submitted documentation. The City will assist the Developer in securing and obtaining all necessary Project Approvals, and any other consents, permits, licenses, authorizations and easements reasonably necessary or required for the development and construction of the Project. The Developer shall make all necessary applications to secure land use modifications for the Developer's intended use of the Block 1 Project Area and the City agrees to consent to the same, provided they are consistent with Developer's Response to the RFQ and the Block 1 Project Area Plan. As stated above, neither the City nor the BDC shall incur or be responsible for any costs or expenses for any Project Approvals so applied for pursuant to the terms of this Agreement.

6.04 Certificate of Completion. After completion of the construction of the Project in accordance with this Agreement and leases for the project, the City shall furnish Developer with an appropriate instrument so certifying such Completion ("Certificate of Completion"). The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer, but shall not limit any of the Developer's Obligations not related to the construction of the Project, including, without limitation those related to the indemnification of the City by the Developer. The Certificate of Completion shall be in such form as will enable it to be recorded with the Cook County Recorder's Office. The City shall respond to a written request for a Certificate of Completion within thirty (30) days after the City's receipt thereof, either with the issuance of a Certificate of Completion or with a written statement indicating in adequate detail how Developer has failed to complete the construction in conformity with this Agreement, and what measures or acts will be necessary, in the reasonable opinion of the City, to take or perform in order to obtain the Certificate of Completion. If the City requires such additional measures or acts to assure compliance, a written request for a Certificate of Completion shall be resubmitted by the Developer to the City upon compliance with the City's response, given as provided above.

6.05 Utility Connections. The City hereby agrees to permit the connection of all water lines, sanitary and storm sewer lines constructed or to be constructed for the Project located within the Block 1 Project Area or City utility lines existing or constructed at and around the perimeter of the Block 1 Project Area, as allowable development costs in the Pro Forma; provided that Developer complies with all requirements of general applicability promulgated by the City for such connections.

6.06 Signs. The City agrees to permit Developer to construct, install and maintain signs in and around the Block 1 Project Area for itself, its lenders and contractors, as applicable provided that the same is completed and approved in accordance with all applicable federal, state and local laws regarding the same, including, without limitation the Codified Ordinances of Berwyn.

6.07 Indemnity. The City shall indemnify and hold harmless the Developer from any and all costs, expenses, cause of action, liabilities or judgments as may result from or arise out of: the willful or negligent acts of the City, its aldermen, agents, contractors and employees.

6.08 Mortgagees. Subsequent to the Developer's full satisfaction of all aspects of Phase 3 of the Project, as reasonably determined by the City and the BDC, Developer may collaterally assign its rights and interests hereunder to and for the benefit of any lender from time to time providing financing for all or any portion of the Project, with the prior written consent of the City, which shall not be unreasonably withheld, as collateral security for the repayment of such financing. Notwithstanding any of the provisions of this Agreement, the holder of any mortgage who obtains title to the Block 1 Project Area or any part thereof as a result of foreclosure proceedings, deed in lieu thereof, or otherwise as a result of a realization upon the interests of the Developer serving as collateral security for debt relating to the Project, shall in no way be obligated by the provisions of this Agreement to construct or complete all or any portion of the Project; provided, however, that such lender may elect to thereafter perform the covenants and agreements of the Developer hereunder, free and clear of the Defaults of the Developer. In the event of an election to perform, such lender shall thereafter be subject to the covenants and agreements hereunder with respect to its performance hereunder. The Developer shall be prohibited from assigning its rights and interests hereunder to and for the benefit of any lender prior to its successful completion of Phase 2 of the Project as determined by the City in its reasonable discretion. The City shall be provided any and all documentation for mortgages and liens on property until the certification of completion is delivered by the City.

7. BLOCKS 2 AND 3 PROJECT AREA EXPANSION. The Parties agree that the City intends for the Blocks 2 and 3 Project Area to develop consistent with the Block 1 Project Area, with TIF Design Standards and as a restaurant or retail development between ten thousand (10,000) and twenty thousand (20,000) square feet. The Parties acknowledge and agree that in the event Developer completes the Project for the Block 1 Project Area, the City in good faith agrees to work with the Developer to address the feasibility of a redevelopment plan for the Blocks 2 and 3 Project Area, in furtherance of the City's goals to serve the needs of the City, arrest physical decay and decline in the vicinity, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the City. To facilitate the Developer's efforts and to provide incentives to do so, the City has designated the Developer to assist in the planning, acquisition and redevelopment process for the Blocks 2 and 3 Project Area, which will permit Developer to approach owners and tenants within the Blocks 2 and 3 Project Area as well as prospective users to discuss acquisition, relocation and other opportunities for redevelopment. The City and Developer acknowledge and agree that no plan has been approved or is pending for the redevelopment of the Blocks 2 and 3 Project Area and that the overall feasibility of such redevelopment will depend in large part on the costs of acquisition of the underlying real estate and the contract to be negotiated.

In the event that the City establishes a Redevelopment Project Area under the Act that encompasses Blocks 2 and 3 Project Area, the City shall reimburse itself and/or the Developer for the Redevelopment Project Costs in accordance with the provisions of the Act or any other applicable laws, provided that such reimbursements are lawfully permitted and practically available. The City may reimburse third parties for Redevelopment Project Costs subject to the provisions of the Act, the redevelopment plan for the Redevelopment Project Area, and any related redevelopment agreements made between the City and third parties.

8. PERFORMANCE/DEFAULT/TERMINATION:

8.01. Time of the Essence. Time is of the essence of this Agreement.

8.02 Failure to Perform/Default. Upon a failure of either party in the performance of their respective obligations hereunder (a "Default"), either of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained or may be awarded damages for failure of performance or both. Before any failure of any party to this Agreement to perform its obligations hereunder shall be deemed to be a Default hereunder, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of such perceived failure and shall demand performance. No Default shall be deemed to have occurred hereunder if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

8.03 Delay. For the purposes of any of the provisions of this Agreement, neither the City or Developer, as the case may be, nor any successor in interest, shall be considered in Default in its obligations under this Agreement in the event of any delay in the nature of a "Permitted Delay". Provided, however, that the party seeking the benefit of the provisions of this Section 8.03 shall have, within ten (10) days after the beginning of any such Permitted Delay, advised the other party in writing of such delay and of the cause or causes thereof, and requested an extension for the period of the Permitted Delay.

8.04 No Waiver by Delay. Any delay by the City in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City and the Developer should still hope to otherwise resolve the problems created by any Default involved). No waiver in fact made by the City with respect to any specific Default by Developer should be considered or treated as a waiver of the rights of the City with respect to any other Defaults by Developer or with respect to the particular Default except to the extent specifically waived in writing. No waiver in fact made by the Developer with respect to any specific Default by City should be considered or treated as a waiver of the rights of the Developer with respect to any other Defaults by City or with respect to the particular Default except to the extent specifically waived in writing.

8.05 Defaults by Developer. The occurrence of any one of the following shall constitute a Default by the Developer under this Agreement:

A. Developer cannot avail itself of a cure regarding any payments made hereunder including, without limitation, payment of Project Area costs. A Default of any material term, condition or provision contained in this Agreement, which would materially and adversely impair the ability of the Developer to perform the Developer's obligations hereunder, and the failure to cure such Default within thirty (30) days after City's written notice of such Default or in the time and manner as may otherwise be provided herein or therein as applicable; provided, however, that if such Default is not capable of being cured within such thirty (30) day period, and Developer has commenced cure and the additional time for curing such Default will not create additional material adverse consequences, then the period within which to cure such Default shall be extended for a reasonable period necessary to effect such cure.

B. A representation or warranty of the Developer contained herein is not true and correct in material respects when made and which would have a material and adverse affect on the Project cannot be corrected within a period of thirty (30) days after written notice to the Developer by the City provided the City is not harmed by the inaccuracy, in which event the cure shall be immediate;

C. If the Developer: (1) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (2) is finally adjudicated a bankrupt; or (3) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (4) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (5) applies to a court for the appointment of a receiver for all or a substantial portion of its assets; or (6) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within ninety (90) days after his appointment or the Developer has not bonded against such receivership or appointment; or (7) has a petition described in (3) filed against the Developer and remains undismissed for a period of one hundred eighty (180) days.

Except as otherwise provided in this Agreement, upon an occurrence and continuation of a Default by the Developer, which is not cured within applicable cure periods as hereinabove set forth, the City shall, at its election, be relieved of any and all of its then unperformed obligations to Developer arising pursuant to this Agreement, and such obligations on the part of the City to Developer shall be immediately cancelled and without any force or effect, and the City may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation, undertaking, covenant or agreement of the Developer set forth in this Agreement. In addition to the foregoing, the Developer shall forfeit the Deposit. If Default occurs after land transfer from the City to Developer, the Developer shall have the right to either (i) pay the sum of Thirty-Two Thousand Five Hundred and No/100 U.S. Dollars (\$32,500.00) monthly, in advance of an anticipated Default ("Delay Penalty"), in which event the City shall not exercise any additional remedies against the Developer; or (ii) re-convey the Block 1 Project Area to City ("Reconveyance Right"). The parties agree that the Delay Penalty is

a reasonable and non-punitive sum and is a fair estimate of the decreased revenue to the City due to the late delivery of the Project to the City by Developer. If no election is made by Developer within ten (10) days after the City gives written notice, then the City shall have the right to an immediate reconveyance of the Block 1 Project Area ("Reversion"). In the event a party exercises its Reconveyance Right or Reversion, the City shall repay any existing mortgage debt on the Block 1 Project Area in exchange for and as a condition of such conveyance. In the event the Developer Defaults and does not elect to make a Delay Penalty, the City may remarket the Block 1 Project Area to other viable developers.

8.06 Defaults by City. In the event that the City is unable to perform its obligations and duties under this Agreement at the time and in the manner herein prescribed, or if the City is in Default under this Agreement after expiration of its applicable sixty (60) day cure period, Developer shall be entitled to a return of the Deposit and to pursue any and all actions, whether at law or at equity.

8.07 Termination. In the event that Phases 1, 2, or 3 of the Project have not been materially satisfied on or prior to the applicable dates for such satisfaction as set forth herein, subject to extensions as permitted in the Agreement, the City shall have the right to terminate this Agreement.

In the event that this Agreement is terminated at any time by the City and no Default shall exist, this Agreement shall terminate and City shall disburse the Deposit to Developer, provided that the termination occurs prior to the commencement of Phase 4 or the Developer can evidence that the City's failure to accept the Leasing Plan, the Initial Leasing Requirement, the Financing Plan, the Pro Forma and the revised Pro Forma, Land Plan or Architecture was unreasonable. In this instance, the City agrees to reimburse Developer for reasonable costs for site plan work, architectural drawings, and/or blueprints no later than thirty (30) days after: (1) delivery of the aforementioned documents by Developer to the City with a certified invoice supported by lien waivers; and (2) mutually acceptable lien waivers from the Pro Forma for the documentation.

The Developer acknowledges: (A) that it has an affirmative obligation to complete the Project in accordance with the Project Schedule and the mutually agreed upon Final Block 1 Project Area Plan; and (B) that the City, in its reasonable discretion, may terminate, extend, and/or seek delay penalties subject to the terms herein this Agreement and retain the Deposit if the Developer is in Default, fails to comply with the Project Block 1 Project Area Plan, Project Schedule or otherwise fails to take reasonable and timely steps to fulfill its obligations under this Agreement.

9. INSURANCE:

9.01 Construction. The Developer agrees that during such periods that the Developer is constructing improvements on the Block 1 Project Area, which includes constructing the City Improvements ("Developer Improvements"), the Developer will cause the same to be insured at no expense to the City, in a standard commercial construction policy, against loss or damage by

fire, windstorm, hail, explosion, riot and civil commotion, damage from aircraft and vehicles and smoke damage, and such other risks as are from time to time included in "extended coverage" endorsements (including during construction thereof builder's risk insurance) in an amount and form so that the proceeds are sufficient to provide for actual replacement of the Developer Improvements. Said insurance policies of the Developer shall provide for waivers of subrogation. The Developer shall name the City and its Mayor, Clerk, Aldermen, the BDC, its Executive Director, and the experts, attorneys, agents, contractors and/or employees of the City and the BDC as additional named insureds on any insurance policy procured pursuant to the terms of this Agreement.

9.02 Liability. In addition, the Developer shall at its own expense, maintain or cause to be maintained general public liability insurance against claims for personal injury or death and property damage occurring upon, in or about the Project, such insurance in each case to afford protection to the limit of not less than \$2,000,000 in respect of injury or death to one or more persons arising out of any one occurrence, and such insurance against property damage to afford protection to the limit of not less than \$1,000,000 in respect of any instances of property damage and umbrella coverage of not less than \$5,000,000. The Developer shall have the City named as an additional insured on its general public liability insurance policy and shall deliver or cause to be delivered to the City a current certificate of insurance in the required amounts, identifying the City as an additional insured on the face of said certificate. The Developer shall provide the City with notice and a new certificate of insurance immediately if any change in insurance or insurance coverage occurs during the term of this Agreement.

10. MISCELLANEOUS:

10.01 Term of Agreement/Recording/Covenants Running With Land. The term of this Agreement shall commence as of the Effective Date after approval by the City and shall terminate once all of the obligations of the parties hereto have been fully performed, or upon a Default of any material provision hereof by either party hereto, which is not cured in accordance herewith. The parties agree to execute and deliver the original of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records, and the parties hereto acknowledge that a memorandum of this Agreement, may be recorded with the Cook County Recorder to evidence the obligations and covenants contained herein, each of which shall, upon such recording, run with and bind the applicable portions of the Block 1 Project Area until such time as this Agreement has been terminated as provided above, or by written instrument executed by all parties hereto. Except to the extent expressly limited herein, either party hereto shall have the right to avail itself of any equitable or legal right or remedy to enforce the provisions hereof. Any recorded instrument hereunder shall be deemed released in the event the parties mutually terminate this Agreement, the Block 1 Project Area reverts back to the City or the Developer is otherwise found in Default under the terms of this Agreement, including by its failure to abide by the Project Schedule, subject to extensions as permitted in the Agreement, in which event the parties hereto agree to and shall record a release with the Cook County Recorder of Deeds. A Memorandum of Agreement shall be released in the event of the City's termination of this Agreement or reversion of the Block 1 Project Area.

10.02 Amendment. This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties and by the adoption of an ordinance or resolution of the

City approving said amendment, as provided by law and by the execution of said amendment by the parties or their successors in interest.

10.03 No Other Agreements. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof, and, together with the exhibits, represents the full integration of the agreement of the parties. The Parties acknowledge and agree that some Exhibits will be supplemented and modified and agree to integrate such mutually acceptable modifications and amendments in good faith into this Agreement. The Parties agree to provide mutually acceptable documents as part of the Pro Forma. The Exhibits attached hereto shall be controlling documents for construction parameters.

10.04 Consent. Except as otherwise provided in this Agreement, whenever the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

10.05 Conflict of Interest/Limitation of Liability. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to Developer or any successor in interest in the event of any Default or breach by the City or for any amount which may become due to Developer or successor on any obligation under the terms of this Agreement.

10.06 Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

10.07 Limited Applicability of City's Approval; Police Power. Any approvals made by the City with regard to the Project are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by the City pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Project. Nothing herein waives the right of the City to exercise any police power function normally attributed to a municipality. All approvals hereunder are by the City and subject to the advice and consent of its consultants, contractors, accountants, advisors and attorneys. Consideration of or consent to a request of Developer does not mean approval but shall require the City's good faith consideration of the same.

10.08 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

10.09 Disclaimer. Nothing contained in this Agreement, or any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third

party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

10.10 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be in writing and shall be sufficiently given on (A) the third "Business Day" (defined as Monday through Friday, excluding Saturday, Sunday and all nationally and Illinois recognized holidays) following the day on which the same shall have been mailed by registered or certified mail, postage and fees prepaid, return receipt requested, or (B) the date of delivery if sent by nationally recognized overnight courier, or (C) when received if received on a Business Day, otherwise on the day of receipt, if sent by direct messenger, facsimile or electronic mail, and in all cases addressed as follows:

If to City: CITY OF BERWYN
6700 26th Street
Berwyn, Illinois 60402
Attention: Mayor Robert J. Lovero

With copies to: BERWYN DEVELOPMENT CORPORATION
3322 S. Oak Park Avenue
Berwyn, Illinois 60402
Attention: Office of the Executive Director

DEL GALDO LAW GROUP LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Attention: Michael Thomas Del Galdo
 James Michael Vasselli

If to Developer: BERWYN GATEWAY PARTNERS LLC
c/o Keystone Ventures LLC
418 Clinton Place
River Forest, Illinois 60305
Attention: Mr. Timothy B. Hague

With a copy to: MELTZER, PURTILL & STELLE, LLC
300 S. Wacker Drive
Suite 3500
Chicago, Illinois 60606
Attention: William J. Mitchell

The parties, by notice given hereunder, may designate any further or different address to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

10.11 Governing Law; Limitation of Liability; Limitation of Funds Available. The provisions of this Agreement shall be governed by the laws of the State of Illinois. Nothing in this Agreement shall waive any governmental immunity protections available to the City or the

BDC. Any and all payments to be made hereunder by the City shall not be general obligations of the City.

10.12 Paragraph; Headings. The paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

10.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, when taken together, shall constitute a single agreement.

10.14 Broker's Fees. The Developer and the City each represent to the other that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Block 1 Project Area, and each agrees to hold the other harmless from such commissions or fees as are alleged to be due from the party making such representations.

10.15 Successors and Assignees; Assignment. The terms, conditions, covenants and restrictions of this Agreement shall extend and apply to and bind the successors and assignees of the City and the successors and assigns of Developer. Notwithstanding any other provisions of this Agreement, the Developer shall not be permitted to assign this Agreement (in whole or in part) without the express written consent of the City, which may be granted or withheld in its reasonable discretion.

10.16 Severability. If any provision of the Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein, and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

10.17 Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to, nor shall they be merged, by reason of any deed transferring title to any portion of the Block 1 Project Area from the City to the Developer or any successor in interest, and said deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

10.18 Reversion; Deed Restriction. The parties agree that the Block 1 Project Area shall revert to the City in the event the Developer Defaults after acquiring title to the same. Such Default shall include, but not being limited to, the Developer failing to adhere to the Project Schedule, subject to extensions as permitted in the Agreement, and/or use its best efforts to diligently complete the Project. The parties shall, at or prior to the Closing, execute a mutually agreeable Deed Restriction. Minimally, the Deed Restriction shall contain terms that the Block 1 Project Area will revert to the City in the event the Developer fails to comply with the Project Schedule and diligently proceeds with the Completion of the Project. Upon reversion, the City shall be permitted to use its best efforts to market the Block 1 Project Area. The City shall use its reasonable discretion in determining if the Developer failed to comply with the terms of this

Agreement. The Deed Restriction (and right of reversion contained therein) shall expire and be removed of record upon the City issuing certificates of occupancy for the use of eighty percent (80%) of the completed Block 1 Project Area.

10.19 Final Leasing and Tenant Occupancy. The City shall maintain reasonable tenant selection rights as detailed herein though 100% tenant occupancy. If the center is not 100% occupied within six (6) months of Developer completing construction, subject to extensions as permitted in the Agreement, then City has the ability to place credit tenants similar to tenant standards detailed herein which are at lease rates equal to the sixtieth (60th) percentile of current leases within the development subject to terms and conditions that do not violate any existing leases.

10.20 Audit Rights. The City shall maintain reasonable audit rights of the Developer's books and records. The Developer shall maintain all books and records relative to this Project for a period of no less than seven (7) years from the Effective Date hereof.

10.21 Days. All days, except where specifically set forth herein shall be read as calendar days. In the event that a deadline set forth herein falls on a Saturday, Sunday or an Illinois or nationally recognized holiday, the deadline shall be extend to the following Business Day.

[signature page to follow]

THIS AGREEMENT is made and delivered as of the date first above written.

DEVELOPER:

BERWYN GATEWAY PARTNERS LLC, an
Illinois limited liability company

By: _____,
Its Manager

By: _____
Its: _____

CITY:

CITY OF BERWYN, an Illinois municipal
corporation

ATTEST:

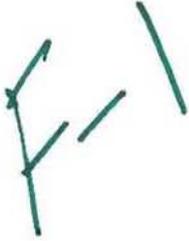
By: _____
Hon. Robert J. Lovero, Mayor

By: _____
City Clerk



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

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

September 28, 2010

Ladies and Gentlemen
Of the Berwyn City Council

Re: Resolution to Recognize and Congratulate Cook County
Department of Homeland Security and Emergency Management

Ladies and Gentlemen:

Please join me in the adoption of the enclosed Resolution, which acknowledges the efforts and accomplishments of the above Cook County Department.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. J. Lovero'.

Robert J. Lovero
Mayor

THE CITY OF BERWYN
THE CITY OF BERWYN, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION OF THE CITY OF BERWYN, COOK COUNTY,
ILLINOIS RECOGNIZING AN EXEMPLARY WORK OF THE COOK
COUNTY DEPARTMENT OF HOMELAND SECURITY AND
EMERGENCY MANAGEMENT**

**ROBERT J. LOVERO, Mayor
THOMAS J. PAVLIK, Clerk
JOSEPH M. KROC, Treasurer**

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

Aldermen

RESOLUTION

WHEREAS, on July 23, 2010 the Cook County Department of Homeland Security & Emergency Management (DHSEM) prepared for and responded to Cook County Villages and Municipalities who required County assistance for the severe storms and flooding that occurred; and

WHEREAS, DHSEM opened its Emergency Operations Center (EOC) at the Cook County Command Communications Center (C-5) to coordinate resources under the direction of executive director David R. Ramos, Sr. with the operations of the Cook County Highway department, the Bureau of Information Technology, the Forest Preserves, Forest Preserve Police department, Public Health, and the Sheriff office; and

WHEREAS, the President and Chief Executive Officer of the Mutual Aid Box Alarm System, the Community Liaison for the American Red Cross, and the Director of Emergency Disaster Services from the Salvation Army of Greater Chicago supplied their expertise to support the Cook County DHSEM and the family members affected by the severe storms; and

WHEREAS, DHSEM coordinated outside agencies to provide operational assistance and professional counseling services to assist the many residents with food and sheltering through the American Red Cross, and the Salvation Army; and

WHEREAS, Cook County Board President Todd H. Stroger declared Cook County a disaster area on July 27, 2010 after receiving 24 declarations from suburban municipalities through DHSEM declaring themselves a state of emergency; and

WHEREAS, the role of the Department of Homeland Security & Emergency Management played in assisting the operations process was positively acknowledged by Illinois Senator Richard Durbin, Illinois Governor Patrick Quinn, Congressman Danny K. Davis, and over 20 Municipal Mayors, Village Presidents, and Managers; and

NOW, THEREFORE, BE ITS RESOLVED, that I, Robert J. Lovero, Mayor of the City of Berwyn do hereby recognize and congratulate executive director David R. Ramos, Sr. the Cook County department heads, outside partners, and all employees involved with the operations for the July 23, 24, 2010 severe flooding for a job well done.

Entered upon the records of the City of Berwyn, this 28th day of September, 2010.

Robert J. Lovero – Mayor

Thomas Pavlik – City Clerk

The City of Berwyn



Robert J. Lovero
Mayor

Y-2

A Century of Progress with Pride

September 28, 2010

Ladies and Gentlemen
Of The Berwyn City Council

Re: Appointment of the Director of the City of Berwyn Emergency
Management and Homeland Security Agency

Ladies and Gentlemen:

Please concur in my appointment of City of Berwyn Firefighter Engineer John Novacek, as the Director of Berwyn Emergency Management and Homeland Security Agency.

John will be responsible for the appointment of other Agency members pursuant to our Ordinance.

Respectfully Submitted,

Robert J. Lovero
Mayor



4-3

A Century of Progress with Pride

Proclamation

WHEREAS, the City of Berwyn, School District 98, School District 100 and School District 201 place the safety and well being of children as their utmost concern; and

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children, and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS, driving students to school by private vehicle contributes to traffic congestion on our streets in and around our schools and contributes to air pollution; and

WHEREAS, the City of Berwyn recognizes the important role for parents and caregivers for teaching children about pedestrian safety and making children aware of the difficulties and dangers posed by congested streets, and making children aware of the dangers to their health caused by air pollution and effects of inactivity to their well being; and

WHEREAS, the City of Berwyn, in partnership with parents, seeks to save and protect children by taking steps to make pedestrian safety a priority; and

WHEREAS, children, parents and community leaders around the world are joining together to walk to school in support for safer routes to school, safer streets for pedestrians, and cleaner air in our communities.

NOW THEREFORE, BE IT RESOLVED that I Robert J. Lovero, Mayor of Berwyn, proclaim October 6, 2010, "International Walk to School Day" in Berwyn, IL and encourage everyone to consider the safety and health of children today and everyday.

Entered upon the records of the City of Berwyn this 28th day of September 2010.


Robert J. Lovero - Mayor


Thomas Pavlik - City Clerk



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

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

The City of Berwyn

A Century of Progress with Pride

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

Date: September 23, 2010

To: Mayor and City Council

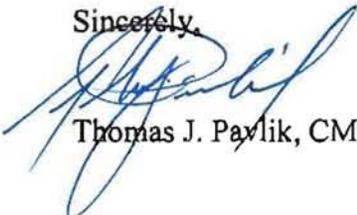
From: Tom Pavlik, City Clerk

Re: Approval of Closed COW Minutes of 7/27, 8/10, 8/24, 2010

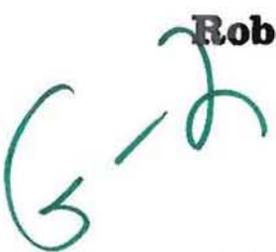
Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of July 27th, August 10th and 24th, 2010 as reviewed in Closed Session on September 14, 2010.

Sincerely,



Thomas J. Pavlik, CMC


Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

The City of

A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2875
www.berwyn-il.gov

September 22, 2010

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Correspondence from U.S. Census Bureau 2010 Census Recognition

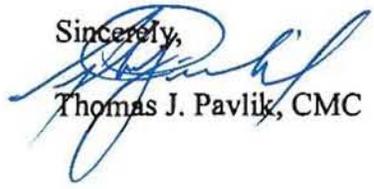
Ladies and Gentlemen,

Attached is a correspondence from the U. S. Census Bureau in recognition and appreciation of the City of Berwyn's Complete Count Committee for their participation and efforts with the 2010 U.S. Census. My office as also received a plaque in appreciation for Berwyn's Complete Count Committee support in raising awareness of and inspiring participation in the 2010 Census.

A little over two years ago, the City of Berwyn was asked to participate and form a Complete Count Committee headed by Robert E. Dwan. At this time I ask the Mayor and City Council to recognize the following members of the Complete Count Committee who helped Berwyn make the Chicago Region #1 in the nation with a 78% participation rate.

Robert E Dwan, Chairman
Thomas J. Pavlik, City of Berwyn/Township Clerk
Joseph Kroc, City of Berwyn Treasurer
Margret Paul, 3rd Ward Alderman
Rafael Avila, 7th Ward Alderman
Brian Pabst, City of Berwyn Administrator
Tammy Clausen, City of Berwyn Library Director
Art Lefebvre, City of Berwyn CDBG Dept.
Jeff Janda, Berwyn Park District
Joseph Vallez, North Berwyn Park District
Joseph Keating, Dist. 201 (and member of the 2000 Complete Count Committee)
James Haptonstahl, Seguin Services
Sarah Saenz, Solutions for Care
Sandi Radke, Berwyn Resident
Noel Staubus, Berwyn Resident
Nina Nowaczyk, Census Partner

Sincerely,


Thomas J. Pavlik, CMC



UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau
Regional Census Center
CHICAGO, IL 60661-4555

September 8, 2010

Dear Census 2010 Partner and Supporter:

Little more than two years ago, a few of us, *together*, embarked on one of the most important endeavors that the nation undertakes only once every decade—the Decennial Census. Many others joined our program along the way in a grassroots community mobilization. Now with the final phases of the 2010 Census in sight, I am pleased to present to you a token of appreciation for all the hard work that you and your Complete Count Committee has conducted. Your efforts placed the Chicago Region number one in the nation with a 78% participation rate. The national participation rate is 74%.

