



City of Berwyn
City Council Meeting

January 24, 2012

BERWYN CITY COUNCIL MEETING
JANUARY 24, 2012

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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REGULAR MEETING 1/10/12-COW-1/10/12
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. REQUESTING APPROVAL FOR THEIR 2012 ANNUAL EVENTS
 - 2. J.D. BYRIDER RDA FOR ANDERSON FORD
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. PROCLAMATION-ASSISTANT FIRE CHIEF RICHARD SWADE
 - 2. IGA WITH SCHOOL DISTRICT 98
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. APPROVAL OF CLOSED COW MINUTES OF 11-8-11, 11-22-11 AND 12-13-11
 - 2. WARD-REDISTRICTING COMMITTEE RECOMMENDATION
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. BUILDING/ZONING/PLANNING COMMISSION-CHAIR LAURETO-ITEM # 12 DATED 1/18/12-COMMUNICATION ANIMAL ORDINANCE
 - 2. ALDERMAN AVILA-RECOGNITION OF LELAND RODRIGUEZ
- (J) STAFF REPORTS
 - 1. FIRE CHIEF-REPLACEMENT OF ASSISTANT FIRE CHIEF POSITION
 - 2. FIRE CHIEF-INFORMATIONAL PURPOSE ONLY/HONORABLE MENTION

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3. CITY ATTORNEY-ORD. ESTABLISHING REGULATIONS FOR SEASONAL DECORATIONS
4. PROJECT OPERATIONS MANAGER-PROPERTY USE AGREEMENT FOR CERMAK PLANTERS
5. LIBRARY DIRECTOR-REPLACEMENT OF A PAGE POSITION, 13-15 HOURS
6. LIBRARY DIRECTOR-PURCHASE OF MAG/BOXES
7. PUBLIC WORKS DIRECTOR-APPROVAL OF PAY ESTIMATE # 5 AND CHANGE ORDER # 1 FOR THE CHICAGO MASTER METER VAULT REHABILITATION

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

1. BUDGET CHAIR-PAYROLL-1/18/12-\$1,068,869.98
2. BUDGET CHAIR-PAYABLES-1/24/12-\$1,527,514.45
3. COLLECTIONS AND LICENSING PERMITS-DECEMBER, 2011
4. CITY CLERK-HANDICAP SIGN REQUEST-B. GUGORA 3737 CLARENCE AVE.
5. LAURETO-HANDICAP SIGN REQUEST-M. DUDEK-1408 HOME AVE.
6. CITY CLERK-HANDICAP SIGN REQUEST-J. TALERICO-1920 OAK PARK AVE.

ITEMS SUBMITTED ON TIME 22



THOMAS J. PAVLIK - CITY CLERK

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



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



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

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES BERWYN
CITY COUNCIL
JANUARY 10, 2012

C-1

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 and Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was had for the deceased Frank Kalis, beloved Husband of Delphine Kalis, (Retired) Engineer for the Fire Department. Deceased Anthony Adolf, (Retired) Police Commander and (Retired) Fire and Police Commissioner. Deceased Harvey E. Curry (Retired) Berwyn Police Officer. Deceased Jacob Davids (Retired) Fire Chief Father of Brian Davids. Deceased Walter R. Gunty, Father of Joe Gunty Principal of Morton High School West Campus, and for the Men and Women on the streets of Berwyn protecting our safety, along with the Men and Women in the Armed Forces.
3. The Open Forum portion of the meeting was announced. Sandi Radtke, requested to be on Ward-redistricting AD HOC Committee. Rita Maniotis, requested to be on the Ward-redistricting Ad HOC Committee. Alderman Avila, announced a Job Fair to be held at the 16th Street VFW, hosted by State Representative Liza Hernandez on Saturday, January 28, 2012, from 10am-2pm. Alderman Polashek thanked Piasan's Pizza for developing a gluten free pizza.
4. The minutes of the Berwyn City Council Meeting and the Committee of the Whole held on December 27, 2011 were submitted, along with the December 13, 2011 Tax Levy Public Hearing. Thereafter, Avila made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a voice vote.
5. The Mayor submitted a Proclamation regarding Turano's 50th Anniversary. Thereafter, a motion by Chapman, seconded by Boyajian, to concur and **adopt** the Proclamation as submitted. The motion carried by a voice vote.

BERWYN CITY COUNCIL MINUTES
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6. The City Clerk submitted a communication regarding OMA (Open Meetings Act) Training. Thereafter, a motion by Skryd, seconded by Boyajian, to concur and refer the matter to the City Clerk. The motion carried by a voice vote.
7. The Fire Chief submitted a communication regarding retirement of Assistant Chief Richard Swade, 26 year plus Veteran and replacement of Assistant Chief Position and Firefighter/Paramedic. Thereafter, Skryd, made a motion, seconded by Avila to concur and accept as informational. The motion carried by a voice vote. Thereafter, Polashek, made motion, seconded by Skryd to grant permission to contact the Fire and Police Commission for promotion of next candidate on the promotion list, waive the hiring freeze and grant permission to contact the Fire and Police Commission regarding replacement of Firefighter/Paramedic. The motion carried by a voice vote.
8. Assistant Fire Chief Richard Swade submitted a communication regarding Firefighter Jerry Simek, seniority promotion. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
9. Assistant Fire Chief Richard Swade submitted a communication regarding the hiring of Probationary Firefighter Michael J. Kostal. Thereafter, Chapman made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
10. The Finance Director submitted a communication regarding 2011 Audit/Agreement with Crowe Horwath. Thereafter, Skryd made a motion, seconded by Avila, to concur, approve as submitted and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
11. The Assistant Finance Director submitted a communication regarding Surplus Property. Thereafter, Chapman made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.

BERWYN CITY COUNCIL MINUTES
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12. The Consent agenda Items K-1 thru K6-were submitted:

K-1 Budget Chair-Payroll-1/4/12-\$920,791.98
K-2 Budget Chair-Payroll-1/10/12-\$1,315,820.83
K-3 Building & Local Improvements Permits-December, 2011
K-4 Laureto-Handicap Sign-I. Velazquez-1422 Wisconsin Ave., **DENY**
K-5 Santoy-Handicap Sign-P. Ayala-2247 Scoville Ave., **APPROVE**
K-6 Annual Misericordia 'Jelly Belly Candy Days" 4/27 & 4/28/12

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

13. Alderman Chapman, as previously called, Budget Committee meeting for Thursday, January 12, 2012 at 4:30 p.m.
14. Alderman Laureto, as previously called, Building/Zoning/Planning Committee meeting for Monday, January 16, 2012 at 5:30 p.m., with Building Director Lazzara invited to attend.
15. Clerk Pavlik called a Ward-redistricting Ad Hoc Committee Meeting for Thursday, January 19, 2012 at 5:45 p.m.
16. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:20 p.m. The motion carried by a voice vote.

Respectfully submitted,


Thomas J. Pavlik, CMC
City Clerk

MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
JANUARY 10, 2012

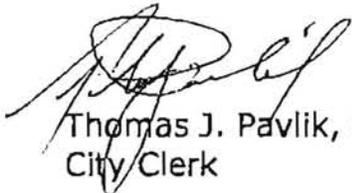
1. Mayor Lovero called the Committee of the Whole to order at 6:00 p.m., upon the call of the roll, the following responded present. Chapman, Boyajian, Paul, Skryd, Polashek, Avila, Laureto. Absent: Santoy.
2. Alderman Avila made a motion, seconded by Alderman Polashek, to excuse Alderman Santoy. The motion carried.
3. The Mayor entertained any questions for Finance Director John Wysocki, regarding his communications J-4 and J-5, Audit agreement and Surplus Property. There being none, the Mayor excused Finance Director John Wysocki.
4. Redevelopment agreement of Anderson Ford property. The Mayor recognized Anthony Griffin, of the Berwyn Development Corporation who reviewed same (see attached.) Griffin reviewed the development agreement with Harold Zeigler Auto Group, for a JD Byrider Franchise, to be located at 6539 Ogden Ave. Zeigler Auto group will pay 1 million dollars for the parcel and are taking down two thirds of the existing buildings and building a new show room and investing 2.3 million dollars into the project with an estimated sales tax return of 180,000 a year. The Mayor noted that this agreement is not on tonight's City Council, but it will be on the next City Council agenda for approval. The Mayor then recognized Attorney James Vasselli, who reviewed the terms of the agreement, noting that this is an 11 year agreement, with a purchase price of 1 million. The Zeigler Auto Group is spending 2.3 million dollars for a build out and there will be a sales tax rebate of 40% for years 6 thru 10. Vasselli also noted it was negotiated down from 50% and they are taking the property "as is." Vasselli reviewed the representations and warranties of the developer, the developer's obligations, performance implementation and default remedies. The Mayor turned it back over to Griffin who stated this project will create 30 new jobs and has a projected sale of 1,000 cars a year. The Mayor entertained questions from the Aldermen. Aldermen Paul, questioned Phase 2 and Phase 3 Environmental Assessments and questioned if the city would be responsible for any third party costs for any unknown environmental cleanup. Griffin stated no, the city has already performed a Phase 1 and Phase 2 assessments and the purchaser is required to conduct their own Phase 2 and Phase 3 at their own cost. Attorney Vasselli also explained that the city has no liability, per the agreement. The Mayor recognized a

COMMITTEE OF THE WHOLE
JANUARY 10, 2012

resident from the audience who questioned the construction, demolition and any new configurations at the site. The Mayor answered that all curb cuts will remain the same and the flow should be out towards Ogden, same as when Anderson Ford occupied the property. Alderman Skryd questioned if there was any TIF assistance being used for this project. Tony Griffin answered, no.

5. There being no further business to come before the Open Committee of the Whole Meeting, the Mayor asked for a motion to go into Closed Session for Pending Litigation, Real Estate and review of Closed Committee of the Whole Minutes. Thereafter, Skryd made a motion, seconded Boyajian, to close the Committee of the Whole at 6:24 p.m. The motion carried by a voice vote.
6. A motion was made in Closed Session, by Polashek, seconded by Boyajian, to re-open the Committee of the Whole at 7:37 p.m. The motion carried by a voice vote.
7. A motion by Avila, seconded by Santoy, to adjourned the Committee of the Whole at 7:37 p.m. Motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk



D. Bid Openings Tabulations



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



January 24, 2012

Mayor Robert Lovero
Members of the Berwyn City Council

Ladies and Gentlemen:

The Berwyn Development Corporation is requesting approval for their 2012 annual events. The dates are as follows:

| <u>Event</u> | <u>Date</u> | <u>Time</u> | <u>Location</u> |
|--|--------------|--------------|---|
| Depot Monster Mini-Golf Pub Crawl | Sat., 4/28/6 | 12pm-6pm | On Windsor & Stanley between East & Harlem |
| Bloom 'n Zoom | Sat., 5/12 | 8am-2pm | 32 nd St between Oak Park & Grove Aves |
| Depot District Clean Sweep Garage Sale | Sat., 6/9 | 8am-3pm | Municipal Parking Facility |
| Fiesta Nuestras Raíces | Sat., 6/30 | TBD | TBD |
| Cruise Nite | Tues., 6/5 | 6pm-9pm | Depot Area |
| Cruise Nite | Tues., 6/19 | 6pm-9pm | Depot Area |
| Cruise Nite | Tues., 7/17 | 6pm-9pm | Depot Area |
| Cruise Nite | Tues., 7/31 | 6pm-9pm | Depot Area |
| Cruise Nite | Tues., 8/7 | 6pm-9pm | Depot Area |
| Cruise Nite | Tues., 8/21 | 6pm-9pm | Depot Area |
| Music in the Street | Sun., 7/22 | 12pm-7pm | Grove between 32 nd & Stanley |
| Rt. 66 Car Show | Sat., 9/8 | 10am-4pm | Ogden Avenue |
| Oktoberfest | Fri., 9/14 | 6pm-11pm | Depot Area |
| Oktoberfest | Sat., 9/15 | 12pm-11:00pm | Depot Area |
| Festival of Lights | Sat., 12/8 | 5pm-9pm | Depot Area |

We are requesting City Council approval and permission for all of the above listed events. All proper licensing, insurance and free City services (Police, Fire and Public Works support) are necessary and contingent upon your approval.

As in the past, some areas will need to be blocked off a day prior to the event, for the day of the event, and for proper cleanup.

Thank you for your consideration.

Respectfully submitted,

Anthony Griffin, Executive Director,
Berwyn Development Corporation

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



January 24, 2012

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

Re: J.D. Byrider RDA for Anderson North

Dear Mayor and City Council,

The BDC is seeking approval of the attached Redevelopment Agreement and Ordinance for the sale of the former Anderson Ford North site. The group, Harold Zeigler Automotive Group, Inc., plans to own and operate a J.D. Byrider car dealer franchise.

J.D. Byrider is an Indianapolis-based used car dealership franchise started in 1989. The company acts as a one stop shop for used car buyers by selling the cars, providing the financing as well as comprehensive maintenance and repair services. J.D. Byrider has 125 locations in 31 states and currently serves over 150,000 customers.

The Harold Zeigler Automotive Group is headquartered in Southwest Michigan, founded in 1975 and operating 35 franchises in 15 locations. They own units in Schaumburg and Downers Grove selling Chrysler, Dodge, Jeep, Ram, FIAT or Chevy. They also own the current JD Byrider in Downers Grove which will move its operations to Berwyn.

Harold Zeigler Automotive Group would like to have the Berwyn operation open by August 2012. The property would see substantial investment to bring it up to J.D. Byrider standards. The acquisition and construction are expected to exceed \$2.4M with a majority being renovation and new construction costs. The new operation will employ approximately 30 people and the BDC's tax forecast for the operation is estimated to exceed \$180,000 in sales and property tax.

With the consent of City Council, Harold Zeigler Automotive Group can commence work on their project and contribute to the revitalization efforts taking place on Ogden Avenue.

Respectfully submitted for your consideration,


Anthony W. Griffin

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH HAROLD ZEIGLER AUTO GROUP, INC. FOR THE CITY OF BERWYN, 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

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH HAROLD ZEIGLER AUTOMOTIVE GROUP, INC. FOR THE CITY OF BERWYN, 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 is the owner of that certain real property commonly known as “Anderson Ford – North” (the “Subject Property”), which is located at the common street address of 6539 Ogden Avenue, Berwyn, Illinois and legally described in the Agreement (as hereinafter defined); 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, the City intends to use its home rule powers to dispose of the Subject Property; and

WHEREAS, there exists a certain development agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which the City will convey the Subject Property to Harold Zeigler Auto Group, Inc. (the “Developer”); and

WHEREAS, in addition to acquiring the Subject Property, the Developer intends to redevelop the Subject Property by, among other things, demolishing the existing structures, in whole

or in part, constructing all necessary site improvements and thereafter opening and operating a J.D. Byrider franchise at the Subject Property (collectively, the "Redevelopment Project"); and

WHEREAS, to stimulate and induce redevelopment pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, (the "TIF Act"), and to encourage municipal revitalization, after giving all notices and conducting all public hearings required by law, the City has approved a redevelopment project and plan (collectively, the "Redevelopment Plan"); designated a Redevelopment Project Area (as hereinafter defined); and adopted tax increment financing ("TIF") for the Redevelopment Project Area (collectively, the "TIF Ordinances"); and

WHEREAS, in accordance with the Redevelopment Plan, the City previously established a tax increment redevelopment district (the "Redevelopment Project Area") that encompasses the Subject Property; and

WHEREAS, pursuant to the TIF Ordinances, the Redevelopment 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 Project; and

WHEREAS, the Agreement also sets forth the terms under which the City may elect to provide economic assistance to the Developer by sharing or rebating a portion of the sales taxes received by the City that are generated by the Redevelopment Project; and

WHEREAS, the Mayor and the City Council (collectively, the "Corporate Authorities") have determined and do hereby determine that the Redevelopment Project 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 Project Area; (b) facilitating the redevelopment of the Redevelopment Project Area; (c) improving the environment of the City; (d) increasing economic activity within the City; (e) promoting and achieving the goals of the Redevelopment Plan; and (f)

producing increased tax revenues for the various taxing districts authorized to levy taxes on the Subject Property; and

WHEREAS, in addition to the foregoing, the Corporate Authorities have determined and do hereby determine that: (1) the building located on the Subject Property no longer complies with current building codes; (2) the building located on the Subject Property has remained significantly underutilized for at least one (1) calendar year; (3) the Redevelopment Project is expected to create or retain job opportunities within the City; (4) the Redevelopment Project will serve to further the development of adjacent areas, increase economic activity within the City and improve the environment of the City; (5) without the Agreement and the financial assistance offered to yjr Developer by the City pursuant to the terms of the Agreement, the Redevelopment Project would not be possible; (6) the Developer meets high standards of creditworthiness and financial strength as demonstrated by: (i) corporate debenture ratings of BBB or higher by Standard & Poor's Corporation or Baa or higher by Moody's Investors Service, Inc.; (ii) 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; and/or (iii) specific evidence of equity financing for not less than ten percent (10%) of the total project costs; (7) the Redevelopment Project will strengthen the commercial sector of the City; (8) the Redevelopment Project is expected to generate tax revenue for the benefit of the City and its residents; and (9) the Agreement is made in the best interests of the City; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is in the best interests of City and its residents to convey the Subject Property to the Developer to facilitate the Redevelopment Project; 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 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 convey the Subject Property to the Developer to facilitate the Redevelopment Project and 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. The City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The

officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement or the conveyance of the Subject Property. 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

24th day of January 2012, 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 24th day of January 2012.

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

EXHIBIT A
AGREEMENT

DEVELOPMENT AGREEMENT

By and Between

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

and

**HAROLD ZEIGLER AUTO GROUP, INC.
a Michigan corporation**

Dated: January _____ 2012

* * * * *

The mailing, delivery or negotiation of this Development Agreement by the City of Berwyn or its agent or attorney shall not be deemed an offer by the City of Berwyn to enter into any transaction or to enter into any other relationship with Harold Zeigler Auto Group, Inc. whether on the terms contained herein or on any other terms. This Development Agreement shall not be binding upon the City of Berwyn, nor shall the City of Berwyn have any obligations or liabilities hereunder nor shall Harold Zeigler Auto Group, Inc. have any rights with respect thereto, unless and until the City of Berwyn has executed and delivered this Development Agreement. Until the execution and delivery of this Development Agreement, the City of Berwyn may terminate all negotiations and discussions regarding the subject matter of this Development Agreement, without cause and for any or no reason, without recourse or liability.

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DEVELOPMENT AGREEMENT

This Development 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 the Effective Date (as defined herein) by and between the City of Berwyn, an Illinois municipal corporation, (the "**City**") and Harold Zeigler Auto Group, Inc. a Michigan corporation ("**Developer**"). The City and Developer may, for convenience, be referred to collectively as the "**Parties**" and individually as a "**Party**."