The *Be Counted* spirit that we ushered in with the Decennial Census continues to this day. Communities are still at work marshalling resources to meet community needs. As always, the Decennial Census will play a pivotal role in supporting communities by providing demographic, economic, housing and other population data.

On behalf of the U.S. Census Bureau, I want to express my thanks to you and to all of our regional partners, Complete Count Committee members, supporters and friends. Your efforts have helped to define the spirit of the 2010 Census and reveal the diverse portrait of our great nation.

Thank you again for a job well done!

Sincerely,

Stanley D. Moore
Regional Director



UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau
Regional Census Center
CHICAGO, IL 60661-4555

September 2010

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The *Be Counted* spirit that we ushered in with the Decennial Census continues to this day. Communities are still at work marshalling resources to meet community needs. As always, the Decennial Census will play a pivotal role in supporting communities by providing demographic, economic, housing and other demographic data.

On behalf of the U.S. Census Bureau, I want to express my thanks to you and to all of our regional partners, Complete Count Committee members, supporters and friends. Your efforts have helped to define the spirit of the 2010 Census and reveal the diverse portrait of our great nation.

We will be distributing additional newsletters, so that we can include the contributions of other valued partners. In order to keep you current with our progress, please update and send your contact information, including email address to:

U.S. CENSUS BUREAU
ATTN: PARTNERSHIP & DATA SERVICES
1111 W. 22nd ST., SUITE 400
OAK BROOK, IL 60523

Sincerely,

Stanley D. Moore
Regional Director



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

H-1

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 09/28/10

Deferred Communication

Agenda Item H-1 is a Deferred Communication from C C Meeting dated 09/14/10 Item #19

FROM ZONING BOARD OF APPEALS
Re: RESOL & ORD-CAROLINA SANCHEZ-d/b/a LET'S PLAY, INC
6236 W. OGDEN AVE.



THE CITY OF BERWYN, ILLINOIS

Building A New Berwyn

6700 West 26th Street • Berwyn, Illinois 60402-0701

Telephone: (708) 788-2660 • Fax: (708) 788-2675 • www.berwyn-il.gov

ROBERT J. LOVERO, Mayor

August 31, 2010

ITEM NO. 19
DATE SEP 14 2010
DISPOSITION [Signature]

ZONING BOARD OF APPEALS

CHAIRMAN: Joel W. Chrastka

EXECUTIVE SECRETARY: Milton F. Persin

MEMBERS:

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Lance C. Malina

Don Miller

City Clerk-City of Berwyn
6700 W. 26th Street
Berwyn, Illinois 60402

RE: Carolina Sanchez-d/b/a Let's Play, Inc.
6236 W. Ogden Avenue

Dear Mr. Pavlik:

Enclosed is a Resolution and Ordinance pertaining to the above captioned Hearing(s) in which the Berwyn Zoning Board of Appeals recommends approval by the City Council.

Please present to the City Council at your earliest convenience.

Sincerely

[Signature]
Milton F. Persin
Executive Secretary

LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 IN BLOCK 14 IN WHITE AND COLEMAN'S LAVERGNE SUBDIVISION OF BLOCKS 13 TO 28, INCLUSIVE IN CHEVIOTS FIRST DIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

COMMON ADDRESS

6236 W. Ogden Avenue

REQUEST BY APPLICANT

Operate a child day care development center

APPLICANT-(Individually and Collectively)

Carolina Sanchez d/b/a Let's Play, Inc.

DATE OF PUBLIC HEARING

August 17, 2010

DATE OF PUBLIC NOTICE PUBLICATION

July 28th, 2010, Life Newspaper

MEMBERS PRESENT

Messrs: Mailina, Castaldo, Fejt, Miller, Charastka, Persin and Mrs. Hernandez.

WHEREAS, IT IS HEREBY RESOLVED by the **BERWYN ZONING BOARD OF APPEALS**, (the "BOARD"), in a **PUBLIC MEETING** of the **BOARD** on the 17th day of August, in the year 2010, having considered all the facts presented at the Hearing of this matter;

WHEREAS, the APPLICANT has been duly informed that if: (a) the **BOARD** fully or partially approves the request of the **APPLICANT**; OR (b) the **BOARD** has rejected the request of the **APPLICANT**; OR (c) the **BOARD** has made no recommendation to the **CITY COUNCIL**; and the **CITY COUNCIL** wholly or partially approves the request of the **APPLICANT**, the **APPLICANT** must obtain a building permit within **SIX (6) MONTHS** after the date that the **ORDINANCE** is enacted;

The **BOARD** has reached its decision after considering the testimony of the witnesses and the documents presented both prior to and during the Hearing, briefly set forth as follows:

1. Mr. Jeff Fields, Office Manager, and employee at present Cicero location, 6041 W 26th Street, testified on behalf of the applicant, Let's Play, Inc., with the help of Dulce Sanchez, daughter of the main principal owner, Caroline Sanchez, the registered agent of the corporation, and Dulce is an employee at the present location in Cicero, Illinois. The witnesses were told that the Child Day Care business is designated as a Conditional Use in the Zoning Code.

2. Mr. Fields testified that the corporation has signed a contract to purchase the real estate involved in this petition to operate a licensed Child Day Care business which is the same kind of business as is in existence at their Cicero location. The contract is contingent upon approval of their request for a Conditional Use.

3. The Real Estate is improved with a commercial building, which is presently vacant, and the lot is triangular in size, measuring 142.50' at the Ogden Avenue north lot line, 142.22' at the west lot line, 186.75' at the east lot line, and then tapers down to 73.80' at the alley south lot line. The parcel consists of 4 lots, starting at the east lot line with lot 1-measuring 67.50' in width, then lots 2, 3 and 4 all measuring 25 feet in width. The commercial building covers most of the lot except for an 8 foot set back off Ogden Avenue at lots 3 & 4 and an open area covered by a car port roof at the rear of the lots estimated to be in excess of 500 square feet. Previous use of the building was for a patio and furniture business a number of years ago.

4. The building has no basement and there are stairs leading to a Mezzanine area above the first floor level. The first floor and Mezzanine are presently open areas except for a few partitions. The furnace is located at the rear of the building and the air conditioning equipment is located on the roof and on the outside of the building. Presently the main entrance is off Ogden Avenue, and there is an entrance to an office at the Ogden side and another smaller entrance to the building next to it. There is an emergency exit located at the Harvey side near Ogden Avenue, and there are no Fire Sprinklers in the building.

5. The Petitioner intends to occupy the portion of the building on lots 1 & 2, about 1,700 square feet, but may expand into the entire building, including lots 3 & 4, in the future. Plans call for replacing all the heating and air conditioning equipment, generally renovating the premises, partitioning off sections for their business, and changing the

main entrance to the Harvey side of the building near Ogden Avenue, making the Ogden Avenue entrance as the emergency exit, with two more emergency exits. One at the Harvey Avenue side, and the second at the south rear alley lot line.

6. The general plan at the present is to partition off two rooms at the North Ogden Avenue end, the west room for use of 5 year old children and the east room for 3 year old children; then an aisle south of those rooms; a room for 2 year old children south of the aisle; a room for 15 month old children south of that room; a room for infants south of that room; a room for after school children just west of the latter named two rooms; a wash room, storage area, and a kitchen north of the after school room; and an office for the staff just east of the 2 year old children's room. The Mezzanine area will probably consist of more offices for the staff. They intend to use the open area under the car port at the rear alley side of the building for parking and there are about 16 diagonal street parking spaces available on Harvey Avenue, and parking spaces around the corner on Highland Avenue. Their business shall be open seven days a week with extended hours of operation at this location from approximately 5:00 A.M. 12:00 A.M.

7. The Day Care Staff shall initially consist of two Directors; one Sub-Director, who is also qualified as a full Director and used when needed; one Nutritionist, three Teachers; and one Office Manager. Qualifications for a Director requires about 60 credit hours of study in early childhood education and 2 years actual experience and Teachers need 30 hours of credit in Child Care Education and at least one years experience, and all must be licensed and/or approved by the State, have CPR training, and abide by the rules and regulations under the authority of the Department of Children Family Services. Although they will have no medical person on staff, the parents must give them the name of a doctor to call if needed, and they will also call an ambulance and/or 911 for any emergency medical situations. The training and education they will provide is as recommended generally as standard in the child care field of training both from a general and emotional standpoint and will include subjects, and projects to improve their skills, development, and emotional support, commensurate with the age group of the children. The after school group, which range in age anywhere from 5 to 12, are dropped off in the early morning by their parents and the after school children will be transported by school bus or by private vans to their local school, returned to the premises after school, and picked up by their parents as agreed. They will always have a staff on hand regardless of the

hour of the day and night , and how many shall depend on the allowed ratio of Teachers and Directors to the number of children present. They estimate that they will never have more than 30 children after school hours, and cots will be provided for sleeping.

8. There will be no area available on the parcel outside of the building to be used for outdoor activities, so they will take the children to the local parks for exercise and other outdoor activities weather permitting. They will also have exercise routines for the children on the inside of the building when they cannot go outside. The trained Nutritionist shall have the responsibility of providing breakfast, lunch, and later snacks and meals as agreed with the parents, and this will also be in conformity with the rules and regulations of the Berwyn Health Department.

9. Parents will drop off children at Harvey Avenue, which is a one way street going south and also pick them up at that location. The witness stated that they will stagger the times for parents to drop off and pick up the children to avoid any congestion, and no drop off or pick up should last for more than 5 minutes. Maximum number of children on the premises at their present Cicero location is about 60 and they will double that number at this location to about 120. They will continue their business at the Cicero location regardless of the decision in this case. The average cost for a child per week will be around \$60.00 and some parents may qualify for State assistance depending on their income. Children with some limited handicaps will also be accepted. Plans will include adequate outside lighting for security in addition to security cameras at all entrances, and Mr. Fields stated that they have had no problems at their Cicero location that would require the attention of the Police.

10. They will include some landscaping as is available on the parcel of land and will install a sign on the Ogden Avenue side of the building. Both witnesses stated that they will comply with all City of Berwyn Ordinances and Codes, which will include a sprinkler system. (Mr. Fejt, a Berwyn Fireman, informed the witnesses that they will have to install the sprinkler system throughout the entire building, and judging from their reaction, this was not their previous understanding.)

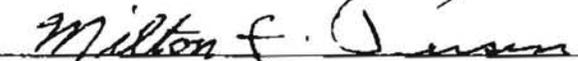
11. Purchase price for the building is \$800,000.00 and the approximate cost for the renovation will be \$325,000.00.

12. Mr. Dominic Castaldo, the Area Investigator, made his inspection of the subject property on Wednesday, August 4th, 2010, in presence of Mrs. Sanchez, her husband, her daughter, Dolce Sanchez, and Mr. Fields, and his written report is incorporated by reference in this resolution. The building is located at the southwest corner of Ogden and Harvey. Applicant wants to purchase the property to operate a licensed Child Care business. The inside of the building will be completely remodeled with separated areas for various groups of children. Children will be dropped off and picked up on Harvey Avenue from traffic on Ogden Avenue. There is residential housing south of the building on Harvey; to the east and west are empty commercial buildings; and on the north side of Ogden is a Gas Station and Repair Shop. Mr. Castaldo talked to some of the people in the area and all were in favor of the Conditional Use. Mr. Castaldo voted in favor of granting the Conditional Use.

13. Messrs: Malina, Miller, Fejt, Chrastka, Persin and Mrs. Hernandez, all agreed with the area investigator and voted in favor of granting the Conditional Use. Although there was some concern about the extended hours, comments were that such a Child Day Care business, with extended hours, will be a great benefit to those parents that work odd hours and at night. The final vote was 7 to 0 in favor of granting a Conditional Use to allow the applicant, Let's Play, Inc., to operate a Child Care business on the subject property, in accordance with the testimony at the hearing, documents presented, and the content of this resolution.

This resolution contains the facts as stated to the Board Members by the witnesses at the hearing on the 17th day of August, 2010.

BERWYN ZONING BOARD OF APPEALS


Milton F. Persin-Executive Secretary

CONDITIONAL USE ORDINANCE # _____

Be it ordained by the City of Berwyn that:

Whereas, the question of granting the Conditional Use included in this ordinance was referred to the Board of Zoning Appeals to hold a Public Hearing thereon;

Whereas, such Public Hearing was held after Public Notice was given in the manner provided by law;

Whereas, the said Board has made a report containing findings of fact, and has recommended the granting of said change in the Conditional Use;

Whereas, the Applicant Carolina Sanchez d/b/a Let's Play, Inc.

Has agreed to adhere to the Building Code of the City of Berwyn, Illinois;

Whereas, the Applicant has agreed that the representations made to the Zoning Board of Appeals and all other matters considered and as decided by the Zoning Board of Appeals shall be binding upon the Applicant and all of her and its _____privles, successors and assigns;

AND WHEREAS, THE FINDINGS AND RECOMMENDATIONS OF THE ZONING BOARD OF APPEALS ARE HEREBY ADOPTED AND MADE A PART HEREOF;

NOW THEREFORE, be it ordained by the City Council of the City of Berwyn, Illinois:

Common address is 6236 W. Ogden Avenue and legally described as follows:

LOTS 1, 2, 3 AND 4 IN BLOCK 14 IN WHITE AND COLEMAN'S LAVERGNE SUBDIVISION OF BLOCKS 13 TO 28, INCLUSIVE IN CHEVIOTS FIRST DIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

A Conditional Use is hereby granted to allow the operation of a Child Care Development business in accordance with the testimony at the hearing; documents presented; and resolution.

This Ordinance shall become and be effective immediately upon its passage, approval and publication in the manner prescribed by law.

Passed this _____ day of _____, _____.

Number Voting Yes: _____ Number Voting No: _____

Absent: _____ Abstain _____

Approved this _____ day of _____, _____.

ATTEST:.

Tom Pavlik- City Clerk

Robert J. Lovero-Mayor



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

The City of Berwyn



Nora Laureto
8th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6408 Fax: (708) 788-2675
www.berwyn-il.gov

September 22, 2010

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

RE: Parking/Commodore Barry Post

Dear Mayor and Members of the City Council:

The above matter was discussed at the Parking and Traffic Committee meeting tonight. In a prior communication I had asked that Nicole Campbell and the Parking and Traffic Committee give an opinion as to the parking problem at Commodore Barry and their request to have the diagonal parking places in the cul-de-sac which they maintain signed for their facility. Nicole Campbell is in agreement to allow the Legion to have signage indicating that the nine diagonal parking spots on the east side of Clinton from Roosevelt to the cul-de-sac street be designated as "Parking for Commodore Barry Patrons". This will still allow the parking here for the use of voting, etc. I have been in communication with Commander Benjamin Pennacchio of The American Legion Commodore Barry Post #256 located at 6919 W. Roosevelt Road and he has agreed that the Post will be responsible for the cost of the signs to be placed and the Post will maintain and clean the parking area. This will be of no cost to the City. It would therefore be my motion to instruct Public Works to fabricate three signs as instructed by Nicole and install them upon completion of the process.

Sincerely,

A handwritten signature in cursive script that reads "Nora Laureto".

Nora Laureto
Alderman 8th Ward
City of Berwyn

The City of Berwyn



Nora Laureto
8th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6408 Fax: (708) 788-2675
www.berwyn-il.gov

September 22, 2010

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

RE: Feral Cat Colony Ordinance

Dear Mayor and Members of the City Council:

Since last summer I have been in communication with the Cmdr. Claudio Paolucci, City of Berwyn Animal Control and Mr. Tom VanWinkle, Executive Director of the Animal Care League in Oak Park regarding the feral cat colony situation we have encountered in Berwyn. It is my understanding that many such colonies do exist even though we may not be aware of many of them. I had a serious health and blight problem due to a feral cat issues in the 8th ward last summer. Thankfully this is now under control.

I have discussed our situation on numerous occasions with different agencies and they are all in agreement that Berwyn should adopt a Feral Cat Ordinance in order to alleviate the problems that can occur when one of these colonies is not being properly taken care of. The Town of Cicero has adopted the Cook County Ordinance. Since we are now using their facility for our Animal Control it would be my motion that we also adopt the Cook County Ordinance to avoid any issues in the future. I am attaching a copy of this ordinance for review. It would be my motion to refer this ordinance to the Legal Department and adopt the Cook County Feral Cat Ordinance for the City of Berwyn as an addition to our Animal Control ordinance currently in place. I know we have a very specific animal ordinance currently in place but this ordinance would specifically address the feral cat issue.

Sincerely,

A handwritten signature in cursive script that reads 'Nora Laureto'.

Nora Laureto
Alderman 8th Ward
City of Berwyn

07-O-72
ORDINANCE

Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT, JOAN PATRICIA MURPHY
AND MIKE QUIGLEY, COUNTY COMMISSIONERS

Co-Sponsored by

THE HONORABLE WILLIAM M. BEAVERS, JERRY BUTLER, FORREST CLAYPOOL,
EARLEAN COLLINS, JOHN P. DALEY, ELIZABETH "LIZ" DOODY GORMAN,
GREGG GOSLIN, ROBERTO MALDONADO, ANTHONY J. PERAICA,
TIMOTHY O. SCHNEIDER, PETER N. SILVESTRI, DEBORAH SIMS, ROBERT B. STEELE
AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

MANAGED CARE OF FERAL CATS

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 10 Animals, Article IV Managed Care of Feral Cats, Section 10-95 through 10-99 is hereby enacted as follows:

ARTICLE IV. MANAGED CARE OF FERAL CATS

Sec. 10-95. Definitions.

For the purpose of this Ordinance, the following terms shall have the meaning set forth in this section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular, words in the singular number include the plural, and words in the male gender include the female gender.

Abandoned Cat means a domesticated cat that an owner has forsaken entirely or neglected or refused to provide care and support.

Animal Control Officer or *ACO* means any person employed or appointed by the County or a municipality who is authorized to investigate violations of laws and regulations concerning animals, and to issue citations in accordance with Illinois law and this Code.

Department means the Cook County Department of Animal and Rabies Control.

Domesticated cat means a cat that is socialized to humans and is appropriate as a companion for humans.

EAD means an electronic animal identification device.

Eartipping means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

Feral Cat means a cat that (i) is born in the wild or is the offspring of an owned or feral cat and is not socialized, (ii) is a formerly owned cat that has been abandoned and is no longer socialized, or (iii) lives on a farm.

Feral Cat Caretaker means any person other than an owner who provides food, water or shelter to, or otherwise cares for, a feral cat.

Feral Cat Colony means a group of cats that congregates, more or less, together as a unit. Although not every cat in a Colony may be feral, any nonferal cats that congregate with a colony shall be deemed to be a part of it.

Feral Cat Colony Caretaker means any Feral Cat Caretaker who is approved by a Sponsor to care for a Feral Cat Colony.

Micro-chip means, for the purpose of this Ordinance, to implant an EAID (electronic animal identification device) in an animal.

Nuisance, for purposes of this Ordinance, means conduct by stray or feral cats that disturb the peace. Stray or feral cats may create a nuisance by (a) habitually or continually howling, crying or screaming, or (b) habitually and significantly destroying, desecrating or soiling property against the wishes of the owner of the property.

Owner means any person having a right of property in an animal or who keeps or harbors an animal, or who has it in his care, or acts as its custodian, or who knowingly permits an animal to remain on any premises occupied by him or her. "Owner" does not include a Feral Cat Colony Caretaker.

Sponsor is any animal Humane Society that agrees to comply with the requirements of this Ordinance for Sponsors and provides written notice to the Department that it will serve as a Sponsor.

Stray Cat means a cat that is regularly off the property of the owner, is not under the physical control and restraint of the owner, and is not regularly provided with food by its owner.

TNR means Trap, Neuter and Return.

TNR Program means a program pursuant to which feral and stray cats are trapped, neutered or spayed, micro-chipped, vaccinated against rabies, and returned to the location where they congregate, in accordance with this ordinance.

Sec. 10-96. Responsibilities of owners of domesticated cats.

(a) Owners of domesticated cats shall provide appropriate and adequate food, water and shelter for their cats.

(b) The owner of a domesticated cat shall exercise reasonable care to guard against the cat creating a Nuisance.

(c) Owners of domesticated cats shall not permit their cats to roam unsupervised off their property.

(d) An owner shall not abandon a domesticated cat.

Sec. 10-97. Feral Cat Colonies.

(a) Feral Cat Colonies shall be permitted and Feral Cat Colony Caretakers shall be entitled to maintain and care for Feral Cats by providing food, water, shelter and other forms of sustenance, provided that the Feral Cat Colonies are registered with a Department approved Sponsor, as defined in Section 10-97(b), and that the Feral Cat Colony Caretaker takes all appropriate and available steps to meet the terms and conditions of this Ordinance.

(b) *Sponsorship of Colony TNR Programs.* Any animal Humane Society that agrees to comply with the requirements of this Ordinance for Sponsors shall be eligible to act as a Sponsor. Any Humane Society intending to undertake the responsibilities of Sponsor shall so advise the Department in writing and provide its address and telephone number, and electronic mail address if applicable.

(c) *Sponsor Requirements.* It shall be the duty of the Sponsor to:

1. Review and, in its discretion, approve of Feral Cat Colony Caretakers.
2. Help to resolve any complaints over the conduct of a Feral Cat Colony Caretaker or of cats within a colony.
3. Maintain records provided by Feral Cat Colony Caretakers on the size and location of the colonies as well as the vaccination, micro-chipping, and spay and neuter records of cats in the Sponsor's colonies.
4. Provide, at a minimum, written educational training for all Caretakers addressing uniform standards and procedures for colony maintenance.
5. Report annually to the Department on the following:
 - a. number and location by zip code of colonies for which it acts as a Sponsor in the County;
 - b. total number of cats in each of its colonies;
 - c. number of cats from its colonies micro-chipped, vaccinated, and spayed and neutered pursuant to the TNR program and number of cats and kittens from its colonies placed in permanent homes.
6. Use due consideration to prevent Feral Cat Colonies from being maintained on lands managed for wildlife or other natural resources, such as but not limited to Nature Preserves, where the presence of a Feral Cat Colony is a proven threat, and to avoid the taking of rare, threatened or endangered species under the Illinois Endangered Species Protection Act;
7. Provide any forms or other documentation necessary to allow Feral Cat Colony Caretakers to receive any public or private subsidies, medical care or other forms of assistance for their Feral Cat Colonies which may be available to them;
8. Provide to the Department the location, by address, of Feral Cat Colonies where Feral Cat Colony Caretakers have regularly failed to comply with this Ordinance or where the Sponsor has been unable to resolve a nuisance behavior situation.

(d) *Feral Cat Colony Caretaker Responsibilities.* In order to be an approved managed Feral Cat Colony Caretaker, said Caretakers shall be responsible for the following:

1. Registering the colony with the Sponsor.
2. Taking all appropriate and available steps to vaccinate the colony population for rabies, preferably with a three-year vaccine and to update the vaccinations as warranted and mandated by law.
3. Taking all appropriate and available steps to have the colony population spayed or neutered by a licensed veterinarian.
4. Eartipping the left ear of a colony cat that has been vaccinated and spayed or neutered so that colony cats can be readily identified.
5. Having an EAID inserted into each colony cat by a veterinarian in accordance with professional medical standards. The Sponsor and the Feral Cat Colony Caretaker shall be the named contacts for purposes of the EAID.
6. Providing the Sponsor with descriptions of each cat in the colony and copies of documents demonstrating that the cats have been vaccinated, micro-chipped, and spayed or neutered.
7. Providing food, water and, if feasible, shelter for colony cats.
8. Obtaining proper medical attention for any colony cat that appears to require it.
9. Observing the colony cats at least twice per week and keeping a record of any illness or unusual behavior noticed in any colony cat.
10. Obtaining the written approval of the owner of any property, or any authorized representative of the owner, to which the Caretaker requires access to provide colony care.
11. Taking all reasonable steps to (1) remove kittens from the colony after they have been weaned, (2) place the kittens in homes or foster homes for the purpose of subsequent permanent placement, and (3) capture and spay the mother cat.
12. Reporting semi-annually in writing to the Sponsor on (1) the location of the colony, (2) the number and gender of all cats in the colony, (3) the number of cats that died or otherwise ceased being a part of the colony; (4) the number of kittens born to colony cats and their disposition, (5) the number of cats placed in animal shelters or in permanent homes as companion cats, (6) the number of cats vaccinated, (7) the number of cats micro-chipped, and (8) the number of cats spayed or neutered.

(e) *Withdrawal of Feral Cat Colony Caretaker or Sponsor.* In the event that a Feral Cat Colony Caretaker is unable or unwilling to continue in that role, he or she shall notify his or her Sponsor. In the event a Sponsor is unable or unwilling to continue to perform its role, it shall so advise the Department. The Sponsor shall work with the Department to obtain a replacement Sponsor. If no new Sponsor is found within 30 days, the Sponsor shall notify the Department.

- (f) Disposition of Feral Cat Colony cats.
 - 1. An Animal Control Officer who has trapped a cat whose left ear has been tipped or which bears some other distinguishing mark, such as but not limited to a tattoo, indicating that it belongs to a Feral Cat Colony, shall scan the cat for an EAID. If an EAID is found, the Officer shall attempt to contact the Sponsor or Feral Cat Colony Caretaker. If an EAID is not found, the Officer shall take reasonable steps to notify a Sponsor of the description and sex of the cat, and if available, the address or location where the cat was trapped. The Sponsor shall then take all appropriate and available steps to identify the Feral Cat Colony Caretaker of this cat or a Feral Cat Colony Caretaker who will take responsibility for managing this cat.
 - 2. If the Feral Cat Colony Caretaker is not able to immediately take custody of the cat, the Officer shall transport the cat to the Sponsoring Humane Society's Animal Shelter or nearest Animal Shelter. The Feral Cat Colony Caretaker shall be responsible for retrieving the cat from the Shelter within three (3) business days or advising the Shelter if he or she does not intend to retrieve the cat.
 - 3. The Department, its designee, or a licensed veterinarian, in accordance with Section 10-98, Ordinance Enforcement, shall be the only persons permitted to destroy a Feral Cat. No person may knowingly poison or cause to be poisoned, or cause the destruction by any other means, of a Feral Cat. In accordance with Section 10-8, Animal Care, Subsection (k), the only exception will be by written permit from the Illinois Department of Agriculture for the purpose of controlling diseases transmissible to humans or other animals and only when all other methods and means have been exhausted. Such a permit shall name a person or persons conducting the poisoning, specify the products to be used, give the boundaries of the area involved and specify the precautionary measures to be employed to insure the safety of humans and other animals. Any drugs used for the euthanasia shall be by or under the direction of a licensed veterinarian.

Sec. 10-98. Ordinance Enforcement.

(a) The Department or its designee, in order to encourage the stabilization of the Feral Cat population in Cook County, shall have the following rights:

- 1. The right to trap in a humane manner and remove any cats that (1) have not been vaccinated against rabies or which are demonstrating signs of the disease, (2) are not spayed or neutered, (3) are not identifiable through an EAID as belonging to a Feral Cat Colony that has a Sponsor and a Feral Cat Colony Caretaker, or (4) for public health or public safety concerns.
 - a. If no issue of public health or safety exists, or if any issues of public health and safety can be addressed by the removal and relocation of the cat to another area, a Sponsor can arrange to have the cat spayed or neutered, eartipped, and vaccinated against rabies by a licensed veterinarian, and have an EAID inserted. The Sponsor may then arrange for the cat to be adopted or placed in a Feral Cat Colony.
 - b. If a Feral Cat is demonstrating signs of having rabies, or has an illness or injury that presents an imminent danger to the public health or safety, or to its own person, that cat shall be humanely destroyed.

2. The right to direct that a Sponsor remove a Feral Cat that is creating a nuisance if the Sponsor has failed to adequately resolve the nuisance within 30 days after being given written notice thereof. In the event that the Department directs the Sponsor to remove the cat, the Sponsor shall have 30 days to do so. Failure of the Sponsor to remove the cat within said time period (or such longer time as the Department may specify) shall constitute grounds for the Department to remove the cat.

(b) Animal Control Officers ("ACO") or police officers shall investigate any nuisance complaint allegedly caused by a Feral Cat.

1. In the event that an ACO or police officer finds that a Feral Cat or Feral Cat Colony has created a nuisance, the ACO or police officer shall advise the Department and Sponsor in writing of the nuisance.
2. The Sponsor shall have the right to review the matter with the Administrator of the Department. If the Sponsor is not able to satisfy the Administrator that a nuisance is not occurring, the Sponsor shall have 30 days to comply with the Administrator's direction with respect to correcting the nuisance. If the Sponsor fails to correct the nuisance, the Department shall have the right to remove the cat.

(c) If a Sponsor fails to perform its responsibilities as defined in Section 10-97(c) of this Ordinance, the Department may notify the Sponsor that it must comply with the requirements of this Ordinance within 30 days. If the Sponsor fails to do so, the Department may remove this Sponsor from the list of Department approved Sponsors, and may reassign the Feral Cat Colonies from this Sponsor to another Sponsor.

(d) If a Feral Cat Colony Caretaker regularly fails to comply with this Ordinance, the Sponsor may notify the Feral Cat Colony Caretaker that he or she has 30 days to make all reasonable efforts to fulfill the responsibilities defined in Section 10-97(d) of this Ordinance. If the Feral Cat Colony Caretaker fails to comply within that time period, the Sponsor may identify and obtain replacement Feral Cat Colony Caretakers for the Feral Cat Colonies of the non-compliant Feral Cat Colony Caretaker. If no other Feral Cat Colony Caretaker can be found within 30 days, the Sponsor shall notify the Department, and the Department may humanely remove all, or parts of, the Feral Cat Colonies and dispose of them in accordance with Section 10-98 of this Ordinance.

(e) Feral Cats who were spayed or neutered and vaccinated for rabies prior to the date on which this Ordinance became effective, but did not have an EAID inserted or were marked as Feral by some indication other than a left eartip, such as but not limited to a tattoo, shall be deemed to be in compliance with this Ordinance, if all other requirements in Section 10-97(d) are being met by their Feral Cat Colony Caretaker. Feral Cat Colony Caretakers shall take all appropriate and available steps to bring these cats into compliance with the provisions of this ordinance within three years of its enactment, or upon revaccination of the cats for rabies, whichever comes first.

Sec. 10-99. Effective Date.

This Ordinance shall become effective thirty days after adoption.

Approved and adopted this 16th day of October 2007.

www.chicagotribune.com/news/local/ct-talk-feral-cats-0916-20100915,0,3965397.story

chicagotribune.com

Feral cats breed dispute for county, village

By Cynthia Dizikes, Tribune reporter

8:07 AM CDT, September 16, 2010

When a band of wild cats began loitering in suburban Bridgeview last year, the village decided it couldn't take any more and made it illegal to operate feral feline colonies, village attorney Gary Perlman says.

But that approach didn't sit well with Cook County — a municipality that has put so much thought into feral cats, it has its own ordinance.

In a lawsuit filed in Cook County Circuit Court this week, county officials demanded that a judge prohibit Bridgeview from enforcing its ordinance, alleging that it undermines the county's measure.

The county's ordinance, adopted in 2007, permits residents to manage feral cat colonies as long as they neuter, spay and vaccinate the animals against rabies and give them microchip implants.

Donna Alexander, the administrator for Cook County animal and rabies control, said the rationale goes like this:

"There are millions and millions of feral cats throughout North America," Alexander said. "If you capture and kill them, more just come to fill their place. ... To think you can get rid of them is like saying you're going to get rid of pigeons in Chicago."

But Perlman argued that many people who leave food out for wild cats don't follow the county's rules, leading to rampant feral cat procreation, and more feral cats.

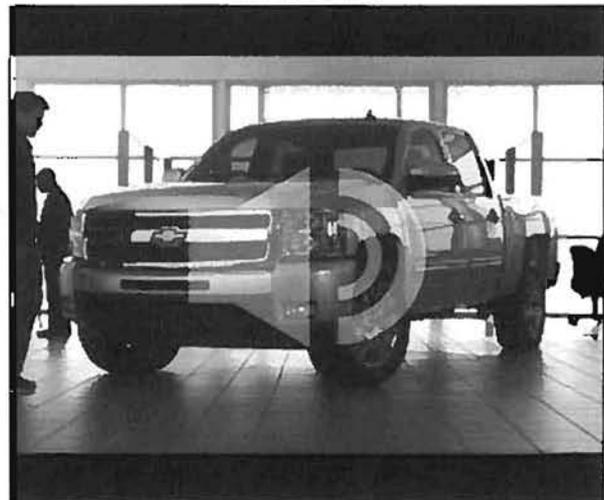
"These feral cats are all over the place," Perlman said. "The village doesn't want feral cat colonies within its boundaries."

Bridgeview can now fine a person up to \$500 a day for operating a feral cat colony, according to the lawsuit. Perlman noted that the village had yet to issue a ticket.

Feral cats are "house" cats that have either been born or abandoned in the wild, according to Alexander.

One of the top reasons the county tracks feral cats is to keep them vaccinated against rabies and to possibly prevent the spread of that disease to humans, Alexander said.

advertisement



"Feral cats don't recognize boundaries," Alexander said, adding that the county filed suit only after all other recourse had failed. "They will still be in Bridgeview. They just won't be monitored now."

cdizikes@tribune.com

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The City of Berwyn



Margaret Paul
3rd Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675
www.berwyn-il.gov

September 23, 2010

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

Ladies and Gentlemen:

A meeting of the Parking and Traffic Committee was held on September 22, 2010 at 5:00 p.m. in the City Hall conference room. Those attending were Aldermen Laureto, Polashek and Paul. Additional attendees were: Louis Torres, Jerry McGlone, Marsha Cohen, Nicole Campbell, and Robert Schiller.

The matter discussed was a proposal to require residents desiring the installation or removal of speed control devices such as, but not limited to, stop signs and speed limit signs and parking restrictions on City blocks to obtain the signatures of other residents in favor of such devices or parking restrictions on a petition presented to the City for consideration.

The committee feels that requiring parking and traffic studies for such devices and parking restrictions requested by one resident places a financial burden on the City. Each study may take more than 40 hours to conduct. Sufficient signatures of residents on a petition are indicative of a common need as perceived by residents and broad support for the parking restriction or traffic control device.

The committee recommends that residents be required to obtain the signatures of 65% of the residents living on the City block where a parking restriction is requested and signatures of 65% of residents living within one half-block (300 feet) in either direction of the corner or intersection where a traffic control device is requested. Attached is a copy of a petition that could be adapted for this use and is submitted as an example. Residents would submit the petition to the resident Alderman who would place the matter on the City Council agenda for consideration. Submission of a petition to the resident Alderman would not be a guarantee that the request would be granted; only that the matter would be considered and a study undertaken by the City.

The committee recommends that this be referred to the Traffic Engineer and to the Legal Department for review and to draft the appropriate language for the petition and resolution.

Voting Aye: 3
Voting Nay: 0
Adjourned: 6:50 p.m.

Margaret Paul, Committee Chair
Nora Laureto, Member Theodore Polashek, Member



City of Berwyn

Petition for _____ Parking

We, the undersigned residents of the _____ block of _____ Avenue wish to request " _____ " parking on our block. This request is in response to the parking problems experienced due to the _____ located on _____, and the special events hosted by these establishments. Our names, addresses and signatures are included below, in support of this change and in understanding of the terms below.

We understand that resident only parking will be in effect between the hours of _____ and _____, _____ days a week. Any non-residents that park on this block will be ticketed. We shall be responsible for providing visitor passes for any non-residents that wish to visit our homes during this period. Households will receive two visitor passes from City Hall. Any additional passes will need to be purchased.

Our signatures do not guarantee that the block will become " _____ " parking. Our signatures indicate that there is a need for a parking study and City consideration for such a restriction.

SIGNATURE	PRINT NAME	ADDRESS
SIGNATURE	PRINT NAME	ADDRESS

This petition was circulated by (Name & Address): _____

The City of Berwyn



Margaret Paul
3rd Ward Alderman

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September 23, 2010

Mayor Robert J. Lovero
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The matter discussed was referral item #5 dated August 24, 2010 in regard to Parking Restrictions from 3100 Oak Park Avenue to Stanley Avenue.

Traffic Engineer Nicole Campbell advised that two hour parking restrictions Monday through Saturday from 7:00 a.m. until 5:00 p.m. began in 2008. A more restrictive ban of parking no more than 90 minutes was in effect prior to 2008. Ms. Campbell further advised that she determined from her study of the area that there are 55 on street parking spaces, 25 active businesses and an undetermined number of inactive businesses. Her study also concluded that there are currently 113 residential units in the area in question.

Mr. McGlone, a Community Service Officer for the City of Berwyn, stated that he is responsible for parking enforcement in the area. During his hours of work, it is his routine to map the location of cars parked along Oak Park Avenue during the restricted time period. It is his practice to segment the block using landmarks to fix the location of parked cars when he first arrives on the scene to begin his shift. He further stated that he checks the location of vehicles in relation to those fixed landmarks when he returns to the area two hours later in order to determine whether or not a vehicle has moved during the two hour allotted time period.

Ms. Cohen advised that vehicles are not in violation of the parking restriction if they move prior to the expiration of the 2 hour time limit and returned to the same place, or moved their vehicle to another location on the street.

Mr. Torres stated that he resides at 3131 South Oak Park Avenue. He stated that he has received tickets for parking. He believes that he was not in violation of the 2 hour parking limit when his vehicle was ticketed. He would like the City to issue residential parking stickers to residents living on Oak Park so they would be able to park in front of their homes and not be ticketed. It should be noted that at another meeting held previously, the committee heard from another resident with the same request.

The committee discussed the need for business customer parking. The committee discussed the history of parking restrictions along Oak Park from the 3100 block to Stanley. The committee felt that the enforcement practice by the City, as described by CSO McGlone, was reasonable under the circumstances.

Oak Park Avenue between 31st Street and Stanley is a mixed commercial and residential district. Allowing vehicles registered to people residing on Oak Park Avenue unlimited parking on Oak Park Avenue could have the potential of curtailing any business commercial parking due to the limited number of available parking spaces contrasted with the number of residential units.

The committee does not recommend any changes to the parking restrictions. The committee does not recommend granting special parking status to residents living on Oak Park between 31st and Stanley. The committee asks that the Parking Enforcement unit of the police department continue to work toward consistent practices, such as those described by CSO McGlone, when enforcing the parking restrictions in the area.

Voting Aye: 3

Voting Nay: 0

Adjourned: 6:50 p.m.



Margaret Paul, Committee Chair

Nora Laureto, Member

Theodore Polashek, Member

The City of Berwyn



Margaret Paul
3rd Ward Alderman

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September 23, 2010

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

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The matter discussed was the enforcement of the Overnight Parking Ban.

Traffic Engineer Nicole Campbell and Public Works Director Robert Schiller advised that signs advising of the restricted parking are being posted at City boundary lines and in other heavy trafficked areas. Signs do not have to be posted on every residential street in order to enforce the restriction.

Alderman Paul advised of a recent telephone conversation with City Attorney Anthony Bertuca. Mr. Bertuca advised that enforcement was being delayed to assure that adequate notice to residents had been issued. This was being done by placing a notice of the parking ban in residential water bills.

Ms. Cohen advised that the City is prepared to issue Visitor Parking passes once enforcement begins. Visitor Passes were routinely given out to residents purchasing vehicle stickers at the Police Station. However, residents purchasing stickers at City Hall did not automatically receive the passes in all cases. She expects a large volume of calls and high demand for the passes once enforcement begins.

Ms. Campbell advised that one cycle of water bills remains to be mailed out in October. Once that is complete notice of the parking ban will have been delivered to all households.

Ms. Cohen advised that residents must bring in a copy of their vehicle sticker receipt to obtain the passes. Vehicle plates and passes are being tracked and the information is entered on a data base. Residents not owning a vehicle and needing passes must bring in a utility bill and a picture I.D. having the same address as the utility bill to obtain the visitor passes.

The committee thanks those attending the meeting for the information. We recommend that this communication be considered informational only.

Voting Aye: 3
Voting Nay: 0
Adjourned: 6:50 p.m.

Margaret Paul, Committee Chair

Nora Laureto, Member

Theodore Polashek, Member

The City of Berwyn



Margaret Paul
3rd Ward Alderman

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September 23, 2010

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

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The matter discussed was a request by Alderman Paul to review Berwyn City Ordinance 484.04A entitled *School District Special Visitor Parking Pass*.

The committee recommends that this matter be placed on its referral list and that further discussion be deferred to its next meeting

Voting Aye: 3
Voting Nay: 0
Adjourned: 6:50 p.m.

A handwritten signature in blue ink that reads "Margaret Paul".

Margaret Paul, Committee Chair
Nora Laureto, Member Theodore Polashek, Member



J. Staff Reports

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

September 28, 2010

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

Re: 03WC28015

Dear Mr. Pavlik:

Please put this item on the September 28, 2010 agenda, authorizing the settlement of the above referenced matter for the total of \$15,000.00, based upon the City Council authority granted in Executive session.

Very truly yours,

Anthony T. Bertuca
City Attorney

The City of Berwyn



Anthony T. Bertuca
City Attorney

A Century of Progress with Pride

September 28, 2010

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

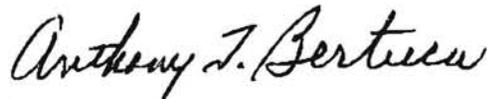
Re: Ordinance Amending Chapter 240 of the Codified
Ordinances of the City of Berwyn

Ladies and Gentlemen:

I am submitting the attached Ordinance for your consideration. This Ordinance amends Chapter 240 and establishes the City of Berwyn Emergency Management and Homeland Security Agency.

The Law Department is requesting your concurrence in the approval of this Ordinance.

Respectfully Submitted,



Anthony T. Bertuca
City Attorney

THE CITY OF BERWYN
THE CITY OF BERWYN, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE AMENDING CHAPTER 240 OF THE
CODIFIED ORDINANCES OF THE CITY OF BERWYN, COOK
COUNTY, ILLINOIS**

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

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 240 OF THE CODIFIED ORDINANCES OF
THE CITY OF BERWYN, COOK COUNTY, ILLINOIS**

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

WHEREAS, the Mayor and the City Council of the City of Berwyn (the "Corporate Authorities") have adopted an the Codified Ordinances, which has been amended from time to time; and

WHEREAS, the Corporate Authorities find that the coordination of emergency management services is a matter pertaining to its government and affairs; and

WHEREAS, the Corporate Authorities declare that it is in the best interests of the health, safety and welfare of its residents to update and amend the Emergency Services and Disaster Agency in order to ensure the capabilities and responsiveness of the Agency's emergency management programs.

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

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

SECTION 2: The Codified Ordinances of the City of Berwyn, Cook County, Illinois is hereby amended to read as follows (with proposed additions underlined and proposed deletions ~~stricken~~):

CHAPTER 240: EMERGENCY MANAGEMENT AGENCY CITY OF BERWYN DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT AGENCY

Section

Definitions

- 240.01 Establishment; composition
- 240.02 ~~Coordinator~~ Coordinator/Director
- 240.03 Functions; duties
- 240.04 Mobile support teams
- 240.05 Mutual aid agreements with other cities
- 240.06 Duties and authority of the Coordinator/ Director
- 240.07 Local disaster declarations
- 240.08 Cooperation
- 240.09 Purchases and expenditures
- 240.10 Oath of members
- 240.11 Office space
- 240.12 Immunity

Definitions

Unless the context requires otherwise, the following terms will have the meaning given. All other terms shall be interpreted consistently with federal and state statutes unless otherwise noted herein:

Disaster means an occurrence or threat of widespread damage, injury or loss of life or property resulting from any natural or technological cause, including, but not limited to, fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger

or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile or paramilitary action, public health emergencies, or acts of domestic terrorism.

Emergency means any natural or man caused situation that results in or may result in injury or harm to the population or widespread damage to or loss of property and shall also include all circumstances described in state statutes.

Emergency Management includes management of emergency, public health, and disaster.

For the purposes of BDHSEM, and as used herein, the titles "Executive Director," "Coordinator," "Director," and/or "Coordinator/Director" are equivalent.

§ 240.01 ESTABLISHMENT; COMPOSITION.

(A) There is hereby created the ~~City Emergency Management Agency (hereinafter referred to as EMA)~~ City of Berwyn Department of Homeland Security & Emergency Management (BDHSEM) (hereinafter referred to as the Agency) in accordance with ILCS Ch. 20, Act 3305, §§ 1 et seq., the State Emergency Management Agency Act, as may be amended from time to time.

(B) The City Emergency Management Agency shall consist of the Coordinator/ Director who will manage the day to day operations for the City of Berwyn and additional members to be selected by the Coordinator/Director to include a Deputy Director of Emergency Management and Deputy Director of Homeland Security.

(C) The Coordinator/Director shall coordinate all the City's department resources (Police, Fire, Public Works, Animal Care Control, Public Health, Water Management) when an emergency or disaster occurs.

(D) The Executive Director shall possess all powers and duties set forth for the Executive Director by statute and in this Ordinance, including the authority to designate emergency vehicles as proved in the Illinois Vehicle Code, 625 5/12-215

(C) The city may exercise any and all powers, rights and duties available to it under the Illinois Emergency Management Act for emergency management

duties and under non-specific standard operating procedures for Homeland Security; even if not specifically enumerated in this chapter.

- (D) Field personnel and any tactical resources of the Agency will be referred to as the City Emergency Services and its liaisons.

- (E) The Deputy Director of Emergency Management will train and direct a City of Berwyn Citizens Emergency Response Team (CERT) as per Illinois Emergency Management Agency and Citizens Corp directives.

(Ord. 08-67, passed 10-14-2008)

§ 240.02 COORDINATOR/DIRECTOR

(A) The Coordinator/Director of the Agency shall be appointed by the Mayor, with the advice and consent of Council, and shall serve until removed for cause by the Mayor.

(B) The Coordinator/Director shall have direct responsibility for the organization, administration, training and operation of the Agency, subject to the direction and control of the Mayor as provided by law.

(C) The Executive Director/ Coordinator shall report to the Mayor of the City of Berwyn or his/her designee.

(C) In the event of the absence, resignation, death or inability to serve as the Coordinator/Director, the Mayor or any person designated by him or her shall be and act as Coordinator/Director until a new appointment is made as provided in this chapter.

(D) The Mayor shall annually notify the State Emergency Management Agency of the manner of which the city is providing emergency management and identify the executive head, i.e., Coordinator/Director of the agency.

(Ord. 08-67, passed 10-14-2008)

§ 240.03 FUNCTIONS; DUTIES.

The Agency shall perform emergency management functions as well as the responsibility for preventing, responding and mitigating threats to critical infrastructure or persons in the City of Berwyn as are prescribed by state or federal statute. It will act in concert with the State Emergency Management Agency and in accord with the National Incident Management System where applicable. The Agency, in addition, shall

perform functions outside the corporate limits as may be required pursuant to any mutual aid agreement or joint cooperation with any other party pursuant to the State Emergency Management Act or any other local, county, state, federal or tribal agency.

(Ord. 08-67, passed 10-14-2008)

§ 240.04 MOBILE SUPPORT TEAMS.

Mobile support teams to aid and reinforce the Agency may be created pursuant to the State Emergency Management Act and shall be subject to the terms thereof.

(Ord. 08-67, passed 10-14-2008)

§ 240.05 MUTUAL AID AGREEMENTS WITH OTHER CITIES.

The ~~Coordinator~~ Director, under the direction of the Mayor, may negotiate mutual aid agreements with other municipal corporations, political subdivisions of the state, or the federal government. Any negotiated recommended mutual aid agreement may be recommended to the Mayor and City Council. ~~The agreement shall not be valid unless approved by the Mayor and the City Council.~~

(Ord. 08-67, passed 10-14-2008)

§ 240.06 DUTIES AND AUTHORITY OF THE COORDINATOR/DIRECTOR.

The Coordinator/Director shall have direct responsibility for the organization, administration, training and operation of the Agency. The Coordinator/Director also shall be responsible for preparing and distributing to all appropriate officials, in written form, a clear and complete statement of the emergency responsibilities of all the local departments and officials in the disaster chain of command. The Coordinator/Director, with the input of each city department, shall prepare and maintain an Emergency Operating Plan which outlines the responsibility of each city department in any type of emergency/disaster and how they will operate jointly with other city departments to combat the situation. Each city department shall comply with the Plan and submit to the Coordinator/Director's authority in implementing the Plan in the event of an emergency or disaster. The Plan is to be reviewed by the Coordinator/Director quarterly and updated by the Coordinator/Director every two years. The Coordinator/Director shall be responsible for ensuring that the Agency complies with all state or federally mandated accreditation and requirements. The Coordinator/Director shall have powers to conduct criminal background checks of prospective Agency employees or volunteers commensurate with those authorized to the Chief of the Police Department. The Coordinator/Director shall have the authority to issue appropriate credentials, including identification cards and badges, to employees and volunteers.

(Ord. 08-67, passed 10-14-2008)

§ 240.07 LOCAL DISASTER DECLARATIONS.

(A) A local disaster may be declared only by the Mayor, or his or her interim emergency successor. It shall not be continued or renewed for a period in excess of seven days except by or with the consent of the City Council. The ~~Coordinator~~ Director shall present a written disaster order or proclamation to the Mayor, or his or her interim emergency successor, to execute as soon as is practical, though it shall not be a prerequisite to the declaration of a local disaster, nor shall the failure or inability to execute a written disaster declaration impede or waive any rights under this chapter or state or federal law. Any order or proclamation declaring, continuing or terminating a local disaster shall be given prompt and general publicity and shall be filed promptly with the City Clerk.

(B) The effect of a declaration of a local disaster is to activate the Emergency Operating Plan of the city and to authorize the furnishing of aid and assistance thereunder.

(Ord. 08-67, passed 10-14-2008)

§ 240.08 COOPERATION.

(A) If the Governor of the state proclaims that a disaster emergency exists in the event disaster, the Agency shall cooperate fully with the State Emergency Management Agency, with the Governor and with any other municipal corporation or political subdivisions of the state or federal government in the exercise of emergency powers as provided by law.

(B) In the event of a local disaster declaration under § 240.07, or in the implementation of any negotiated recommended mutual aid agreement under § 240.05, the Agency shall cooperate fully with any assisting municipal corporation or political subdivisions of the state or federal government.

(Ord. 08-67, passed 10-14-2008)

§ 240.09 PURCHASES AND EXPENDITURES.

(A) Funds to prepare for and meet disasters may be made available as from time to time designated by the City Council within budgetary limits.

(B) It is the City Council's intent that the first recourse shall be to funds regularly allocated to the Agency. If the Mayor finds that demands placed upon budgeted funds in coping with a particular disaster are unreasonably great, he or she may make application for funds from the state ~~Disaster Relief Fund~~ or federal government levels. If monies available from the ~~Fund~~ state or federal government levels are insufficient, and if the Mayor finds that other sources of money to cope with the disaster are not available or are insufficient, he or she shall issue a call for an immediate session of the City

Council for the purpose of enacting ordinances as the Council may deem necessary to transfer and expend monies appropriated for other purposes, or borrow monies from the United States government or other public or private sources. If less than a quorum of the members of the Council is capable of convening in session to enact ordinances for the transfer, expenditure or loan of monies, the Mayor is authorized to carry out these decisions until a time as a quorum of the Council can convene.

(C) Nothing contained in this section shall be construed to limit the Mayor's authority to apply for, administer and expend grants, gifts or payments in aid of disaster mitigation, preparedness, response and recovery.

(D) The City Council may enter into contracts and incur obligations necessary to place it in a position to effectively combat disaster emergencies, to protect the health and safety of persons, to protect property, and to provide emergency assistance to victims of those disasters. If a disaster occurs, the Agency may exercise the powers vested under this chapter in light of the exigencies of the disaster and, excepting mandatory constitutional requirements, without regard to the procedures and formalities normally prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the appropriation, expenditure and disposition of public funds and property.

(E) The City Council may make appropriations for emergency management operations in the manner provided by law for making appropriations for the ordinary expenses of the city.

(Ord. 08-67, passed 10-14-2008)

§ 240.10 OATH OF MEMBERS.

Each person appointed to serve in any capacity in the Agency shall, before entering upon his or her duties, subscribe to the following oath, in writing, which shall be filed with the ~~Coordinator~~ Director:

I, _____, do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during the time as I am affiliated with the ~~Berwyn Emergency Management Agency~~ Berwyn Emergency Management and Homeland Security Agency, I will not advocate nor become a member of any political

party or organization that advocates the overthrow of the government of the United States or of this state by force or violence.

(Ord. 08-67, passed 10-14-2008)

§ 240.11 OFFICE SPACE.

The Mayor is authorized to designate space in a city building, or elsewhere, as may be provided for by the Mayor, for the Agency as its office.

(Ord. 08-67, passed 10-14-2008)

§ 240.12 IMMUNITY.

Neither the city, nor the Mayor, the ~~Coordinator~~ Director, or the officers, employees, volunteers or representatives engaged in any emergency management response or recovery activities, while complying with or attempting to comply with this chapter or any rule or regulations promulgated pursuant to this chapter is liable for the death of or any injury to persons, or damage to property, as a result of that activity. This section does not, however, affect the right of any person to receive benefits to which he or she would otherwise be entitled under this chapter under the Workers' Compensation Act, being ILCS Ch. 820, Act 305, §§ 1 *et seq.*, or the Workers' Occupational Diseases Act, being ILCS Ch. 820, Act 310, §§ 1 *et seq.*, or under any pension law, and this section does not affect the right of any person to receive any benefits or compensation under any Act of Congress.

(Ord. 08-67, passed 10-14-2008)

Disclaimer:

ADOPTED this ____ day of September 2010, pursuant to a roll call vote as follows:

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

APPROVED by the Mayor on September _____, 2010.

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK



A Century of Progress with Pride

Date: September 28, 2010

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

RE: 1. Purchase of Two Currently Leased Pace Vans With Intent to Auction
2. Lease Two New Pace Vans

The City of Berwyn currently leases four transport vans from Pace. These vans are managed and used by Berwyn's Senior Department for them to provide transportation services to our city's seniors.

The contract between the City and Pace for two of the vans expires December 31, 2010. At this time, the City (per the contract) has the option to purchase the two vans for the price of one dollar (\$1.00) each. This option is only available for the vans the City leased in 2005; it is no longer offered to any municipalities.

If the City does not purchase the vans, on returning the vans to Pace, it will have to reimburse Pace for mandatory restoration per the contract that would include repairs to dents, scratches, rust, etc.