WHEREAS, 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;

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its 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;

WHEREAS, Developer (or its assignee) is a Michigan corporation in good standing and is (or will be as of the Closing Date) 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. Developer's organizational documents are attached hereto and incorporated herein as Exhibit A;

WHEREAS, the City is the owner of that certain real property that is located at the intersection of Harlem and Ogden Avenues in Berwyn, Illinois, which is commonly known as "Anderson Ford—North", with a common street address of 6539 Ogden Avenue, Berwyn, Illinois (the "**Property**"), and which is legally described on Exhibit B, attached hereto and incorporated herein by reference;

WHEREAS, the City desires to sell to the Developer and the Developer intends to acquire the Property from the City;

WHEREAS, the City intends to use its home rule powers to dispose of the Property;

WHEREAS, 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;

WHEREAS, after acquiring the Property, Developer desires and intends to redevelop the Property by, among other things taking all steps necessary to locate a JD Byrider franchise (the "**Franchise**" or "**JD Byrider**") at the Property (collectively, the "**Redevelopment Project**");

WHEREAS, the Redevelopment Project also consists of Developer acquiring the Property from the City, taking all steps necessary to build out the Property consistent with the plans developed for the Redevelopment Project and demolishing (in whole or in part) and/or repairing the existing structure and/or underground foundations and utilities located on the Property and remediating environmental conditions, if necessary and/or required by applicable law, to prepare the Property to construct all necessary structures and utilities and other site improvements necessary to open and thereafter operate a JD Byrider franchise or similar used car dealership on the Property (the "**Intended Use**" or the "**Completed Redevelopment Project**");

WHEREAS, the Redevelopment Project shall comply with the provisions of this Agreement and shall also consist of adequate landscaping of the Property and shall be in compliance with the project plan (the "**Plan**"), attached hereto and incorporated herein as **Exhibit C** and the timeline (the "**Timeline**"), attached hereto and incorporated herein as **Exhibit D**;

WHEREAS, the Developer has committed to expending no less than One Million Three Hundred Thousand and no/100 U.S. Dollars (\$1,300,000.00) on the overall design and construction of the Redevelopment Project, including, without limitation, architectural and engineering fees and costs (the "**Buildout Amount**");

WHEREAS, the initial amount proposed for the total cost of the Redevelopment Project is approximately Two Million Three Hundred Thousand and No/100 U.S. Dollars (\$2,300,000.00) ("**Minimum Expenditure**"), which includes the Buildout Amount and the Purchase Price;

WHEREAS, the Developer has determined that it is not economically feasible for Developer to undertake the Redevelopment Project without a commitment by the City to provide Developer with certain Economic Assistance (as defined herein);

WHEREAS, 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: (1) the building located on the Property no longer complies with current building codes; (2) the building located on the Property has remained significantly underutilized for at least one (1) calendar year; (3) the Redevelopment Project is expected to create or retain job opportunities within the City; (4) the Redevelopment Project will serve to further the development of adjacent areas, increase economic activity within the City and improve the environment of the City; (5) without this Agreement and the financial assistance offered to Developer by the City pursuant to the terms of this Agreement, the Redevelopment Project would not be possible; (6) the Redevelopment Project will strengthen the commercial sector of the City; (7) the Redevelopment Project is expected to generate tax revenue for the benefit of the City and its residents. 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;

WHEREAS, the City shall cooperate with Developer and shall not unreasonably withhold or delay temporary and final certifications of occupancy to prevent the opening or operation of the Franchise;

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects;

WHEREAS, the City previously established a tax increment redevelopment district that encompasses the Property;

WHEREAS, the Parties acknowledge and agree that the land acquisition costs are an eligible redevelopment project cost (as defined in the Act) and eligible for reimbursement from tax increment as set forth in the Act;

WHEREAS, the completed Redevelopment Project will reduce blight and strengthen the commercial sector of the City and the tax base of the City;

WHEREAS, the City desires to be able to pay the Economic Assistance through sales tax reimbursements or rebates or increment captured under the Act at the election of the City;

WHEREAS, the entering into this Agreement is in the best interests of the City and its tax payers and residents;

WHEREAS, the home rule powers of the City as well as powers set forth in Section 8-11-20 of the Illinois Municipal Code (65 ILCS 5/8-11-20) allow the City to enter into this Agreement;

WHEREAS, the Parties desire to enter into this Agreement to set forth the rights, duties and obligations of and between the Parties regarding Developer's acquisition of the Property, 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 agreement to provide financial assistance to Developer;

NOW, THEREFORE, incorporating the above Recitals and the mutual covenants and promises contained herein, the respective undertakings of the Parties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

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 Illinois Compiled Statutes and other

applicable laws, including the applicable provisions of the Illinois Compiled Statutes and the Codified Ordinances of Berwyn (the "**City Code**").

B. Recitals. The representations, covenants and recitations set forth in the preceding paragraphs (the "**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 PURCHASE AND SALE AND CITY ASSISTANCE

A. Purchase and Sale. Subject to the terms and conditions of this Agreement, the City agrees to sell to Developer and Developer agrees to purchase from the City the Property, as is, which includes all interests, easements, rights-of-way and appurtenances used in connection with the beneficial use and enjoyment of the Property.

B. City Assistance. The Parties acknowledge that the Redevelopment Project will be effectuated in part by a land write down to the Developer by the City in accordance with the terms of this Agreement. Provided that Developer meets the conditions established in this Agreement, the City shall reduce the purchase of the Property to One Million and No/100 U.S. Dollars (\$1,000,000.00) (the "**Purchase Price**"), plus or minus applicable prorations and closing costs, to assist with Developer's acquisition costs. The City shall only be obligated to sell the Property for the Purchase Price, if: (1) as of the Closing Date Developer (or its assignee) is a valid corporation (or limited liability company), operating in "good standing" in the State of Illinois; and (2) Developer is not in breach, default or violation of any covenant, obligation or term of this Agreement beyond any applicable notice and cure period.

C. Purchase Price. The Purchase Price shall be paid by Developer to the City as follows:

1. Earnest Money. Within ten (10) calendar days after the Effective Date, Developer shall deposit, as earnest money, by certified check or wire transfer, the amount of Twenty-Five Thousand and no/100 U.S. Dollars (\$25,000.00) (said earnest money together with any interest earned thereon (as applicable) being referred to herein as the "**Earnest Money**") into an escrow account pursuant to a strict joint order escrow agreement to be entered into by the Parties (with such special provisions inserted in the strict joint order escrow agreement as may be required to conform to this Agreement) with, in the sole and absolute discretion of the City, either First American Title or Chicago Title Insurance Company, or such other mutually agreeable title insurance company duly authorized to do such business in the State of Illinois (the "**Title Company**"), as escrowee (the "**Escrowee**"). The Earnest Money shall be transferred to the Closing Escrow (as hereinafter defined) upon the establishment of the Closing Escrow. The Earnest Money may be invested upon the direction of Developer and, except as specifically set forth herein to the contrary, all interest earned thereon shall accrue to the benefit of Developer. The Earnest Money shall be fully refundable to Developer in the event that Developer terminates the Agreement in writing pursuant to the terms of this Agreement. In the event that Developer terminates this Agreement and said termination is not in compliance with the provisions of this Agreement, the Earnest

Money shall be deemed non-refundable and shall be paid directly to the City in accordance with the terms of this Agreement. No such refund of the Earnest Money shall be made to Developer in the event Developer has previously breached this Agreement and failed to cure such breach within the time permitted herein.

2. Cash Balance. The balance of the Purchase Price, plus or minus Developer's share of the closing costs, prorations and credits hereinafter provided for, shall be paid by Developer by wire transfer at the Closing (as defined herein).

D. Developer's Conditions Precedent: Opening Covenant; Operating Covenant; Minimum Expenditure; Timeline. The City's obligation to pay the Economic Assistance to the Developer is wholly contingent on (1) the Developer satisfying the following conditions precedent to payment (enumerated as items 1-4 below); and (2) the Developer being in compliance (and not in default or breach beyond any applicable notice and cure periods) with all of the terms of this Agreement (the "**Conditions Precedent to Payment**"). The City shall determine the Developer's compliance with the Condition Precedent to Payment annually or otherwise when applicable. Developer's failure to comply with the Conditions Precedent to Payment will serve as Developer's forfeiture and waiver of its rights to receive the Economic Assistance.

1. Opening Covenant. The Developer shall use all commercially reasonable efforts to open the Franchise no later than October 1, 2012 (or the first business day thereafter) (the "**Opening Date**").

2. Operating Covenant. The Franchise Agreement (as defined below) or a Substitute Franchise Agreement (as defined below) shall be and remain in full force and effect from the Closing until August 2, 2023 (the "**Expiration Date**"). Developer shall operate the JD Byrider franchise on the Property from the Opening Date until the Expiration Date. Notwithstanding the foregoing requirements, Developer may: (i) replace the JD Byrider franchise with another national or regional new or used car franchise of a similar reputation and operation; or (ii) operate a used car dealership under the Zeigler name, either of which shall satisfy the foregoing requirements (either being a "Substitute Franchise Agreement").

3. Minimum Expenditure. Developer shall expend no less than the Minimum Amount on or prior to the Opening Date.

4. Timeline. The Developer shall adhere to the Timeline, subject to Force Majeure (defined below). The Parties acknowledge and agree that the Developer's adherence to the Timeline is a material term of this transaction and that time is of the essence in this Agreement.

E. City Assistance.

1. **Generally.** As set forth herein, the Developer shall not be entitled to the Economic Assistance unless the Conditions Precedent to Payment and the actual receipt of Sales Taxes by the City. The City may elect to pay the Economic Assistance through either Sales Tax, as defined below, or tax increment as defined in the Act. The City in its sole and absolute discretion shall select the funding source and the funding can be in made from both or either sources at the election of the City and intermittently.

2. **Limitations on Payment.** The payment or sales tax rebate to be provided to the Developer as the Economic Assistance (when the Developer is eligible to receive such payments or rebates) shall be no greater than (1) forty percent (40%) of the Sales Tax received by the City having been generated by the Franchise on the Property and (2) an annual amount of Forty Eight Thousand and no/100 United States Dollars (\$48,000.00) per annum. The Economic Assistance shall only be paid during years six (6) through ten (10) of this Agreement.

3. **Sales Tax.** The following provisions (a- c) shall apply to and regulate the City's payment of the Economic Assistance through Sales Tax and the collection of Sales Tax data to be able to pay said sums through increment.

a. **Definitions.** Whenever used in this subsection of this Agreement, the following terms shall have the meanings set forth below, unless a different meaning is required by the context:

"**Calendar Year**" means any twelve (12) month period commencing on January 1st and ending on December 31st during the Sales Tax Repayment Period (as defined below).

"**Department**" means the Illinois Department of Revenue, or any successor agency of the State of Illinois.

"**Gross Receipts**" shall have the same meaning as that which is ascribed to it in the Retailers' Occupation Tax Act (35 ILCS 120/1, *et seq.*).

"**Municipal Sales Taxes**" means all Sales Taxes (as defined below) that the City actually receives from the State of Illinois generated by any portions of the Property during the Sales Tax Repayment Period (as defined below), including any interest earned on Sales Taxes while held by the Department (to the extent actually received by the City).

"**Quarter**" means any three (3) month period ending March 31st, June 30th, September 30th or December 31st during the Sales Tax Repayment Period (as defined below).

"**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.*), taxes imposed pursuant to the Service Use Tax Act (35 ILCS 110/1, *et seq.*), the Service Occupation Tax Act (35 ILCS 115/1, *et seq.*, 65 ILCS 5/8-11-1.4), the Use Tax Act (35 ILCS 105/1, *et seq.*) and any other tax that is a substitute for a portion or all of the foregoing.

"Sales Tax Rebate" means the rebate payment to the Developer of a portion of the Municipal Sales Taxes that the City is required to make pursuant to this Agreement, which amount shall be forty percent (40%) of all Municipal Sales Taxes that the City receives from the Property, in each Calendar Year, during the Sales Tax Repayment Period (as defined below).

"Sales Tax Repayment Period" means the period set forth herein that establishes the time when the Developer is eligible to receive the Economic Assistance.

b. Sales Tax Rebate Provisions.

- (i) In consideration of the Developer redeveloping the Property and constructing the Redevelopment Project thereon in substantial compliance with detailed plans and specifications to be submitted to the City, the City agrees to pay the Sales Tax Rebate to the Developer during the Sales Tax Repayment Period. Based upon the Department's Sales Tax reports for the Property and the City's receipt of the Municipal Sales Taxes and appropriate supporting documentation, within thirty (30) calendar days following the later of the close of the financial quarter of the City or the receipt of the aforementioned Municipal Sales Tax, the City shall pay to the Developer (or to a party designated in writing by the Developer) the applicable Sales Tax Rebate for the immediately preceding Quarter. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Taxes to the City in sufficient time for the City to make such quarterly payments or the City does not receive appropriate supporting documentation, the City shall provide notice of such fact to the Developer orally. In that event, the City shall make the required Sales Tax Rebate payment within fifteen (15) calendar days after the date on which the City actually receives the Municipal Sales Taxes and all appropriate supporting documentation due to the City for the applicable Quarter. If, at that end of the Calendar Year, there is a need to adjust and reconcile the amount of any quarterly Sales Tax Rebate payment to account for any provision of this Agreement or to account for the amount of the Municipal Sales Taxes actually paid by the State of Illinois to the City, the City and the Developer do hereby agree to cooperate with each other to accomplish such reconciliation. Together with every quarterly payment delivered to the Developer, the City shall deliver to the Developer copies of all Sales Tax information and other supporting documentation in the City's possession relating to such quarterly payment (including, without limitation, documents received from the Department). The Developer shall maintain the confidentiality of such information and shall not disclose such information to third parties without the prior written consent of the City, provided that the Developer may disclose such information to its partners, lenders and other parties having a financial interest in the Redevelopment

Project, provided such parties agree to maintain the confidentiality of such information.

- (ii) Any payments determined to be due to the Developer from the City shall be reduced by the amount of all collection fees imposed upon the City by the State of Illinois or the Department for collection of the Sales Taxes (in proportion to the Property's share of such Sales Taxes). The Parties acknowledge and agree that certain State of Illinois laws regulate how the incentive funds are expended. The Developer acknowledges and warrants and represents that all such expenditures shall be made in accordance with law, with primary expenditures being for the infrastructure improvements.

c. Sales Tax Information.

- (i) 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 Developer 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.
- (ii) The Developer agrees that it shall prepare and execute an Authorization to Release Sales Tax Information (in a form substantially similar to Schedule- 1 of this Agreement, 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 IDOR Form ST-1 (or any amended reporting form) with the Department in order to separately identify the Sales Taxes that result from retail sales on the Property. The Developer shall provide to the City 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.
- (iii) All Gross Receipts 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.

4. **Tax Increment.** In the event the City elects to pay the Economic Assistance to the Developer through payments of tax increment, the payments shall be made pursuant to the provisions of Section II of this Agreement and made pursuant to same limitations and qualifications as if made through sales tax reimbursements. The Parties agree and acknowledge that if increment is used the payment of increment made shall be made to reimburse the land acquisition costs incurred by the Developer in purchasing the Property.

5. **Provisions Concerning Limitation on Debt.** Notwithstanding the method of payment made, the actual receipt of Sales Taxes by the City, either directly or indirectly through the Department, from the Franchise on the Property shall be a condition precedent to any obligation of the City to pay monies to the Developer and, as such, no debt from the City to the Developer shall exist unless the City has first received, during any Calendar Year, either directly or indirectly, Sales Tax revenues. **NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY BY IMPLICATION OR OTHERWISE, ANY OBLIGATIONS OF THE CITY CREATED BY OR ARISING OUT OF THIS AGREEMENT SHALL NOT BE A GENERAL DEBT OR OBLIGATION DUE AND OWING FROM THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, BUT SHALL BE PAYABLE SOLELY OUT OF THE MUNICIPAL SALES TAXES AS SET FORTH HEREIN.**

F. **Reversion.** """" Intentionally Deleted.

SECTION III CLOSING

A. **Closing Escrow.** The closing of the transaction contemplated by this Agreement (the "**Closing**" or "**Closing Date**") shall be held at the office of the Escrowee thirty (30) calendar days after the expiration of the Inspection Period (as hereinafter defined), unless the Parties, by written mutual agreement, agree to have the Closing on another date or this Agreement is otherwise terminated. If the Closing does not occur on or before April 15, 2012 absent fault of the City, the City shall have the right, in its sole and absolute discretion, to terminate this Agreement by giving notice to Developer, in which event the Earnest Money shall be returned to Developer, and each Party shall be released from further liability to the other, and this Agreement shall be deemed null and void and of no further effect. If the scheduled Closing Date does not fall on a business day, the Closing Date shall be on the next business day thereafter. The transaction contemplated by this Agreement shall be closed by means of a Deed and Money "New York Style" Escrow (the "**Closing Escrow**") to be opened with the Escrowee on or before the Closing Date. The Closing Escrow shall be in accordance with the general provisions of the usual form of Deed and Money "New York Style" Escrow Agreement (the "**Escrow Agreement**") currently in effect and used by the Escrowee, with such special provisions inserted in the Escrow Agreement as may be required to conform to this Agreement; provided, however, in the event of a conflict between the terms of this Agreement, the Closing Escrow (or any additional or collateral escrows opened hereunder) and/or the Escrow Agreement, the terms of this Agreement shall in all instances control.

B. Conditions Precedent to the Closing. The City's obligation to close herein shall be contingent only upon the following:

1. This Agreement not being previously terminated pursuant to its terms and conditions;
2. The Inspection Period having expired or been waived; and
3. The receipt of a copy of a fully executed franchise agreement between Harold Zeigler Auto Group, Inc. (or its assignee) and JD Byrider (the "**Franchise Agreement**") or a copy of a Substitute Franchise Agreement.

C. Deliveries at the Closing—City. At the Closing, the City shall deliver to the Escrowee or Developer directly the following documents and items, each in a form mutually agreed to by the Parties:

1. A special warranty deed (the "**Deed**") conveying the Property from the City to Developer and subject only to the Permitted Exceptions (as hereinafter defined) or such other exceptions as expressly agreed to herein (the form of Deed is attached hereto and incorporated herein as Exhibit E);
2. A Certificate of Non-Foreign Status of the City, as required by Section 1445 of the Internal Revenue Code (and any amendment thereto), which certifies that the City is not a foreign transferor and which is in a form and substance reasonably satisfactory to Developer;
3. Any and all reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy (as hereinafter defined) and any other documentation necessary to complete the transaction contemplated herein;
4. An ALTA Statement and a personal "Gap" undertaking, if required by the Title Company to effectuate a "New York Style" Closing;
5. Five (5) original closing statements prepared by the City in a manner which reflects the terms and conditions of this Agreement, as applicable, and that is otherwise in a form reasonably acceptable to Developer (the "**Closing Statement**");
6. Such proof of the City's authority and authorization to enter into this transaction as may be required by the Title Company, which may include certified copies of any and all legislation passed and certified by the City's Corporate Authorities permitting the City to undertake the transaction contemplated herein;
7. Possession (and use, as applicable) of the Property, free of parties in possession (except as specifically set forth herein or as otherwise mutually agreed to by a written agreement of the Parties), in the same condition as of the Effective Date (excepting normal wear and tear and environmental remediation);

8. A standard form Bill of Sale, in the form attached hereto as **Exhibit F**, executed by the City and conveying any personal property located on the Property to Developer in an "As Is," "Where Is" and "With All Faults" condition; and

9. If applicable, original versions of any items necessary for Developer to enter, exit, secure and use the Property including, without limitation, keys, key cards and alarm codes necessary for Developer to enter and exit the Property.

D. Deliveries at Closing—Developer. At the Closing, Developer shall deliver to the Escrowee or the City directly, as City may elect, the following, each in a form mutually agreed to by the Parties:

1. The balance of the Purchase Price in accordance with the terms of this Agreement and Developer's share of the closing costs;

2. Such proof of Developer's authority and authorization to enter into this transaction as may be required by the Title Company including, but not limited to, a corporate resolution;

3. Any and all reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy with extended coverage to Developer and any other documentation necessary to complete the transaction contemplated herein; and

4. An acknowledgment of Developer's acceptance of the Closing Statement.

E. Deliveries at Closing—Joint; Timing of Deliverables; Execution of Deliverables. At the Closing, the Parties shall jointly deliver the following fully-executed documents to the Escrowee:

1. State, county and municipal Transfer Tax Declarations, to the extent required by law;

2. Any and all other documents reasonably required to effectuate the transaction contemplated herein;

3. All documents or other deliveries required to be made by Developer or the City at the Closing, and all transactions required to be consummated concurrently with the Closing, shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated, until all deliveries required by the Parties have been made and all concurrent and other transactions have been consummated;

4. Where permitted, all documents to be delivered hereunder shall be fully executed prior to the presentation and delivery of each to ensure the enforceability and effectiveness of the same. The Parties agree to exchange all documents required for the

Closing at a reasonable time prior to the Closing to allow each Party to review all relevant documentation.

F. Allocation of Closing Costs and Expenses. The City shall be liable for the following expenses: (1) the cost of obtaining the Title Policy (as hereinafter defined), including extended coverage charges, but excluding any other endorsements, unless the City elects to purchase such endorsements to correct any Unpermitted Exceptions (as hereinafter defined); (2) the cost to record any instruments necessary to clear the City's title; (3) one-half (1/2) of the total cost of the escrow services; (4) one-half (1/2) of the total cost of the Closing Escrow; (5) one-half (1/2) of the total cost of the "New York Style" closing fee; and (6) one-half (1/2) the total cost of any state, county and municipal transfer taxes applicable to this transaction, unless otherwise provided for by ordinance or law. Developer shall bear the following expenses: (a) the cost of obtaining the New Survey (exclusive of the Prior Survey that is being provided to the Developer pursuant to the terms of this Agreement); (b) the cost of any recording fees with respect to the Deed; (c) one-half (1/2) of the total cost of the escrow services; (d) one-half (1/2) of the total cost of the Closing Escrow; (e) one-half (1/2) of the total cost of the "New York Style" closing fee; (f) the charges for any endorsements required by Developer (exclusive of extended coverage); and (g) one-half (1/2) the total cost of any state, county and municipal transfer taxes applicable to this transaction, unless otherwise provided for by ordinance or law. The City, at no additional cost or expense to the City or its agents, agrees to cooperate with Developer in obtaining any available transfer tax exemptions based upon the corporate status of the City. Developer shall provide the appropriate allocations of the Purchase Price to the Property to the City and the Title Company prior to the Closing; however, the late delivery of such information shall not be considered a default or breach of this Agreement.

E. Prorations. The Parties agree and acknowledge that the Property is exempt from general real estate taxation as municipally owned real estate. Despite the foregoing, any *ad valorem* real property taxes and assessments levied upon the Property shall be prorated on a per diem basis between the Parties as of the day preceding the Closing Date based upon one hundred percent (100%) of the most recent ascertainable full year's tax bill pertaining to the Property, as applicable. The City shall order a final reading on all utilities and be responsible for all costs and expenses associated with the same for all days prior to the Closing Date. The City shall pay the utility provider the ascertainable amount due and owing regarding the utilities as of the Closing and provide a copy of all such documents to Developer to ensure the payment of the same is made. The Parties shall cooperate to cause the transfer of the Property's utility accounts from the City to Developer. All prorations shall be deemed final.

F. Title Insurance, Survey and Documentation.

1. Within fifteen (15) calendar days after the Effective Date, the City shall, at its sole cost and expense, deliver or cause to be delivered to Developer a commitment for ALTA Form 2006 Owner's Title Insurance Policy (the "**Preliminary Commitment**") issued by the Title Company in the amount of the Purchase Price showing title to the Property in the City. The Preliminary Commitment shall be subject only to: (i) the standard permitted exceptions and general exceptions contained in the Preliminary Commitment; (ii) general real estate taxes; (iii) matters created by, through or under Developer; and (iv) all matters approved or waived by Developer pursuant to this

Agreement (collectively, the "**Permitted Exceptions**"). The Preliminary Commitment may also reflect title exceptions pertaining to liens, taxes or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the Closing and which the City shall so remove at that time by using the funds to be paid to the City hereunder.

2. The City, at its sole cost and expense, shall cause the Title Company to issue to Developer an ALTA Form 2006 Owner's Policy of Title Insurance covering the Property for the Purchase Price and exhibiting an endorsement for extended coverage as of the Closing Date (the "**Title Policy**").

3. The City shall provide the survey prepared by Pyramid Land Surveyors, Inc. dated December 21, 2005 as drawing number 1824-041261 (the "**Existing Survey**"). Developer in its sole cost and complete discretion at its election, shall commission an updated or new ALTA survey of the Property prepared by a land surveyor licensed in the State of Illinois, which shall be certified to be prepared for the benefit of Developer, Developer's lender, if any, and the Title Company in sufficient form so as to allow the Title Company to issue an extended coverage endorsement and waive the five (5) general exceptions (the "**New Survey**"). Developer shall, or shall direct its surveyor to, distribute a copy of the New Survey to the City no later than seven (7) calendar days after Developer's receipt of the same at no expense to the City.

4. The City has provided to Developer any and all documents related to the physical characteristics of the Property in its possession on January 3, 2012. Developer acknowledges the receipt of certain documents detailing the environmental condition of the Property previously delivered by the City.

G. Survey and Title Approval. Developer shall have a period of ten (10) calendar days following the later receipt of: (a) the Preliminary Commitment; and (b) the New Survey to review such items and deliver to the City a notice of the objections that Developer may have to anything contained or set forth in or disclosed by the New Survey or the Preliminary Commitment ("**Unpermitted Exceptions**"). If Developer expressly waives any objection to or fails to object to any Unpermitted Exception in the manner and time frame set forth herein, said Unpermitted Exception shall be deemed a "Permitted Exception." If Developer timely delivers notice of any Unpermitted Exception to the City, the City may within thirty (30) calendar days after receipt of said notice, elect to eliminate or satisfy the Unpermitted Exception(s) to the satisfaction of Developer. If the City is unable or unwilling to correct any Unpermitted Exception within the thirty (30) calendar day period, the City shall be deemed to have elected not to make such cure, in which event Developer shall have the right, at its election and as its sole and exclusive remedy, within ten (10) calendar days after the expiration of the City's thirty (30) calendar day cure period, to: (a) waive any and all Unpermitted Exceptions and accept title to the Property subject to such Unpermitted Exceptions (in which event such Unpermitted Exceptions shall be deemed "**Permitted Exceptions**"); or (b) terminate this Agreement. In the event that Developer has not waived all of the Unpermitted Exceptions, which have not been eliminated or satisfied by the City, on or before the expiration of ten (10) calendar day period, Developer shall be deemed to have elected to terminate this Agreement. In the event that Developer elects or is deemed to have terminated this Agreement, the Escrowee shall be authorized to deliver to Developer the Earnest Money, this Agreement shall be null and void, and neither Party hereto

shall have any further obligations or liability under this Agreement, except as otherwise provided to the contrary in this Agreement.

H. Inspection Period.

1. **Inspection.** Commencing on the Effective Date and expiring at 5:00 pm (Berwyn, Illinois time) sixty (60) calendar days thereafter (the "**Inspection Period**"), Developer and its agents and representatives shall have the right to conduct their comprehensive inspection of the Property, which includes, but shall not be limited to, the rights to: (a) enter on the Property to perform inspections and tests, including inspections, evaluations and tests of the heating, ventilation and air-conditioning systems and all components thereof, the roof of any structures located on the Property, the parking lots, all structural and mechanical systems within any structures located on the Property and all equipment and personal property located at the Property; (b) inspect all public matters relating to the Property; (c) make investigations with regard to zoning, environmental matters, building codes, and other legal requirements; (d) make or obtain market studies and real estate analyses; (e) analyze the financial feasibility of ownership of the Property; and (f) conduct or have conducted a (or an additional) "Phase I" and/or "Phase II" environmental site assessment (or an additional version of the same, if the same have been completed). Neither Developer, nor any of its agents or representatives, shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Developer at Developer's sole cost and expense. Developer agrees to indemnify the City Indemnified Parties (as defined herein) from any and all claims, demands, actions, lawsuits, damages, and costs, including reasonable attorneys' fees and costs, arising out of any act or omission of Developer, or its agents, contractors, representatives and/or consultants, in connection with Developer's inspection of the Property. The foregoing obligation shall survive the Closing and any termination of this Agreement for a period of five (5) calendar years. Developer shall commission or conduct testing that is minimally invasive and shall restore any damage to the Property to its condition prior to the commencing the testing.

2. **Termination & Satisfaction.** If Developer is not able to satisfy itself, in its sole discretion, as to the condition of the Property at any time prior to the expiration of the Inspection Period, Developer shall have the right to: (a) request, in writing, that the City effectuate the necessary correction of any objected to defect; (b) seek, in writing, a reduction in the Purchase Price sufficient to allow Developer to correct the objected to defect; or (c) terminate this Agreement by giving written notice to the City, in which event this Agreement shall be deemed null and void and the City shall take all reasonable steps to ensure that the Earnest Money is returned to Developer. The City, in its sole and absolute discretion, may accept or reject any proposal by the Developer to the City to cure or reduce the Purchase Price to address a complained upon defect within five (5) business days after receipt of the same (the "**City's Response Period**"). If the City fails to respond to the Developer or the Parties do not otherwise reach a mutually agreeable resolution to the complained of defect within the City's Response Period, this Agreement shall be deemed null and void except where specifically set forth by the terms of this Agreement.

I. Environmental Matters.

1. **Definitions.** The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. Where applicable, words used in the present tense include the future tense of the word and words in the singular include the plural form of the word.

"Engineering and Institutional Controls" shall mean any and all restrictions, measures, covenants and obligations that may be used in lieu of, in conjunction with or as a component of Hazardous Substance (as defined herein) removal to satisfy the City's obligations under this Agreement and Environmental Laws (as defined herein) including, without limitation: (a) requirements for engineering and institutional controls; (b) proscriptions against residential and groundwater use; (c) rights of access to the Property; (d) rights enforceable by Governmental Authorities (as defined herein) and other parties; (e) environmental land use controls; and (f) any documents, instruments, agreements, rights and obligations embodying, establishing or necessary or ancillary to the foregoing including, without limitation, certifications, deed notices, deed restrictions, easements, access agreements, and restrictive covenants.

"Environmental Laws" shall mean any and all laws, statutes, treaties, regulations, codes, ordinances, rules, notices of violation or noncompliance, permits, licenses, standards or requirements (including decrees, judicial decisions, judgments, injunctions, and administrative orders issued or approved thereunder), together with all related amendments and similar statutes and implementing regulations, issued by any Governmental Authority, and all common law, pertaining to or regulating pollution, environmental protection, health or safety of person, nuisance, noise, pipeline safety, natural resources damages, conservation of resources, wildlife, waste management, the use, storage, generation, production, treatment, emission, remediation, design, formulation, packaging or any other activity related to Hazardous Substances, or any other environmental matter including, without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 *et seq.*; the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. Section 6901 *et. seq.*; the Toxic Substances Control Act, as amended, 42 U.S.C. Section 7401 *et. seq.*; the Clean Air Act, as amended, 33 U.S.C. Section 7401 *et. seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et. seq.*; the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Section 3009(f) *et. seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.* (1996); the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. Section 651 *et. seq.* (as it relates to protection of the environment); the Hazardous Liquid Pipeline Safety Act, as amended, 49 U.S.C. Section 60101 *et. seq.*; and the Federal Hazardous Materials Transportation Act 49 U.S.C. §§ 100-185 (1999).

"Governmental Authority" shall mean any and all federal, state or local government or governmental or public agency, board, department, judicial body or entity of any kind with jurisdiction over environmental, health and safety matters relating to the Property.

"Hazardous Substances" shall mean any chemical, substance, waste, material, organism, gas or emission (collectively, for convenience purposes only, **"Substances"**) which is deemed hazardous, toxic, a pollutant or a contaminant under any Environmental Law or which has been shown to have significant adverse effects on human health or the environment. **"Hazardous Substances"** shall include, without limitation, crude oil, lead, petroleum and petroleum products, urea formaldehyde, asbestos, chlorofluorocarbons, radon gas, radioactive nuclear materials, toxic mold and bacteria, polychlorinated biphenyls and all other Substances regulated by the Environmental Laws.

"NFR Letter" shall mean an environmental "no further remediation" letter or any other similar environmental closure document issued by any Governmental Authority having jurisdiction to do so, including any such documents issued in connection with voluntary programs.

2. Environmental Acknowledgement and Agreements.

a. In the event that it is determined that the Property is contaminated or in violation of an Environmental Law due to the release of Hazardous Substances from prior activities occurring on the Property and Developer does not elect to terminate this Agreement during the Inspection Period, Developer shall perform, or cause a third party to perform, any and all actions required by applicable Governmental Authorities to ensure that Developer can construct the Redevelopment Project on the Property. Developer acknowledges and agrees that previous owners of the Property may have used the Property for industrial or commercial purposes in the past, and that the appropriate cleanup standards (if any) previously performed were the least-stringent standards consistent with Environmental Laws for the commercial or industrial use of the Property, which standards may include, at the City's discretion and in compliance with Environmental Laws, site-specific standards determined by risk assessments and standards requiring Engineering and Institutional Controls.

b. Effective at and as of the Closing, Developer, on behalf of itself, its successors and assigns shall unconditionally covenant not to sue the City Indemnified Parties for any and all liability (whether arising under contract, statute, regulation, common law or otherwise) known and unknown, arising from or relating to the presence, release or migration of Hazardous Substances at, to or from the Property, or compliance with the Environmental Laws, on or after the Closing Date, except as otherwise provided below.

c. The Parties, notwithstanding any provision set forth in this Section III of this Agreement, acknowledge and agree that the Property is being conveyed **"AS IS, WHERE IS, WITH ALL FAULTS"** except where specifically set forth in

the remainder of this Agreement; provided, that the Property shall be in substantially the same condition on the Closing Date as it was on the Effective Date and expiration date of Inspection Period, normal wear and tear excluded.

d. Notwithstanding any other provision of this Agreement, the City shall not be responsible for special, incidental or consequential damages of any kind in any action (arbitration or otherwise), dispute, controversy or claim related to the presence, release or migration of Hazardous Substances at, to or from the Property on or after the Closing Date, and Developer hereby covenants not to sue the City from any and all claims for such damages, unless the City caused or permitted such damages to occur after Developer's completion of its environmental investigation and prior to the Closing Date.

e. In the event of any conflict between the provisions of this Section III, and any other provision of this Agreement regarding matters addressed by this subsection, the provisions of this subsection shall govern. The terms and conditions of this Section III, shall survive the Closing and the presentation, delivery and recordation of the Deed and shall not merge with the Deed.

SECTION IV REPRESENTATIONS AND WARRANTIES

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

1. No representation or warranty contained herein and no statement or information contained in any certificate or other instrument furnished or to be furnished by either Party in connection with the transaction contemplated hereunder, shall contain any untrue statement of a material fact or omit to state a material fact thereby making the information misleading. All representations and warranties contained herein shall be deemed restated on and as of the Closing Date and shall survive the Closing and not merge with the Deed for a period of five (5) calendar years.

2. Developer (or its assignee) is a duly organized and existing company and is (or will be as of the Closing Date) in good standing under the laws of the State of Illinois (and/or Michigan). Developer (or its assignee) 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. Developer shall delivery copies of all authorizing documents passed or otherwise approved as required by Developer to authorize Developer to enter into this Agreement to the City prior to the Closing.

3. The execution, delivery and performance by Developer of this Agreement are not prohibited by, 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 Developer is a party or may be bound under. To the best of Developer's knowledge

execution, delivery and performance by Developer of this Agreement is not prohibited by any order, rule or regulation of any court or other governmental agency or official.

4. Developer has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Developer hereunder. The individual executing this Agreement on behalf of Developer has the legal power, right and actual authority to bind Developer to the terms and conditions of this Agreement.

5. This Agreement has been duly and properly executed by Developer, and it constitutes the valid and legally binding obligations of Developer enforceable against 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. All actions required pursuant to this Agreement that are necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by Developer.

6. The Redevelopment Project requires the Economic Assistance from the City in order to complete the same substantially in accordance with the cost estimates, and but for the Economic Assistance to be given by the City, the Redevelopment Project as contemplated would not be economically viable.

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

8. 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 Developer to perform its obligations under this Agreement or otherwise conduct its activities, and to the extent lawfully obtainable as of the date hereof, Developer has obtained, or prior to the Closing Date will obtain, 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 Developer to perform its obligations under this Agreement or otherwise carry out or complete the Redevelopment Project. Furthermore, Developer shall comply with all applicable laws, rules and regulations of the City, County of Cook, State of Illinois and the United States of America and all agencies and subdivisions thereof and shall cause and specifically require its contractors, subcontractors, agents and assigns to do the same.

9. 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 Developer (or its assignee) can carry out the Redevelopment Project and complete its obligations under this Agreement. To the best of 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 Developer as a condition to the execution and delivery of this Agreement;

10. There are no actions, suits, proceedings, judgment, orders, decrees, defaults, delinquencies or deficiencies pending or, to the knowledge of Developer or any of its members, threatened against or affecting Developer in any court or before any governmental authority, arbitration board or tribunal that, if adversely determined, would adversely affect the ability of Developer to perform its obligations hereunder.

11. No event has occurred and no condition exists that upon execution of this Agreement would constitute a default or Event of Default (as defined below). 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 Developer or the ability of Developer to perform its obligations under this Agreement.

12. The financial information and other written data submitted by Developer or to be submitted by 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 Developer as disclosed in such statements and data, and Developer has no knowledge of any liabilities, contingent or other, of 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. 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 Developer, Developer has the financial wherewithal to perform its obligation under this Agreement.

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

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

15. 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), Developer has a written policy against sexual harassment in place in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4), Developer is in compliance with the Drug Free Workplace Act (30 ILCS 580/1, *et seq.*) and Developer will comply with the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*).

16. 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 Developer is not anticipating the occurrence of any of the above-mentioned acts.

17. Neither 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 Developer and all of its contractors, subcontractors, employees, agents and material suppliers shall comply with any and all federal, state and local statutes, laws, ordinances, codes, rules and regulations with regard to nondiscrimination in the construction of the Redevelopment Project.

18. The Franchise Agreement is and remains in full force and effect and the executed version delivered to the City remains the Franchise Agreement binding the Developer.

B. Representations and Warranties of the Developer—Disclosure. Developer shall notify the City promptly if Developer becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Developer untrue in any material respect. The City shall notify Developer promptly if the City becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Developer untrue in any material respect. Developer shall bind all successors and assigns to the provisions of this section of this Agreement. Developer notifying the City of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Developer untrue in any material respect does not limit any additional relief available to the City.

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

1. The City has the legal power, right and authority as a home rule municipality located in Illinois to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement is a 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.

2. The execution, delivery and performance by the City of this Agreement are not prohibited by and 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. To the best of the City's knowledge execution, delivery and performance by the City of this Agreement is not prohibited by any order, rule or regulation of any court or other governmental agency or official.

3. The Property is not currently subject to a levy for a special assessment for public improvements with respect to the Property.

4. Until the Closing Date, the City shall maintain the Property substantially in the same condition it is in on the Effective Date, ordinary wear and tear and casualty damage excepted.

D. Representations and Warranties of the City—Disclosure. The City shall notify Developer promptly if the City becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of the City untrue in any material respect. Developer shall notify the City promptly if Developer becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of the City untrue in any material respect.

C. Additional Representations, Covenants and Acknowledgments.

1. The Parties, notwithstanding any provision in Sections II or III of this Agreement, 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 Developer to cause the environmental remediation of the Property to allow for the commencement and operation of the Redevelopment Project as contemplated herein. The Parties acknowledge that the City will make certain determinations as to the financial assistance to be provided to Developer in part on information supplied in writing by Developer or its agents concerning the Redevelopment Project and/or compliance by 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 Developer, and Developer, its pre-approved successors and permitted assigns shall be obligated to make direct payments to any other entity, construction manager, general contractor, contractor, subcontractor, mechanic, material man, person or entity providing services or materials to the Redevelopment Project.

2. The Parties hereby covenant and agree that neither the Mayor nor any member of the City Council of the City (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 shall be construed to preclude the right of said officials or employees to be reimbursed by Developer for services rendered or costs incurred in connection with discharging their responsibilities under this Agreement.

3. Neither the City nor 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 (as defined below). 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 thirty (30) 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.

SECTION V DEVELOPER'S OBLIGATIONS & PERFORMANCE

A. Construction of Redevelopment Project.

1. Developer shall complete the Redevelopment Project, which shall include without limitation completing or causing the completion of all necessary steps to prepare the Property for the construction of and thereafter undertaking the construction of all necessary structures and improvements to site a JD Byrider franchise at the Property (the "**Intended Use**").

2. In connection with the Redevelopment Project, Developer shall (or shall direct the following), at its sole costs and expense:

a. Construct a parking field and all structures in compliance with the applicable provisions of the Zoning Code of the City of Berwyn (the "**Zoning Code**");

b. Provide parking access routes and driveways on the Property to support the completed Redevelopment Project;

c. Construct curb, gutter, sidewalk and utility improvements in connection with the construction of the Redevelopment Project. Notwithstanding the foregoing, the City will allow Developer to cut into sidewalks to plant new trees, with the City's prior written consent. Developer shall provide landscaping and decorative fencing to act as buffer along the northern and western boundary line of the Property and shall landscape the Property in accordance with a landscaping design to be submitted to the City;

d. Use reasonable efforts to obtain, if necessary and if available, governmental approvals to construct additional curb cuts along Ogden or Harlem Avenue and thereafter construct the same; and

e. Provide, if required by the City, a floating easement to the rear of the structures to be constructed on the Property to permit emergency vehicles and utility vehicles may freely access the north/south mid-block of the alley. The City, if necessary, will provide and install signage stating that alleyway is not a thoroughfare for vehicular traffic.

3. Developer agrees that the Redevelopment Project shall be completed in compliance with all applicable federal, state and local statutes, laws, ordinances, codes, rules and regulations in effect as of the Effective Date, including the applicable provisions of the City Code, the Zoning Code and all applicable building codes. Developer further agrees that the Redevelopment Project shall be in substantial compliance with the terms of this Agreement and in substantial compliance with the Timeline.