Upon purchasing the two vans for one dollar each, the City would be able to sell them (per the City's guidelines within the ordinance regarding disposal of City property.) The monies acquired from the sale of the used vans would be allocated toward the one thousand dollar security deposit for each of the new vehicles that would be leased by the City. (The security deposit is given to the City after the return of the vans to Pace, provided that the van is returned in the same condition as when it was delivered to the City, ordinary wear and tear accepted.) Upon returning the two vans purchased in 2005 to Pace, the City will receive the \$550 security deposit, per van, paid to Pace in 2005. This would minimize the out of pocket security deposit cost for the replacement of the retired vans.

Recommendation:

Grant permission to authorize the City Administrator and City Attorney to:

1. Execute an agreement (attached) with Pace for the purchase of two used vehicles at the cost of one dollar each.
2. Sell the two purchased vans (per guidelines within the ordinance regarding the disposal of City property) and use the money for the lease of two new vans.
3. Execute an agreement (attached) with Pace for the lease of two new vans at the cost of one thousand dollars each and monthly maintenance fee of one hundred dollars each per month.

Respectfully,

Brian Pabst
City Administrator

PACE MUNICIPAL VEHICLE PROGRAM AGREEMENT

THIS AGREEMENT made this _____ day of _____, 201__ by and between Pace, the Suburban Bus Division of the RTA (hereinafter referred to as "Pace"), and _____ (hereinafter referred to as "Municipality") whose address is _____ . For the purposes of this contract, "Municipality" is defined as any City, Village, Township, County, Park District, unit of local government or a Municipality comprised of any of the above within the six-county jurisdiction of the Regional Transportation Authority.

WHEREAS, Pace is devoted to the provision of public transportation as an essential public purpose, important to the goals of improved access and mobility for the people of Northeastern Illinois, reduced traffic congestion and environmental hazards, and support for the Region's economy; and

WHEREAS, the Municipality has requested the use of public transportation vehicle(s) for regular and continuing general or special transportation to the public for certain public transportation purposes (described in Exhibit B attached hereto);

NOW, THEREFORE, the Parties agree as follows:

1. **Basic Rate/Funding**

Pace shall furnish vehicle(s) to Municipality for its Service. At the end of each month of service, Pace shall send the Municipality an invoice for the following month's Service, payable within 30 days of receipt. At that time, Municipality shall pay Pace One Hundred Dollars (\$100.00) per month per vehicle. Pace has the right to change monthly fares when deemed appropriate by the Pace Board of Directors. Pace will provide the Municipality with thirty (30) day written notice prior to any change in monthly fares. Should the Municipality's monthly fare payment become two or more months in arrears, a late fee of \$25.00 per month per vehicle will be charged until the account is brought to current.

2. **Receipt of Vehicle(s) / Service to Disabled**

Acceptance of a non-lift equipped vehicle is contingent upon Municipality continuing its pre-existing service for individuals with disabilities, with vehicles other than the vehicle contracted for herein, for the duration of this contract. Should Municipality discontinue it's existing service to individuals with disabilities at any time during the pendency of this contract, Municipality shall immediately notify Pace, who may, in it's sole discretion either replace the vehicle(s) contracted for herein with one(s) that will enable the Municipality to continue service for individuals with disabilities, if equipment is available, or terminate this contract.

Municipality must comply in all respects to the federal requirement for comparable paratransit service. A demand responsive system shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use mobility aids, is provided in the most integrated setting appropriate to the needs of the

individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

1. Response time;
2. Fares;
3. Geographic area of service;
4. Hours and days of service;
5. Availability of information;
6. Reservations capability;
7. Any constraints on capacity or service availability;
8. Restrictions priorities based on trip purpose.

Municipality shall certify to Pace on The Monthly Municipal Vehicle Program Report that it is providing equivalent service to individuals with disabilities, including individuals who use mobility aids, in its demand responsive transportation services.

3. **Pass Through Funding Provisions**

Pace applied and received federal funds to purchase the equipment being used by municipality in this project. As a condition to receipt of these federal funds Pace agrees to comply with all applicable Federal laws, regulations, and directives contained in the current FTA Master Agreement MA (13) for Federal Fiscal Year 2010 which can be found at the FTA website <http://www.fta.dot.gov/documents/13-Master.doc>. Said Master Agreement is incorporated by reference into this Agreement as though fully set forth herein. As a condition to Municipality's use of federally funded equipment in the project, Municipality agrees to comply with all applicable Federal laws, regulations, and directives contained in the current FTA Master Agreement MA (13) for Federal Fiscal Year 2010.

The Certifications and Assurances attached hereto and made a part hereof as Exhibit A, is a streamlined compilation from the Master Agreement of provisions covered by statutory or regulatory certification or assurance requirements. Not every provision of these certifications and assurances will apply to Municipality or this project. Page 1 of Exhibit A indicates applicable provisions for this project. To ensure compliance with the applicable terms of the Master Agreement, Municipality agrees to execute and submit to Pace page 2 of Exhibit A, **FEDERAL FISCAL YEAR 2010 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE.** Thereafter on an annual basis Municipality shall execute Certifications and Assurances to ensure that it continues to comply with all applicable provisions of the Master Agreement for the life of the project and the term of this Agreement.

Municipality understands and agrees that Federal laws, regulations, and directives applicable to this project and to Pace and the Municipality on the date on which the FTA authorized assistance for the project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which Pace executed the Grant Agreement for the project and the changed requirements will apply to the project, except to the extent that the FTA determines otherwise in writing.

4. **Security Deposit**

Municipality shall pay to Pace a security deposit in the amount of One Thousand Dollars (\$1,000.00) per vehicle prior to receipt of each vehicle. The deposit amount (without interest) shall be returned to Municipality upon return of the vehicle to Pace, provided the vehicle is returned in the same condition as when it was delivered to Municipality, ordinary wear and tear excepted. Any amounts due to Pace from Municipality may be deducted from the deposit amount.

5. **Vehicle Usage Requirement**

Pace will review monthly the vehicle utilization in terms of the program goals and stated contractual intended use. Pace reserves the right to terminate this Agreement, or substitute a more appropriate vehicle based on the vehicle utilization, in the event that the vehicle is not being used in a manner consistent with the program goals and stated contractual intended use.

6. **Conditions and Restrictions on Use**

Municipality **shall not allow** the vehicle(s) to be used in the following manner:

- (a) For courier service, ambulance-type service, or the transportation of goods, to pull trailers, or allow the consumption of alcoholic beverages on the vehicle.
- (b) For personal use of any driver or other person.
- (c) Use or allow the vehicle to be used illegally or improperly for hire.
- (d) Remove the vehicle from the State of Illinois, unless written approval is obtained in advance from Pace (See Exhibit C).
- (e) Alter, mark or install equipment in or on the vehicle, unless written approval is obtained in advance from Pace (See Exhibit C).
- (f) Expose the vehicle to seizure, confiscation, forfeiture or other involuntary transfer.
- (g) For charter service.
- (h) For school bus service.
- (i) For non-transit use.
- (j) To transport groups of children under the age of eight (8).

Municipality shall ensure that the vehicle is locked at all times while parked and that the vehicle is parked while not in use, and overnight, in a secure, off-street location (preferably on Municipality's property or at public transportation centers). Municipality shall take appropriate steps towards the security of Pace's vehicle(s). Municipality shall notify Pace where the vehicles will be located/stored overnight. Municipality is responsible for all dispatch operations for the service.

7. **Drug and Alcohol Policy and Training Program**

Municipality shall have an adopted Drug and Alcohol Policy and Training Program in effect during the terms of this Agreement. The Drug and Alcohol Policy and Training Program must meet Federal Transit Administration (FTA) and Pace mandates pertaining to deterrence,

provisions for drug and alcohol testing and methodology. A current copy of Municipality's Drug and Alcohol Policy and Training Program must be provided to Pace.

8. **Drivers**

Municipality is responsible for providing its own drivers. Each Municipal Vehicle Program driver must be approved by Pace prior to operating a Pace vehicle. Drivers are not considered employees or agents of Pace or the RTA. Municipality may select its own employees to serve as drivers, including but not limited to bonded municipal drivers or municipal employees. Municipal Vehicle Program drivers must be selected on the basis of their qualifications, in accordance with Federal, State, and Local laws and regulations, and within the provisions of the established Pace Municipal Vehicle Program Driver Standards and Municipal Vehicle Program Operations Manual.

Municipality shall ensure that Pace vehicle(s) are operated only by Pace approved drivers that meet the established Pace Municipal Vehicle Program Driver Standards, including all federal, state and local standards. Municipality shall comply with driver and safety standards set forth in the Pace Municipal Vehicle Program Operations Manual. In addition, Municipality shall maintain a file on said drivers evidencing valid drivers license, valid U.S. DOT physical examination, drug and alcohol test results, a criminal background check, driver training, and Motor Vehicle Reports for the previous five (5) years and/or their entire driving history as necessary.

Municipality shall use its own established driver training program, and, shall provide documentation for said programs as to any of its drivers under this Agreement. Pace reserves the right to establish additional guidelines in regards to driver procedures and standards. Guidelines established in any bulletins or manuals are to be considered as part of this Agreement.

9. **Transportation Coordinator**

Municipality must designate an individual to serve as Pace's primary contact person on all matters relating to operation of the Pace vehicle(s) and to coordinate the Municipal Vehicle Program for the Municipality. This individual is required to attend and complete administrative training provided by Pace. Municipality will notify Pace immediately if this individual is replaced.

10. **Employees**

Compliance with Federal, State and Local Laws. Municipality agrees that with respect to persons employed by it to provide the Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public-at-large. Municipality also agrees to provide the

employee protection, if required, under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. ' 1609(c), and Section 2.16 of the Regional Transportation Authority Act, (70 ILCS 3615/2.16), for persons employed by it to provide the Transportation Services.

Employees. Municipality shall employ only such persons as are competent and qualified to provide the Transportation Services in accordance with the requirements of this Agreement and Pace policies, practices, procedures and standards. All employees shall meet all applicable qualifications established by federal, state and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. Municipality shall comply with all Federal and Pace requirements relating to drug and alcohol testing. Municipality shall participate in driver training programs, if any, established by Pace during the Agreement Term and shall comply with all Pace, Federal, and State driver and safety standards. Failure by Municipality or any Third Party Provider of Municipality to comply with said requirements shall constitute grounds for termination of this Agreement.

Employment Contracts and Labor Agreements. Municipality shall notify Pace of any labor negotiations being conducted with its employees and shall keep Pace fully informed of any pending labor issues which may affect service.

11. **Records and Reports**

Municipality must designate an individual to serve as Pace's contact person on all matters relating to operation of the Pace vehicle. This individual must attend an orientation session with Pace staff regarding monthly reporting procedures prior to Municipality's receipt of vehicle. Municipality shall keep accurate and timely records on such forms as are provided by Pace. Municipality shall collect and forward these reports to Pace on such schedule as directed by Pace. These reports include, but are not limited to monthly reports and monthly ridership log for each vehicle, and driver information forms. Failure to comply with the reporting required herein shall be considered a breach of this Agreement and cause for immediate termination. A \$7.00 late fee may be charged for late or missed reports that are postmarked after the 5th of the month.

Municipality agrees to report the actual miles traveled in each vehicle per month on such forms as are provided by Pace. Municipality agrees to report revenues and expenses of operation on a monthly basis. In addition, Municipality agrees to complete the Ridership Log on a monthly basis.

Pace reserves the right to change the reporting requirements as necessary upon 30 days written notice to Municipality. Any reporting forms provided by Pace to the Municipality are to be considered as included with this Agreement.

12. **Accident Reporting**

Municipality agrees to comply with any accident reporting procedures as set forth by Pace. Serious accident/incidents which involve injuries requiring transport from the scene or requiring any vehicle to be towed from the scene or any other event of a serious nature, must

be immediately reported to Pace. Any damage to Pace vehicle as the result of an accident will be the responsibility of the Municipality, and any necessary repairs must be effected in a timely basis. Pace reserves the right to revise accident reporting procedures as necessary upon 30 days written notice to Municipality. Any accident reporting procedures or forms provided by Pace to the Municipality shall be considered to be part of this Agreement.

13. **Maintenance and Repairs**

Municipality acknowledges that a Pace designated vendor will provide fleet management services for Pace fleet vehicles utilized in the Municipal Vehicle Program. Municipality agrees to cooperate with the Pace designated vendor at all times and to abide by any rules promulgated by Pace and the Pace designated vendor with respect to fleet management services utilized in the Municipal Vehicle Program. Pace reserves the right to revise maintenance requirements and procedures as necessary.

Pace shall pay the costs of ordinary maintenance and repairs, provided Municipality adheres to Pace's inspection and maintenance schedule. Municipality shall be liable for all repair and maintenance costs resulting from its failure to adhere to the inspection and preventive maintenance schedule, or attributable to abuse of the vehicle or negligence in its maintenance.

Municipality shall ensure that drivers perform all maintenance, cleanings and servicing of the vehicles as per the schedule set forth in Pace's Municipal Vehicle Program Operations Manual and vehicle's owner manual; have the vehicle safety inspected semi-annually as required by law; obtain prior approval from the Pace Office or its designated agent for any expenditure in excess of \$50.00 per vehicle.

Municipality shall be responsible for the cost of all washing, detailing and storage of the vehicle as per the schedule set forth in Pace's Municipal Vehicle Program Operations Manual and to the extent necessary to maintain the vehicle in good and clean condition.

14. **Pace Equipment Provided; Inventory and Documentation**

Pace reserves the right to substitute a different vehicle at any time. Municipality agrees to comply with all Pace procedures for handling Pace Equipment. Municipality agrees to cooperate fully with Pace in developing and maintaining an accurate inventory of all Pace Equipment from time to time in the possession of Municipality. Municipality shall complete and process all documentation necessary to evidence and record the receipt, possession, return or transfer of any Pace Equipment coming into, being in or leaving its possession.

15. **Equipment Inspection**

Pace or its designee shall have the right from time to time to cause the equipment and maintenance records to be inspected during normal business hours by any person appointed by Pace. Municipality must comply with Illinois Department of Transportation safety inspection every six months. Upon receipt of documentation evidencing compliance with Illinois Department of Transportation safety inspection, Municipality shall furnish same to

Pace within a reasonable time, not to exceed ten (10) days.

Should the above inspection find that the equipment has not been maintained in accordance with the terms and conditions of Section 13 of this Agreement, the inspector shall report all deficiencies noted to the Municipality. Municipality shall have thirty (30) days to correct the deficiencies noted. If not corrected, it shall constitute a breach of this Agreement and cause for immediate termination and repossession of any and all vehicles.

16. **Return of Vehicle**

Upon termination of the Agreement, Municipality shall return the vehicle to Pace in the same condition as when it was delivered, ordinary wear and tear excepted. Upon its delivery and return, Municipality and Pace shall inspect the vehicle and provide a report on its condition. The report shall be signed by both Pace and Municipality.

Any damage to the vehicle which is determined by Pace to be caused by Municipality's neglect of the vehicle will be the sole responsibility of Municipality, and Municipality shall compensate Pace for the cost of such repairs.

17. **Hold Harmless, Indemnification and Insurance**

Municipality, its officers, employees, agents and contractors agree:

(a) To waive, release and hold harmless Pace, its directors, officers, employees and agents, or any other transportation agency, from and against any claims, injuries, losses, or any causes of action whatsoever, arising out of or in any way relating to the use of Pace Vehicles as provided in the Agreement by Municipality, its officers, employees, agents and contractors, **to the extent such claims, injuries, losses, or causes of action are attributable to Municipality, its officers, employees, agents and contractors.**

(b) To indemnify Pace, its directors, officers, employees and agents, and any other transportation agency, from and against any claims, liabilities, losses, suits, judgments or settlements of any party arising out of or in any way relating to the use of Pace Vehicles by Municipality, its officers, employees, agents and contractors, to the extent such claims, injuries, losses, or causes of action are attributable to Municipality, its officers, employees, agents and contractors.

(c) To indemnify Pace, its directors, officers, employees and agents against any and all financial loss resulting from a violation of Pace requirements or misuse of Pace property, to the extent such claims, injuries, losses, or causes of action are attributable to Municipality, its officers, employees, agents and contractors. In the event of any resulting financial loss to Pace, Municipality agrees to be responsible for the full amount of the loss including but not limited to:

- The cost of reasonable and necessary repairs to the Pace vehicle, or the Actual Cash Value of the Pace vehicle whichever is less.
- Loss of use of the Pace vehicle.

- Loss of revenue.
- All unauthorized charges on the Pace provided credit card(s) assigned and issued to the Municipality.

Municipality and any of its officers, directors, employees, agents or contractors utilizing the Pace Vehicles agree to comply with the Municipal Participant Insurance Requirements in Exhibit D and shall each carry and keep in force commercial general and auto liability insurance covering the use of the Pace Vehicles in amounts not less than the following:

- (a) Commercial General Liability (including Broad Form Contractual):
 - (1) Bodily Injury Liability
 - (2) Property Damage Liability
 Combined Liability Limits of \$5,000,000.00
- (b) Auto Liability:
 - (1) Bodily Injury Liability
 - (2) Property Damage Liability
 Combined Liability Limits of \$5,000,000.00
- (c) Auto Physical Damage:
 - (1) Collision and Comprehensive
- (d) Worker's Compensation: Minimum statutory coverage.

If Municipality's current certificate of insurance does not meet the requirements stated above, Municipality must update their insurance to meet these requirements and resubmit the certificate of insurance to Pace for approval. Upon thirty (30) day written notice to the Municipality, Pace reserves the right to change minimum insurance requirements.

Insurance carried by Municipality and its contractors shall be primary over any other insurance carried by Pace, including self-insurance. The Suburban Bus Division of the Regional Transportation Authority, d/b/a Pace, and the Regional Transportation Authority shall be named as additional insureds on above policies. Insurance is to be provided by an insurance company which meets or exceeds Best's rating of A-VII. Before delivery of the equipment, Municipality shall present certificates of insurance satisfactory to Pace, showing Pace and RTA (as described herein) as additional insureds, including certificates from any of its contractors utilizing the Pace Vehicles. Municipality shall provide Pace with any new certificate of insurance upon renewal or if any information has changed.

18. **Equal Employment And Business Opportunity, Non-Discrimination**

Compliance With Federal, State and Local Laws. Municipality shall comply with all applicable federal, state and local anti-discrimination and equal employment and business opportunity laws and regulations, including, but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. " 621 et seq., Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. " 2000e et seq., the Civil Rights Acts of 1866 and 1871, 42 U.S.C. " 1981 and 1983; and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Equal Employment Opportunity. Municipality shall comply with all of the affirmative action, equal employment opportunity and disadvantaged business enterprise requirements in

Exhibit A.

Failure to Comply. In the event Municipality's noncompliance with any provision set forth in Exhibit A or with any federal, state, or local anti-discrimination or equal employment or business opportunity law, including but not limited to those identified in Section 18 hereof, results in Municipality being declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or voided by Pace in whole or in part, and such other sanctions, penalties or remedies as may be provided by law or regulation may be imposed or invoked.

Municipality shall comply with all applicable provisions of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

19. **Non-Discrimination**

Municipality understands and agrees that regardless of the primary purpose of the usage of the vehicle, that service provided must be open to the public (within the limits of schedule and space availability) and shall not be restricted to a particular group of individuals. The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, state and federal laws and regulations, specifically including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation. Municipality agrees to comply with all provisions of Affirmative Action, Equal Employment Opportunity and Disadvantaged Business Enterprises set forth in Exhibit A attached hereto.

20. **Audit and Record Keeping**

Municipality shall permit authorized representatives of Pace, the Federal Transit Administration (FTA), or its designees to inspect and audit all records and data associated with the operation of the Service. Municipality shall retain all records associated with the service for a period of five (5) years following expiration or termination of the service or such longer period of time for any pending audit, litigation or other claim.

21. **Entire Agreement**

This Agreement contains the full understanding between Pace and the Municipality. All prior Agreements, oral or written, are hereby expressly canceled.

22. **Amendments**

Pace reserves the right to make amendments by modifying and/or adding to any of the terms of this Agreement by providing the Municipality with thirty (30) days written notice.

24. **Third Party Providers Requirements**

“Third Party Providers” as used in this Agreement are any other parties who, pursuant to contract or agreement with Municipality, directly provide a significant part of the Transportation Services. All service provided by a Third Party Provider to a Municipality shall be competitively solicited at least once every five years and as frequently as once a year if required by Pace. Contracts with Third Party Providers shall be made in accordance with applicable laws. All such agreements shall be in writing with a copy provided to Pace. Submission of the third party agreement to Pace does not release the Municipality from any obligation under this Agreement, nor operate as a waiver of any rights of Pace under this Agreement. The Municipality shall cause each of its Third Party Providers to comply with all applicable provisions of this Agreement and the Pace Vehicle Program Operations Manual as if the name of the Third Party Provider has been substituted for the name of the Municipality therein. In the event that Pace Equipment is to be used by a Third Party Provider, such Third Party Provider shall execute a written sublease in a form approved by Pace prior to the use of Pace Equipment.

25. **Terms**

This Agreement shall be effective as of the day of its signing and shall continue in force until one of the parties gives the other party written notice thirty (30) days in advance of the desired termination date. Either party may terminate this Agreement, with the required written notice thirty (30) days in advance of the desired termination date, without cause or reason. Pace may terminate the Agreement upon five (5) days notice in the event of failure by the Municipality to correct any safety or accident reporting violations or for failure of Municipality to pay Pace amounts due on a timely basis. If upon termination or directed to return the vehicle to Pace, Municipality fails to return the vehicle to Pace, Municipality will permit Pace, without demand, legal process, or a breach of the peace, to enter any premises under the contract of Municipality where the vehicles are located and to take possession of and remove the equipment. Municipality shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Pace. This Agreement may not be assigned by Municipality without the approval of Pace. All successors and assigned will be bound by the terms and conditions of this Agreement and must fully comply therewith.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the MUNICIPALITY date indicated above by their duly-authorized representatives.

PACE

Signed: _____

Signed: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

EXHIBIT A

**FEDERAL FISCAL YEAR 2010 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

Name of Municipality: _____

**The Municipality agrees to comply with the applicable provisions of the following selected
Categories:**

Category Description

01. For Each Applicant.	<u> X </u>
02. Lobbying.	<u> X </u>
03. Procurement Compliance.	<u> </u>
04. Private Providers of Public Transportation.	<u> X </u>
05. Public Hearing.	<u> </u>
06. Acquisition of Rolling Stock.	<u> </u>
07. Acquisition of Capital Assets by Lease.	<u> </u>
08. Bus Testing.	<u> </u>
09. Charter Service Agreement.	<u> X </u>
10. School Transportation Agreement.	<u> X </u>
11. Demand Responsive Service.	<u> X </u>
12. Alcohol Misuse and Prohibited Drug Use.	<u> X </u>
13. Interest and Other Financing Costs.	<u> </u>
14. Intelligent Transportation Systems.	<u> X </u>
15. Urbanized Area Formula Program.	<u> X </u>
16. Clean Fuels Grant Program.	<u> </u>
17. Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	<u> </u>
18. Nonurbanized Area Formula Program.	<u> </u>
19. Job Access and Reverse Commute Program.	<u> </u>
20. New Freedom Program.	<u> </u>
21. Alternative Transportation in Parks and Public Lands Program.	<u> </u>
22. Infrastructure Finance Projects.	<u> </u>
23. Deposits of Federal Financial Assistance to a State Infrastructure Banks.	<u> </u>

FEDERAL FISCAL YEAR 2010 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE
PAGE

AFFIRMATION OF Municipality

Name of Municipality: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Municipality, I declare that the Municipality has duly authorized me to make these certifications and assurances and bind the Municipality's compliance. Thus, the Municipality agrees to comply with all Federal statutes, regulations, executive orders, and directives applicable to each application Pace makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2010.

FTA intends that the certifications and assurances the Municipality selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Pace seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2010.

The Sub Recipient affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Municipality are true and correct.

Signature _____ Date: _____

Name _____

Authorized Representative of Municipality

AFFIRMATION OF Municipality's ATTORNEY

For (Name of Municipality): _____

As the undersigned Attorney for the above named Municipality, I hereby affirm to the Municipality that it has authority under State and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Municipality.

I further affirm to the Municipality that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____ Date: _____

Name _____

Attorney for Municipality

FEDERAL FISCAL YEAR 2010 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

In accordance with 49 U.S.C. 5323 (n) the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2010.

Twenty-three (23) Categories of certifications and assurances are listed by numbers 01 through 23 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients." Category 01 applies to all Applicants. Category 02 applies to all applications exceeding \$100,000. Categories 03 through 23 will apply to and be required for some, but not all, Applicants and projects.

FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a Grant Agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA (13) for Federal Fiscal Year 2010 at the FTA website <http://www.fta.dot.gov/documents/13-Master.doc>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of an Applicant, we strongly recommend that each Applicant, including a State, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the Master Agreement incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of these certifications and assurances irrespective of participation in the project by any subrecipient.

01. FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this category "01." Unless FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the

Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State and local law and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise,

C. Intergovernmental Review Assurance

The Applicant assures that each application for Federal assistance it submits to FTA has been or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, 'Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act,' 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of

the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or PTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. U.S. Office of Management and Budget (OMB) Assurances

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper

- planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
 - (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
 - (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
 - (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S.DOT regulations, "Nondiscrimination on the basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 *et seq.*, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
 - (i) Any other nondiscrimination statute(s) that may apply to the project;
 - (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, 'Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,' 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, 'Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,' 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
 - (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
 - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42

U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;

(d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;

(f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

(h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

(i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by ETA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;

(7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;

(8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

(9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;

(10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;

(11) To the extent required by ETA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;

(12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with ETA assistance, As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with PTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;

(13) To the extent applicable, will provide and maintain competent and adequate engineering

supervision at the construction site of any project supported with PTA assistance to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by ETA or the state;

(14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:

(a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;

(b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;

(c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;

(d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;

(e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 Through 1465;

(f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;

(g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;

(h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and

(i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);

(j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and

(k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(c)(2) and 23 U.S.C.

142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) To the extent applicable, will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and

(19) To the extent applicable, will comply with all applicable provisions of all other Federal laws, regulations, and directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, contracts under grants, loans, and cooperative agreements).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

04. PRIVATE PROVIDERS OF PUBLIC TRANSPORTATION

Each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or *in* addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under state or local law to the company for any franchise or property acquired.

09. CHARTER SERVICE AGREEMENT

Please be advised that participants in the Municipal Vehicle Program are prohibited from utilizing Pace vehicles in charter operation per the regulation cited below:

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 5317), or under 23 U.S.C. 133 or 142 to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317 or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.7, the Applicant agrees that it and each subrecipient, lessee, and third party contractor at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands that:

- (1) The requirements of 49 CFR part 604 will apply to any charter service it or its subrecipients or third party contractors provide,
- (2) The definitions of 49 CFR part 604 will apply to this Charter Service Agreement, and
- (3) A violation of this Charter Service Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

10. SCHOOL TRANSPORTATION AGREEMENT

Please be advised that participants in the Municipal Vehicle Program are prohibited from utilizing Pace vehicles in school bus operation per the regulation cited below:

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide assistance for such projects until the Applicant enters into this agreement by selecting Category "10."

A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant agrees that it and each subrecipient, lessee, or third party contractor at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands that:

- (1) The requirements of 49 CFR part 605 will apply to any school transportation service it or its subrecipients or third party contractors provide,
- (2) The definitions of 49 CFR part 605 will apply to this School Transportation Agreement, and
- (3) A violation of this School Transportation Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of thither Federal assistance for transportation.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized for 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized for 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11"

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. When the Applicant's service is viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12"

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that

provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture" is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category "14." An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant's commitment to comply with applicable ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, "the Secretary shall ensure that intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a)." To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that ETA expressly determines otherwise in writing.