4. a. The Timeline establishes the completion dates for the Redevelopment Project, subject to reasonable delays in the performance of such obligations due to any matter beyond Developer's reasonable control that directly relates to 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 Developer's control, and 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); court orders, laws or orders of governmental or military authorities. Notwithstanding the foregoing, Developer shall be required to use reasonable efforts to mitigate the effects of a Force Majeure event, and in no event shall: (a) 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 Developer's (or its affiliate's) 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: (c) as to any matter that could have been avoided by the exercise of due care; (d) as to any matter initiated or unreasonably sustained; and (e) unless Developer provides the City with a written notice within thirty (30) 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. Developer acknowledges the importance of all dates on the Timeline and shall comply with the same, subject to Force Majeure. Developer's substantial compliance with the Timeline is required for the commencement and delivery/completion of the Redevelopment Project and Developer's failure to comply with the Timeline shall constitute a breach of this Agreement, unless said failure is caused by an event of Force Majeure. If Developer fails to comply with another date set forth in the Timeline for an unreasonable amount of time (which shall mean the lesser of either thirty (30) calendar days or for such time that the delayed delivery shall reasonably jeopardize the completion date as set forth on the Timeline) and the delay is caused by Developer's lack of diligence in completing the Redevelopment Project, Developer shall be deemed in breach of this Agreement. The City and Developer agree that amendments to and extensions of the Timeline can be mutually agreed upon in writing without having to amend this Agreement. Developer shall comply with reasonable requests of the City for progress updates to the 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 Developer to commence the construction of the Redevelopment Project. The City agrees to review all such documentation in an expeditious manner and

to provide 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 an expeditious manner, but in all instances in accordance with the applicable laws. In the event the City rejects any portion of the plans or a building permit application, the City shall promptly provide Developer with written comments detailing why the plans have or building permit application has been rejected. If Developer desires to make a substantial change to any plans submitted to the City, 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 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 Developer with written comments detailing why the City denied the change.

5. All plans and permit applications shall conform to the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules and regulations.

B. Construction Bonds for the Construction of the Redevelopment Project.

Developer shall cause its general contractor and subcontractors to comply with applicable bond requirements established by the City ordinances and the laws of the State of Illinois and as requested by the City in such commercially reasonable amounts and on such commercially reasonable terms for a project of the kind and matter as contemplated by this Agreement.

C. Payment of Fees; Waiver of Fees. Developer will pay the City all inspection fees owing in connection with the Redevelopment Project. The City agrees to waive in full all other fees, including all permit fees, all so called "tap" or "hook-up" fees, and all impact fees that would otherwise be due in connection with the construction of the Redevelopment Project.

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 oral) 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 statutes, laws, ordinances, codes, 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 Developer of its separate and independent obligations under this Agreement and under applicable federal, state and local statutes, laws, ordinances, codes, rules and regulations, 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. The City shall not provide notice in the event of an emergency.

E. Construction Requirements—Debris and Rights of Way.

1. 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, Developer shall cause its contractors to clean up the mud and dirt on abutting streets and rights of way resulting from the construction of the Redevelopment Project. Developer's agents shall clean the roadways within forty-eight (48) hours after receiving notice from the City. In the event that Developer fails to have the 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 shall be reimbursed by Developer within twenty (20) calendar days of the City's presentation to Developer of a written invoice detailing the aforesaid costs and expenses.

F. Indemnification. To the fullest extent permitted by law, Developer shall indemnify, defend and hold harmless the City, its present officials (whether elected or appointed), which includes the Mayor and the City Council and the Berwyn Development Corporation, and the City's and the Berwyn Developer Corporation's officers, department heads, employees, independent contractors, attorneys, engineers, agents, representatives, consultants, financial analysts, insurers, volunteers and the successors, predecessors executors, administrators, heirs, beneficiaries, legatees and assigns of such persons and entities (collectively, the "**City 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 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 Developer; (4) arising from or in any way related to any acts, omissions or negligence of Developer or any person or entity claiming through or under Developer, or of the contractors, subcontractors, agents, servants, employees, guests, invitees or licensees of 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 or building located on the Property (including claims related to Hazardous Substances on or adjacent to the Property); (6) arising from, that occurred or 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; (7) arising from Liens placed on the Property before the City has issued certificates of occupancy for the structures on the Redevelopment Project; and (8) related to the issuance of any City permits or certificates of occupancy for the Property, it being understood and acknowledged by the Parties that the City does not warrant the fitness or habitability of any structure or building located on the Property. Developer shall require any and all subsequent owners or tenants of the Property to comply with the terms of this Section of this Agreement. In any document regarding or related to the sale, lease or other disposition of the Property whereby 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 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 Developer under this Agreement shall include, without limitation, the burden and expense of defending all claims, suits and administrative proceedings (with counsel of Developer's choice, provided that counsel is reasonably acceptable to the City), even if such claims, suits or proceedings are groundless, false or fraudulent, 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 City Indemnified Parties.

2. The obligations of 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 Developer's insurance with respect to an obligation of Developer under this Section, the amount thereof shall be credited against and applied to reduce any amounts paid and/or payable hereunder by 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 City 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 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 City Indemnified Parties in excess of such amounts and any and all such rights or claims of Developer against the City 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.

G. The City's Exculpation. None of the City Indemnified Parties (exclusive of the City) shall have any liability (personal or otherwise) hereunder, and no property or assets of the City Indemnified Parties (exclusive of the City) shall be subject to enforcement procedures for the satisfaction of Developer's remedies hereunder or any other liability of the City Indemnified Parties arising from or in connection with this Agreement. Nothing contained in this Section 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.

H. Access to the Property; Police Power. 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 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.

I. Books and Records; Audit Rights. Developer shall at all times during the construction of the Redevelopment Project keep and maintain (separate from any of 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 construction and redevelopment costs, in accordance with Generally Accepted Accounting Principles, with such exceptions as may be specifically provided for in this Agreement. During normal business hours and upon reasonable advance notice, the City and its representatives shall have access to examine and photocopy such records, financial statements and other documentation. The City shall have the right to cause an audit (in accordance with Generally Accepted Accounting Principles) by any nationally recognized independent certified public accounting firm of such books and records to be made at any time within two (2) years after the end of Developer's fiscal year to which such books and records relate (or for the last seven (7) years of the Redevelopment Project or for a period of one (1) full year after completion of the Redevelopment Project) and 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 VI COMPLIANCE WITH LAW

In the event that any court or governmental agency having jurisdiction over enforcement of the subject matter contemplated by this Agreement shall determine that this Agreement is contrary to law, the City shall be responsible for defending the integrity and legality of this Agreement. In the event of an adverse lower court or agency ruling, the Economic Assistance to Developer shall be suspended and thereafter surrendered during the pendency of any appeal thereof, but shall be reinstated 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 VII INSURANCE

A. Builder's Risk Prior to Completion. Not less than thirty (30) calendar days prior to Developer commencing the Redevelopment Project and as Developer constructs any improvements on the Property, 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 commencement of the Redevelopment Project, and within ten (10) calendar days of the Effective Date hereof, Developer shall procure (or shall have procured, as applicable) and shall maintain, at 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), worker's 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) per disease, 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 construction at the Property and/or the Redevelopment Project. Each such policy shall name the City and its officials (whether appointed or elected), including the City Mayor and 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 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 Developer before 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 Developer's 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 VIII DEFAULT REMEDIES

A. Defaults; Breach; Cure; Remedies.

1. Default; Breach and Cure. 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 fifteen (15) calendar days after receipt of such fifteen (15) calendar day notice; provided, however, that if such default is incapable of being cured within said fifteen (15) calendar day period and the defaulting Party commences to cure the default within said fifteen (15) 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 fifteen (15) 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. 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.

2. Remedies. a. Default on or Prior to the Closing Date. In the event that the City fails to comply with any of the obligations to be performed by the City hereunder, on or prior to the Closing Date, then Developer shall have available the following remedies from which to elect to enforce against the City: (i) the return of the Earnest Money, plus One Thousand and No/100 U.S. Dollars (\$1,000.00), with this Agreement being thereafter deemed null and void, of no further effect and all obligations thereunder nugatory, except as otherwise provided for in this Agreement; or (ii) specific performance of this Agreement. Except as otherwise set forth herein, in no event shall the City be liable to Developer for any third party damages including, without limitation, any loss or damage suffered by Developer in connection with any agreement or understanding with any third party with respect to the use, lease or purchase of the Property. In the event that Developer fails to comply with any of the obligations to be performed by Developer hereunder, on or prior to the Closing Date, the City shall have the right to receive the Earnest Money, as liquidated damages, be paid by the Title Company within ten (10) calendar days after the City provides a written demand on Developer and the Title Company for the payment of the same. The payment of liquidated damages set forth hereunder shall not constitute a penalty or forfeiture, but shall serve as a fair and reasonable estimation of damages incurred due to Developer's breach of this Agreement prior to the Closing Date, as the actual damages for Developer's breach of this Agreement would be difficult or impossible to determine.

b. Default After the Closing Date. The Parties shall be eligible to any relief available from a court of competent jurisdiction, in law or equity for any breach or default that occurs after the Closing.

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 Developer is not true and correct in any material respect;
2. If 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 Federal Bankruptcy Code or any similar state or federal law or if in any other manner Developer's interest passes to another by judgment or operation of law and, in the case of involuntary proceedings, Developer fails to cause the same to be vacated, stayed or set aside within ninety (90) calendar days after filing of the same;
3. If the City or 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, subject to the notice and cure provisions set forth above;
4. If Developer fails to comply with the Timeline, subject to Force Majeure;
5. If Developer fails to deliver the balance of the Purchase Price or any of the required documentation at the Closing; and
6. If the City fails to deliver the Deed or any of the required and material documentation at the Closing;

SECTION IX 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 Developer:

Harold Zeigler Auto Group, Inc
4201 Stadium Drive
Kalamazoo, MI 49008
Attention: Aaron Zeigler
Facsimile: 269-375-2181

With a copy to:

Varnum, LLP
Bridgewater Place
333 Bridge St., N.W.
Grand Rapids, MI 49504
Attention: Steven J. Morren
Facsimile: 616-336-7000

To the City:

City of Berwyn
Office of the Mayor
City Attorney: Anthony Bertuca
City Administrator: Brian Pabst
6700 West 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

And:

Berwyn Development Corporation
Attn: Executive Director
3322 South Oak Park Avenue, 2nd Floor
Berwyn, Illinois 60402
Facsimile: 708-788-0966

SECTION X CONDEMNATION, BROKERAGE, PERSONAL PROPERTY

A. Condemnation. In the event that between the Effective Date and the Closing Date any condemnation or eminent domain proceedings are initiated that might result in the taking of any part of the Property or the Property is damaged such that repairs would reasonably exceed Fifty Thousand and No/100 Dollars (\$50,000.00), Developer shall have the full and unfettered right to terminate this Agreement and have the Earnest Money returned to it, in which event the rights and obligations of the Parties under this Agreement shall cease with the exception of those specifically exempted therefrom pursuant to the provisions of this section. In the event the taking or amount of damage upon the Property is less than or equal to the aforesaid sum, the transaction contemplated by this Agreement shall proceed pursuant to the terms hereof and, at Closing, the City shall assign to Developer all of its rights to and interests in any insurance proceeds and/or condemnation awards, and all its rights to pursue the same, related thereto.

B. Brokerage. The City warrants and represents to Developer that it has not authorized any broker to act on its behalf in respect of the transactions contemplated hereby and Developer warrants and represents to the City that it has not authorized any broker to act on its

behalf in respect of the transactions contemplated hereby. The City shall indemnify and save Developer harmless from any claim by any broker or other person for commissions or other compensation for bringing about the transaction contemplated hereby, where such claim is based on the purported employment or authorization of such broker or other person by the City. Developer shall indemnify and save the City harmless from any claim by any broker or other person for commissions or other compensation for bringing about the transaction contemplated hereby where such claim is based on the purported employment or authorization of such broker or other person by Developer. Notwithstanding anything contained in this Agreement to the contrary, the terms, provisions, conditions and indemnifications of this subsection shall survive Closing and the delivery of the Deed or the termination of this Agreement for a period of one (1) calendar year.

C. Personal Property. Any items of personal property, rubbish, debris, fixtures and other items present on the Property on the Effective Date and remaining at the Property as of the day before the Closing shall be considered personal property that was surrendered and abandoned by the City. All personal property shall be in "As Is," "Where Is" and "With All Faults" condition with no representations or warranties made by the City regarding the same. As of the Closing Date, Developer shall have the full and unfettered right to remove and dispose of the personal property in any manner it deems appropriate in its sole and absolute discretion or retain the personal property for its use and benefit. Notwithstanding any other provisions of this Agreement, any and all costs and expenses incurred by Developer during the removal of the personal property shall be borne by Developer, if Developer chooses to dispose of the personal property.

SECTION XI MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement and any applicable Escrow Agreement(s) contain the entire agreement between the Parties respecting the matters herein set forth and supersede all prior agreements between the Parties regarding such matters, if any. The Parties acknowledge that there are no additional oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. No representations, promises, agreements or understandings, whether written or oral, not contained herein shall be of any force or effect. The rights and obligations of Developer and City under this Agreement are personal to 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.

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

C. Use of Headings. The headings used herein have been inserted for the purpose of convenience and ready reference, they do not form any substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

D. Modification; Waiver; Delay; Rights Cumulative. 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. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party, whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default. 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.

E. 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.

F. Partnership Not Intended Nor Created; No Third-Party Beneficiaries. Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties. This Agreement is not intended and shall not be deemed to benefit any person, company or other entity not a Party to this Agreement.

G. Prevailing Party. In the event that either Party breaches this Agreement, 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 counts and/or any plaintiff recovering on any count. Each Party shall be entitled to any remedies at law and in equity under this Agreement.

H. 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.

I. Restrictions. Prior to the completion the Redevelopment Project, and except as otherwise provided in this Agreement, 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 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 Developer to complete the Redevelopment Project; or (iv) enter into a transaction that would cause a material and detrimental change to Developer's condition that would adversely effect its ability to complete the Redevelopment Project or any covenant hereunder.

J. 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.*).

K. Qualified Professionals. 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.

L. 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 conditional, unless otherwise provided in this Agreement.

M. 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.

N. 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. 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 Developer's willingness to assist the City, to the fullest extent possible, with all matters related to the redevelopment or the Property proposed herein. The City hereby evidences its intent to reasonably cooperate with Developer and to cooperate, to the greatest extent possible, in the resolution of mutual problems and the City's willingness to facilitate the Redevelopment Project as contemplated by the provisions of this Agreement.

O. Assignment. Developer shall not assign, pledge or obligate its rights under this Agreement to any individual or entity, without the City's prior written consent, except that Developer may, without the City's consent, assign this Agreement to an entity owned or controlled by Developer or by one or more of Developer's shareholders or by any entity affiliated with Developer. Notwithstanding any such assignment, Developer shall not be released of its obligations under this Agreement and shall unconditionally and irrevocably guarantee the performance of all duties and obligations of any such assignee. 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 is such denial is made for cause or no cause.

P. Title to the Property. In the event Developer holds the title to the Property in a trust or another entity, Developer shall take all necessary steps to ensure that: (1) the City is made aware of the same; and (2) Developer shall enter into a document approved by the City in its sole and absolute discretion whereby the obligations of Developer under this Agreement are fully enforceable against and binding upon the entity that holds the title to the Property as if such provision was set forth explicitly herein.

Q. Computation of Days. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of such performance shall be extended to the next business day. All time periods set forth herein expire at 11:59 p.m. on the date of expiration.

R. Effective Date. The effective date of this Agreement (the "Effective Date") shall be the later of the respective dates set forth next to the signatures of the City and Developer contained below.

S. Currency. All sums set forth herein shall be paid in United States currency.

T. Exhibits. All exhibits attached hereto and referenced herein shall be incorporated herein by reference. The following exhibits are attached (or to be attached if so indicated):

- Exhibit A – Developer’s organizational documents and Certificate of Good Standing
- Exhibit B – Legal Description of the Property
- Exhibit C – Plan
- Exhibit D – Timeline
- Exhibit E – Deed
- Exhibit F – Bill of Sale
- Schedule 1- Sales Tax Form

U. Disclaimer. IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREUNDER, THE CITY AND ITS OFFICIALS, EMPLOYEES AND AGENTS HAVE NOT MADE AND ARE NOT NOW MAKING, AND THEY HEREBY SPECIFICALLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, STATEMENTS, WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO: (1) MATTERS OF TITLE; (2) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (3) GEOLOGICAL CONDITIONS INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER, AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES; (4) WHETHER, AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD-PRONE AREA, FLOOD PLAIN,

FLOODWAY, OR SPECIAL FLOOD HAZARD; (5) DRAINAGE; (6) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS, CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES OR THE SUFFICIENCY OF ANY UNDERSCORING; (7) THE AVAILABILITY OF ANY GAS AND ELECTRIC TO THE PROPERTY OR ANY PORTION THEREOF; (8) USAGES OF ADJOINING PROPERTY; (9) ACCESS TO THE PROPERTY; (10) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY INCOME OR EXPENSES, PERTAINING TO THE PROPERTY; (11) THE PRESENCE OF HAZARDOUS SUBSTANCES OR VIOLATIONS OF ENVIRONMENTAL LAWS IN, ON, UNDER OR IN THE VICINITY OF THE PROPERTY; (12) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (13) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS ON THE PROPERTY; (14) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (15) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (16) THE EXISTENCE OF VESTED LAND USE ENTITLEMENTS AFFECTING THE PROPERTY; (17) THE MERCHANTABILITY OF THE PROPERTY OR THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (DEVELOPER AFFIRMING THAT DEVELOPER HAS NOT RELIED ON THE CITY'S OR ITS OFFICIALS', EMPLOYEES' OR AGENTS' SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE CITY MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); OR (18) TAX CONSEQUENCES.

V. 1031 Exchange. At the election of Developer, Developer may consummate the purchase of the Property contemplated by this Agreement as part of a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended (including, but not limited to, a delayed exchange). In such event, the City shall reasonably cooperate with Developer to facilitate a like-kind exchange of real property (which shall include, but not be limited to, the execution of all documents as reasonably requested by Developer or Developer's agent(s)); provided, however: (i) in no event shall the City be obligated to become personally liable under any contract, mortgage, installment note or other instrument not otherwise expressly required under this Agreement; and (ii) consummation of this transaction as a like-kind exchange of real property shall not delay the Closing.

W. Recording. The Parties shall record a mutually acceptable memorandum of this Agreement (the "Memorandum") with the Cook County Recorder of Deeds within ten (10) days after the Effective Date. The Memorandum shall include a provision requiring the Parties to record a release of the Memorandum in the event that the Agreement is terminated for any reason.

X. Alternate Proposals. The City requires the publication of notice (the “**Notice**”) disclosing the terms of this Agreement and providing reasonable opportunity for any person to submit alternate proposals for the redevelopment of the Property (an “**Alternate Proposal**”). In accordance therewith and notwithstanding any other provision of this Agreement, if the City receives an Alternate Proposal during the Notice Period (as hereinafter defined) that it deems, in its sole and absolute discretion, to better serve the best interests of the City and its residents, then the City shall have the right to terminate this Agreement, with no recourse by Developer. The “**Notice Period**” shall be the seven (7) calendar day period commencing on the later of the Effective Date and the date that the Notice is published.

[Signature Page Follows]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE 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.

Date: January _____, 2012

THE CITY:

CITY OF BERWYN, an Illinois municipal corporation

By: _____
Name: Robert J. Lovero, Jr., City Mayor
Title: City Mayor

Date: January _____, 2012

DEVELOPER:

HAROLD ZEIGLER AUTO GROUP, INC.,
a Michigan corporation

By: _____
Name: Aaron Zeigler
Title: _____

4859866_1.DOC

EXHIBIT A

(Developer's Organizational Documents And Certificate Of Good Standing)

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION – PROFIT

for

HAROLD ZEIGLER AUTO GROUP, INC.

ID NUMBER: 45499A

received by facsimile transmission on November 30, 2000 is hereby endorsed

Filed on December 1, 2000 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 1st day of December, 2000.

A handwritten signature in black ink, appearing to read "Andrew G. Heston".

, Director

Bureau of Commercial Services

CIS 500 (10/99)

| MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU | | |
|--|--|-----------------|
| Date Received | (FOR BUREAU USE ONLY) | |
| | This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. | |
| Name C. Reid Hudgins III | | |
| Address One Moorsbridge, P.O. Box 4010 | | |
| City | State | Zip Code |
| Kalamazoo | MI | 49003-4010 |
| | | EFFECTIVE DATE: |

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:
Harold Zelgler Auto Group, Inc.

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

- Common Shares 60,000
Preferred Shares 0
- A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

ARTICLE IV

1. The address of the registered office is:
- | | | | |
|---------------------------|------------------|-----------------|--------------|
| <u>4201 Stadium Drive</u> | <u>Kalamazoo</u> | <u>Michigan</u> | <u>49008</u> |
| (Street Address) | (City) | | (ZIP Code) |
2. The mailing address of the registered office, if different than above is:
- | | | | |
|------------------------------|--------|-----------------|------------|
| _____ | _____ | <u>Michigan</u> | _____ |
| (Street Address or P.O. Box) | (City) | | (ZIP Code) |
3. The name of the resident agent at the registered office is: Kevin P. Killilea

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

| Name | Residence or Business Address |
|--------------------------|--|
| <u>Kevin P. Killilea</u> | <u>4201 Stadium Drive, Kalamazoo, MI 49008</u> |
| | |
| | |
| | |

ARTICLE VI (Optional. Delete if not applicable.)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII (Optional. Delete if not applicable.)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented in writing.