B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications. Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Information about the Applicant's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web. FTA may not award Urbanized Area Formula assistance to any Applicant that has received

Transit Enhancement funds authorized by former 49 U.S.C. 5307(k)(1), unless a quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list for the urbanized area. Beginning this Federal fiscal year 2010, FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicants' quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects. FTA may not award assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15."

As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;
- B. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has ensured or will ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of

projects available to the public;

G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

J. In compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the total amounts the Designated Recipients receive each fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

EXHIBIT B

STATEMENT OF INTENDED USE

The Municipality plans to use the Vehicle obtained from Pace Suburban Bus Service in a manner that will reduce the number of motor vehicles on the road within it's corporate limits with a resultant reduction in exhaust emissions and ground water contaminants. The vehicle will be used to provide transportation to the general public or specific groups of the general public such as senior citizens, people with disabilities, and/or low income.

The Municipality will not use the Vehicle to transport groups of children under the age of eight (8). The municipality understands that the vehicles cannot be used for charter operation, to transport school children or be used for a commercial enterprise. The municipality is required to follow all rules and regulations pertaining to safety and drug and alcohol testing.

Pace will review monthly the vehicle utilization in terms of the program goals and stated contractual intended use. Pace reserves the right to terminate this Agreement, or substitute a more appropriate vehicle based on the vehicle utilization, in the event that the vehicle is not being used in a manner consistent with the program goals and stated contractual intended use.

Acceptance of a non-lift-equipped vehicle is contingent upon Municipality continuing its pre-existing service for individuals with disabilities, with vehicles other than the vehicle contracted for herein, for the duration of this contract. Should Municipality discontinue its existing service to individuals with disabilities at any time during the pendency of this contract, Municipality shall immediately notify Pace, who may, in its sole discretion either replace the vehicle(s) contracted for herein with one(s) that will enable the Municipality to continue service for individuals with disabilities, if equipment is available, or terminate this contract.

EXHIBIT B-1

Intended Use of Pace Vehicle(s)

Type of service provided: _____

Service operated by: _____

Service area: _____

Service Days/Hours: _____

Estimated monthly mileage: _____

Estimated number of trips provided per month: _____

Trip reservation method: _____

One way fare: _____

Rider eligibility: _____

Holidays the service will not operate: _____

Describe existing service provided: _____

Describe back-up vehicle: _____

Describe any additional uses of the vehicle:

Modifications to the stated intended use, identified above, must be pre-approved by the Vanpool Office.

Signature

Date

Title

Municipality

FOR PACE VANPOOL OFFICE USE ONLY	
APPROVED <input type="checkbox"/>	NOT APPROVED <input type="checkbox"/>
_____ Vanpool Department Manager	_____ Date

EXHIBIT C

REQUEST FOR "NON-STANDARD" USE

PLEASE CHECK & COMPLETE ANY OR ALL OF THE FOLLOWING ITEMS

PERMIT VEHICLE TO BE DRIVEN OUTSIDE THE STATE OF ILLINOIS:

Description of out-of-state trip planned:

Date or dates of out-of-state use: _____ Date Request Submitted: / /

Approved: _____ Disapproved: _____ Date: / / _____ Pace Signature: _____

**ALTER, MARK AND/OR INSTALL EQUIPMENT IN OR ON THE
VEHICLE:**

Description of Alteration, Mark and/or Installation requested:

Date for changes to be made: _____ Date Request Submitted: / /

Approved: _____ Disapproved: _____ Date: / / _____ Pace Signature: _____

EXHIBIT D

Municipal Vehicle Program Insurance Requirements

The Municipal Vehicle Participants shall provide and maintain insurance covering all claims arising out of the performance of this contract. All insurers must maintain a rating of **A-VII** or better by A. M. Best Company. All policies shall include a **30 day notice of cancellation** provision. **Please note the additional insurance requirements outlined on the following page(s). It is important to note that the "Additional Insured" wording shown on the following page must be shown on the Certificate of Insurance exactly as it appears in this document.** Minimum insurance requirements are those paragraphs below marked with an **x**:

- Workers Compensation and Employer's Liability Insurance** affording the following limits: **Coverage A-Statutory Benefits** and **Coverage B-Employer's Liability**-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Contractors not required by statute to obtain workers compensation insurance must demonstrate to Pace's satisfaction the financial capacity to indemnify Pace against claims from Contractor's employees.

- Workers Compensation Waiver of Subrogation**
The Municipal participant and its insurer shall agree to waive their rights to subrogate against Pace or the Regional Transportation Authority for an action/incident that may have caused or contributed to an employee injury. Evidence to Pace shall be provided with the issuance of a WC 00 03 13 endorsement.

- Commercial General Liability Insurance (Broad Form)** with coverage and limits that meet or exceed the following parameters; coverage is written on an ISO CG 00 01 Coverage Form with the following limits:

Each Occurrence-\$1,000,000
General Aggregate-\$2,000,000
Products/Completed Operations Aggregate-\$2,000,000
Personal & Advertising Injury-\$1,000,000
Medical Expense (Any one person)-\$5,000

- Business Automobile Insurance** with a **Combined Single Limit (CSL)** of not less than **\$1,000,000** per accident for bodily injury and property damage liability arising from owned, non-owned, and hired automobiles. Coverage provided shall be not less than that provided by the current ISO form CA 00 01 and contain **Symbol 1= Any "Auto"** for the definition of covered autos. The covered auto designation symbols on the Municipal Participant Auto policy shall also include **"8"-Hired Autos** and **"9"- Non-owned Autos**. **Uninsured Motorist** and **Underinsured Motorist** Coverage shall be included at the minimum coverage limits mandated by the State of Illinois.

- Umbrella Liability Insurance** affording limits of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate coverage. Such umbrella coverage shall contain the following policy provisions/endorsements: defense, investigation, and supplementary payments

“outside” or “in addition to” the policy limits, 30 day Notice of Cancellation, Definition of “Who is an insured” shall include “Any person or organization” that is an insured under any policy of underlying coverage. The Municipal participant must maintain the underlying insurance as scheduled during the entire contract term.

- Professional Liability Insurance or Engineers and Consultants Errors and Omissions Insurance** coverage with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate.
- Garage Coverage** with coverage that meets or exceeds ISO CA 00 05 and Liability limits of at least \$1,000,000 each accident and \$1,000,000 aggregate. This policy should utilize Symbol 21=Any “Auto”. The physical damage coverage including comprehensive and collision should have covered auto Symbol 30=“Autos” left with you for service, repair, storage, or safekeeping. The vehicles should be insured at Actual Cash Value.
- Pollution Legal Liability Insurance (PLL) and/or Contractors Pollution Liability (CPL)** with coverage afforded for third-party claims including, but not limited to: bodily injury, property damage, and remediation expenses. Due to the variation in policy types, coverage afforded, and exclusions, Pace requires that a copy of the actual policy be provided to us for a complete review prior to acceptance of the insurance terms or exhibit that make up this agreement. The minimal liability limits required for this policy are \$1,000,000.
- Automobile Physical Damage** -with coverage afforded for **Comprehensive perils** including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and; **Collision perils**, including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground. The Physical Damage coverage limit (valuation) shall be based on the Actual Cash Value (ACV) of the vehicle(s). The Certificate of Insurance shall also name Pace Suburban Bus Service as the Loss Payee.

The Municipalities’ General Liability and Auto Liability insurance shall include the following Additional Insured/Additional Party language and endorsements:

- a. **The insurance policies shall be endorsed to provide that the Suburban Bus Division of the Regional Transportation Authority d/b/a Pace, and the Regional Transportation Authority and their employees are named as Additional Insured for “liability for ‘bodily injury’ ‘property damage’ and ‘personal injury’ caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf: (a) in the performance of your ongoing operations; or (b) for claims brought on behalf of your employees, agents, or subcontractor and their employees.”**

In addition, Pace Suburban Bus Service shall be provided with **(1)** Blanket Additional Insured wording directly from the Municipal Participant’s General Liability insurance policy **or (2)** a completed CG 20 10 07 04 **or (3)** a CG 2026 Designated Organization endorsement naming Pace Suburban Bus Service as the designated organization. Through the issuance of

these endorsements, Pace shall receive coverage for “ongoing operations” and “completed operations”.

- b. The Municipal participant’s insurance must contain the standard **Separation of Insureds provision** or an endorsement providing that, except with respect to limits, the insurance applies separately to each insured.

“Other Insurance” policy provision

The Municipal participant’s insurance coverage shall be primary, not contributory and the Certificate of Insurance shall contain language stating: **“This insurance is primary, not contributory, and not excess of any other insurance of Pace Suburban Bus Service.**

Notice of Cancellation on all Policies

Pace Suburban Bus Service shall be notified in writing at least 30 days prior to a policy cancellation for all reasons except non-payment of premium. In the case of non-payment of premium, Pace Suburban Bus Service shall receive 10 business day’s advance written notification of policy cancellation. The cancellation clause shall delete “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives”.

Claims-Made Policy

Claims-made policies shall either have (a) No Retroactive date or (b) A Retroactive date no later than the first date Pace Suburban Bus Service entered into a contractual agreement with the Contractor, Vendor, or Supplier. The Certificate of Insurance must indicate the retroactive date for all claims-made policies evidenced.

Occurrence-Form Policy

A valid Certificate of Insurance for all periods of time during which a claim might occur shall be provided to Pace Suburban Bus Service.

Disclosure of a Deductible or Self-Insured Retention (SIR)

The Municipal participant shall disclose any deductible or Self-Insured Retention (SIR) under its General Liability, Automobile Liability, or Workers Compensation policy. Insurance may be provided under a plan of self-insurance, provided that the Municipal participant notifies Pace Suburban Bus Service of its intent to self-insure (or have a deductible equal to or in excess of \$50,000) and agrees that upon request, it shall deliver to Pace each year a copy of its annual report that is audited by an independent CPA including a copy of the most recent fiscal audit and/or actuarial report of financial condition of the entire joint self-insurance (pooling) program including, but not limited to: funding levels, reserving practices, and reinsurance placements.

Insurance Company Acceptability

The Insurance carriers insuring the Municipal participant shall have a current rating of not less than A- VII and must be lawfully authorized to do business in the State of Illinois.

Within 10 days of contract award and prior to delivery of Pace-Owned equipment, the insurance company, or its authorized representative, shall submit an insurance certificate that meets or exceed the requirements contained in this exhibit and provide Pace with thirty (30)

**INTERGOVERNMENTAL AGREEMENT FOR
THE SALE OF USED VEHICLES**

In signing this agreement/contract, buyer understands that he is bound to all contents of this document unless otherwise determined by Pace. This Contract is entered into by and between the Suburban Bus Division of the Regional Transportation Authority, an organization under the laws of the State of Illinois (hereinafter called Pace) and the buyer/municipality as stated and signed herein (hereinafter called the Buyer).

WITNESSETH;

ARTICLE I - SCOPE OF WORK

- A. The Buyer agrees to purchase from Pace and Pace agrees to sell to the Buyer one or more of the used vehicles in accordance with this Contract and at the prices as set forth in the previously executed Municipal Vanpool Agreement, hereto Exhibit A.
- B. The Buyer declares that he has carefully examined the vehicles. The Buyer declares that the contract documents have been examined and has familiarized themselves with all of the conditions affecting the Contract. The Buyer understands that in making this Proposal all rights to plead any misunderstanding regarding the same are waived.
- C. The Buyer shall assume ownership of said vehicle(s), and all rights and responsibilities, as soon as the Buyer or its representative enters the vehicle in order to drive it off of Pace's property or tows it off of Pace property, including any and all liabilities relating to the vehicle, the towing and/or operation of the vehicle.
- D. In the event that the Buyer or its representative drives the vehicle off of Pace property, Buyer shall furnish evidence of auto liability insurance sufficient to cover any purchased vehicle(s) prior to driving it/them off of Pace property. In the event Buyer has the purchased vehicle(s) towed from Pace property, the towing company must furnish evidence to Pace that it is adequately insured and bonded.
- E. The Buyer shall indemnify, keep and save harmless Pace, its agents, officials and employees to the fullest extent against all injuries, losses, claims, suits, costs and expenses which may accrue against Pace arising out of the purchase of a vehicle from Pace; and/or the operation of a vehicle from Pace; and/or arising out of any warranties or breach of warranties made by the Buyer hereunder and/or arising out of the towing of the vehicle(s). The Buyer shall retain independent counsel and at its expense shall assume and defend all claims, demands and suits covered in this indemnification section.
- F. No work may be performed on any vehicle while it is on Pace's property.

ARTICLE II - PERIOD OF PERFORMANCE AND REMOVAL

- A. The Buyer shall remove the vehicles within ten (10) calendar days after Pace notifies the Buyer that the vehicles are available for removal.

- B. Pace will furnish the vehicle titles to the Buyer within ten (10) calendar days after the Buyer has removed all of the vehicles. The titles will be signed over to your municipality.
- C. Pace will require that proof of transfer of title be provided within sixty (60) calendar days from the date the vehicles are picked up. Transfer of title applications are to be submitted to the Secretary of State within 20 calendar days upon receiving the original vehicle titles from Pace.
- D. Please forward the proof of transfer to:

Kathleen Jackson
Pace Suburban Bus Service
550 West Algonquin Road
Arlington Heights, IL 60005

Proof of title transfer shall be in the form of a copy of the new title showing the buying agency's name as the new rightful owner.

This clause shall be strictly enforced. If the Buyer does not comply with this clause, it may forfeit the right to participate in future vehicle sales.

ARTICLE IV - SPECIAL CONDITIONS

A. Acknowledgments of Vehicle Condition

The Buyer purchases the vehicles "as is, where is," as they stand in their present condition and place without any warranty expressed or implied as to their condition or serviceability or for their original or any other use or purpose. Pace shall not be responsible for any parts alleged by Buyer to be missing or to have been damaged after Buyer's inspection of the vehicles. In the event the vehicles are damaged by fire, storm, lightning or flood on Pace premises prior to pickup, Buyer's payment for said vehicles will be refunded.

B. Acknowledgment of Vehicle Use

The Buyer agrees to use the vehicle as part of the Buyer's fleet of vehicles used to provide transportation services for purposes stated in Exhibit B attached to this Agreement until the Buyer in its sole discretion determines that the vehicle may no longer be safely or reliably operated for such purposes. Buyer agrees to give written notice to Pace when it disposes, transfers or sells said vehicle, which notice shall include to whom it is sold or transferred, the date of the transaction and the mileage at the time of the transaction.

C. Notices

Except as otherwise specified in the agreement/contract, all requests, notices, demands, authorizations, directions, consents or waivers or other documents required or permitted under this contract shall be in writing and shall be delivered in person to, or deposited postage prepaid in the mails of the United States addressed to Pace, Purchasing Section Manager.

D. Entire Agreement

This contract, together with any other documents expressly incorporated into the foregoing, contain the entire agreement between the parties hereto and there are no prior or contemporaneous

oral or written understandings or agreement binding on Pace affecting the subject matter of this contract other than those expressly referred to herein. No agreement, other understanding of acknowledgment, invoice, or other form used by Buyer, in any way purporting to modify or alter the provisions of this order resulting from Acceptance by Buyer of this contract, will be binding upon Pace unless made in writing and signed by Pace's authorized representative.

E. Legal Requirement

This contract is placed and shall be interpreted under the laws of the State of Illinois and the Buyer agrees and consents that only the courts of Illinois, the United States District Court for the North District of Illinois and Federal Appellate Courts shall have jurisdiction over controversies arising out of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date of award shown below.

By execution below, Buyer hereby offers to purchase the vehicles as indicated herein and understands that this Contract serves as a final bill of sale.

BIDDER/BUYER

Municipality Name

Street Address

City, State and Zip Code

Authorized Signature

Telephone Number

By execution below PACE accepts offer as indicated above.

Signature

Title

Date of Award

Vehicle VIN

EXHIBIT B-1

Intended Use of Pace Van(s)

Describe intended use of Pace van(s):

Modifications to the stated intended use, identified above, must be pre-approved by the Vanpool Office.

Signature

Date

Title

Municipality

FOR PACE VANPOOL OFFICE USE ONLY

APPROVED

NOT APPROVED

Vanpool Department Manager

Date

The City of Berwyn



Brian L. Pabst
City Administrator

A Century of Progress with Pride

Date: September 24, 2010

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

The accounting firm Sikich has performed the last six annual audits of the City's financial statements. While the quality of their work and their service has been very good over that period, it is advisable to periodically consider other firms in order to 1) get a fresh perspective on the City's controls and operations and 2) insure that the fees that the City is paying are competitive.

As a result, we have solicited quotes from three accounting firms that have expertise in government and a reputation for quality work in this specialized area. These are Wolf & Company, Crowe Horwath, and Sikich. Reflecting current economic conditions and an increasingly competitive environment, all three quotes represented a significant reduction from the fees paid for the 2009 audit which were \$72,000.

All three quotes were very comparable in terms of fees. However, Crowe Horwath was the lowest at \$62,000. Their complete proposal is attached to this communication.

Recommendation:

Grant permission to enter into a one year agreement with Crowe Horwath to perform the 2010 financial and single audit for the City and authorize the City Administrator and City Attorney to execute said agreement.

Sincerely,

Brian Pabst
City Administrator

Proposal to Provide Audit Services



July 29, 2010



Submitted to:
John Wysocki, Finance Director
City of Berwyn
6700 West 26 Street
Berwyn, Illinois 60402

Submitted by:
John C. Weber, Partner
Crowe Horwath LLP
One Mid America Plaza, Suite 700
Post Office Box 3697
Oak Brook, Illinois 60522-3697
Direct 630.706.2099
Office 630.574.7878
Fax 630.574.1608
john.weber@crowehorwath.com



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Oak Brook, Illinois 60522-3697
Tel 630.574.7878
Fax 630.574.1608
www.crowehorwath.com

Transmittal Letter

July 29, 2010

John Wysocki, Finance Director
City of Berwyn
6700 West 26 Street
Berwyn, Illinois 60402

Dear John:

Crowe Horwath LLP (Crowe) appreciates the opportunity to present our firm to the City of Berwyn (the "City"). We are proposing to provide professional auditing services for fiscal year ending December 31, 2011.

This proposal illustrates why Crowe is uniquely qualified to serve as the external audit firm for the City. It also demonstrates how we differentiate our services from other firms. Our "Areas of Excellence" provide focus for industry and discipline-based specialties. This focused approach allows us to be recognized as a leading provider of services and solutions in local government. The leadership that can only come from direct Partner involvement in every client relationship provides a higher level of expertise and commitment to responsive services that is not always found in other firms.

Firm Background and Qualifications

Crowe provides innovative business solutions in the areas of assurance, consulting, risk management, tax and technology. Celebrating more than 66 years of "Building Value with Values," Crowe is one of the top 10 public accounting and consulting firms in the United States. Crowe employs more than 2,400 professionals across many areas of expertise, including Public Sector Services (PSS).

Our PSS Group works with **state and local government entities**, special purpose districts, school districts, colleges and universities, membership organizations and many other not-for-profit entities. This group provides expertise in assurance, financial advisory services, and many consulting areas including operations, technology, utility rates, regulatory and other disciplines.

We are confident that we are well qualified to provide these services to the City:

- We are dedicated to working with **government**. Our PSS group is comprised of more than 125 individuals, and serves more than 400 governmental organizations nationwide.
- Our firm and our employees are committed to quality. Our firm has established an internal independent Assurance Professional Practice that reviews all reports to ensure quality control standards of the firm are met.

- We maintain close working relationships with the AICPA, including membership in the AICPA Governmental Audit Quality Center, the American Association of Government Accountants, the Government Finance Officers Association and the Illinois Government Finance Officers Association. Members of our firm are active participants on the **Government Finance Officers Association Comprehensive Annual Financial Report Review Committee, including individuals that will be assigned to the City audit.** In addition, members of our firm serve on the AICPA's State and Local Government Expert Panel and CPE Advisory Committee.
- John Weber, your Engagement Partner has recently been appointed to the U.S Government Accountability Office - Advisory Council on Government Auditing Standards.
- Crowe possesses valuable experience with the Single Audit Act and OMB Circular-A133 requirements. Based on 2009 submissions to the Federal Audit Clearinghouse, having audited over \$3.3 Billion in Federal Funds in 2009.
- Crowe provides thought leadership to our clients through our Government Advantage newsletter, e-communications, White Papers, Webinars and on site training programs. We are committed to ensuring timely relevant educational opportunities to City of Berwyn.
- Crowe has recently developed an innovative tool for our clients, as well as our own audit personnel to more effectively manage the many requests for information necessary to conduct an audit. CiRT is a secure web-based repository that allows the auditors to post requests for pre-audit information, and for City personnel to respond (most often via attachments). All CiRT requests/responses and questions/answers are maintained in an easy-to-access website for both the current year and the prior year. And, because all CiRT requests are tracked by assigned individual, status, due date and complete date, both City and the audit team are easily able to monitor the progress and quickly address any issues in the audit information request/response process.

Concluding Comments

This proposal is being submitted by John Weber, who is authorized to represent the firm, is empowered to submit the proposal and is authorized to negotiate and execute a contract with the City of Berwyn.

Crowe Horwath LLP is fully qualified to provide superior services to the City. Equally important, we have a strong desire to assist you and believe that we can add value to you by completing the audit in a timely manner and by actively seeking ways to assist you in improving your operations. Crowe is committed to perform the work and to meet the stipulated timelines identified by the City.

We appreciate this opportunity to present our firm for your consideration, and if selected, will give the City our closest attention. Crowe's entire team is looking forward to providing high-quality, timely and cost-effective services to the City of Berwyn. Should you have any questions or require additional information, please do not hesitate to contact me directly at 630.706.2099, or by email at john.weber@crowehorwath.com.

Sincerely,



John C. Weber, CPA
Partner

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AFFILIATES – Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss Verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

Firm Qualifications and Experience

Firm Overview

Crowe Horwath LLP (www.crowehorwath.com) is one of the largest public accounting and consulting firms in the United States. Under its core purpose of "Building Value with Values®," Crowe assists public and private company clients in reaching their goals through audit, tax, advisory, risk and performance services. With 26 offices and 2,400 personnel, Crowe is recognized by many organizations as one of the country's best places to work. Crowe serves clients worldwide as an independent member of Crowe Horwath International, one of the largest networks in the world, consisting of more than 140 independent accounting and management consulting firms with offices in more than 400 cities around the world.

Position in the Industry

For the 14th consecutive year, *Public Accounting Report* ranked Crowe as one of the top 10 public accounting and consulting firms in the United States. *PAR* ranked Crowe as the ninth largest firm, based on U.S. net revenue, in its list of this year's "Top 100 Firms." *PAR* also noted that Crowe ranked seventh in the number of audit clients in the top 100 list, as ranked by the number of Securities and Exchange Commission registrant companies.

Office Locations

Crowe serves clients in all 50 states from 26 offices throughout the United States, including,



- California: Los Angeles, Orange County
- Florida: Fort Lauderdale (2), Tampa, Lakeland
- Georgia: Atlanta
- Illinois: Chicago, Oak Brook, Springfield
- Indiana: Elkhart, Ft Wayne, Indianapolis (2), South Bend
- Kentucky: Lexington, Louisville
- Michigan: Grand Rapids
- New Jersey: Livingston, Mount Laurel
- New York: New York
- Ohio: Cleveland, Columbus
- Tennessee: Knoxville, Nashville
- Texas: Dallas/Fort Worth

Areas of Specialization

Crowe is unique in that we have dedicated teams focused on key industry issues, including:



- Construction
- Dealerships
- Educational Institutions
- Financial Institutions
- Food and Agriculture
- **Government**
- Healthcare
- Manufacturing and Distribution
- Not-for-Profit
- Private Equity Groups

Building Value with Values®

Crowe is dedicated to building value for our clients. We achieve this through a unique management philosophy and a value-driven culture based upon integrity, trust, and mutual respect. For over 65 years, this culture has allowed Crowe to provide uncompromised advice and accountability to our clients with a level of responsiveness and attention that clients may not get from other firms.

Crowe's mission is to create extraordinary value for our clients and for our people by building an organization with a distinctive culture attuned to the needs of our clients, our people and our communities. We choose to build an inspirational, challenging and values-driven place to live and work, which creates lasting value and growth for our clients, people, communities and our firm.



To our clients, we will be their most highly valued partner with the highest reputation for excellence, innovation and integrity.

For our people, we will provide an environment that enables them to make a difference, achieve their full potential, have fun and be part of building something they care about.

To our communities and business alliances, we will be a highly desirable partner in achieving shared social and economic goals.

Our firm will be financially successful and the **Industry leader** in our chosen areas of focus.

We believe that for a partnership to truly succeed, all members of the partnership need to win – the clients who engage us, the professionals who complete the work, and the firm itself. In working with Crowe, our clients find an organization that is both willing and able to work interactively in order to identify problems, develop and implement solutions, and capitalize on opportunities.

The Big Four Reasons to Consult Crowe

- **The value we bring to our clients.** We help clients succeed by combining thought leadership in a number of key industries with a comprehensive set of technical business competencies. By seeking to understand the critical issues facing our clients' businesses, we are able to bring together teams of industry and technical experts who work to create the exact solution that meets the needs of our clients.
- **The values we live daily.** We care, we share, we invest, and we grow. These are the four core values that ground our firm. We care for one another, our clients, our firm, and our communities. We choose to work as a family, sharing responsibilities and outcomes. Our culture is characterized by a desire to invest in our people and to build our resources for the long-term maximization of value to our clients. Through unity of purpose and stewardship, the concept of enriching and holding the firm "in trust" for the legacy of future generations is strong.
- **Integrity and Independence.** As a result of changes in Securities and Exchange Commission (SEC) regulations and corporate governance standards, many companies are searching for new providers of assurance and consulting services outside of the Big Four. As a registered firm with the Public Company Accounting Oversight Board (PCAOB), Crowe conducts regular training and testing with respect to current independence rules. It is important to us that we maintain high ethical standards and deliver on our commitments.
- **A high level of service commitment.** We are committed to personal service and integrity. The high expectations we set for our service delivery teams are articulated in client service standards.

Government Services Overview

Crowe has been serving the needs of government organizations for more than 40 years. We work with many different types of government organizations, including, school districts, municipalities, counties, library districts, special service districts, state agencies, and quasi-governmental entities.

Our Public Sector Services (PSS) Group is comprised of over 125 professionals in six states and has worked with **400 state and local governments and other public sector entities**. This group provides expertise in assurance, financial advisory services, and many consulting areas including operations, technology, utility rates, regulatory and other disciplines. We have provided detailed information on the key personnel in the *Partner, Supervisory and Staff Qualifications and Experience* section of our proposal.

Today's government leaders are charged with delivering superior service in the midst of declining revenues and funding, greater public demand, and increasingly complex regulations. At Crowe, we strive to help governments to better serve their communities by providing solutions that improve performance, optimize revenue, and manage risk. Crowe's innovative solutions help address the financial and operational issues most critical to governments in challenging economic times. Our extensive scope of competencies – business process, technology, finance, accounting, fraud investigation, risk consulting, economic development, and performance- allows us to deliver effective, cost-efficient services.

Improve Performance	Optimize Revenue	Manage Risk
<ul style="list-style-type: none"> ■ Plan for Success: Strategic Advisory Services ■ Practice Operational Efficiency: Program Effectiveness Services ■ Utilize Advanced Technology: Business System Implementation Services ■ Grow a Talented Workforce: Organizational Effectiveness Services 	<ul style="list-style-type: none"> ■ Maximize Fiscal Resources: Financial Management Services ■ Cultivate Economic Growth: Economic Development Services 	<ul style="list-style-type: none"> ■ Mitigate Financial Risk: Financial Risk Management ■ Ensure Regulatory Compliance: Regulatory Compliance Risk Management ■ Monitor Stimulus Funding: Accountability Risk Management ■ Protect Data and Technology: Information Technology Risk Management

Goal	Strategy	Services
Improve Performance	Plan for Success: Strategic Advisory Services	<ul style="list-style-type: none"> ▪ Strategic Planning ▪ Performance Review ▪ Shared Services ▪ Technology Planning
	Practice Operational Efficiency: Program Effectiveness Services	<ul style="list-style-type: none"> ▪ Process Optimization ▪ Cross-sector Collaboration ▪ Program Management ▪ Organizational Change Management
	Utilize Advanced Technology: Business System Implementation Services	<ul style="list-style-type: none"> ▪ Enterprise Systems ▪ Enterprise Content Management ▪ Constituent Support Systems ▪ Web-site Development ▪ Performance Management
	Grow a Talented Workforce: Organizational Effectiveness Services	<ul style="list-style-type: none"> ▪ Human Resources Strategy ▪ Staffing Assessment and Recruiting ▪ Compensation and Rewards

Goal	Strategy	Services
Optimize Revenue	Maximize Fiscal Resources: Financial Management Services	<ul style="list-style-type: none"> • Debt Issuance and Management • Financial Management • Rate/Revenue Studies • Budgeting and Forecasting
	Cultivate Economic Growth: Economic Development Services	<ul style="list-style-type: none"> • Tax Increment Financing • Fiscal Impact Studies • Smart Growth Initiatives
Manage Risk	Mitigate Financial Risk: Financial Risk Management	<ul style="list-style-type: none"> • Financial and Single Audit Reporting • Forensic Accounting and Fraud Investigation • Arbitrage Rebate • Verification
	Ensure Regulatory Compliance: Regulatory Compliance Risk Management	<ul style="list-style-type: none"> • Corporate Governance • Enterprise Risk Management • Internal Audit • Federal and State Programmatic Compliance
	Monitor Stimulus Funding: Accountability Risk Management	<ul style="list-style-type: none"> • Fund Monitoring and Reporting • Communication • Program Management • Fraud Prevention/Recovery • Benchmarking
	Protect Data and Technology: Information Technology Risk Management	<ul style="list-style-type: none"> • Data Privacy • Web Services Security • Vulnerability and Threat Management • Business Continuity Management

Similar Engagements with Other Government Agencies

Government Experience

To demonstrate our government audit and advisory experience, we have provided below a representative listing of our governmental clients worked on in the last ten years. In this list, we have indicated those entities that are current or past recipients of the Certificate of Achievement for Excellence in Financial Reporting award as well as those clients for whom we have performed Single Audits as required by OMB Circular A-133. All financial audit clients presented in this listing report in accordance with governmental accounting standards.

Government Type	Clients	Financial Audit	A-133 Audit	GFOA/ASBO
Municipalities	Village of Bellwood	x		
	Village of Bensenville	x		x
	Village of Bridgeview	x		
	City of Burbank	x	x	
	Village of Burnham	x		
	City of Calumet City	x	x	
	Village of Elmwood Park	x		

Government Type	Clients	Financial Audit	A-133 Audit	GFOA/ ASBO
	Village of Forest Park	X	X	
	Village of Glendale Heights	X	X	X
	Village of Glenwood	X		
	Village of Gurnee	X		X
	City of Forth Worth, TX (CAFR Preparation Consulting)			X
	Village of Hillside	X		X
	Village of Homewood	X		X
	City of Indianapolis	X		
	Village of Merrionette Park	X		
	City of Oak Forest	X		
	Village of Orland Hills	X		
	City of Plano	X		
	Village of Posen	X		
	Village of River Grove	X		
	Village of Rantoul	X	X	X
	Village of Stickney	X		
	City of Lakeland, FL	X	X	X
	Lakeland Electric	X	X	X
Counties	Forest Preserve District of Cook County	X	X	X
	Kane County	X	X	X
	Logan County	X	X	
	St. Clair County Circuit Clerk	X		
	Will County	X	X	X
	Hamilton County (Consulting)		X	
	Broward County Sherriff, (Consulting CAFR recommendations)			X
	Miami Dade County (Consulting)			
	Broward County (new engagement awarded 9/30/2010 audit for five years)	X	X	X
Special Districts	North Texas Tollway	X		
	Brookfield North Riverside Water Commission	X		
	Chicago Heights Park District	X		
	Chicago Transit Authority	X	X	X
	Cicero Township Trustees of Schools	X		
	Fort Wayne-Allen County Airport	X	X	X

Government Type	Clients	Financial Audit	A-133 Audit	GFOA/ASBO
	Indianapolis Housing Agency	x		
	Indiana Toll Road	x		
	Indygo Public Transportation	x	x	
	Justice Willow Springs Water Commission	x		
	Lexington Airport Authority	x	x	
	Metropolitan Sewer District of Louisville	x	x	
	Metra	x	x	
	Northern Indiana Commuter Transportation Agency	x	x	
	Norwood Park Fire Protection District	x		
	Pace, Suburban Bus Division of the RTA	x	x	x
	Ports of Indiana	x	x	
	South Bend Public Transportation	x	x	
	Lakeland Area Mass Transit District	x	x	
	Lakeland Linder Regional Airport	x	x	
	Lakeland Community Redevelopment Authority	x		
Townships	Leyden Township	x		
	Orland Township	x		
	Township of Addison	x		
School Districts	Arlington Heights School District #25	x	x	x
	Berwyn North School District #98*	x	x	
	Chicago Public Schools (Internal Audit Services)			x
	Community Consolidated High School District #155	x	x	
	Crystal Lake Elementary School District #47	x	x	x
	Community Consolidated School District #59	x	x	x
	Oak Park River Forest School District #200	x	x	x
	Palos Community Consolidated School District #118	x	x	x
	Proviso Township High School District #209	x	x	
	Springfield School District #186	x	x	x
	Schiller Park School District #81	x	x	
West Aurora School District #129	x	x		
Community Colleges and Public Universities	College of DuPage	x	x	x
	College of Lake County	x	x	x
	Kentucky State University	x	x	
	Lincoln Land Community College	x	x	

Government Type	Clients	Financial Audit	A-133 Audit	GFOA/ASBO
	Moraine Valley Community College	x	x	x
	Morton College	x	x	
	Northern Kentucky University	x	x	x
	Prairie State Community College	x	x	
	South Suburban College	x	x	x
	Triton College	x	x	x
	Western Kentucky University	x	x	x
	Kentucky Community Technical College System	x	x	x
	University of South Florida Sun Dome	x		
State Agencies	Illinois Office of the Auditor General			
	Illinois State Treasurer	x	x	
	Southern Illinois University	x	x	
	Indiana Bond Bank	x		
	Indiana Department of Transportation	x		
	Indiana Finance Authority	x		
	Indiana State Armory Board	x		
	New Mexico State Treasurers Office	x		
	Florida Agency for Workforce Innovation (Consulting Internal Control Documentation)			x
	Florida Department of Health	x	x	
State of Arkansas – Division of Legislative Audit	x			

Proposed Fees

Crowe believes in providing high-quality professional services at a fair price. We work hard to minimize the cost to our clients by effective pre-planning the engagement, budget control of staff time, electronic audit work papers, use of "state of the art" audit software, and maximum utilization of schedules and data prepared by your accounting personnel.

We have provided below our total all-inclusive maximum price, including all direct and indirect costs and out-of-pocket expenses for the fiscal year ended December 31, 2011.

Service	2011 Fees
Financial and Single Audit for the City	\$62,000
Financial Audit for the Police Pension Fund	3,500
Financial Audit for the Fire Pension Fund	<u>3,500</u>
Total for the fiscal year ended December 31, 2011	\$69,000

Fee Assumptions

We encourage regular communication with our clients. We will not bill you for regular phone calls and technical updates. However, for more substantial projects outside the scope of the audit that generally require written reports, we will agree on fees prior to incurring billable hours.

This estimate takes into account the agreed-upon level of preparation and assistance from your personnel. We will advise management should this not be provided or should any other circumstances arise that may cause our time to exceed this estimate. These fees do not consider any time that might be necessary to assist management in the implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements that may apply. If there is a significant change in your organizational structure or size due to acquisitions or other events, we reserve the right to revise our fees. Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services and which may delay the issuance of our report on the financial statements. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements and new financial statement disclosures
- New accounting standards or interpretations
- Work due to the identification of, and management's correction of, fraud, irregularities, errors or inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal controls
- New or unusual transactions
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to audit information
- Rescheduling of audit fieldwork without reasonable notice (at least a full week in advance)

To the extent that the amount of time required to provide the services described in this letter increases due to such changes or that additional time is required to complete any new tasks required by such changes, we reserve the right to adjust our fees appropriately. We will present you with our estimate of any fee revisions before beginning our work in the impacted area(s).

Our fee includes compliance audits for one major program for the Single Audit. If Federal Funding increases to the level that requires additional programs to be tested we will revise our fees accordingly.

This fee takes into account a level of preparation and assistance from your personnel such as preparing various schedules included in the financial statements, and preparing various supporting workpapers and schedules as will be detailed in our client assistance list that is provided at the start of the engagement.

We assume that we will be provided an auditable balanced trial balance that includes all modified and full accrual entries at year end, that all bank and investment accounts will be reconciled to the trial balances through the end of the year being audited, that beginning net assets will be reconcilable to prior year audited ending net assets and that certain schedules will be prepared for us to support or clarify amounts reported on the trial balances. Our fee assumes that the City has established a financial reporting system and that the City will prepare and produce the financial statements. Additionally, we assume the City will provide a copy of the fixed asset subsidiary ledger, including current year additions and dispositions and depreciation. We assume that requested records such as invoices, contracts, agreements and supporting documentation will be located and provided to us.

Rates for Additional Professional Services

At Crowe, we consider regular contact with our clients to be an important component of our service delivery. Accordingly, our proposed fees include routine accounting, reporting and other compliance assistance and advice for phone calls and in-person meetings. Assistance with more complex questions, issues or projects will be provided at a mutually agreed-upon price based on our hourly billing rates.

The ranges of hourly rates of our professional staff are as follows:

Position	Rate
Partner	\$250 - \$400
Manager/Supervisor	\$170 - \$250
Senior Staff	\$125 - \$170
Staff	\$90 - \$125

J-5



Berwyn Public Library

2701 S. Harlem Avenue ♦ Berwyn, IL 60402-2140 ♦ 708.795.8000 ♦ 708.795.8101

Web address: <http://www.berwynlibrary.net>

September 23, 2010

Re: Replacement of Page (16 hrs)
Page (13 hrs)

City Clerk Pavlik:

Please add to the Tuesday, September 28, 2010 City Council agenda. These positions are both replacements and budgeted in the 2009 and 2010 library budget. The job description is attached.

Page (16 hrs)

\$8.00 – 8.25/hr

This position was held by Lizabeth Gomez. She was promoted to an AV Library Assistant I (20 hrs) position that was approved by City Council on Tuesday, September 14, 2010. The position was approved for rehire by the library board on September 21, 2010. This is a shelving position that is most often held by a student.

Page (13 hrs)

\$8.00 – 8.25/hr

This position was held by Elizabeth Behrendt who resigned to take another job outside the library. The position was approved for rehire by the library board on September 21, 2010. This is a shelving position that is most often held by a student.

Thank you for your consideration of this request.

Respectfully yours,

Tammy Clausen
Library Director

**CITY OF BERWYN
CLASS SPECIFICATION**

PAGE

DISTINGUISHING FEATURES OF WORK:

Under the direction of the Department Head sorts and shelves library materials.

ILLUSTRATIVE EXAMPLES OF WORK

1. Shelves library materials in the correct order; shifts materials as needed; and reads shelves.
2. Straightens tables and chairs; shelves materials that are lying on tables and shelves; maintains the neat and orderly appearance of the library.
3. Loads and moves fully loaded double-sided book carts.
4. Answers directional questions.
5. Performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

EDUCATION:

Minimum requirement completion of at least 2 years of High School.

EXPERIENCE:

Requires elementary knowledge of library functions and procedures.

**Berwyn Public Library
Staff Vacancy**

Position: **Page**
Salary: \$8.00 – 8.25 hourly
Schedule: 13 hours
Application deadline:
Start date:

DISTINGUISHING FEATURES OF WORK:

Under the direction of the Department Head or appointee, sorts and shelves library materials.

ILLUSTRATIVE EXAMPLES OF WORK:

1. Shelves books, magazines, videos, books on tape, music CD's, Cdroms, DVD's and other materials in the correct order; shifts as needed; and reads shelves.
2. Straightens tables and chairs; shelves items that are lying on tables and shelves. Maintains the neat and orderly appearance of the library.
3. Loads and moves fully loaded double-sided book carts.
4. Answers directional questions.
5. Performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

EDUCATION:

Must be 16 years old. Must pass Page Test.

**Berwyn Public Library
Staff Vacancy**

Position: **Page**
Salary: \$8.00 – 8.25 hourly
Schedule: 16 hours
Application deadline:
Start date:

DISTINGUISHING FEATURES OF WORK:

Under the direction of the Department Head or appointee, sorts and shelves library materials.

ILLUSTRATIVE EXAMPLES OF WORK:

1. Shelves books, magazines, videos, books on tape, music CD's, Cdroms, DVD's and other materials in the correct order; shifts as needed; and reads shelves.
2. Straightens tables and chairs; shelves items that are lying on tables and shelves. Maintains the neat and orderly appearance of the library.
3. Loads and moves fully loaded double-sided book carts.
4. Answers directional questions.
5. Performs other duties as required or assigned which are reasonably within the scope of the duties enumerated above.

EDUCATION:

Must be 16 years old. Must pass Page Test.

Jb
The City of Berwyn



James J. Frank
IT Director

A Century of Progress with Pride

September 23, 2010

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

Re: Approval of Library IT Manager Posting

Mayor Lovero and Members of the City Council:

Per recent discussions with the Library Board and Director, the City IT department is requesting City Council's permission to wave the hiring freeze and advertise for a Library IT manager, as discussed in tonight's closed session.

Attached with this memo are communications from Library Board President John Chrastka and Library Director Tammy Clausen, as well as the job description for the proposed hire.

Respectfully submitted,

James Frank
Director, Information Technology

Berwyn Public Library
Board of Trustees
2703 S. Harlem Ave
Berwyn, IL. 60402

24 September 2010

To Mayor Lovero and City Council:

At our Monday, September 20th, 2010 meeting, the Berwyn Library Board unanimously accepted a proposal from Jim Frank, city IT Director, for his office to take over direct responsibility for the IT needs of the library. The proposal is understood to include staffing and purchasing requirements that will continue to be paid from the library budget, that hiring would be conducted consultatively with the library Director, and that staff would be officed at and dedicated primarily to the library. Particular details concerning implementation of the plan have been referred to a board committee for oversight and the library Director has been charged with day-to-day management of the consolidation process.

The board refers this matter for your attention and requests that the Council endorse consolidation of the library IT management into the city's IT department structure.

Sincerely,

A handwritten signature in black ink, appearing to read "John Chrastka". The signature is fluid and cursive, written in a professional style.

John Chrastka

President, Board of Trustees
Berwyn Public Library



September 24, 2010

James Frank, IT Director
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

Dear Jim,

I am writing to confirm the Library Board's unanimous decision to consolidate the Library's information technology functions with the rest of the City at the September 20, 2010 board meeting. At present, the division comes at a significant annual cost to the Library and requires a separate email system. The Library has also not been able to benefit from the technological infrastructure developed by your department and is eager to streamline many of our redundant equipment and service needs.

For the past several months, the ad hoc Technology Committee established by the Board has been meeting with representatives from area IT consulting firms to explore and price the services they could offer. After deliberation, the Board and I have concluded that the best solution for the Library would be your proposal of the consolidation of IT services with the City of Berwyn.

This consolidation includes the transfer of the Library's IT budget and personnel monies to the City's Information Technology Department. This will be done on an annual basis. The Library IT Manager will report to the City IT Department, but be housed at the library. The target range for the dedicated Library IT Manager is approximately \$60,000.00.

I will help selected the Library IT Manager, and the Technology Committee and I will have significant input into the three year library technology plan, but the day-to-day management of the position will be left to the City's IT Department.

We look forward to working with you,

Tammy Clausen
Library Director



A Century of Progress with Pride

STAFF VACANCY

Position: Library IT Manager
Location: Berwyn, Illinois
Salary: Commensurate With Experience
Application Deadline: October 13th 2010

POSITION DESCRIPTION:

Under the supervision of the City Information Technology Director, the library IT manager provides for full management, support and service, at all levels, of the library's IT systems.

ESSENTIAL FUNCTIONS:

- Establishing policies and procedures as well as adhering to overall City IT policies
- Interpreting, enforcing best practices and regulations in regards to public computing resources
- Integrating new, beneficial technologies and services into library processes
- Providing secure computing environments, including the segregation of public and private library networks
- Purchasing, budgeting, planning library IT annual expenditures
- Integrating existing City IT infrastructure, centralizing computing resources when desired
- Streamlining and automating maintenance tasks, deployments, break-fix scenarios
- Researching, writing, and applying for library-related technical grants
- Collaborating with City IT staff in effort to standardize platforms, software, etc.
- Ensuring highly available, dependable computer networks
- Determining, planning, and executing technological goals and objectives

REQUIRED ABILITIES:

- Understanding of and impressive experience with Windows-based server management, software consolidation, hardware repair
- Core competencies in fundamentals of TCP/IP networking, enterprise design and architecture, remote services
- Ability to lead vision, management, and support for all IT-related responsibilities
- Friendly, open-minded, and professional attitude required under stressful situations
- Excellent communications skills, adaptable to wide-range of personalities
- Must be able to pass criminal background check
- Must be able to lift and carry 60 lbs

EXPERIENCE AND TRAINING:

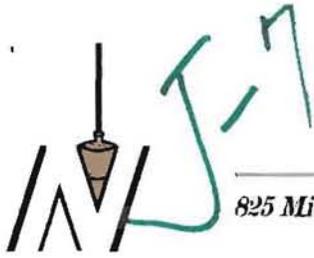
- Bachelor's (in related IS field) required
- A+/Network+/MCP or equivalent certification required
- CCNA/MCSE preferred
- Library IT management experience strongly preferred
- Minimum of 5 years experience in progressively complex Information Technology, PC support, and/or related technology architecture required

APPLICATIONS:

May be obtained at Berwyn City Hall, 6700 W. 26th Street, Berwyn, Illinois 60402 and at the city website www.berwyn-il.gov. All applications must be returned to Berwyn City Hall by 5:00 PM on October 13th, 2010.

AN EQUAL OPPORTUNITY EMPLOYER:

All City of Berwyn applicants will be afforded equal employment opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or unfavorable discharge from military service.



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

*Civil Engineers/
Municipal Consultants*

September 21, 2010

Hon. Mayor & City Council
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

Re: **2010 MFT Maintenance
Pavement Marking
MFT Section No. 10-00000-05-GM**

Mesdames & Gentlemen:

Enclosed is a copy of the "Tabulation of Bids" for the bids that were received and opened for the above-captioned project at 1:30 p.m. on September 20, 2010. One (1) bid was received and found to be correct.

Mark-It Corporation submitted a bid in the amount of \$48,586.00, which was \$19,464.00 (28.60%) below the Engineer's Estimate of \$68,050.00.

Mark-It Corporation has been prequalified by IDOT to perform this type of work, and has performed well for the City in the past. We, therefore, recommend that the Contract be awarded to **Mark-It Corporation, 643 Parkwood Avenue, Romeoville, IL. 60446**, in the amount of **\$48,586.00**, pending completion of the eight calendar day bidder protest period.

Please call if you have any questions regarding this matter.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John E. Fitzgerald, P.E.

JEF/ce
Enclosure

cc: Mr. Brian Pabst, City Administrator, w/Enc.
Mr. Robert Schiller, Director of Public Works, w/Enc.
Ms. Marilyn Solomon, Field Engineer, IDOT, w/Enc.
File No. 09356(5)

Date: 8/21/2010

TABULATION OF BIDS

Page 1 Of 1

OWNER: CITY OF BERWYN
 PROJECT DESCRIPTION: 2010 MFT MAINTENANCE - MFT SECTION NO. 10-00000-05-GM
 PAVEMENT MARKING
 BID OPENING: SEPTEMBER 20, 2010 @ 1:30 P.M.

PROJECT NO : 09356(5)

				Engineers Estimate		Mark-It Corporation 643 Parkwood Romeoville, IL. 60446 5% Bid Bond			
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Pavement Marking Removal	S.F.	160	1.00	160.00	3.00	480.00		
2	Thermoplastic Pavement Marking - Letters and Symbols	S.F.	300	5.00	1,500.00	4.00	1,200.00		
3	Thermoplastic Pavement Marking - Line 4"	FOOT	3200	0.75	2,400.00	0.78	2,496.00		
4	Thermoplastic Pavement Marking - Line 6"	FOOT	1800	1.30	2,340.00	0.95	1,710.00		
5	Thermoplastic Pavement Marking - Line 12"	FOOT	3700	2.50	9,250.00	1.25	4,625.00		
6	Thermoplastic Pavement Marking - Line 24"	FOOT	1700	5.00	8,500.00	3.75	6,375.00		
7	Curb Painting	FOOT	26000	1.65	42,900.00	1.20	31,200.00		
8	Insurance Provisions - Complete	LSUM	1	1,000.00	1,000.00	500.00	500.00		
Totals:					68,060.00		48,586.00		
Bid Error Corrections:									
Corrected Totals - - -							48,586.00		
Over / Under - - - -							-19,464.00		
Percent - - - -							-28.60%		



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0138

September 23, 2010

Hon. Mayor & City Council
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

Re: 2010 MFT Maintenance
Sidewalk and Curb & Gutter Repairs - REBID
MFT Section No. 10-00000-06-GM

Mesdames & Gentlemen:

Enclosed is a copy of the "Tabulation of Bids" for the bids that were received and opened for the rebid of the above-captioned project at 10:00 a.m. on September 23, 2010. Six (6) bids were received, checked for accuracy, and found to be correct.

The low bidder was Robert R. Andreas & Sons, Inc., submitting a bid in the amount of \$136,425.00, which was \$17,000.00 (11.08%) below the Engineer's Estimate of \$153,425.00.

Robert R. Andreas & Sons has been prequalified by IDOT for this type of work. We, therefore, recommend that the Contract be awarded to Robert R. Andreas & Sons, Inc., 3701 S. 61st Avenue, Cicero, IL. 60804 in the amount of \$136,425.00, pending completion of the eight calendar day "Responsible Bidder Protest Period on Local Lettings".

Please call if you have any questions regarding this matter.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.


John E. Fitzgerald, P.E.

JEF/ce
Enclosure

cc: Mr. Brian Pabst, Administrator, w/Enc.
Mr. Robert Schiller, Director of Public Works, w/Enc.
Ms. Marlin Solomon, Field Engineer, IDOT, w/Enc.
File No. 09356(6)

Date: 8/22/2010

TABULATION OF BIDS

Page 1 of 1

OWNER: CITY OF BERWYN
 PROJECT DESCRIPTION: 2010 MFT MAINTENANCE- MFT SECTION NO. 10-00000-06-GM
 SIDEWALK AND CURB & GUTTER REPAIRS
 BID OPENING: SEPTEMBER 23, 2010 @ 10:00 A.M.

PROJECT NO : 08356(B) REBID

Item No	Description	Unit	Quantity	Engineers Estimate		Robert R. Andreas & Sons 3701 S. 61st Avenue Clare, IL 60804 10% Bid Bond		Schroeder & Schroeder 7306 Central Park Skokie, IL 60076 8% Bid Bond		Kings Point 920 County Line Road Bensenville, IL 60106 5% Bid Bond		OTLand Construction, LLC 600 S. County Line Rd., #1N Bensenville, IL 60106 5% Bid Bond		Globe Construction 1781 Armitage Court Addison, IL 60101 5% Bid Bond		A. Lamp Concrete Entrepr. 1800 Wright Boulevard Schaumburg, IL 60193 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sidewalk Removal	S.F.	12,000	2.00	24,000.00	1.00	12,000.00	1.00	12,000.00	1.00	12,000.00	1.00	12,000.00	1.50	18,000.00	1.00	12,000.00
2	Portland Cement Concrete Sidewalk, 6"	S.F.	12800	4.00	51,200.00	4.75	61,000.00	4.50	57,600.00	5.67	71,616.00	4.00	51,200.00	5.00	64,000.00	5.00	64,000.00
3	Detachable Manholes	S.F.	50	32.00	1,600.00	25.00	1,250.00	35.00	1,750.00	25.00	1,250.00	1,400.00	70,000.00	24.00	1,200.00	20.00	1,000.00
4	Combination Curb & Gutter Removal	FOOT	200	5.00	1,000.00	4.00	800.00	5.00	1,000.00	3.00	600.00	5.75	1,150.00	10.00	2,000.00	5.00	1,000.00
5	Combination Concrete Curb & Gutter, Type B-E, 12"	FOOT	100	13.00	1,300.00	14.00	1,400.00	17.00	1,700.00	17.00	1,700.00	15.00	1,500.00	33.00	3,300.00	25.00	2,500.00
6	Combination Concrete Curb & Gutter, Type B & 18"	FOOT	100	20.00	2,000.00	20.00	2,000.00	22.00	2,200.00	19.00	1,900.00	21.33	2,133.00	40.00	4,000.00	30.00	3,000.00
7	Sewer Spot Repairs, 12"	FOOT	15	200.00	3,000.00	100.00	1,500.00	200.00	3,000.00	250.00	3,750.00	200.00	3,000.00	70.00	1,050.00	350.00	5,250.00
8	Driveway Pavement Removal	S.Y.	75	10.00	750.00	12.00	900.00	10.00	750.00	5.00	375.00	10.15	761.25	18.00	1,350.00	15.00	1,125.00
9	Portland Cement Concrete Driveway Pavement, 1"	S.Y.	75	45.00	3,375.00	45.00	3,375.00	50.00	3,750.00	38.00	2,850.00	42.00	3,150.00	48.00	3,600.00	75.00	5,625.00
10	Portland Cement Concrete Alley Pavement Polishing, 8"	S.Y.	150	10.00	1,500.00	60.00	9,000.00	70.00	10,500.00	60.00	9,000.00	60.00	9,000.00	89.00	13,350.00	75.00	11,250.00
11	Pavement Removal and Replacement, 8" P.C. Concrete Base and 3" Hot Mix Asphalt Surface	S.Y.	500	90.00	45,000.00	80.00	40,000.00	88.00	44,000.00	91.00	45,500.00	88.00	44,000.00	88.00	44,000.00	75.00	37,500.00
12	Topsoil Finish and Place, 4"	S.Y.	100	7.00	700.00	4.50	450.00	4.00	400.00	5.00	500.00	6.85	685.00	5.00	500.00	5.00	500.00
13	Soil Compaction	S.Y.	100	10.00	1,000.00	5.00	500.00	12.00	1,200.00	9.00	900.00	12.00	1,200.00	20.00	2,000.00	15.00	1,500.00
14	Grading, Class 1	ACRE	0.1	15,000.00	1,500.00	7,000.00	700.00	15,000.00	1,000.00	10,000.00	10,000.00	1,000.00	15,000.00	1,000.00	100.00	10,000.00	1,000.00
15	Incidental Hot Mix Asphalt Surfacing	TON	10	200.00	2,000.00	250.00	2,500.00	200.00	2,000.00	165.00	1,650.00	1,950.00	1,950.00	250.00	2,500.00	300.00	3,000.00
16	Catch Basins to be Adjusted	EACH	2	400.00	800.00	400.00	800.00	300.00	600.00	250.00	500.00	360.00	720.00	250.00	500.00	500.00	1,000.00
17	Traffic Control & Protection	L.SUM	1	5,000.00	5,000.00	750.00	750.00	7,250.00	7,250.00	4,500.00	4,500.00	4,000.00	4,000.00	17,000.00	17,000.00	25,000.00	25,000.00
18	Insurance Provisions - Complete	L.SUM	1	3,000.00	3,000.00	1,000.00	1,000.00	2,250.00	2,250.00	2,700.00	2,700.00	3,500.00	3,500.00	7,000.00	7,000.00	10,000.00	10,000.00
TOTALS:					153,425.00		151,425.00		145,850.00		151,125.00		151,724.25		179,085.00		182,750.00
Bid Error Corrections:																	
Corrected Totals ---					136,425.00		149,850.00		149,850.00		151,125.00		151,724.25		178,085.00		182,750.00
Over/Under ----					-17,000.00		-1,575.00		-1,575.00		-2,500.00		-1,000.75		25,000.00		29,325.00
Percent ----					-11.08%		-1.04%		-1.04%		-1.62%		-0.66%		13.95%		16.11%

J-9

**A RESOLUTION CONGRATULATING
ALICE HAMILTON
ON HER RETIREMENT**

WHEREAS, the City of Berwyn ("Berwyn") is a Home Rule Unit of Government pursuant to and as defined in Article 7 of the 1970 Illinois Constitution; and

WHEREAS, Berwyn had the good fortune to begin working with **Alice Hamilton** in 1997 when Berwyn first began receiving Community Development Block Grant Funds from the Office of Housing and Urban Development; and

WHEREAS, since Berwyn's first meeting with **Alice Hamilton**, and because of her guidance and unwavering dedication to the people of Berwyn, the Community Development Department of the City of Berwyn has been able to obtain over \$22,000,000.00 in federal funding for the betterment of the Citizens of Berwyn; and

WHEREAS, these federal funds have been used to make Berwyn a better place to live, work and raise a family, creating jobs, repairing roads, allies and street lights, making street corners handicap accessible, improving neighborhoods, making home improvement repairs, purchasing land and equipment for fire stations, helping thousands of children with medical, dental and after school care, and providing improved housing and a better quality of life for our residents who need our help the most – our friends at Seguins; and

WHEREAS, **Alice Hamilton** is retiring after 44 years of dedicated service to HUD, the people of the State of Illinois, and the Citizens of Berwyn; and

WHEREAS, **Alice Hamilton's** entire career has been dedicated to improving people's lives, first starting with HUD in the winter of 1966 as a clerk typist in the Community Planning and Development Division, progressing to Program Assistant, CPD Representative and Senior CPD Representative, and finally reaching the position of Program Manager of HUD's Chicago Office in March, 2004; and

WHEREAS, **Alice Hamilton** is responsible for the oversight of 45 entitlement communities including Berwyn, assisting these communities in coordinating the successful implementation of a variety of federal programs, and mentoring new HUD representatives, ensuring her knowledge and dedication are passed on to the next generation; and

WHEREAS, the retirement of **Alice Hamilton** on October 1, 2010, will mark the end of an illustrious career, equaled by only a few in public service, and she will be missed by her colleagues at HUD, the staff of the Community Development Department, and by the Citizens of Berwyn; and

WHEREAS, **Alice Hamilton** will be spending her retirement enjoying life and her grandchildren: Ayinde Mano, Mhina Kora and Emeka Ray.