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE VII, ELIMINATION OF CERTAIN LIABILITY OF DIRECTORS and

ARTICLE IX, INDEMNIFICATION OF DIRECTORS AND OFFICERS

are attached hereto and incorporated herein.

I (We), the incorporator(s) sign my (our) name(s) this 20th day of November, 2000

Kevin P. Killilea

**ARTICLE VIII
ELIMINATION OF CERTAIN LIABILITY OF DIRECTORS**

A director of the corporation shall not be personally liable to the corporation or its shareholders for money damages for action taken or any failure to take any action as a director, except for liability:

- (a) For the amount of a financial benefit received by a director to which he or she is not entitled;
- (b) For intentional infliction of harm on the corporation or the shareholders;
- (c) For a violation of section 551(1) of the Michigan Business Corporation Act;
- (d) For an intentional criminal act.

If the Michigan Business Corporation Act is hereafter amended to further eliminate or limit the liability of a director, the director of the corporation (in addition to the circumstances in which a director is not personally liable as set forth in preceding paragraph) shall not be liable to the corporation or its shareholders to the fullest extent permitted by the Michigan Business Corporation Act, as so amended. Any repeal or modification of this Section 1 by the shareholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

**ARTICLE IX
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

- a) **THIRD PARTY PROCEEDINGS.** The corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the corporation, by reason of the fact that he or she is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, or trustee of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and the person submits a written claim for indemnification as hereinafter provided, and with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful, and the person submits a written claim for indemnification as hereinafter provided. The termination of an action, suit, or proceeding by judgment, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and, with respect to a criminal action or proceeding, a reasonable cause to believe that his or her conduct was unlawful. The corporation may by action of its Board of Directors, or by action of any person to whom the Board of Directors has delegated such authority, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.
- b) **DERIVATIVE SHAREHOLDER LIABILITY.** The corporation has the power to indemnify any person who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, or trustee of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and the person submits a written claim of indemnification as hereinafter provided. However, indemnification shall not be made for a particular claim, issue, or matter in which the person has been found liable to the corporation unless and only to the extent the court in which the action or suit was brought (or another court of competent jurisdiction) has, in view of all relevant circumstances, determined upon application that despite the adjudication of liability, the person is fairly and reasonably entitled to indemnification for the reasonable expenses he or she incurred. The corporation may, by action of its Board of Directors, or by action of any person to whom the Board of Directors has delegated such authority, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

- c) **DETERMINATION OF INDEMNIFICATION.** To the extent that director liability is limited under Article VIII hereof and subject to an evaluation of the reasonableness of expenses and amounts paid in settlement as described below indemnification under paragraph (a) or (b) of this Article, may be made by the corporation for expenses and liabilities described below in this paragraph without a determination that the director has met the standard of conduct set forth in paragraphs (a) and (b) of this Article, but no indemnification may be made, except to the extent authorized by the court conducting the proceeding or another court of competent jurisdiction, if the director's activity was such that he or she would be personally liable under Article VIII hereof. In connection with an action or suit by or in the right of the corporation as described in paragraph (b) of this Article, indemnification under this paragraph may be for expenses including attorneys' fees, actually and reasonably incurred. In connection with an action, suit, or proceeding by or in the right of the corporation, as described in paragraph (a) of this Article, indemnification under this paragraph may be for expenses, including attorneys' fees, actually and reasonably incurred, and for judgments, penalties, fines, or amounts paid in settlement actually and reasonably incurred.

An evaluation of the reasonableness of expenses and amounts paid in settlement shall occur within 30 days after written claim for indemnification has been received by the corporation, and shall be made in any of the following way

- i) By a majority vote of a quorum of the board consisting of directors who are not parties or threatened to be made parties to the action, suit, or proceeding;
- ii) If the quorum described in subparagraph (i) is not obtainable, then by a majority vote of a committee designated by the board and consisting solely of two or more directors not at the time parties or threatened to be made parties to the action, suit, or proceeding;
- iii) By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways:
 - (1) By the board or its committee in the manner prescribed in subparagraph (i) or (ii).
 - (2) If a quorum of the board cannot be obtained under subparagraph (i) and a committee cannot be designated under subparagraph (ii) by the board;
- iv) By all independent directors who are not parties or threatened to be made parties to the action, suit, or proceeding and
- v) By the shareholders, but shares held by directors, officers, employees, or agents who are parties or threatened to be made parties to the action, suit, or proceeding may not be voted.

In the designation of a committee under subparagraph (ii) or in the selection of independent legal counsel under subparagraph (iii)(2), all directors may participate.

If a person is entitled to indemnification under paragraph (a) or (b) of this Article for a portion of expenses, including reasonable attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, and amounts paid in settlement for which the person is entitled to be indemnified.

- d) **PAYMENT OF DEFENSE EXPENSES IN ADVANCE.** The corporation may pay or reimburse the reasonable expenses incurred by a director or officer who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if both of the following apply:
- i) The person furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in paragraphs (a) and (b) of this Article.
 - ii) The person furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay in the advance if it is ultimately determined that he or she did not meet the standard of conduct set forth in paragraphs (a) and (b) of this Article.

The undertaking required by paragraph (d)(ii) must be an unlimited general obligation of the person but need not be secured and may be accepted without reference to the financial ability of the person to make repayment. Determination and evaluation under this paragraph (d) shall be made in the manner described in paragraph (c) and authorizations shall be made in any of the following ways:

- i) By the board in one of the following ways:
 - (1) If there are 2 or more directors who are not parties or threatened to be made parties to the action, suit, or proceeding, by a majority vote of all directors who are not parties or threatened to be made parties, majority of whom shall constitute a quorum for this purpose.
 - (2) By a majority of the members of a committee of 2 or more directors who are not parties or threatened to be made parties to the action, suit, or proceeding.
 - (3) If the corporation has 1 or more independent directors who are not parties or threatened to be made parties to the action, suit, or proceeding, by a majority vote of all independent directors who are not parties or threatened to be made parties, a majority of whom shall constitute a quorum for this purpose.
 - (4) If there are no independent directors and less than 2 directors who are not parties or threatened to be made parties to the action, suit or proceeding, by the vote necessary for action by the board in accordance with section 523 of the Michigan Business Corporation Act, in which authorization all directors may participate.
 - ii) By the shareholders, but shares held by directors, officers, employees, or agents who are parties or threatened to be made parties to the action, suit, or proceeding may not be voted on the authorization.
- e) **RIGHT OF OFFICER OR DIRECTOR TO BRING SUIT.** If a claim for indemnification accepted pursuant to this Article is not paid in full by the corporation within forty-five (45) days after a written claim has been approved by the corporation, the officer or director who submitted the claim (hereinafter the "indemnitee") may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part in a such suit or in a suit brought by the corporation to recover advances, the indemnitee shall be entitled to be paid at the expense of prosecuting or defending such claim. In any action brought by the indemnitee to enforce a right under this Article (other than an action brought to enforce a claim for expenses incurred in defending any proceeding advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) it shall be a defense that, and in any action brought by the corporation to recover advances the corporation shall be entitled to recover such advances if the indemnitee has not met the applicable standard of conduct set forth in paragraph (a) or (b) of this Article. Neither the failure of the corporation to have made a determination prior to the commencement of such action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the corporation that the indemnitee has not met the applicable standard of conduct set forth in paragraph (a) or (b) of this Article such applicable standard of conduct, shall be a defense to an action brought by the indemnitee or create a presumption that the indemnitee has not met the applicable standard of conduct. In any action brought by the indemnitee to enforce a right hereunder or by the corporation to recover payments by the corporation of advances the burden of proof shall be on the corporation.
- f) **OTHER INDEMNIFICATION.** The indemnification or advancement of expenses provided under paragraphs (a) through (e) of this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the corporation's Articles of Incorporation, bylaws, or a contractual agreement. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in paragraphs (a) through (e) of this Article continues as to a person who ceases to be a director, officer, partner or trustee and shall inure to the benefit of the heirs, personal representatives, and administrators of the person.

- g) **LIABILITY INSURANCE.** The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify him or her against liability under sections 551 to 568 of the Michigan Business Corporation Act or this Article.
- h) **DEFINITIONS.** For purposes of this Article, "corporation" includes all constituent corporations absorbed in a consolidation or merger and the resulting or surviving corporation, so that a person who is or was a director, officer, employee, or agent of the constituent corporation or is or was serving at the request of the constituent corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise whether for profit or not shall stand in the same position under the provisions of this paragraph with respect to the resulting or surviving corporation as the person would if he or she had served the resulting or surviving corporation in the same capacity.

For purposes of this Article, "other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the corporation" shall include any service as a director or officer of the corporation which imposes duties on, or involves services by the director or officer with respect to an employee benefit plan, its participants, or its beneficiaries; a person who acts in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the corporation or its shareholders" as referred to in paragraphs (a) and (b) of this Article.



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

HAROLD ZEIGLER AUTO GROUP, INC.

was validly incorporated on December 1, 2000, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
1062319

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 5th day of January, 2012.

[Signature] Director

Bureau of Commercial Services

EXHIBIT B
(Legal Description of the Property)

The property is also described as Permanent Index Numbers 16-31-234-016 thru -018,022 thru 032 and 041. A legal description of the subject property is as follows:

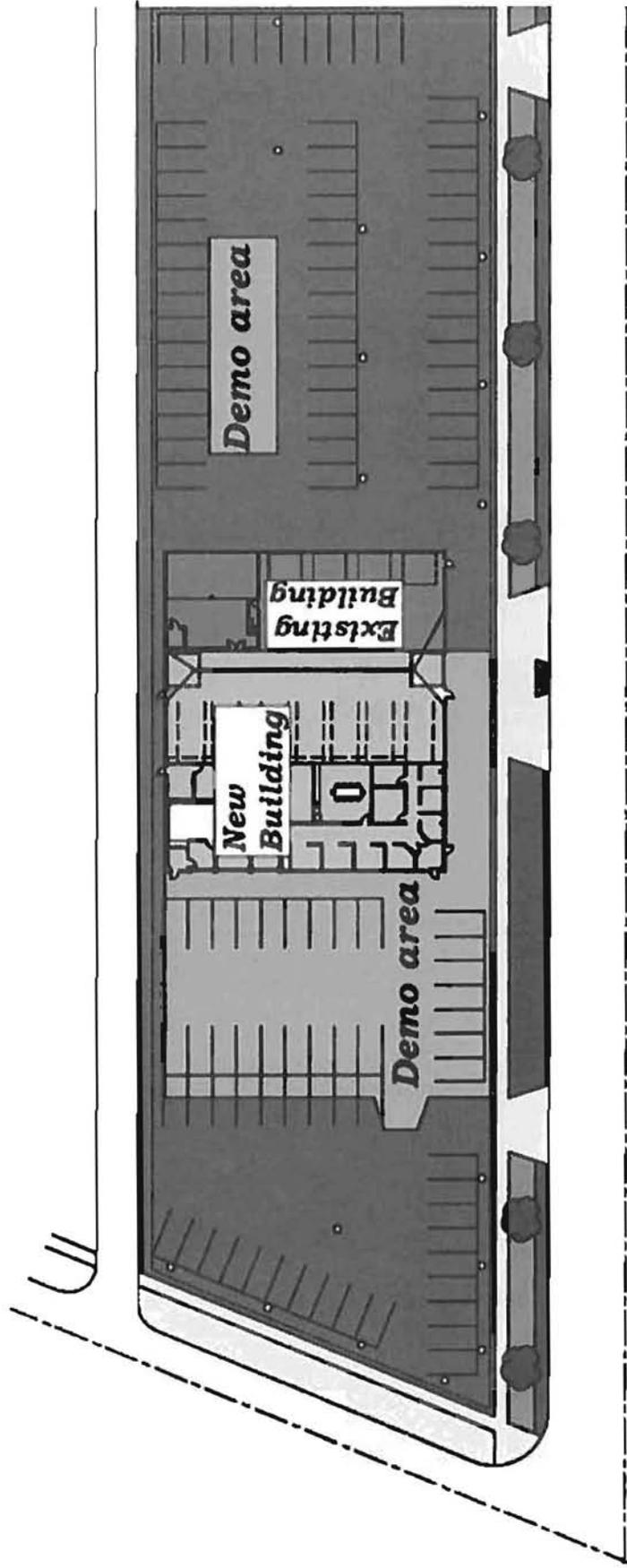
PARCEL NUMBER 3

LOTS 30 THROUGH 48, INCLUSIVE IN BLOCK 9 OF BALDWIN'S SUBDIVISION OF BLOCKS 3 TO 14, 19,30,31 AND 33 IN LAVERNE, BEING A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

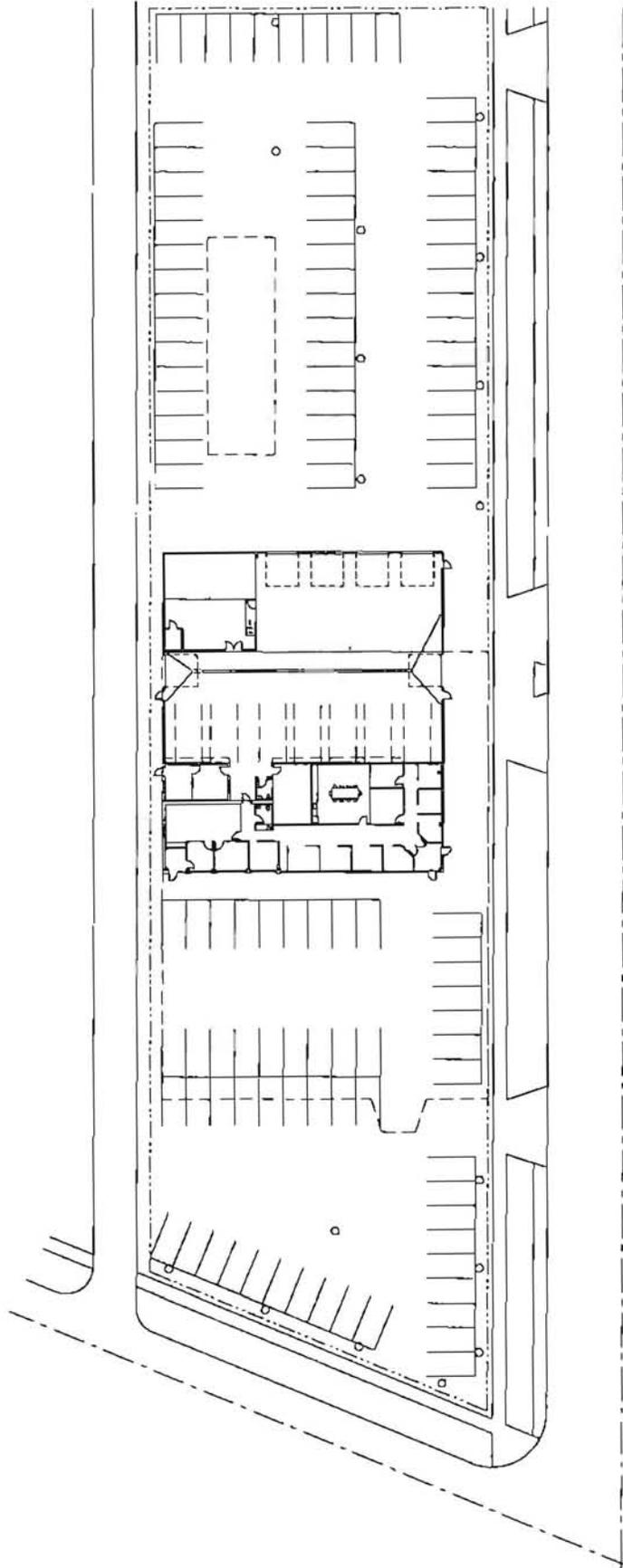
EXHIBIT C

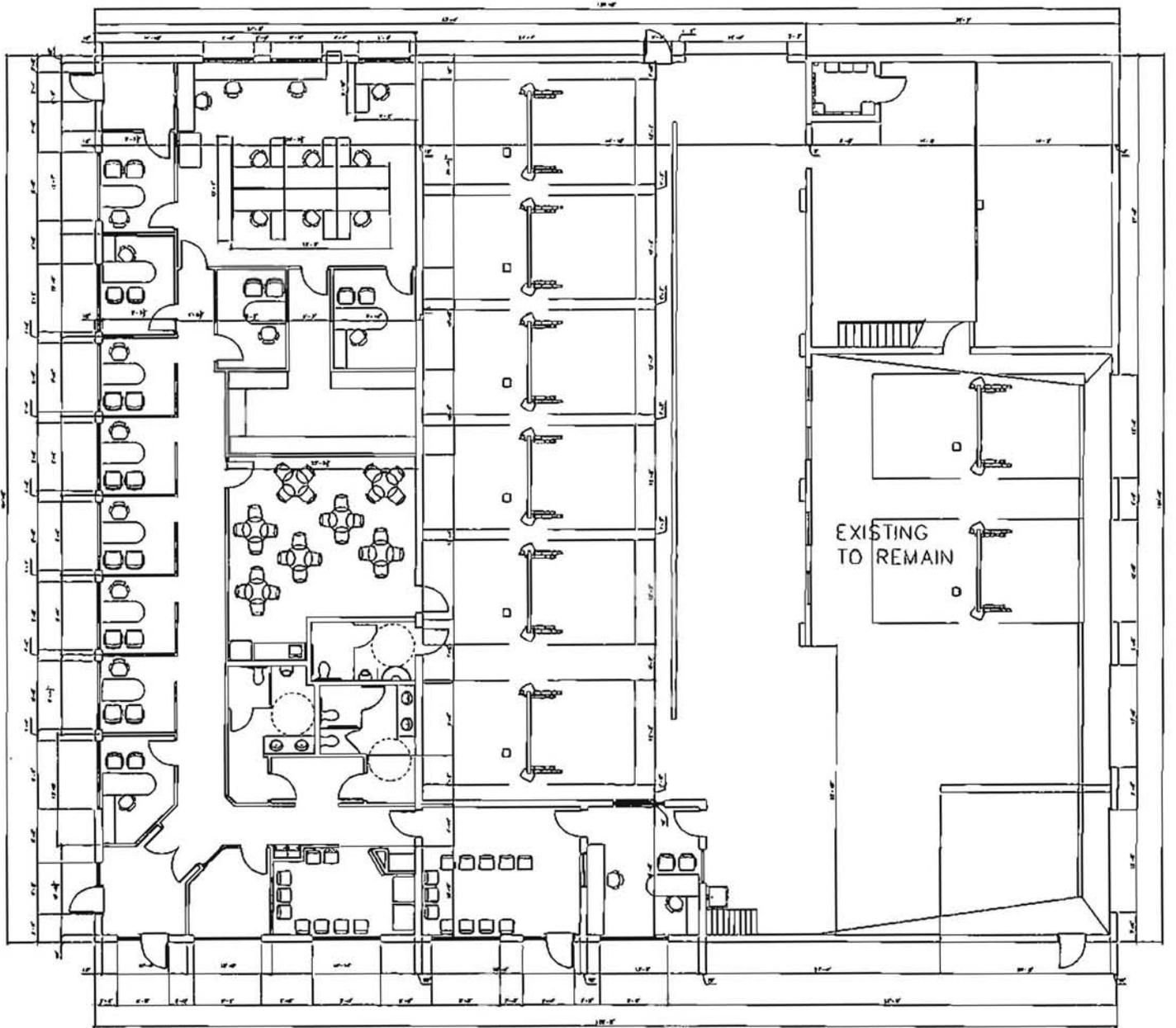
(Plan)

(TO BE SUPPLEMENTED BY MUTUAL AGREEMENT OF THE PARTIES)