NOW, THEREFORE, BE IT RESOLVED that I, Robert J. Lovero, Mayor of the City of Berwyn, and the Members of the City Council, on behalf of the Citizens of Berwyn, do hereby extend our gratitude to **Alice Hamilton** for her years of dedicated service, exceptional leadership, unparalleled sense of humor and love for her co-workers and community, and offer to her our best wishes for a happy and healthy retirement.

APPROVED this 28th day of September, 2010.

Robert J. Lovero, Mayor

Thomas J. Pavlik, City Clerk



K. Consent Agenda

K1

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 09/28/10

Deferred Communication

Agenda Item K-1 is a Deferred Communication from C C Meeting dated 09/14/10 Item #32

FROM CLERK
Re: HANDICAP REQUEST D. NEPOMUCK-WILLIAMS
2447 EAST AVENUE

K-3

The City of Berwyn



Thomas J. Pavlik
City Clerk 32

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2587
www.berwyn-il.gov

ITEM NO. _____
 DATE SEP 14 2010
 DISPOSITION _____

September 9, 2010

To: Mayor and City Council

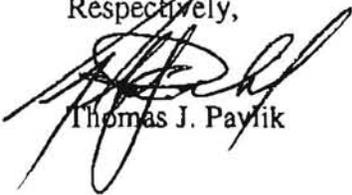
From: Tom Pavlik, City Clerk

Re: Handicap Application No. 673 - 2447 S. East Avenue

Ladies and Gentlemen,

It would be my recommendation to concur with the investigation officer and **DENY** the request do to the fact that no response has been received from the resident Alderman regarding same and the request is over 60 days old.

Respectively,


Thomas J. Pavlik

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-8733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: JULY 13, 2010

RE: HANDICAPPED SIGN FOR: Dawn Nepomuck-Williams #673

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

2447 S. East Ave

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN MICHELE SKRYD

Berwyn Police Department

CITY OF BERWYN
CLERK'S OFFICE

2010 JUL 13 A 11:01

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

Handicapped Parking Sign Request & Report

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

From: Berwyn Police Department
Community Service Division

Date: 07-01-2010

Application: 673

Name of Applicant: Dawn Nepomuck-Williams

Address: 2447 S. East Ave. Berwyn, IL. 60402

Telephone: '

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:		—
Driveway:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Walker:		
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 10-07703		

Recommendation: APPROVE DENY

Reporting Officer: C. DeLeon #620

Comments: Mrs. Williams failed to provide an Owner Consent Letter.

Alderman:

N. Lopez

Ward:

Berwyn Police Department

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

Incident#: 10-07703

STATION COMPLAINT UCR

9041 (Applicant File)

REPORT TYPE

Incident Report

WHEN REPORTED

06/11/2010 04:58

TIME OF OCCURRENCE

06/11/2010 04:58

INVOLVED ENTITIES

NAME

Nepomuck-Williams, Dawn

SEX

RACE

F

White, Caucasian

UCR

9041 (Applicant File) - 1 count(s)

DESCRIPTION

Applicant File

RELATED CAD #

C10-030027

DOT #

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

2447 S EAST AV BERWYN, IL 60402

STATUS CODE

INCIDENT #

10-07703

HOW RECEIVED

Radio

STATUS DATE

INVOLVED VEHICLES

VEHICLE #

STATE

TYPE

INVOLVEMENT

VIN #

IL

Carryall/SUV

YEAR

MAKE

MODEL

COLOR

COMMENTS

1997

Ford

Explorer

Green

NARRATIVES

PRIMARY NARRATIVE

In Summary:

Dawn Nepomuck-Williams) who resides at 2447 S. East Ave. Berwyn, IL. 60402, is requesting handicapped signs in front of the residence in which she rents. Mrs. Nepomuck-Williams has access to the the garage, driveway, and on street parking. Mrs. Nepomuck-Williams was asked to provide an owner consent letter in order to complete her request.

Dawn Nepomuck-Williams meets the state requirements for being handicapped, but has failed to meet the city handicapped sign application requirements at this time.

For the above reason this officer feels that this application should be denied at this time.

REPORTING OFFICER

DE LEON, CARLOS

STAR #

PE4

REVIEWER

STAR #

Berwyn Police Department



BERWYN POLICE DEPARTMENT



6401 West 31st Street
Berwyn, Illinois 60402-0738
Phone: (708) 795-5600
Fax (708) 795-5627 Emergency 9-1-1

HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: DAWN NEPOMUCK - WILLIAMS

Applicant Address: 2447 EAST AVE.

Applicant Phone #: _____

Applicant D/L #: _____ D.O.B. _____

Vehicle Make: FORD EXPLORER Vehicle Color: GRN

License Plate #: _____ Handicapped Placard #: TV04837

Does Applicant Use:

Wheelchair _____ Walker _____ Cane _____ Oxygen _____

Parking Availability:

Driveway YES Garage YES On Street YES Off Street YES

Notes: RENT. PROPERTY. INFORMED THAT OWNER CONSENT LETTER IS NEEDED IN ORDER TO PROCEED WITH APPLICATION. UTILIZES CANE TO WALK. DOES NOT UTILIZE GARAGE, OFF STREET, OR DRIVEWAY DUE TO DISTANCE FROM ENTRANCE INTO HER RESIDENCE. IF APPROVED SHE IS REQUESTING FOR SIGNS TO BE PLACED ON 25TH ST, EAST OF APPLICANT INTERVIEW EAST AVE, SOUTH OF RESIDENCE.

Date: <u>06-09-10</u>	Time: <u>1111AM</u>	Results: <u>(RECOMMENDATION)</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

10-07703

Completion Date: 07-01-10

Application Number:

673

Logged in Book: 07-01-10

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

September 23, 2010

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

SUBJECT: Payroll September 15, 2010

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the September 28, 2010 meeting.

Payroll: September 15, 2010 in the amount of \$1,009,142.75.

Respectfully Submitted,

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

Nona N. Chapman
Budget Committee Chairman

K.3.
The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

8700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-8401 Fax: (708) 788-2675
www.berwyn-il.gov

September 23, 2010

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

SUBJECT: Payables September 28, 2010 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the September 28, 2010 meeting.

Total Payables: September 28, 2010 in the amount of \$2,404,525.66.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 9/24/2009 - To Payment Date: 9/23/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
9013	09/15/2010	Open			Accounts Payable	Blue Cross / Blue Shield of Illinois	\$534,906.17		
9014	09/16/2010	Open			Accounts Payable	Benistar/Hartford	\$671.06		
9015	09/16/2010	Open			Accounts Payable	SUBURBAN LIFE PUBLICATIONS	\$1,180.53		
9016	09/23/2010	Open			Accounts Payable	1st Source America	\$4,905.07		
9017	09/23/2010	Open			Accounts Payable	A Beep, LLC	\$308.10		
9018	09/23/2010	Open			Accounts Payable	A T & T Internet Services	\$947.00		
9019	09/23/2010	Open			Accounts Payable	ABC Automotive Electronics	\$5,118.59		
9020	09/23/2010	Open			Accounts Payable	AC Future Homes Corp.	\$1,475.00		
9021	09/23/2010	Open			Accounts Payable	AFFILIATED CUSTOMER SERVICE,INC.	\$851.00		
9022	09/23/2010	Open			Accounts Payable	AIR ONE EQUIPMENT,INC.	\$400.00		
9023	09/23/2010	Open			Accounts Payable	AIRGAS NORTH CENTRAL	\$89.16		
9024	09/23/2010	Open			Accounts Payable	AMAZON.COM	\$715.37		
9025	09/23/2010	Open			Accounts Payable	AMERICAN LEGAL PUBLISHING CORP.	\$204.75		
9026	09/23/2010	Open			Accounts Payable	AMSTERDAM PRINTING AND LITHO CORP.	\$84.61		
9027	09/23/2010	Open			Accounts Payable	Antonio Montiel	\$82.35		
9028	09/23/2010	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$140.00		
9029	09/23/2010	Open			Accounts Payable	ASSOCIATES IN BEHAVIORAL SCIENCE	\$1,500.00		
9030	09/23/2010	Open			Accounts Payable	AT&T	\$3,048.55		
9031	09/23/2010	Open			Accounts Payable	AT&T	\$318.53		
9032	09/23/2010	Open			Accounts Payable	AT&T	\$126.69		

CITY of BERWYN

Payment Register

From Payment Date: 9/24/2009 - To Payment Date: 9/23/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9033	09/23/2010	Open			Accounts Payable	AVAYA INC.	\$40.15		
9034	09/23/2010	Open			Accounts Payable	B. DAVIDS LANDSCAPING	\$3,610.00		
9035	09/23/2010	Open			Accounts Payable	Baker & Taylor, Inc.	\$662.99		
9036	09/23/2010	Open			Accounts Payable	BARGE TERMINAL & TRUCKING	\$372.73		
9037	09/23/2010	Open			Accounts Payable	BERWYN ACE HARDWARE	\$26.54		
9038	09/23/2010	Open			Accounts Payable	Berwyn Center,LLC	\$50,000.00		
9039	09/23/2010	Open			Accounts Payable	Berwyn Park District	\$7,000.00		
9040	09/23/2010	Open			Accounts Payable	BLACKSTONE AUDIOBOOKS	\$190.50		
9041	09/23/2010	Open			Accounts Payable	Blue Cross / Blue Shield of Illinois	\$470.00		
9042	09/23/2010	Open			Accounts Payable	BOB'S LAWN CARE	\$540.00		
9043	09/23/2010	Open			Accounts Payable	Brakes Plus Automotive,Inc.	\$1,100.46		
9044	09/23/2010	Open			Accounts Payable	Brancato Landscaping	\$1,853.12		
9045	09/23/2010	Open			Accounts Payable	CARDIAC SCIENCE CORPORATION	\$597.60		
9046	09/23/2010	Open			Accounts Payable	CASSIDY TIRE	\$557.10		
9047	09/23/2010	Open			Accounts Payable	CDW GOVERNMENT,INC.	\$2,074.40		
9048	09/23/2010	Open			Accounts Payable	Central Blacktop Company,Inc.	\$315,091.03		
9049	09/23/2010	Open			Accounts Payable	Cermak Animal Clinic	\$211.00		
9050	09/23/2010	Open			Accounts Payable	CHICAGO OFFICE TECHNOLOGY GROUP	\$30.30		
9051	09/23/2010	Open			Accounts Payable	CHILD'S WORLD,INC	\$778.65		
9052	09/23/2010	Open			Accounts Payable	CHROMATE CORPORATION	\$736.68		
9053	09/23/2010	Open			Accounts Payable	CITY of CHICAGO	\$183,435.00		
9054	09/23/2010	Open			Accounts Payable	CLEARCHANNEL OUTDOOR	\$13,800.00		
9055	09/23/2010	Open			Accounts Payable	CNH CAPITAL AMERICA LLC	\$4,978.82		

CITY of BERWYN

Payment Register

From Payment Date: 9/24/2009 - To Payment Date: 9/23/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9056	09/23/2010	Open			Accounts Payable	COLLEEN GRANT	\$255.00		
9057	09/23/2010	Open			Accounts Payable	COLLEGE of DuPAGE	\$95.00		
9058	09/23/2010	Open			Accounts Payable	ComEd	\$4,467.06		
9059	09/23/2010	Open			Accounts Payable	COMMUNICATION REVOLVING FUND	\$439.15		
9060	09/23/2010	Open			Accounts Payable	CONSTELLATION NEW ENERGY INC.	\$7,380.34		
9061	09/23/2010	Open			Accounts Payable	Countryview Medical Center,S.C.	\$6,000.00		
9062	09/23/2010	Open			Accounts Payable	CUDA LAW OFFICES, LTD	\$4,622.00		
9063	09/23/2010	Open			Accounts Payable	DAISEY BOOK CO	\$2,512.41		
9064	09/23/2010	Open			Accounts Payable	Del Galdo Law Group,LLC	\$14,615.22		
9065	09/23/2010	Open			Accounts Payable	Dell Marketing, LP	\$3,387.52		
9066	09/23/2010	Open			Accounts Payable	Diamond Graphics, Inc.	\$205.00		
9067	09/23/2010	Open			Accounts Payable	FEDERAL EXPRESS CORPORATION	\$68.55		
9068	09/23/2010	Open			Accounts Payable	Felco Vending, Inc.	\$115.00		
9069	09/23/2010	Open			Accounts Payable	FIGATNER SCOTT COMPANY	\$629.70		
9070	09/23/2010	Open			Accounts Payable	Fire & Ice Heating and Cooling	\$3,615.00		
9071	09/23/2010	Open			Accounts Payable	FIRE SAFETY CONSULTANTS,INC.	\$2,800.00		
9072	09/23/2010	Open			Accounts Payable	FLASH ELECTRIC CO.	\$1,600.00		
9073	09/23/2010	Open			Accounts Payable	FMP	\$112.68		
9074	09/23/2010	Open			Accounts Payable	FRA NOI	\$150.00		
9075	09/23/2010	Open			Accounts Payable	Frank Magana	\$80.00		
9076	09/23/2010	Open			Accounts Payable	FRANK NOVOTNY & ASSC.	\$21,163.25		
9077	09/23/2010	Open			Accounts Payable	FREEWAY FORD TRUCK SALES INC	\$2,556.22		

Payment Register

From Payment Date: 9/24/2009 - To Payment Date: 9/23/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9078	09/23/2010	Open			Accounts Payable	FULLMER LOCKSMITH SERVICE INC	\$7.50		
9079	09/23/2010	Open			Accounts Payable	Gavin R.Zarbock	\$900.00		
9080	09/23/2010	Open			Accounts Payable	GRAINGER	\$15.08		
9081	09/23/2010	Open			Accounts Payable	Gurtner Plumbing,Inc.	\$897.00		
9082	09/23/2010	Open			Accounts Payable	HALOGEN SUPPLY CO INC	\$7,025.95		
9083	09/23/2010	Open			Accounts Payable	HD SUPPLY WATERWORKS,LTD	\$2,758.46		
9084	09/23/2010	Open			Accounts Payable	HEARTLAND BUSINESS SYSTEMS	\$88.99		
9085	09/23/2010	Open			Accounts Payable	Herbert Gavarrete	\$71.25		
9086	09/23/2010	Open			Accounts Payable	HIGHWAY TECHNOLOGIES,INC.	\$1,722.26		
9087	09/23/2010	Open			Accounts Payable	HORIZON SCREENING	\$3,232.50		
9088	09/23/2010	Open			Accounts Payable	Illinois Fire Store	\$573.87		
9089	09/23/2010	Open			Accounts Payable	Illinois Police Reserves	\$1,220.00		
9090	09/23/2010	Open			Accounts Payable	INGRAM LIBRARY SERVICES	\$455.12		
9091	09/23/2010	Open			Accounts Payable	INTELLIGENT SOLUTIONS,INC.	\$270.00		
9092	09/23/2010	Open			Accounts Payable	J.S.FORT GROUP,INC.	\$40,358.21		
9093	09/23/2010	Open			Accounts Payable	JACK'S RENTAL INC	\$3,088.92		
9094	09/23/2010	Open			Accounts Payable	James McDonnell	\$2,191.48		
9095	09/23/2010	Open			Accounts Payable	Jason NG	\$840.00		
9096	09/23/2010	Open			Accounts Payable	Jeff Nerud	\$1,475.00		
9097	09/23/2010	Open			Accounts Payable	Jim Frank	\$107.81		
9098	09/23/2010	Open			Accounts Payable	John Wysocki	\$156.00		
9099	09/23/2010	Open			Accounts Payable	JULIE,INC.	\$314.00		
9100	09/23/2010	Open			Accounts Payable	JUST TIRES	\$491.50		

CITY of BERWYN

Payment Register

From Payment Date: 9/24/2009 - To Payment Date: 9/23/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9101	09/23/2010	Open			Accounts Payable	K's Construction	\$15,068.00		
9102	09/23/2010	Open			Accounts Payable	KATHLEEN BEHRENDT	\$25.00		
9103	09/23/2010	Open			Accounts Payable	KEVIN LORR	\$1,056.43		
9104	09/23/2010	Open			Accounts Payable	KEY GOVERNMENT FINANCE,INC.	\$7,043.04		
9105	09/23/2010	Open			Accounts Payable	Kirby Sheet Metal Works,Inc.	\$6,500.00		
9106	09/23/2010	Open			Accounts Payable	Kovilic Construction Company,Inc.	\$460,368.00		
9107	09/23/2010	Open			Accounts Payable	L-K FIRE EXTINGUISHER SERVICE	\$76.00		
9108	09/23/2010	Open			Accounts Payable	LACONI	\$155.00		
9109	09/23/2010	Open			Accounts Payable	Laner Muchin Dombrow Becker Levin & Tech, Ltd	\$1,212.75		
9110	09/23/2010	Open			Accounts Payable	Lawndale News	\$566.32		
9111	09/23/2010	Open			Accounts Payable	Lester & Eric Nowak	\$1,475.00		
9112	09/23/2010	Open			Accounts Payable	LEXISNEXIS	\$467.00		
9113	09/23/2010	Open			Accounts Payable	LUND INDUSTRIES,INC.	\$447.03		
9114	09/23/2010	Open			Accounts Payable	LYONS TREE SERVICE,INC.	\$46,265.00		
9115	09/23/2010	Open			Accounts Payable	M.C. DRYWALL FINISHERS,INC., ED MIJANGOS	\$525.00		
9116	09/23/2010	Open			Accounts Payable	MARLIN LEASING	\$344.28		
9117	09/23/2010	Open			Accounts Payable	MARSHALL CAVENDISH	\$20.95		
9118	09/23/2010	Open			Accounts Payable	Martin Hasler	\$1,537.58		
9119	09/23/2010	Open			Accounts Payable	McCANN INDUSTRIES,INC.	\$483.01		
9120	09/23/2010	Open			Accounts Payable	McDONALD MODULAR SOLUTIONS,INC.	\$190.00		
9121	09/23/2010	Open			Accounts Payable	McDONOUGH MECHANICAL SERVICES,INC.	\$1,702.42		
9122	09/23/2010	Open			Accounts Payable	MEDICAL REIMBURSEMENT SERVICES,INC.	\$5,200.00		

Payment Register

From Payment Date: 9/24/2009 - To Payment Date: 9/23/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9123	09/23/2010	Open			Accounts Payable	MENARDS	\$18.94		
9124	09/23/2010	Open			Accounts Payable	MENARDS	\$801.05		
9125	09/23/2010	Open			Accounts Payable	MENARDS	\$49.54		
9126	09/23/2010	Open			Accounts Payable	METRO MOTORS	\$604.32		
9127	09/23/2010	Open			Accounts Payable	Metropolitan Library System	\$2,866.98		
9128	09/23/2010	Open			Accounts Payable	MID-TOWN PETROLEUM,INC.	\$743.23		
9129	09/23/2010	Open			Accounts Payable	MIDWEST TAPE	\$66.97		
9130	09/23/2010	Open			Accounts Payable	MIKE & SONS	\$1,209.82		
9131	09/23/2010	Open			Accounts Payable	Mike Jiang	\$1,475.00		
9132	09/23/2010	Open			Accounts Payable	MLB FINANCIAL SERVICES,LTD	\$85.00		
9133	09/23/2010	Open			Accounts Payable	NEAL & LEROY,L.L.C.	\$4,029.29		
9134	09/23/2010	Open			Accounts Payable	NEXTEL COMMUNICATIONS	\$390.94		
9135	09/23/2010	Open			Accounts Payable	NICOR GAS	\$1,944.08		
9136	09/23/2010	Open			Accounts Payable	NIPSTA CAMPUS	\$90.00		
9137	09/23/2010	Open			Accounts Payable	North East Multi-Regional Training,Inc.	\$70.00		
9138	09/23/2010	Open			Accounts Payable	NU WIRELESS	\$655.00		
9139	09/23/2010	Open			Accounts Payable	OFFICE DEPOT	\$221.07		
9140	09/23/2010	Open			Accounts Payable	PITNEY BOWES	\$2,313.00		
9141	09/23/2010	Open			Accounts Payable	PNC Equipment Finance	\$40,837.46		
9142	09/23/2010	Open			Accounts Payable	Pressure Washing Unlimited,Inc.	\$2,395.00		
9143	09/23/2010	Open			Accounts Payable	PROFESSIONAL PEST CONTROL,INC.	\$65.00		
9144	09/23/2010	Open			Accounts Payable	QUALITY TABLEGAMES,INC.	\$716.58		
9145	09/23/2010	Open			Accounts Payable	QUARRY MATERIALS,INC.	\$622.72		

Payment Register

From Payment Date: 9/24/2009 - To Payment Date: 9/23/2010

Number	Date	Status	Void Reason	Reconciled/ Volded Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9146	09/23/2010	Open			Accounts Payable	RAINBOW BOOK COMOPANY	\$4,229.38		
9147	09/23/2010	Open			Accounts Payable	RAMON ORTIZ	\$805.60		
9148	09/23/2010	Open			Accounts Payable	RAMON ORTIZ	\$67.95		
9149	09/23/2010	Open			Accounts Payable	RANDOM HOUSE,INC.	\$274.85		
9150	09/23/2010	Open			Accounts Payable	RAY O'HERRON CO.INC.	\$2,204.13		
9151	09/23/2010	Open			Accounts Payable	REFLEJOS COMMUNITY NEWSPAPER	\$49.00		
9152	09/23/2010	Open			Accounts Payable	RESTORE BOARD-UP	\$4,425.00		
9153	09/23/2010	Open			Accounts Payable	Richard C. Dahms	\$630.00		
9154	09/23/2010	Open			Accounts Payable	Robert Medina	\$1,475.00		
9155	09/23/2010	Open			Accounts Payable	ROI Business Services,LLC	\$850.00		
9156	09/23/2010	Open			Accounts Payable	ROSCOE COMPANY	\$356.28		
9157	09/23/2010	Open			Accounts Payable	ROSEN PUBLISHING	\$182.58		
9158	09/23/2010	Open			Accounts Payable	S C Landscaping	\$2,500.00		
9159	09/23/2010	Open			Accounts Payable	S-P-D- INCORPORATED	\$1,289.29		
9160	09/23/2010	Open			Accounts Payable	SAM'S CLUB	\$385.42		
9161	09/23/2010	Open			Accounts Payable	SANTO SPORT STORE	\$672.00		
9162	09/23/2010	Open			Accounts Payable	Schneider Electric Buildings Americas,Inc.	\$4,000.00		
9163	09/23/2010	Open			Accounts Payable	SENTIMENTAL REFLECTIONS	\$110.00		
9164	09/23/2010	Open			Accounts Payable	SHANE'S OFFICE SUPPLY CO.	\$17.10		
9165	09/23/2010	Open			Accounts Payable	SHOESTRING BUSINESS MARKETING	\$1,294.03		
9166	09/23/2010	Open			Accounts Payable	SIKICH LLP	\$500.00		
9167	09/23/2010	Open			Accounts Payable	Simplex Grinnell	\$2,728.56		

Payment Register

From Payment Date: 9/24/2009 - To Payment Date: 9/23/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9168	09/23/2010	Open			Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES	\$223.96		
9169	09/23/2010	Open			Accounts Payable	SKYDAN DEVELOPMENT	\$2,145.00		
9170	09/23/2010	Open			Accounts Payable	SNAPPY CONVENIENCE CENTER #12	\$502.50		
9171	09/23/2010	Open			Accounts Payable	Sokol Tabor	\$5,000.00		
9172	09/23/2010	Open			Accounts Payable	SOUTHWEST UNITED FIRE DISTRICTS	\$325.00		
9173	09/23/2010	Open			Accounts Payable	SOUTHWEST UNITED FIRE DISTRICTS	\$725.00		
9174	09/23/2010	Open			Accounts Payable	SPRINT	\$1,872.55		
9175	09/23/2010	Open			Accounts Payable	STANDARD EQUIPMENT CO	\$1,731.14		
9176	09/23/2010	Open			Accounts Payable	STORINO,RAMELLO & DURKIN	\$16,673.65		
9177	09/23/2010	Open			Accounts Payable	STREICHER'S	\$2,294.35		
9178	09/23/2010	Open			Accounts Payable	Strictly Sewers	\$1,540.00		
9179	09/23/2010	Open			Accounts Payable	SUBURBAN LABORATORIES,INC.	\$495.00		
9180	09/23/2010	Open			Accounts Payable	SUBURBAN LIFE PUBLICATIONS	\$486.40		
9181	09/23/2010	Open			Accounts Payable	Superior Lamp Inc.	\$392.42		
9182	09/23/2010	Open			Accounts Payable	Susanna Ramos	\$1,475.00		
9183	09/23/2010	Open			Accounts Payable	TANTOR MEDIA	\$230.35		
9184	09/23/2010	Open			Accounts Payable	Tazman Construction	\$1,005.00		
9185	09/23/2010	Open			Accounts Payable	TELE-TRON ACE HARDWARE	\$112.01		
9186	09/23/2010	Open			Accounts Payable	The Cincinnati Insurance Company	\$22,735.00		
9187	09/23/2010	Open			Accounts Payable	THE GALE GROUP	\$337.44		
9188	09/23/2010	Open			Accounts Payable	THE SIGN EDGE	\$136.00		
9189	09/23/2010	Open			Accounts Payable	The Urban Mutt	\$391.85		

Payment Register

From Payment Date: 9/24/2009 - To Payment Date: 9/23/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9190	09/23/2010	Open			Accounts Payable	Thomas Caputo	\$1,000.00		
9191	09/23/2010	Open			Accounts Payable	TOMAHAWK LIVE TRAP COMPANY	\$58.65		
9192	09/23/2010	Open			Accounts Payable	TRYAD AUTOMOTIVE	\$220.83		
9193	09/23/2010	Open			Accounts Payable	U.S POSTMASTER	\$1,104.00		
9194	09/23/2010	Open			Accounts Payable	U.S. Cellular	\$675.53		
9195	09/23/2010	Open			Accounts Payable	UNIQUE MANAGEMENT SERVICES,INC.	\$187.95		
9196	09/23/2010	Open			Accounts Payable	UNITED RENTALS INC.	\$1,184.45		
9197	09/23/2010	Open			Accounts Payable	US GAS	\$161.60		
9198	09/23/2010	Open			Accounts Payable	VERIFICATIONS,INC.	\$80.40		
9199	09/23/2010	Open			Accounts Payable	VERMEER-ILLINOIS, INC.	\$1,432.00		
9200	09/23/2010	Open			Accounts Payable	VGSA Properties,LLC	\$1,475.00		
9201	09/23/2010	Open			Accounts Payable	Vincent Huff	\$500.00		
9202	09/23/2010	Open			Accounts Payable	VOLTEXX,INC.	\$201.78		
9203	09/23/2010	Open			Accounts Payable	WARREN OIL COMPANY	\$35,500.95		
9204	09/23/2010	Open			Accounts Payable	WASTE MANMAGEMENT ILLINOIS-METRO	\$337,333.43		
9205	09/23/2010	Open			Accounts Payable	WILSON SPORTING GOODS	\$384.90		
9206	09/23/2010	Open			Accounts Payable	Windsor Partners	\$29,790.00		
Type Check Totals:					194 Transactions		\$2,404,525.66		

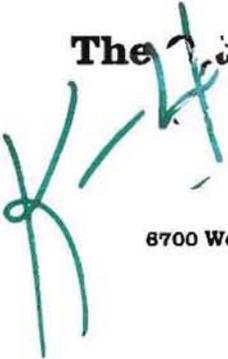
01 - General Cash Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	194	\$2,404,525.66	
	Total	194	\$2,404,525.66	\$0.00

Payment Register

From Payment Date: 9/24/2009 - To Payment Date: 9/23/2010

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	194	\$2,404,525.66		
					Total	194	\$2,404,525.66	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	194	\$2,404,525.66		
					Total	194	\$2,404,525.66	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	194	\$2,404,525.66		
					Total	194	\$2,404,525.66	\$0.00	


The City of Berwyn



Margaret Paul
3rd Ward Alderman

A Century of Progress with Pride

6700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675
www.berwyn-il.gov

September 20, 2010

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

Re: Handicap Sign Request No. 675 - Alice M. Jezek
6905 W. 29th Street

Mayor and City Council Members:

I hereby concur with the investigating officer's recommendation in the attached handicap application to **Approve** the request.

Respectfully,

Margaret Paul
3rd Ward Alderman

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: September 8, 2010

RE: HANDICAPPED SIGN FOR: Alice M. Jezek #675

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

6905 W. 29th Street

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN

MARGARET PAUL

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

CITY OF BERWYN
CLERK'S OFFICE
2010 SEP -8 P 2: 14

Handicapped Parking Sign Request & Report

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

From: Berwyn Police Department
Community Service Division

Date: 08September 2010

Application: 675

Name of Applicant: Alice M. Jezek

Address: 6905 W. 29th St

Telephone: 5

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Walker:	—	—
Off Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 10- 64452 12/00		

Recommendation: APPROVE DENY

Reporting Officer: C. DeLeon #620

Comments:

Alderman:

Ward:

Berwyn Police Department

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

Incident#: 10-12100

STATION COMPLAINT UCR	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	10-12100
REPORT TYPE	RELATED CAD #	HOW RECEIVED
Incident Report	C10-048038	On View-Officer
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	
09/08/2010 09:39	6905 W 29TH ST Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
09/08/2010 09:39		

INVOLVED ENTITIES							
NAME	DOB	AGE	ADDRESS				
JEZEK, ALICE			6905 W 29th Berwyn, IL 60402				
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
F	White, Caucasian						
CLOTHING	SID #	DL #	FBI #				
UCR	TYPE			RELATED EVENT #			
9041 (Applicant File) - 0 count(s)	Reporting Party						

NARRATIVES

PRIMARY NARRATIVE

In summary Alice Jezek was interviewed by Cso Deleon# 187 on 09/03/2010 regarding a handicapped application filed on 08/06/2010. A/o recieved the application information and report from Cso Deleon which is as follows. Mrs. Jezek informed Cso Deleon that she is requesting a handicapped parking sign on the southside of her residence located at 6905 W 29th St due to her having a difficult time using the front entrance to her home in the winter time. Mrs. Jezek does get picked up by the Berwyn Senior Services bus due to her not being able to drive and the her neighbor uses her driveway to park in. According to the affidavit signed by her doctor she has and has had Mrs. Jezek has a valid handicap placard# AF23223. Cso Deleon recommends that the application be approved.

REPORTING OFFICER	STAR #	REVIEWER	STAR #
YOUNG, TERRY	183		

ASSISTING OFFICERS

OFFICERS

STAR #



10-12-100
BERWYN
POLICE DEPARTMENT



8401 West 21st Street
 Berwyn, Illinois 60402-0733
 Phone: (708) 795-5600
 Fax: (708) 795-5827 Emergency 9-1-1

HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: ALICE M. DEZEK / ALICE LUSTHOE ^{TRAVELER}

Applicant Address: 6905 W. 29TH ST.

Applicant Phone #: / 3/

Applicant D/L #: _____ D.O.B. _____

Vehicle Make: _____ Vehicle Color: _____

License Plate #: _____ Handicapped Placard #: AF 23223

Does Applicant Use:

Wheelchair _____ Walker _____ Cane _____ Oxygen _____

Parking Availability:

Driveway YES Garage YES On Street YES Off Street YES

Notes: USES FRONT ENTRANCE. NEIGHBOR USES DRIVEWAY. WANTS
SIGNS ON THE SOUTHSIDE OF HER HOUSE.
1975' OWNER. OF HOUSE. DIFFICULT IN WINTER TIME TO USE SIDEWALK.
GETS DICKED UP SENIOR SERVICES BUS BERWYN / CONCORDIA
BUS PICKS HER UP. SHE DOESN'T DRIVE.

APPLICANT INTERVIEW

Date: <u>09-09-10</u>	Time: _____	Results: <u>APPROVED (RECOMMENDATION)</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 9/08/10

Application Number: 675

Logged in Book: 9108/10

K5

The City of Berwyn



**Theodore J.
Polashek**

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 740-6408 Fax: (708) 788-2875
www.berwyn-il.gov

September 23, 2010

Honorable Mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request No. 674 - Shirley Moreno
1626 Scoville Ave.

Mayor and City Council Members:

I concur with the investigating officers recommendations in the attached handicap sign application to **Deny** the request.

Respectfully,

Theodore Polashek
6th Ward Alderman

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: September 8, 2010

RE: HANDICAPPED SIGN FOR: Shirley Moreno # 674

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

1626 Scoville Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN Theodore Polashek

Berwyn Police Department

CITY OF BERWYN
CLERK'S OFFICE

2010 SEP -8 P 2:14

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600

(Fax) 795-5627 Emergency 911

Handicapped Parking Sign Request & Report

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

From: Berwyn Police Department
Community Service Division

Date: 02 September 2010

Application: 674

Name of Applicant: Shirley Moreno

Address: 1626 Scoville Ave

Telephone:

Nature of Disability:

Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	—	—
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 10-11572		

Recommendation: APPROVE DENY

Reporting Officer: T Young#183

Comments: Application denied due to having a temporary handicap placard only

Alderman:

Ward:

Berwyn Police Department

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

Incident#: 10-11572

STATION COMPLAINT UCR 9039 (Other Public Service)	DESCRIPTION Other Public Service	INCIDENT # 10-11572
REPORT TYPE Incident Report	RELATED CAD # C10-045568	HOW RECEIVED Radio
WHEN REPORTED 08/27/2010 13:56	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1626 S SCOVILLE AV Berwyn, IL 60402	

TIME OF OCCURRENCE 08/27/2010 13:56	STATUS CODE	STATUS DATE
----------------------------------------	-------------	-------------

INVOLVED ENTITIES							
NAME	DOB	AGE	ADDRESS				
MORENO, SHIRLEY			1626 S SCOVILLE AV Berwyn, IL 60402				
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
F	White, Caucasian	5' 8"	170	Brown	Brown		
CLOTHING		SID #		DL #		FBI #	
UCR						RELATED EVENT #	
9039 (Other Public Service) - 0 count(s)				Reporting Party			

NARRATIVES

PRIMARY NARRATIVE

In summary on 08/27/2010 a/o arrived at 1626 Scoville to interview Shirley Moreno regarding the request for a handicapped parking sign in front of her residence. Shirley informed a/o that she has left knee pain due to a medical causing limited mobility and requires her to use and to move around. Shirley provided a/o with the temporary handicap placard number issued by the State of Illinois number UA15579. A/o was advised by Shirley that she does have a garage, but cannot use it to the overhead door being broken and that it is easier for her to use the front entrance of her residence. A/o recommends that the application be denied at this time due to a temporary handicapped placard only at this time.

REPORTING OFFICER	STAR #	REVIEWER	STAR #
YOUNG, TERRY	183		

ASSISTING OFFICERS

OFFICERS	STAR #

10 - 11572

PLEASE PRINT

SHIRLEY MORENO
(Handicapped Person Name)

1624 SCOVILLE Ave Berwyn
(Address) IL

SHIRLEY MORENO
(Applicant's Name)

(Phone)

PLEASE PRINT

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

Shirley Moreno
(Signature of Applicant)

08/6/2010
(Date)

PLEASE PRINT

PHYSICIAN MUST FILL OUT THE NATURE OF PATIENT'S HANDICAP

I HEREBY CERTIFY THAT THE PHYSICAL CONDITIONS OF THE ABOVE NAMES "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR. 1-159.1 (PHYSICALLY HANICAPPED PERSON - Every Natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

(Physician's Signature)

8/6/10
(Date)

(PLEASE PRINT - PHYSICIAN'S Name and Address)

(Phone)

Applied for

HANDICAPPED STATE PLATE _____

VEHICLE TAG # _____ YR _____

REGULAR STATE PLATE # 592 2288

^{TEMP}
HANDICAP STATE CARD # UA 155 79

YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK VEHICLE IN A HANDICAPPED SPOT.



BERWYN POLICE DEPARTMENT



8401 West 21st Street
Berwyn, Illinois 60402-0732
Phone: (708) 795-5600
Fax: (708) 795-5627 Emergency: 9-1-1

HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: Shirley MORENO

Applicant Address: 1626 Scoville

Applicant Phone #: _____

Applicant D/L #: _____ D.O.B. _____

Vehicle Make: SATURN Vehicle Color: Red

License Plate #: _____ Handicapped Placard #: (TEMP) WA 15579

Does Applicant Use:

Wheelchair _____ Walker _____ Cane _____ Oxygen _____

Parking Availability:

Driveway _____ Garage X On Street X Off Street _____

Notes: 27 Aug 10 ALO interviewed Shirley Moreno and recommends
The Application be denied due to Shirley having a temporary
Handicap Placard at this time.

APPLICANT INTERVIEW

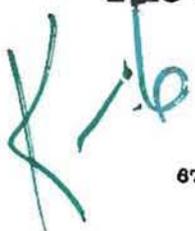
Date: <u>27 Aug 10</u>	Time: <u>11:00</u>	Results: <u>Denied (Temporary Handicap Placard only)</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 02 Sept 10

Application Number:

674

Logged in Book: 02 Sept 10

**The City of Berwyn**



Rafael Avila
7th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-8407 Fax: (708) 788-2675
www.berwyn-il.gov

September 22, 2010

Honorable Mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request No. 677- Adele Vacek
2309 S. Clinton Ave.

Mayor and City Council Members:

I concur with the investigating officer's recommendation in the attached handicap sign application to **Approve** the request.

Respectfully,

Rafael Avila
7th Ward Alderman

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: September 17, 2010

RE: HANDICAPPED SIGN FOR: Adele Vacek # 677

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

2309 S. Clinton Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN Rafael Avila

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

Handicapped Parking Sign Request & Report

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

From: Berwyn Police Department
Community Service Division

Date: 15 September 2010

Application: 677

Name of Applicant: Adele Vacek

Address: 2309 S Clinton Ave

Telephone:

Nature of Disability:

Information	YES	NO	Information	YES
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 10-12448	

2010 SEP 16 2A 10:14 20
 CITY OF BERWYN
 CLERK'S OFFICE

Recommendation: APPROVE DENY

Reporting Officer: T Young # 183

Comments:

Alderman:

Ward: 7th

Berwyn Police Department

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

Incident#: 10-12448

STATION COMPLAINT UCR 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 10-12448
REPORT TYPE Incident Report	RELATED CAD # C10-049440	HOW RECEIVED Telephone
WHEN REPORTED 09/15/2010 09:07	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2309 S CLINTON AV Berwyn, IL 60402	
TIME OF OCCURRENCE 09/15/2010 09:07	STATUS CODE	STATUS DATE

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS	SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
Vacek, Adele			2309 S CLINTON AV Berwyn, IL 60402	F	White, Caucasian					
CLOTHING	SID #	DL #	FBI #							

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

NARRATIVES

PRIMARY NARRATIVE

In summary a/o interviewed Adele Vacek who resides at 2309 Clinton in regards to a handicapped sign application. Mrs. Vacek informed a/o that she has _____ and the condition has made it very difficult for her to walk without the assistance of a walker. Mrs. Vacek does have access to a garage, but has difficulty exiting the garage through the service door due the door being too narrow for her walker and that she has to exit the garage through the overhead door. Mrs. Vacek related to a/o that she cannot stand or walk for any extended period of time and requests a sign placed in front of her residence. A/o recommends the application be approved.

REPORTING OFFICER YOUNG, TERRY	STAR # 183	REVIEWER	STAR #
-----------------------------------	---------------	----------	--------

ASSISTING OFFICERS

OFFICERS	STAR #
----------	--------

10-12448

JUL 22 2010

CITY OF BERWYN - AFFIDAVIT FOR HANDICAPPED SIGN

PLEASE PRINT

Adele Vacek
(Handicapped Person Name)

2309 Clinton Ave.
(Address)

Adele Vacek
(Applicant's Name)

(Phone)

PLEASE PRINT

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

Adele A. Vacek
(Signature of Applicant)

7-19-10
(Date)

PLEASE PRINT

PHYSICIAN MUST FILL OUT THE NATURE OF PATIENT'S HANDICAP

I HEREBY CERTIFY THAT THE PHYSICAL CONDITIONS OF THE ABOVE NAMES "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE SATUTORY PROVISION PAR. 1-159.1 (PHYSICALLY HANICAPPED PERSON - Every Natural person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair.)

(Physician's Signature)

7/19/10
(Date)

(PLEASE PRINT - PHYSICIAN'S Name and Address)

(Phone)

HANDICAPPED STATE PLATE _____

VEHICLE TAG # 1720 YR 6-30-11

REGULAR STATE-PLATE # _____

HANDICAP STATE CARD # AD56847

YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK VEHICLE IN A HANDICAPPED SPOT.



BERWYN POLICE DEPARTMENT



8401 West 31st Street
Berwyn, Illinois 60402-0733
Phone: (708) 785-5600
Fax: (708) 785-5627 Emergency 9-1-1

HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: ADELE VACEK

Applicant Address: 2309 S. CLINTON AVE.

Applicant Phone #: 708-484-3856

Applicant D/L #: V220 0012 2895 D.O.B. 10/16/1922

Vehicle Make: Buick Vehicle Color: BEIGE

License Plate #: AV 2309 Handicapped Placard #: AD56847

Does Applicant Use:

Wheelchair X Walker X Cane X Oxygen N/A

Parking Availability:

Driveway N/A Garage X On Street X Off Street N/A

Notes: A/IO spoke with Adele VACEK who reported the she has SPINAL STENOSIS and
is unable to walk without assistance of a walker. She does have a garage
but she has a difficult time using it due to the garage service door being
TO NARROW for her walker. She does drive and informed me that it is
only to medical appointments of 70 min drive.

APPLICANT INTERVIEW

Date: <u>9/18/10</u>	Time: <u>1300</u>	Results: <u>RECOMMENDATION (APPROVED)</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 9/18/10

Application Number: 677

Logged In Book: 9/18/10

 **The City of Berwyn**



Nora Laureto
8th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6408 Fax: (708) 788-2675
www.berwyn-il.gov

September 22, 2010

Honorable Mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request No. 678 – Patricia Tuschen
1242 S. Euclid Ave.

Mayor and City Council Members;

I concur with the investigating officer's recommendation in the attached handicap sign application to **Approve** the request.

Respectfully,

Nora Laureto
8th Ward Alderman

Berwyn
Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

**TO: HONORABLE MAYOR ROBERT J. LOVERO AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORDINANCE DIVISION**

DATE: September 17, 2010

RE: HANDICAPPED SIGN FOR: Patricia Tuschen # 678

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

1242 S. Euclid Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN Nora Laureto

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 911

Handicapped Parking Sign Request & Report

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

From: Berwyn Police Department
Community Service Division

Date: 15 September 2010

Application: 678

Name of Applicant: Patricia Tuschen

Address: 1242 S Euclid Ave

Telephone:

Nature of Disability: -----

2010 SEP 16 AM 10:42
CITY OF BERWYN
CLERK'S OFFICE

Information	YES	NO	Information	YES	NO
Doctor's Note/ Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 10-12449		

Recommendation: APPROVE DENY

Reporting Officer: T Young # 183

Comments:

Alderman:

Ward: *8th*

Berwyn Police Department

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

Incident#: 10-12449

STATION COMPLAINT UCR 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 10-12449
REPORT TYPE Incident Report	RELATED CAD # C10-049442	HOW RECEIVED Telephone
WHEN REPORTED 09/15/2010 09:24	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1242 S EUCLID AV Berwyn, IL 60402	
TIME OF OCCURRENCE 09/15/2010 09:24	STATUS CODE	STATUS DATE

INVOLVED ENTITIES							
NAME	DOB	AGE	ADDRESS				
TUSCHEN, PATRICIA A			1242 S EUCLID AV Berwyn, IL 60402				
BEX	RACE	HGT	WGT	HAIR	EYES	PHONE	
F	White, Caucasian	5' 6"	210	Grey	Brown		
CLOTHING		SID #		DL #		FBI #	
UCR				TYPE	RELATED EVENT #		
9041 (Applicant File) - 0 count(s)				Reporting Party			

NARRATIVES

PRIMARY NARRATIVE

A/o interviewed Patricia Tuschen of 1242 Euclid Ave of which she owns in regards to the handicapped application she submitted. Mrs. Tuschen informed a/o that she has C _____ as well as _____ and that she requires a _____ or _____. She does have a garage but cannot use it due to 2 vehicles parked inside and that she cannot walk from the garage to her front door due to her medical conditions and limited mobility. A/o recommends that the application be approved.

REPORTING OFFICER YOUNG, TERRY	STAR # 183	REVIEWER	STAR #
-----------------------------------	---------------	----------	--------

ASSISTING OFFICERS

OFFICERS	STAR #
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BERWYN POLICE DEPARTMENT



8401 West 31st Street
Berwyn, Illinois 60402-0738
Phone: (708) 795-5600
Fax: (708) 795-5627 Emergency: 9-1-1

HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: PATRICIA TUSCHEN

Applicant Address: 1242 S. EUCLID AVE.

Applicant Phone #: _____

Applicant D/L #: _____ D.O.B. C.

Vehicle Make: Chevy Vehicle Color: MAROON

License Plate #: L Handicapped Placard #: A032543

Does Applicant Use:

Wheelchair _____ Walker _____ Cane _____ Oxygen _____

Parking Availability:

Driveway N/A Garage X On Street X Off Street N/A

Notes: Alo spoke to Patricia Tuschen who informed that she has difficulty
walking and requires a walker due to it of the and
and she has she has informed that her 2 vehicles using it well
that she has trouble that distance from the garage to the front door.

APPLICANT INTERVIEW

Date: <u>9/7/10</u>	Time: <u>11:00</u>	Results: <u>RECOMMENDATION (APPROVED)</u>
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

Completion Date: 9/7/10

Application Number:

678

Logged In Book: 911510

Robert J. Lovero
Mayor



A Century of Progress with Pride

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

Thomas Pavlik
City Clerk

Date: 9-8-10

Mayor Lovero & Members of
The Berwyn City Council

Re: ALLEY GARAGE SALE 3447-3431 blocks of Ridgeland Ave.

Honorable Mayor Lovero & Members of Council:

The residents of the 3447 block of Ridgeland Ave
Name of Street/Streets

Wish to hold an ALLEY GARAGE SALE on ~~9-8-10~~ 10/2/10
Date / Dates (Maximum 2)

We are aware of the ordinance regarding ALLEY GARAGE SALES and will abide by all of them.

Thank you for your consideration.

Yours truly,

Michelle Busse

Contact person is: Michelle Busse

Address: _____

Phone number: _____



BERWYN HISTORICAL SOCIETY

"Remembering Our Past for the Future"

Box 479, Berwyn, Illinois 60402

September 17, 2010

Tom Pavlik, City Clerk
6700 26th Street
Berwyn, IL 60402

FOR YOUR INFORMATION:

Enclosed you will find a map with the stops that will be included on the Historic Berwyn's Bungalow Tour, "Bungalows and More," Sunday, September 26, 12 Noon – 5:00 pm. Seven homes and one church are included.

We anticipate many people walking the route and several driving as well.

The number of participants is currently unknown, but could range as high as 200–300 people.

Sincerely yours,

David Olson, President
Berwyn Historical Society

STOPS ON THE "BUNGALOWS AND MORE" TOUR:

Check In Station: the historic Berwyn train depot on Windsor

HOMES:

6949 30th Pl
7124 35th St
6644 34th St

3131 Wisconsin Ave
3549 Maple Ave
6639 34th St

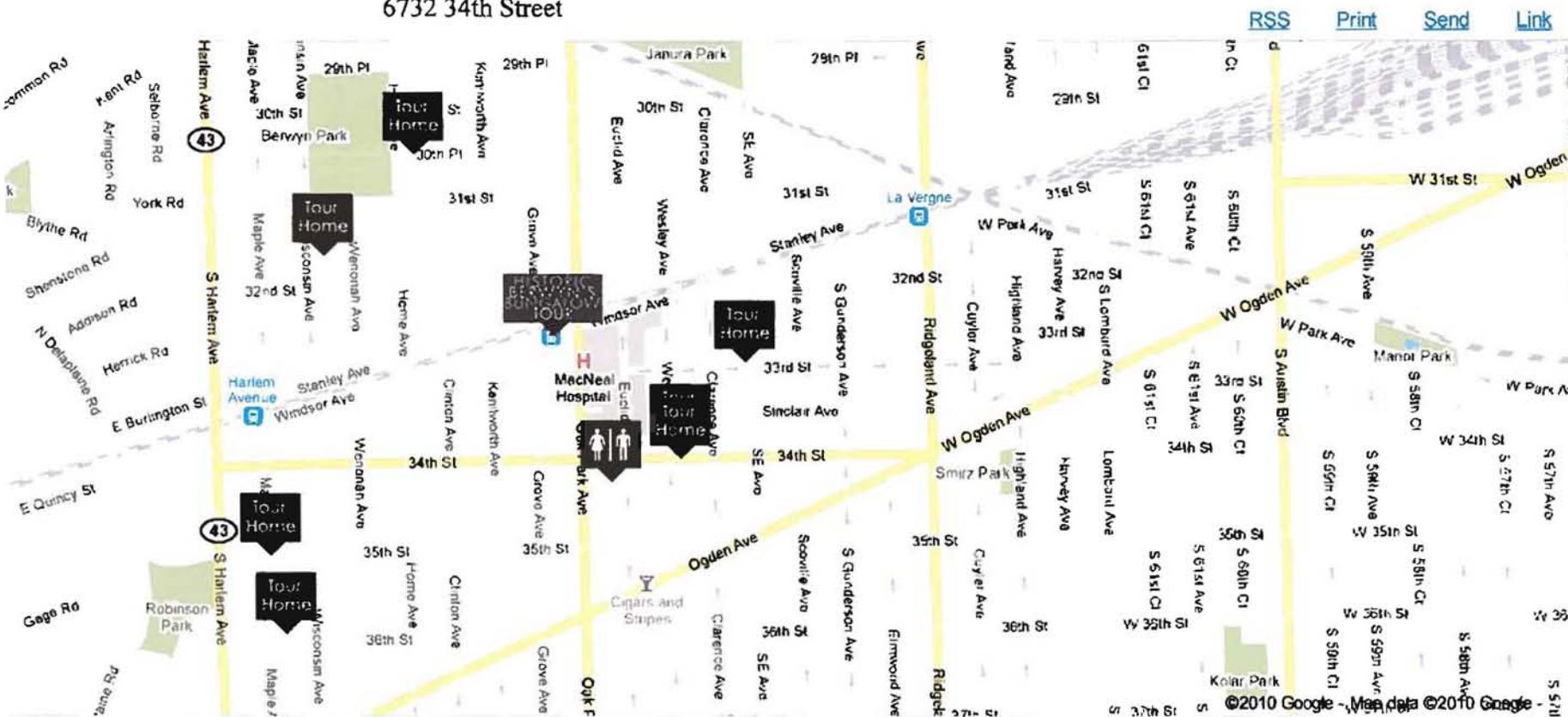
3250 East Ave

CHURCH:

St Michael & All Angels Church – Rest Stop
6732 34th Street



To see all the details that are visible on the screen, use the "Print" link next to the map.



On Winsor Ave, south side of the tracks, between Oak Park Ave and Grove Ave.

K-10

----- Original Message -----

From: berwyn-il.gov <website@berwyn-il.gov>
To: Customer Service <website@berwyn-il.gov>
Sent: Fri Sep 24 04:51:26 2010
Subject: Online Request

Form information follows:

recipient: custservice@ci.berwyn.il.us

subject: Online Service Request

name: Michelle Maggos

email: mmaggos@schooldistrict100.org

address: 2435 W. Kenilworth

comments: Piper School is having a carnival and would like to have the street blocked
4:00-8:00 for the safety of the children. Please advise me of what forms I must fill
to have our

"block party" Thursday September 30.

Michelle Maggos

First Grade Teacher

Piper School

text: General

telephone: 708-795-2364