Existing site with proposed new site layout





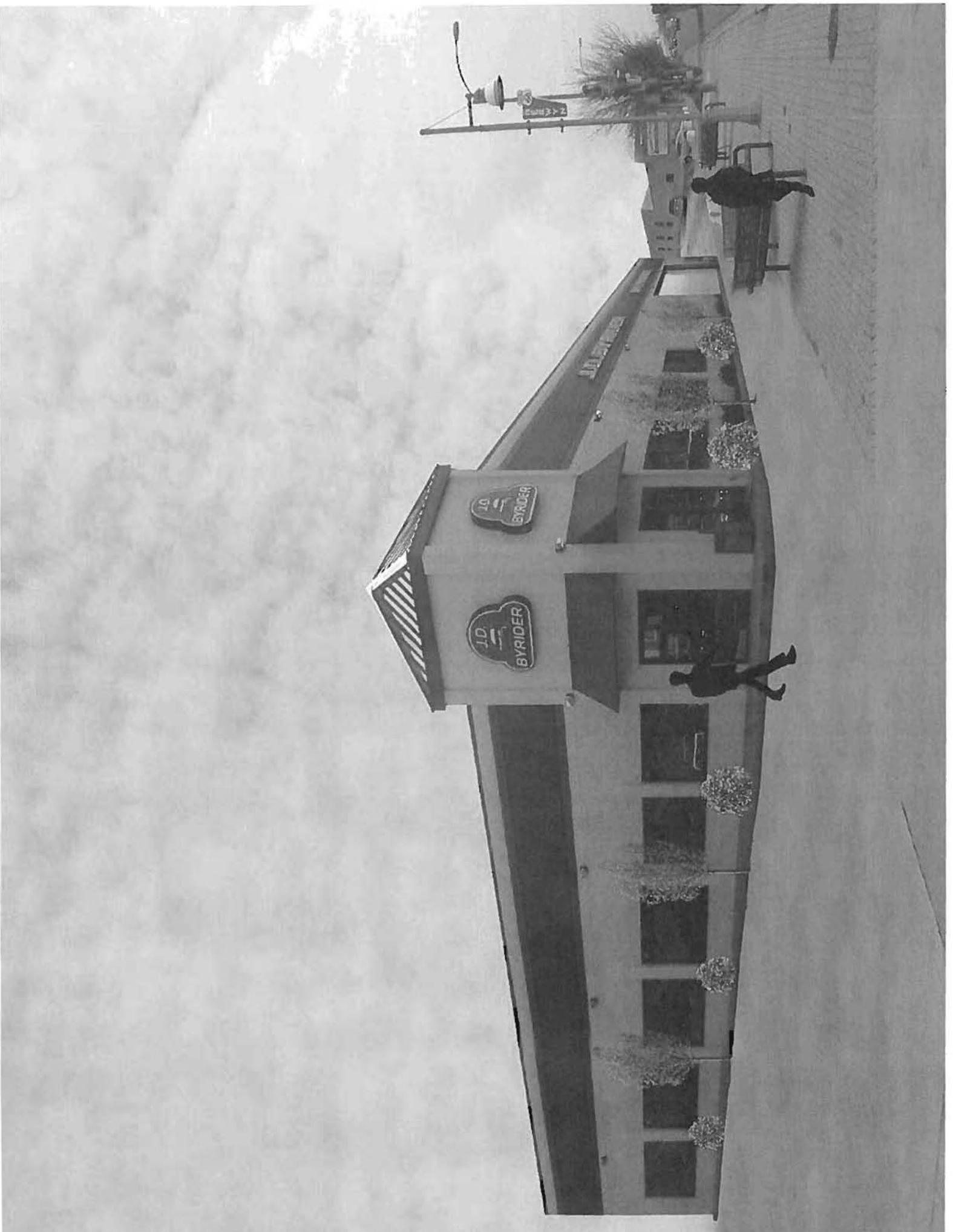


EXHIBIT D
(Timeline)

All terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

The following timelines shall be subject to events of Force Majeure.

The Developer shall purchase the Property from the City on or prior to April 15, 2012.

The JD Byrider shall be open and operating prior to October 1, 2012.

The Developer shall operate the Franchise on the Property from October 1, 2012 until August 2, 2023 (or a similar operation pursuant to a Substitute Franchise Agreement).

EXHIBIT E
(Deed)

[Form of Deed]

SPECIAL WARRANTY DEED

This document prepared by:
James M. Vasselli
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402

THIS INDENTURE WITNESSETH

That the Grantor, the CITY OF BERWYN, an Illinois municipal corporation, ("**Grantor**") for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged

RECORDER'S STAMP

does hereby REMISE, RELEASE, ALIEN AND CONVEY unto **HAROLD ZEIGLER AUTO GROUP INC.**, a Michigan corporation [or to its affiliated entity] ("**Grantee**") all of Grantor's interest in the following described real estate situated in the County of Cook, State of Illinois (the "**Property**"), to wit:

ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the Property, together with all improvements located thereon, all easements, rights and appurtenances, including Grantor's rights in adjoining streets and rights of way, if any.

SUBJECT TO: covenants, conditions and restrictions of record, general real estate taxes not due and payable as of the date hereof, and building lines and easements;

FURTHER, the Property may not be used for any of the following uses: (a) adult book or video store and related uses; (b) tattoo parlor; (c) pawn shop; (d) beauty shop, cosmetic, skincare shop, barbershop or hair stylist; (e) bingo parlor; (f) carnival; (g) disco, bar, tavern, dance hall, nightclub, topless, nude or lingerie show; (h) drug rehabilitation operation; (i) flea market; (j) funeral parlor; (k) halfway house; (l) head shop; (m) massage parlor; (n) pool or billiard room; (o) religious services and related activities; (p) sex shop or marital aids shop; (q) tobacco products store; or (r) veterinary hospital, animals raising facility. These restrictions shall run with the land and shall be enforceable by the Grantor, its successors and assigns. In the event of a violation of these restrictions, Grantor may seek injunctive relief, in addition to any other equitable or legal remedies a court of competent jurisdiction may deem appropriate.

GRANTOR CONVEYS THE PROPERTY "AS-IS", "WHERE-IS", AND WITH ALL

FAULTS, AND DISCLAIMS ALL EXPRESS WARRANTIES, OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES, WITH RESPECT TO THE PROPERTY, AND AS TO ANY IMPROVEMENTS ON THE PROPERTY, DISCLAIMS ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against the acts of Grantor and no other, subject to the matters set forth above.

DATED this ____ day of _____, 2012

THE CITY OF BERWYN

By: _____
Its: _____

(SEAL) _____ (SEAL)

STATE OF ILLINOIS
County of Cook

I, the undersigned, a notary public in and for said county, in the state aforesaid, DO HEREBY CERTIFY THAT _____, as _____ of the City of Berwyn, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and the additional witness this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for and on behalf of the City of Berwyn and pursuant to authority duly granted to him, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 2012

Notary Public

My commission expires on _____.

EXHIBIT A

PARCEL NUMBER 3

LOTS 30 THROUGH 48, INCLUSIVE IN BLOCK 9 OF BALDWIN'S SUBDIVISION OF BLOCKS 3 TO 14, 19,30,31 AND 33 IN LAVERNE, BEING A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The property is also described as Permanent Index Numbers 16-31-234-016 thru -018,022 thru 032 and 041.

EXHIBIT F
(Bill of Sale)

(Form of Bill of Sale)

**BILL OF SALE
CORPORATION**

The City of Berwyn, an Illinois municipal corporation, having its principal place of business in Berwyn, Illinois (the "City"), in consideration of Ten and No/100 U.S. Dollars (\$10.00), receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Harold Zeigler Automotive Group, Inc., a Michigan corporation [OR ITS ASSIGNEE] ("HZ"), the following described personal property, to wit:

any and all personal property located on the real estate legally described in Attachment 1, attached hereto and hereby made a part hereof.

The City hereby represents and warrants to HZ that the City is the absolute owner of said property that said property is free and clear of all liens, charges and encumbrances, and that the City has full right, power and authority to sell said personal property and to make this bill of sale. **THE PROPERTY IS BEING SOLD "AS IS" AND WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL WARRANTIES OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND MERCHANTABILITY ARE HEREBY EXCLUDED. HZ WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

IN WITNESS WHEREOF, the City has caused this bill of sale to be signed and sealed in its name by its officers thereunto duly authorized this ____ day of _____, 2012.

CITY OF BERWYN, ILLINOIS

ATTEST

By: _____
Its: _____

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and each acknowledged that they signed and delivered said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2012.

Notary Public
My commission expires: _____

ATTACHMENT 1

PARCEL NUMBER 3

LOTS 30 THROUGH 48, INCLUSIVE IN BLOCK 9 OF BALDWIN'S SUBDIVISION OF BLOCKS 3 TO 14, 19,30,31 AND 33 IN LAVERNE, BEING A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The property is also described as Permanent Index Numbers 16-31-234-016 thru - 018,022 thru 032 and 041.

SCHEDULE 1



Illinois Department of Revenue

Authorization to Release Sales Tax Information to Local Governments

General Information

Complete this form *only* if you

- make retail sales of tangible personal property from a permanent location in Illinois or conduct a tent sale where you complete ST-556 forms for individual transactions; and
- want to authorize us (Illinois Department of Revenue) to disclose to your local government its share of sales tax received from your business.

Incomplete requests will be returned to the local government.

Step 1: Provide the retail business details

Enter your Illinois Account ID here, not your Federal Employer Identification Number (FEIN).

1 _____
 Illinois Account ID number (Sales Tax number)

2 _____
 Taxpayer/business name

_____ IL _____
 Address (actual address of retail location) City County State Zip

3 I authorize this release for the reporting periods _____ through _____
 (month, year) (month, year)

Note: All requests must have a beginning and ending date.

4 This information is to be released to the (circle one) village, city, town or county of _____
 Attn: (circle one) clerk, treasurer, finance officer, comptroller, other (please provide title) _____

5 Sign below

I, as the owner or authorized officer, authorize the Illinois Department of Revenue (IDOR) to disclose to the designated village, city, town, or county the amount of the local government's share of sales tax received from the taxpayer for the reporting period specified above.

 Signature of owner or authorized officer of the business Title
 () --

 Print Name Telephone number

Step 2: Give this form to your local government designated to receive the tax information

Step 3: To be completed by the local government official receiving information

Type of request (circle one): group/district stand-alone

If group/district, enter name here: _____

I, as the local government official, verify that this form is accurate and complete.

_____ () --
 Signature of local government official Title Telephone number

_____ IL _____
 Address City State Zip

Completed forms should be returned to: Illinois Department of Revenue, Local Tax Allocation Division 3-500, PO Box 19014, Springfield, IL 62794-9014 or by fax to 217 524-0526

Questions? Call 217 785-6518

This form is authorized by the Retailers' Occupation Tax Act 35 ILCS 120/11. Disclosure of this information is VOLUNTARY. This form has been approved by the Forms Management Center. IL-492-4561



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



A Century of Progress with Pride

F-1

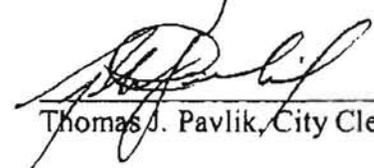
PROCLAMATION

- Whereas, Richard Swade has been employed by the City of Berwyn Fire Department since September 13, 1985; working under Mayors Joseph Lanzillotti, Thomas Shaughnessy, Michael O'Connor, and presently Mayor Robert Lovero; and
- Whereas, Richard Swade rose through the ranks, beginning as a firefighter, progressing to a relief truck driver / engineer, promoted to Lieutenant, originally assigned to the Training Division, and then assigned as the Company Officer on Truck 904 on Gold shift, to a Deputy Chief / shift commander, and finally to his current rank as Assistant Chief, a position he excelled, either solely authoring or co-authoring multiple FEMA/DHS grant applications which resulted in the City of Berwyn receiving nearly a half million dollars in Federal funds which were used to purchase equipment for the department; and
- Whereas, Richard Swade grew up locally with siblings Jim, Sue, Karen, Mary, Mike and Dan, attending St. Leonard's Grade School, Morton West High School, where he met and dated his future wife Dani, and graduated from Eastern Illinois University, Richard went on and obtained a Fire Science Degree and an Office of the State Fire Marshal's Fire Prevention Certification from College of DuPage; and
- Whereas, Richard is a devoted son to his mother Eleanor and father Richard, who have been and remain lifelong Berwyn residents, spending time with his mother and father daily, lending a hand with whatever is needed whenever it is needed, before proceeding to work, often enjoying breakfast prepared by his loving mother, who also happens to make some of the best apple slices known to man, that many a Berwyn firefighter has enjoyed through the years; and
- Whereas, Richard married his High School sweetheart, his beautiful and loving wife of many years Dani, who together raised two fine men, sons Richard and Thomas; and
- Whereas, Richard has enjoyed and continues to enjoy competing in many sporting activities, including golf, basketball, track and field, and 12 inch and 16 inch softball; and
- Whereas, The City of Berwyn would like to extend its best wishes to a devoted employee for a retirement filled with joy, the love of his family and friends, and the good health to pursue whatever plans with his family he may have in the future; and
- Therefore, I, Mayor Robert Lovero and the Aldermen of the City of Berwyn would like to extend our appreciation and thanks to Mr. Richard Swade for his twenty-six plus years of service and do hereby proclaim Richard Swade Day in the City of Berwyn, January 24, 2012.

Dated this 24th day of January 2012.




Robert J. Lovero, Mayor


Thomas J. Pavlik, City Clerk

The City of Berwyn



Robert J. Lovero
Mayor

F-2

A Century of Progress with Pride

January 24, 2011

Members of the City Council

Re: IGA with School District 98

Council Members:

I am presenting for your review a proposed intergovernmental agreement (IGA) with Berwyn North School District 98. This agreement outlines that terms, rights and responsibilities for the school District's use of the Berwyn Cultural Center. I have included this proposed agreement in your packets for your review.

I am requesting at this time your approval of this agreement.

Thank you for your anticipated concurrence.

Respectfully,

Robert J. Lovero
Mayor

**AGREEMENT FOR USE OF BERWYN CULTURAL CENTER
BETWEEN
CITY OF BERWYN
AND BERWYN NORTH SCHOOL DISTRICT 98**

This intergovernmental agreement is made between the City of Berwyn, Illinois, and the Board of Education of Berwyn North School District 98, Cook County, Illinois, on the last date shown by the parties' executions.

WHEREAS, the parties enter into this agreement pursuant their authority under Article VII, Section 10 of the Illinois Constitution of 1970, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5), and the contracting provisions of the Municipal Code and the School Code;

WHEREAS, the City owns certain property described herein which is located at 6420 16th Street, Berwyn, Illinois, commonly referred to as the Berwyn Cultural Center, and within the territorial boundaries of parties, and which property the School District wishes to use a portion of for a curriculum center and other educational support purposes; and

WHEREAS, the parties believe that it is in the best interests of each and of the citizens of the community for the School District to be granted use of the facilities of the City under the conditions set forth herein;

Therefore, in consideration of the mutual promises made herein, the sufficiency of which each party acknowledges,

THE PARTIES AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The recitals above and the exhibits referred to therein are true and are incorporated herein.

2. **Term of Agreement.** The term of this Agreement shall begin on the date of final execution and terminate on January 1, 2037, unless extended as provided herein.

3. **Definitions.** For purposes of this Agreement, the following terms have the meanings indicated:

City. The City of Berwyn, Illinois, its corporate authorities, and its authorized agents.

School District. The Berwyn North School District Number 98, Cook County, Illinois, its Board of Education, and authorized agents.

Subject Property. The real estate located at 6420 16th Street, Berwyn, Illinois, and all improvements thereon, commonly referred to as the Berwyn Cultural Center, and identified in the records of the Cook County Assessor as P.I.N. 16-19-407-057-0000.

Premises. Office space at the Subject Property as described in Exhibit A, which space is sufficient for and appropriate for use by the School District for both a district curriculum center, the administrative office of a district director of buildings and grounds, and such other educational support services space as the School District may require, such space amounting to no less than the space at the Subject Property occupied by the School District when this Agreement was entered into, unless otherwise agreed to by the parties in writing.

4. **Lease of Premises.** The City hereby leases the Premises to the School District for the entire term of this Agreement, pursuant to and subject to the following terms:

4.1 **Rent.** The School District shall be under no obligation to pay any monetary rent to the City, but shall be subject to the other obligations provided for herein.

4.2 **Use.** During the term of this Agreement, the School District shall be entitled to possession of and exclusive use of the Premises for its intended purposes. Further, the School District shall be entitled to the reasonable shared use of the Subject Property's parking spaces and usual means of ingress and egress through the Subject Property for its agents and visitors. The City and the School District shall avoid any uses of the Subject Property which would substantially interfere with the respective and intended use by the other.

4.3 **Sublet and Assignment.** The School District shall not sublet the Premises or any part thereof nor assign its interest in this Agreement without prior written consent of the City.

4.4 **Utilities.** The School District shall be solely responsible for payment of all utilities, including but not limited to gas, electric, water, sewage and refuse pickup, attributable to its use and possession of the Premises. In the event that the Premises is not billed separately for utilities, the City shall pay the invoices and the School District shall reimburse the City for the School District's proportionate share.

4.5 **Alterations and Additions.** The School District shall be permitted, at its own expense, make alterations to the Premises necessary to meet the School District's needs for the intended uses.

4.6 **Insurance.** The School District agrees to provide and maintain, at its sole cost and expense, general liability insurance with coverage during the term of the Agreement in an amount reasonably satisfactory to the City. The School District shall name the City as an additional insured in the policy agreement for that insurance, which policy agreement shall contain a clause by which the City shall be indemnified for any liability arising from the School District's use the Premises under this Agreement, but excluding liability due to the negligence or willful misconduct of the City.

4.7 **Maintenance.** The School District shall be solely responsible for all general maintenance and upkeep of the Premises, for general upkeep of the grounds of the Subject Property, and for removal of snow to allow reasonable ingress and egress to the Subject Property. Upon expiration of this Lease, the School District shall return the Premises to the City in the same condition as when the School District took possession, normal wear and tear excepted. The City shall be solely responsible for all other general maintenance and upkeep of the rest of the Subject Property.

4.8 **Repairs.** During the Agreement term, the School District shall make, at the School District's expense, all necessary routine repairs to the Premises. Routine repairs shall include repairs to walls, floor, ceilings and other parts of the Premises damaged or worn through normal occupancy. Routine repairs shall not include repair to the roof or major mechanical systems or any part of the Subject Property outside the Premises, which repairs shall be the sole responsibility of the City.

5. **Contingencies.**

5.1 **Mid-Term.** Should the City, during the term of the Agreement, wish to dispose of the Subject Property, it shall first offer in writing to convey the Subject Property to the School District at the sale price of the One Dollar (\$1.00). Should such offer be declined or otherwise not accepted by the School District within ninety (90) days of receipt, the City may convey the Subject Property to any other person or entity; provided, however, that such conveyance shall be made expressly subject to continuance of the School District's right to use and possession of the Premises under this Agreement as per leasehold interest.

5.2 **End of Term.** The School District shall have the option of purchasing the Subject Property for the price of One Dollar (\$1.00), effective at the end of the term of this Agreement, provided the School District provides the City with written notice of its intent to exercise this option no later than ninety (90) days before the expiration of the term of this Agreement. Said purchase shall be in "as-is", "where-is" condition.

6. **Miscellaneous Provisions.**

6.1 **Authority.** Each party warrants to the other that it is authorized to execute, deliver, and perform this Agreement. Each party warrants to the other that execution, delivery, and performance of this Agreement does not constitute a breach or violation of any other agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other party that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

6.2 **Binding Effect.** This Agreement shall be binding on the parties and their respective successors. It may not be assigned.

6.3 **Severability.** If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, all provision, covenants, agreements or portions of this Agreement are declared to be severable.

6.4 **Further Acts.** Each party shall, at the request and expense of the other, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the true intent and meaning of this Agreement.

6.5 **Change in Law.** If any of the laws governing a party's authority to perform any function under this Agreement should be amended or changed so as to affect substantially the rights or benefits of any party to this Agreement, the parties shall, upon notice by the party complaining of the amendment or change, use their best efforts to resolve the problems created by that amendment or change.

6.6 **Governing Law.** This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.

6.7 **Waivers and Modifications.** No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective

only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed by all parties.

6.8 **Notices.** Any notice, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

If to the City:
City Administrator
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60462

If to the School District:
Superintendent
Berwyn North School District 98
6633 W. 16th Street
Berwyn, IL 60402

6.9 **Entire Agreement.** This Agreement expresses the complete and final understanding of the parties with respect to its subject matter. Any previous agreement between the parties on the same subjects is hereby superseded.

6.10 **Execution.** This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution by both parties.

CITY OF BERWYN, ILLINOIS

Date: _____, 2012

By: _____
Mayor

Attest: _____
City Clerk

BOARD OF EDUCATION OF BERWYN
NORTH SCHOOL DISTRICT 98,
COOK COUNTY, ILLINOIS

Date: _____, 2012

By: _____
Board President

Attest: _____
Board Secretary

rs2f\sd98c\agr\IntergovAgr.BerwynCulturalCenter2

EXHIBIT A

TO

AGREEMENT FOR USE OF BERWYN CULTURAL CENTER

BETWEEN CITY OF BERWYN AND BERWYN NORTH SCHOOL DISTRICT 98

The "Premises" of the Subject Property in the Agreement refers to the space occupied by the School District as of January 1, 2012, consisting of approximately 2000 square feet and located on the first floor, east side of the building from the main entrance.



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

The City of Berwyn



Thomas J. Pavlik
City Clerk

A Century of Progress with Pride

8700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2676
www.berwyn-il.gov

Date: January 20, 2012

To: Mayor and City Council

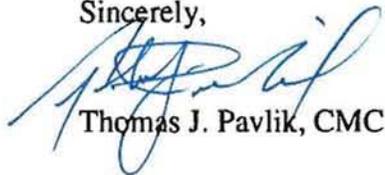
From: Tom Pavlik, City Clerk

Re: Approval of Closed COW Minutes of 11-8-11, 11-22-11, and 12-13-11

Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of November 8, 2011, November 22, 2011 and December 13, 2011 as reviewed in Closed Session on January 10, 2012.

Sincerely,


Thomas J. Pavlik, CMC

The City of Berwyn



Thomas J. Pavlik
City Clerk

A Century of Progress with Pride

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

Date: January 20, 2012

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Ward-redistricting Committee Recommendation

Ladies and Gentlemen,

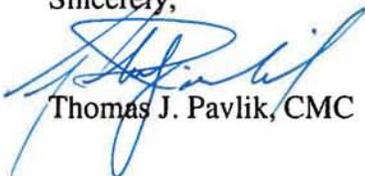
The Ward-redistricting Ad-Hoc Committee met on January 19, 2012 at 6:00 p.m. Committee members in attendance were; Mayor Robert J. Lovero, Berwyn Township Democratic Committeeman, Thomas J. Pavlik, City/Township Clerk, 5th Ward Alderman Cesar Santoy, 8th Ward Alderman Nora Laureto, Anthony Castrogiovanni, Berwyn Township Republican Committeeman, also in attendance, Anthony Bertuca, City Attorney. Members of the public in attendance were Sandra Radtke and Rita Maniotis.

The committee met to review and discuss any requirement for the City of Berwyn to re-draw Ward boundaries as a result of the 2010 Census. Clerk Pavlik presented a memorandum from Attorney James D. Healy which addressed municipal re-districting requirements and review of State and Federal Statutes, case law and data supplied from the U.S. Census Bureau, along with a current Berwyn Township Ward Map (see attached.)

After review and discussion, the committee reached a unanimous consensus to recommend that no action is required and no action should be taken regarding the matter of re-districting Ward Boundaries within the City of Berwyn. The committee adjourned at 6:31 p.m.

Your concurrence with the committee's recommendation that no action is required or shall be taken by the Berwyn City Council regarding Ward Boundaries within the City of Berwyn is requested. Furthermore, I recommend that the Ward-redistricting Committee be dismissed, with thanks and appreciation to its members and City Attorney Bertuca. Special thanks should be given to Attorney James Healy, for his complete, comprehensive and concise review of this matter.

Sincerely,



Thomas J. Pavlik, CMC

Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd.

Attorneys at Law

The Prairie Building
835 McClintock Drive • Second Floor
Burr Ridge, IL 60527-0860
Telephone (630) 655-6000
Facsimile (630) 655-9808
www.gsrnh.com
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William M. Brennan
Kristina E. Buchenauer
Paul R. Buikema
Gregory J. Constantino
Gregory L. Dose**
Brian M. Dougherty
Robert D. Goldstine
James D. Healy
James P. Healy, Jr.
Howard M. Hoff

William H. Hrabak, Jr.
Jennifer LoGiudice
Craig T. Martin
Daniel J. McCarthy III
Kenneth J. Nemec, Jr.
Richard J. Nogal
Christopher J. Novak
James E. Olguin
Diana K. Pecan
Donald S. Rothschild

Thomas P. Russian
Anne M. Skrodzki
Richard J. Skrodzki
Sara L. Spitzer
Cwendolyn J. Sterk*
Alison J. Wetzel
Eric R. Wilen***
*Also Admitted in Indiana
**Also Admitted in California
***Also Admitted in Michigan

December 14, 2011

Anthony Bertucca,
City Attorney
City of Berwyn
6700 West 26th Street
Berwyn, IL 60402

RE: Municipal Redistricting

Dear Mr. Bertucca:

As requested, we are writing this letter to provide guidance as to whether redistricting is necessary under applicable law based upon the 2010 federal decennial census. In doing so we have reviewed state and federal statutes, case law, information provided by the Illinois Municipal League, and have compiled the population figures for each Ward of the City with data supplied by the U.S. Census Bureau and CMAP.

Illinois Statutory Requirements

The general statutory provisions concerning redistricting of a city are found in Section 3.1-20 et seq., of the Municipal Code. If a federal decennial census shows Berwyn contains more or fewer wards than it is entitled to, then the above statutory scheme requires the City Council to redistrict the City into as many wards as the City is entitled. 65 ILCS 5/3.1-20-25(b). The redistricting must be completed at least 30 days before the first day of filing of candidate petitions for the next election of City Officers.

The number of Aldermen Berwyn is entitled to is determined using the most recent federal decennial census results. 65 ILCS 5/3.1-20-10 (attached). Cities with a population exceeding 50,000 but not exceeding 70,000 are allowed up to 18 aldermen. The 2010 federal decennial census has determined Berwyn has a population of 56,657. Additionally, a city of less than 100,000 inhabitants may pass a referendum to cut the number of aldermen in half and have one alderman elected from each ward. 65 ILCS 5/3.1-20-20 (attached). It is my understanding from City staff such a referendum was passed by Berwyn voters many years ago. Accordingly, the current configuration of 8 aldermen would be appropriate for Berwyn.

The number of Wards to which Berwyn is entitled is a number equal to one-half of the maximum number of Aldermen allowed based on Berwyn's population. 65 ILCS 5/3.1-20-15 (attached). Therefore, because Berwyn's maximum number of aldermen is 16, the current configuration of 8 Wards is appropriate for Berwyn.

If Berwyn decides redistricting is necessary, the Wards must be compact, the territory must be contiguous, and the Wards must be created in a manner so that, as far as practicable, no precinct is divided between two or more Wards. 65 ILCS 5/3.1-20-25 (attached).

Equal Protection Considerations

The Illinois Municipal Code requires redistricting only if the population has increased or decreased to a degree that changes the number of required aldermen. However, redistricting may still be necessary even if the number of aldermen remains the same. Shifting demographics in a municipality may necessitate redistricting under the Equal Protection Clause of the 14th Amendment of the United States Constitution.

The Equal Protection Clause provides that "no state shall ... deny to any person within its jurisdiction the equal protection of the laws." Equal Protection first came into play as a judicial matter with regard to voting in *Baker v. Carr*. In *Baker*, it was decided that issues of reapportionment are justiciable matters for the court to decide, as opposed to purely political questions, which are left to the legislature. *Baker v. Carr*, 369 U.S. 186, 197 (1962). Later came the notion that the vote of each individual had to be weighted equally. *Reynolds v. Sims*, 377 U.S. 533,576 (1964). With regard to local government, vote dilution is a violation of equal protection. The requirement that wards be "equal in population" allows for some deviation, but one must consider what deviation is acceptable for compliance. Wards must be as equal as possible, though they do not have to be perfect. *Schrage v. Illinois State Board of Elections*, 88 Ill.2d 87,103, 430 N.E.2d 483,490, 58 Ill. Dec. 451,458 (1981). *People ex re. Scott v. Kerner*, 33 Ill.2d 460,462, 211 N.E.2d. 736,737 (1971).

The size of the deviation is one of many relevant factors in evidence of a prima facie case. The dilution of any vote should be limited to only the smallest feasible dilution, although there is no set number for an allowable deviation. Historically, cases have established a "10 percent rule" calling for states to justify only overall ranges over 10 percent. Although, if the population is exceptionally small, a deviation of more than 10 percent may be allowed without establishing a prima facie case of vote dilution. *Frank v. Forest County*, 336 F.3d 570 (7th Cir. 2003). Local governments are generally held to the same standard.

The "one person, one vote" idea extends to localities in their redistricting plans. In *Avery v. Midland County, Texas*, the U.S. Supreme Court held "the Constitution permits no substantial variation from equal population in drawing districts for units of local government having general governmental powers over the entire geographic area served by the body."

Avery v. Midland County, Texas, 390 U.S. 474, 485, 88 S.Ct. 1114,1120 (1968). When popular election is used, each voter must be given an equal opportunity to participate. Further, districts lines must be drawn such that each voter has a vote similar in proportionality to those in other districts. *Hadley v. Junior College District*, 397 U.S. 50,56, 90 S.Ct. 791,795, 25 L.Ed.2d 45 (1970). The requirement districts be substantially equal in population as according to the most recent census figures is mandatory. *Pelzer v. City of Bellevue*, 198 Neb. 19,25, 251 N.W.2d 662,665 (1977).

Voting Rights Act of 1965

The Voting Rights Act of 1965 applies to redistricting on all government levels. The Voting Rights Act in its entirety sought to address concerns of equal voting opportunity for citizens regardless of race, gender or other historical barriers. The 1982 amendment to Section 2 requires that, where a violation is alleged, the court must consider the "totality of the circumstances" in their analysis. This includes past discrimination, minority participation in voting and holding office, among other factors. Section 2 of the Voting Rights Act prohibits voting practices that have a discriminatory result. The Supreme Court established a three part test in *Thornburg v. Gingles* that a minority group must prove in order to establish vote dilution (*Thornburg v. Gingles*, 478 U.S. 30,45, 106 S.Ct. 2752,2763 (1986)):

1. The group must prove that it is sufficiently large and geographically compact to constitute a majority in a single-member district;
2. That the group is politically cohesive; and
3. Bloc voting by a white majority usually defeats minority preferred candidate.

Some courts have remedied discriminatory districting plans by redrawing plans to create districts in which minorities constitute supermajorities. These supermajorities compensate for the generally younger median age of minority populations and the generally lower voter registration and turnout of those groups. At one time, the Department of Justice suggested that a district have a total minority population of 65 percent in order for minority voters to have a meaningful opportunity to elect a candidate of their choice. See *State of Mississippi v. United States*, 490 F.Supp. 569 (D.D.C. 1979), *aff'd*, 100 S.Ct. 994 (1980); Jeffrey D. Colman and Michael T. Brody, *Ketchum v. Byrne: The Hard Lessons of Discriminatory Redistricting in Chicago*, 64 Chi.-Kent L.Rev. 497, 525 – 527 (1988). In *United Jewish Organizations of Williamsburgh, Inc. v. Carey*, 430 U.S. 144, 51 L.Ed.2d 229, 97 S.Ct. 996 (1977), the United States Supreme Court upheld the creation of 65-percent supermajorities as a means of ensuring minorities a fair and reasonable opportunity to elect representatives of their choice. See *Hastert v. State Board of Elections*, 777 F.Supp. 634, 647 (N.D.Ill. 1991) (approving three districts with 65-percent African-American supermajorities because 65 percent was necessary to provide reasonable opportunity to exercise political control).

The failure to create a supermajority, or even changing a majority-minority district into a minority-influenced district or white-majority district, however, may not automatically mean that a redistricting plan violates the Voting Rights Act. For example, following the 2000 census, New Jersey enacted a redistricting plan in which a district with a 53-percent African-American population and an overall minority-majority of 68 percent was changed into a district where African-Americans were only 28 percent of the population and the overall minority population was reduced to 42 percent. A neighboring district with a 76-percent white and 23-percent African-American population became 42-percent white and 35-percent African-American under the new map. Certain African-American candidates and voters challenged the map as deliberately diluting the African-American vote in violation of §2 of the Voting Rights Act (42 U.S.C. §1973) and the Fourteenth and Fifteenth Amendments. The court, however, found that the new map enhanced rather than diluted the minority vote. *Page v. Bartels*, 144 F.Supp.2d 346, 363 – 366 (D.N.J. 2001). Although the new districts were racially less African-American, they were politically more Democrat. The court found that in both of the new districts, whoever won the Democrat primary would likely win the general election. Minority voters would still be able to elect the candidate of their choice because of their strong influence and bloc voting in the Democrat primary, coupled with the fact that even in biracial elections white voters did not vote as a bloc. *Id.* The lack of white bloc voting meant that the plaintiffs could not meet the requisite threshold showing under *Thornburg v. Gingles*, 478 U.S. 30, 92 L.Ed.2d 25, 106 S.Ct. 2752 (1986), let alone show intentional discrimination.

In Illinois, following the 2000 decennial census, a federal district court upheld the state legislative map created by the 2001 Illinois Legislative Redistricting Commission against claims that the map created African-American minority-majority districts in which the minority population was less than 65 percent of the total population or 60 percent of the voting age population. The court rejected use of the 65-percent/60-percent "rule of thumb" when other, more reliable data were available and held that patterns of voting behavior indicated that even where African-Americans did not constitute a supermajority, their ability to control the Democrat primary process nonetheless gave them sufficient districts with effective electoral opportunities. *Campuzano v. Illinois State Board of Elections*, 200 F.Supp.2d 905 (N.D.Ill. 2002).

Analysis of Berwyn Census Results

Attached is a breakdown of the "Total Population" of each Ward in the City. The total population of Berwyn is now 56,657. The population further breaks down as follows:

| | |
|--------------------------|---------------|
| Hispanic or Latino = | 33,676 or 59% |
| White (non Hispanic) = | 17,592 or 31% |
| Black or African Amer. = | 3,373 or 6% |
| Asian = | 1,362 or 3% |

All percentages are rounded, and the remainder of the population is mixed race, Native American, Hawaiian, etc...

With a total population of 56,657 the optimum Ward population is 7,082 ($56,657/8=7,082$). Wards 1, 2, 4, 5 and 6 have less than a 2% variation from the optimum Ward population. Ward 3 has a variation of 4.3%, Ward 7 has a variation of 5% and Ward 8 has a variation of 4.7%. The greatest variation between any two Wards is between Ward 7 and Ward 8, which have a variation of one from the other of 9.7%.

It appears all the Wards are very close to the optimum Ward population, and no Ward's variance exceeds 5% of the optimum Ward population. In addition, the greatest variation between any two Wards (Wards 7 and 8) does not exceed 10%. While it would be possible to draw a Ward map that has zero variations (each Ward having exactly 7,082 people), such a map would by necessity divide neighborhoods, communities of interest and existing precincts between two or more wards. On the whole we believe the existing Ward map does a good job of making the Wards substantially equal in population.

Attached to this letter is also a breakdown of the "Voting Age Population" of each Ward in the City. This information is used to determine if Berwyn has any minority supermajority Wards (see previous discussion). While minority supermajority Wards are not necessarily required, we felt this information should be included in this letter. The following is a synopsis of the attached data:

| | |
|----------|---|
| Ward 1 = | 2143 Voting Age Hispanic/Latinos or 41% |
| Ward 2 = | 2707 Voting Age Hispanic/Latinos or 52% |
| Ward 3 = | 2248 Voting Age Hispanic/Latinos or 43% |
| Ward 4 = | 3222 Voting Age Hispanic/Latinos or 63% |
| Ward 5 = | 3217 Voting Age Hispanic/Latinos or 66% |
| Ward 6 = | 2858 Voting Age Hispanic/Latinos or 56% |
| Ward 7 = | 2721 Voting Age Hispanic/Latinos or 51% |
| Ward 8 = | 2636 Voting Age Hispanic/Latinos or 56% |

Wards 4 and 5 would be considered minority supermajority Wards under any definition of that term. Under many definitions, and especially since Berwyn is a strong Democrat voting town (see previous case law cited above), Wards 6 and 8 should also be considered minority supermajority Wards.

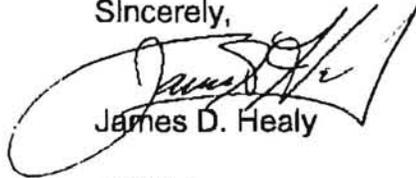
Finally, Ward 7 is not a minority supermajority Ward as only 51% of the voting age population is Hispanic or Latino. However, in the last election, Ward 7 elected an Alderman, Rafael Avila, who is of Hispanic or Latino ancestry. This is strong evidence there is no bloc voting by the white majority of the Ward (or in this case actually the white minority of the Ward) to defeat a Hispanic or Latino candidate.

Summary of Recommendations

Berwyn must keep in mind all of the standards to adhere to when determining if the new census data requires redistricting of the Wards. Based upon the information from City Staff, and the data supplied by the U.S. Census Bureau, it appears to us the current Ward map of the City of Berwyn is compact, contiguous and substantially equal in population. In addition, the current map maintains 4 supermajority Hispanic or Latino Wards and the voting history of the City does not indicate any evidence there is bloc voting by the white minority to defeat Hispanic or Latino candidates. Finally, the current map maintains neighborhoods, communities of interest and existing precincts in only one Ward.

Should you have any questions or need any additional information, please do not hesitate to call. Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Healy", is written over a white rectangular area. The signature is fluid and cursive.

James D. Healy

JDH/jak
Enclosures

Addendum:

In addition to population information, the Census materials we received included some preliminary Housing Data. Please note this data is from January 1, 2010, but it shows the high concentration of vacant (most likely foreclosed) homes on the north side of town. Because you, the Mayor and the Aldermen are all interested in this data, I took the time to format the Housing Data on a Ward by Ward basis. The information is attached to this letter. If you have any questions, please advise.

State Statutes

(65 ILCS 5/3.1-20-10) (from Ch. 24, par. 3.1-20-10)

Sec. 3.1-20-10. Aldermen; number.

(a) Except as otherwise provided in subsections (b) and (c) of this Section, Section 3.1-20-20, or as otherwise provided in the case of aldermen-at-large, the number of aldermen, when not elected by the minority representation plan, shall be determined using the most recent federal decennial census results as follows: in cities not exceeding 3,000 inhabitants, 6 aldermen; exceeding 3,000 but not exceeding 15,000, 8 aldermen; exceeding 15,000 but not exceeding 20,000, 10 aldermen; exceeding 20,000 but not exceeding 50,000, 14 aldermen; exceeding 50,000 but not exceeding 70,000, 16 aldermen; exceeding 70,000 but not exceeding 90,000, 18 aldermen; and from 90,000 to 500,000, 20 aldermen. No redistricting shall be required in order to reduce the number of aldermen in order to comply with this Section.

(b) Instead of the number of aldermen set forth in subsection (a), a municipality with 15,000 or more inhabitants may adopt, either by ordinance or by resolution, not more than one year after the municipality's receipt of the new federal decennial census results, the following number of aldermen: in cities exceeding 15,000 but not exceeding 20,000, 8 aldermen; exceeding 20,000 but not exceeding 50,000, 10 aldermen; exceeding 50,000 but not exceeding 70,000, 14 aldermen; exceeding 70,000 but not exceeding 90,000, 16 aldermen; and exceeding 90,000 but not exceeding 500,000, 18 aldermen.

(c) Instead of the number of aldermen set forth in subsection (a), a municipality with 40,000 or more inhabitants may adopt, either by ordinance or by resolution, not more than one year after the municipality's receipt of the new federal decennial census results, the following number of aldermen: in cities exceeding 40,000 but not exceeding 50,000, 16 aldermen.

(d) If, according to the most recent federal decennial census results, the population of a municipality increases under this Section, then the municipality may adopt an ordinance or resolution to retain the number of aldermen that existed before the most recent federal decennial census results. The ordinance or resolution may not be adopted more than one year after the municipality's receipt of the most recent federal decennial census results.

(Source: P.A. 96-1156, eff. 7-21-10; 97-301, eff. 8-11-11.)

(65 [LCS 5/3.1-20-15) (from Ch. 24, par. 3.1-20-15)

Sec. 3.1-20-15. Division into wards. Except as otherwise provided in Section 3.1-20-20, every city shall have one-half as many wards as the total number of aldermen to which the city is entitled. The city council, from time to time, shall divide the city into that number of wards.

(Source: P.A. 87-1119.)

(65 ILCS 5/3.1-20-20) (from Ch. 24, par. 3.1-20-20)

Sec. 3.1-20-20. Aldermen; restrict or reinstate number.

(a) In a city of less than 100,000 inhabitants, a proposition to restrict the number of aldermen to one-half of the total authorized by Section 3.1-20-10, with one alderman representing each ward, shall be certified by the city clerk to the proper election authorities, who shall submit the proposition at an election in accordance with the general election law, if a petition requesting that action is signed by electors of the city numbering not less than 10% of the total vote cast at the last election for mayor of the city and the petition is filed with the city clerk.

The proposition shall be substantially in the following form:

Shall (name of city) restrict the number of aldermen to (state number) (one-half of the total authorized by Section 3.1-20-10 of the Illinois Municipal Code), with one alderman representing each ward?

If a majority of those voting on the proposition vote in favor of it, all existing aldermanic terms shall expire as of the date of the next regular aldermanic election, at which time a full complement of aldermen shall be elected for the full term.

(65 ILCS 5/3.1-20-25) (from Ch. 24, par. 3.1-20-25)

Sec. 3.1-20-25. Redistricting a city.

(a) In the formation of wards, the number of inhabitants of the city immediately preceding the division of the city into wards shall be as nearly equal in population, and the wards shall be of as compact and contiguous territory, as practicable. Wards shall be created in a manner so that, as far as practicable, no precinct shall be divided between 2 or more wards.

(b) Whenever an official census shows that a city contains more or fewer wards than it is entitled to, the city council of the city, by ordinance, shall redistrict the city into as many wards as the city is entitled. This redistricting shall be completed not less than 30 days before the first day set by the general election law for the filing of candidate petitions for the next succeeding election for city officers. At this election there shall be elected the number of aldermen to which the city is entitled, except as provided in subsection (c).

(c) If it appears from any official census that a city has the requisite number of inhabitants to authorize it to increase the number of aldermen, the city council shall immediately proceed to redistrict the city and shall hold the next city election in accordance with the new redistricting. At this election the aldermen whose terms of office are not expiring shall be considered aldermen for the new wards respectively in which their residences are situated. At this election, in a municipality that is not a newly incorporated municipality, a candidate for alderman may be elected from any ward that contains a part of the ward in which he or she resided at least one year next preceding the election that follows the redistricting, and, if elected, that person may be reelected from the new ward he or she represents if he or she resides in that ward for at least one year next preceding reelection. If there are 2 or more aldermen with terms of office not expiring and residing in the same ward under the new redistricting, the alderman who holds over for that ward shall be determined by lot in the presence of the city council, in the manner directed by the council, and all other aldermen shall fill their unexpired terms as aldermen-at-large. The aldermen-at-large, if any, shall have the same powers and duties as all other aldermen, but upon the expiration of their terms the offices of aldermen-at-large shall be abolished.

(d) If the redistricting results in one or more wards in which no aldermen reside whose terms of office have not expired, 2 aldermen shall be elected in accordance with Section 3.1-20-35, unless the city elected only one alderman per ward pursuant to a referendum under subsection (a) of Section 3.1-20-20.

(e) A redistricting ordinance that has decreased the number of wards of a city because of a decrease in population of the city shall not be effective if, not less than 60 days before the time fixed for the next succeeding general municipal election, an official census is officially published that shows that the city has regained a population that entitles it to the number of wards that it had just before the passage of the last redistricting ordinance.

(Source: P.A. 95-646, eff. 1-1-08.)

**Total
Population
By
Ward**

Total Population Ward 1

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099101 | Berwyn Wd-1 Pct-1, Cook County, Illinois | 1313 | 494 | 819 | 706 | 51 | 42 |
| 7000000US17031099102 | BERWYN WD1- PCT 2, Cook County, Illinois | 1490 | 809 | 681 | 613 | 27 | 35 |
| 7000000US17031099103 | Berwyn Wd-1 Pct-3, Cook County, Illinois | 1569 | 964 | 605 | 551 | 11 | 28 |
| 7000000US17031099104 | Berwyn Wd-1 Pct-4, Cook County, Illinois | 1027 | 354 | 673 | 567 | 58 | 27 |
| 7000000US17031099105 | Berwyn Wd-1 Pct-5, Cook County, Illinois | 1019 | 325 | 694 | 599 | 49 | 21 |
| 7000000US17031099106 | BERWYN WD1- PCT 6, Cook County, Illinois | 680 | 429 | 251 | 226 | 8 | 10 |
| | | 7098 | 3375 | 3723 | 3262 | 204 | 163 |
| | Hispanic Population Percentage: | | 47.55% | | | | |
| Ward 1 | Population Variance from Norm (7082): | +16 | = 0.002 | | | | |

Total Population Ward 2

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099201 | BERWYN WD2- PCT 1, Cook County, Illinois | 1206 | 650 | 556 | 461 | 69 | 10 |
| 7000000US17031099202 | Berwyn Wd-2 Pct-2, Cook County, Illinois | 764 | 453 | 311 | 286 | 3 | 11 |
| 7000000US17031099203 | Berwyn Wd-2 Pct-3, Cook County, Illinois | 1200 | 711 | 489 | 426 | 23 | 27 |
| 7000000US17031099204 | Berwyn Wd-2 Pct-4, Cook County, Illinois | 1011 | 691 | 320 | 258 | 31 | 19 |
| 7000000US17031099205 | Berwyn Wd-2 Pct-5, Cook County, Illinois | 1275 | 819 | 456 | 405 | 13 | 26 |
| 7000000US17031099206 | Berwyn Wd-2 Pct-6, Cook County, Illinois | 880 | 379 | 501 | 449 | 21 | 19 |
| 7000000US17031099207 | Berwyn Wd-2 Pct-7, Cook County, Illinois | 924 | 505 | 419 | 369 | 26 | 9 |
| | | 7260 | 4208 | 3052 | 2654 | 186 | 121 |
| | Hispanic Population Percentage: | | 57.97% | | | | |
| Ward 2 | Population Variance from Norm (7082): | +178 | = | .025 | | | |

Total Population Ward 3

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099301 | Berwyn Wd-3 Pct-1, Cook County, Illinois | 1520 | 922 | 598 | 490 | 41 | 59 |
| 7000000US17031099302 | Berwyn Wd-3 Pct-2, Cook County, Illinois | 686 | 289 | 397 | 358 | 26 | 8 |
| 7000000US17031099303 | Berwyn Wd-3 Pct-3, Cook County, Illinois | 1219 | 699 | 520 | 474 | 12 | 28 |
| 7000000US17031099304 | Berwyn Wd-3 Pct-4, Cook County, Illinois | 993 | 623 | 370 | 335 | 13 | 12 |
| 7000000US17031099305 | Berwyn Wd-3 Pct-5, Cook County, Illinois | 721 | 295 | 426 | 386 | 7 | 20 |
| 7000000US17031099306 | Berwyn Wd-3 Pct-6, Cook County, Illinois | 825 | 299 | 526 | 496 | 9 | 16 |
| 7000000US17031099307 | Berwyn Wd-3 Pct-7, Cook County, Illinois | 813 | 260 | 553 | 496 | 41 | 11 |
| | | 6777 | 3387 | 3390 | 3035 | 149 | 154 |
| | Hispanic Population Percentage: | | 49.98% | | | | |
| Ward 3 | Population Variance from Norm (7082): | -305 | | ≈.043 | | | |

Total Population Ward 4

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099401 | BERWYN WD4- PCT 1, Cook County, Illinois | 1303 | 1031 | 272 | 216 | 15 | 26 |
| 7000000US17031099402 | Berwyn Wd-4 Pct-2, Cook County, Illinois | 2127 | 1463 | 664 | 515 | 87 | 36 |
| 7000000US17031099403 | Berwyn Wd-4 Pct-3, Cook County, Illinois | 1120 | 757 | 363 | 309 | 36 | 9 |
| 7000000US17031099404 | Berwyn Wd-4 Pct-4, Cook County, Illinois | 1257 | 830 | 427 | 355 | 49 | 16 |
| 7000000US17031099405 | Berwyn Wd-4 Pct-5, Cook County, Illinois | 1360 | 820 | 540 | 442 | 72 | 19 |
| | | 7167 | 4901 | 2266 | 1837 | 259 | 106 |
| | Hispanic Population Percentage: | | 68.39% | | | | |
| Ward 4 | Population Variance from Norm (7082): | +85 | =.012 | | | | |

Total Population Ward 5

| GEO.id Id | GEO.display-label Geography | D001 | D002 | D003 | D005 | D006 | D008 |
|----------------------|--|--------|---------------------------------|-------------------------------------|--|---|--|
| | | Total: | Total: Hispanic or Latino | Total: Not Hispanic or Latino | Total: Not Hispanic or Latino White | Total: Not Hispanic or Latino Black or African American | Total: Not Hispanic or Latino Asian |
| 7000000US17031099501 | Berwyn Wd-5 Pct-1, Cook County, Illinois | 1976 | 1467 | 509 | 303 | 160 | 31 |
| 7000000US17031099502 | Berwyn Wd-5 Pct-2, Cook County, Illinois | 1909 | 1206 | 703 | 473 | 176 | 35 |
| 7000000US17031099503 | Berwyn Wd-5 Pct-3, Cook County, Illinois | 1851 | 1379 | 472 | 360 | 72 | 31 |
| 7000000US17031099504 | Berwyn Wd-5 Pct-4, Cook County, Illinois | 1195 | 862 | 333 | 218 | 55 | 49 |
| | | 6931 | 4914 | 2017 | 1354 | 463 | 146 |
| | Hispanic Population Percentage: | | 70.90% | | | | |
| Ward 5 | Population Variance from Norm (7082): | -151 | =.021 | | | | |

Total Population Ward 6

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099601 | Berwyn Wd-6 Pct-1, Cook County, Illinois | 1195 | 839 | 356 | 243 | 74 | 17 |
| 7000000US17031099602 | Berwyn Wd-6 Pct-2, Cook County, Illinois | 1510 | 911 | 599 | 397 | 151 | 42 |
| 7000000US17031099603 | Berwyn Wd-6 Pct-3, Cook County, Illinois | 1470 | 744 | 726 | 435 | 211 | 40 |
| 7000000US17031099604 | Berwyn Wd-6 Pct-4, Cook County, Illinois | 1578 | 978 | 600 | 392 | 127 | 75 |
| 7000000US17031099605 | Berwyn Wd-6 Pct-5, Cook County, Illinois | 1486 | 991 | 495 | 296 | 136 | 25 |
| | | 7239 | 4463 | 2776 | 1763 | 699 | 199 |
| | Hispanic Population Percentage: | | 61.66% | | | | |
| Ward 6 | Population Variance from Norm (7082): | +157 | | | =.022 | | |

Total Population Ward 7

| GEO.id | GEO.display-label | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099701 | Berwyn Wd-7 Pct-1, Cook County, Illinois | 1821 | 958 | 863 | 448 | 351 | 47 |
| 7000000US17031099702 | Berwyn Wd-7 Pct-2, Cook County, Illinois | 1259 | 577 | 682 | 379 | 221 | 62 |
| 7000000US17031099703 | Berwyn Wd-7 Pct-3, Cook County, Illinois | 1234 | 684 | 550 | 387 | 136 | 16 |
| 7000000US17031099704 | Berwyn Wd-7 Pct-4, Cook County, Illinois | 900 | 526 | 374 | 202 | 114 | 47 |
| 7000000US17031099705 | Berwyn Wd-7 Pct-5, Cook County, Illinois | 1220 | 832 | 388 | 255 | 76 | 47 |
| 7000000US17031099706 | Berwyn Wd-7 Pct-6, Cook County, Illinois | 1003 | 608 | 395 | 271 | 91 | 24 |
| | | 7437 | 4185 | 3252 | 1942 | 989 | 243 |
| | Hispanic Population Percentage: | | 56.28% | | | | |
| Ward 7 | Population Variance from Norm (7082): | +355 | =.05 | | | | |

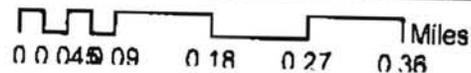
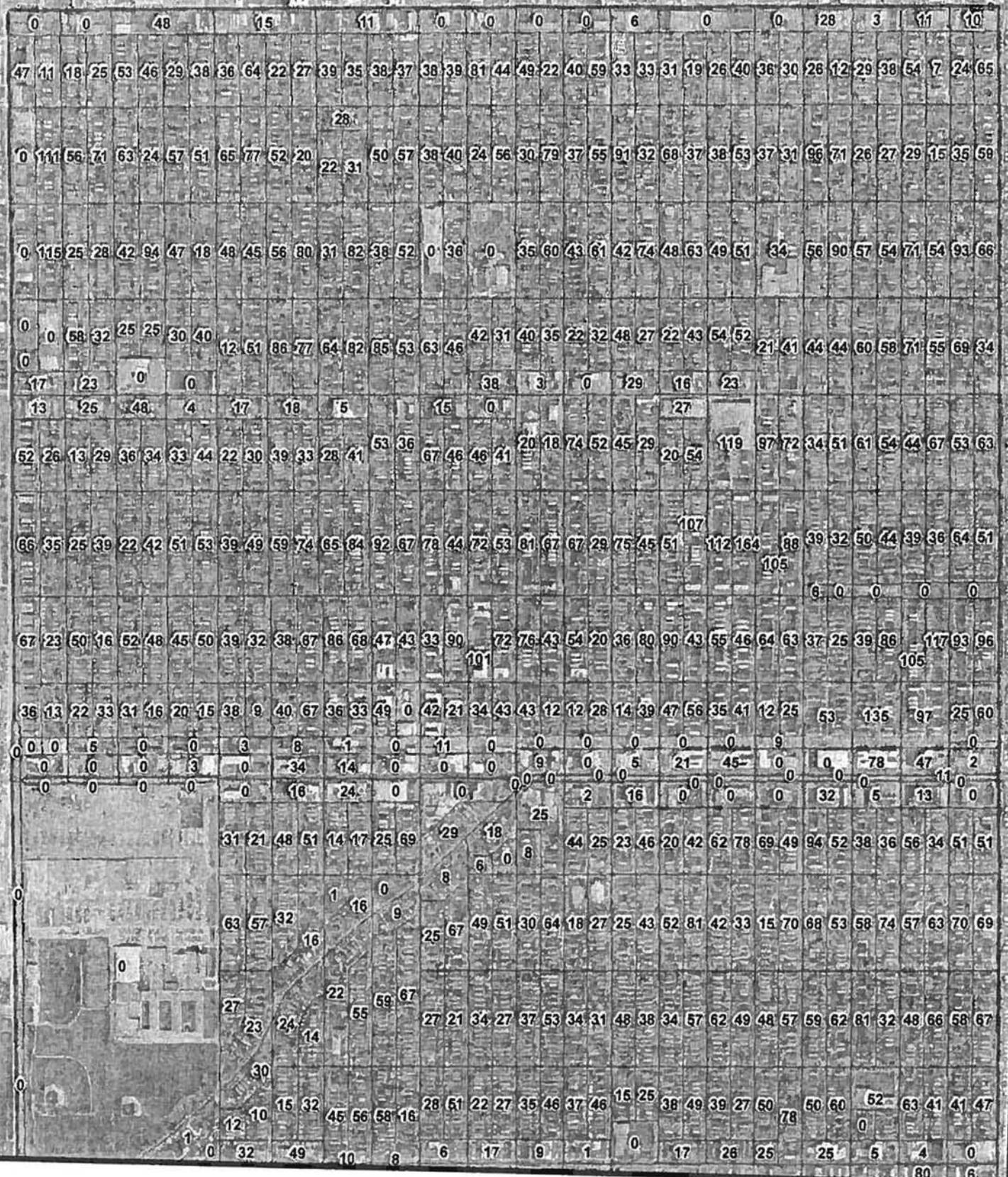
Total Population Ward 8

| GEO.id Id | GEO.display-label Geography | D001 | D002 | D003 | D005 | D006 | D008 |
|----------------------|--|--------|---------------------------------|-------------------------------------|--|---|--|
| | | Total: | Total: Hispanic or Latino | Total: Not Hispanic or Latino | Total: Not Hispanic or Latino White | Total: Not Hispanic or Latino Black or African American | Total: Not Hispanic or Latino Asian |
| 7000000US17031099801 | Berwyn Wd-8 Pct-1, Cook County, Illinois | 2105 | 1281 | 824 | 529 | 183 | 73 |
| 7000000US17031099802 | BERWYN WD8- PCT 2, Cook County, Illinois | 2048 | 1306 | 742 | 497 | 154 | 68 |
| 7000000US17031099803 | Berwyn Wd-8 Pct-3, Cook County, Illinois | 1378 | 870 | 508 | 397 | 26 | 60 |
| 7000000US17031099804 | Berwyn Wd-8 Pct-4, Cook County, Illinois | 1217 | 786 | 431 | 322 | 61 | 29 |
| | | 6748 | 4243 | 2505 | 1745 | 424 | 230 |
| | Hispanic Population Percentage: | | 62.88% | | | | |
| Ward 3 | Population Variance from Norm (7082): | -3340 | .047 | | | | |

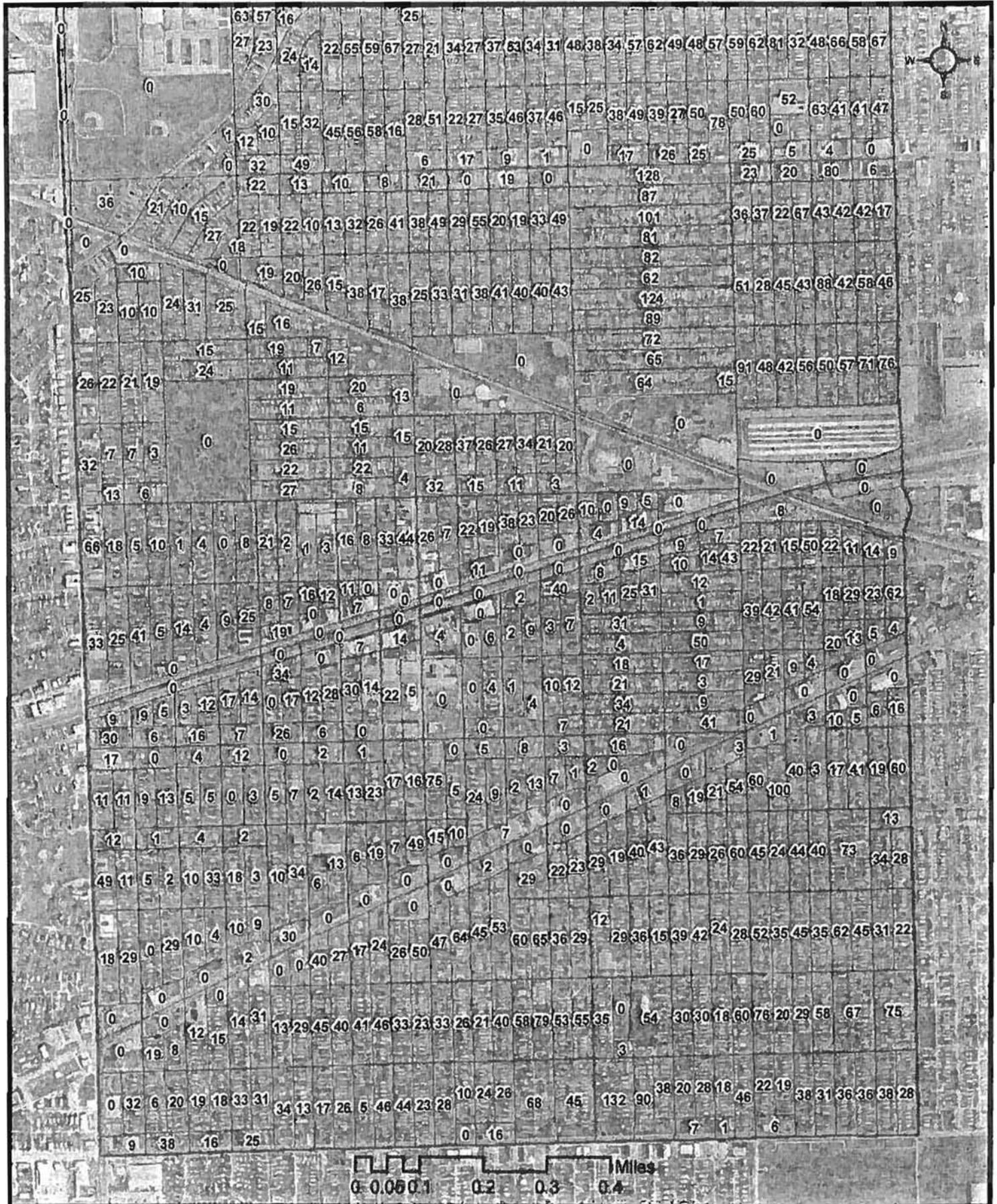
Census Block Maps

Hispanic or Latino by Block

Hispanic or Latino By Block (City of Berwyn)



Hispanic or Latino By Block (City of Berwyn)



**Voting Age
Population
By
Ward**

Voting Age Population Ward 1

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099101 | Berwyn Wd-1 Pct-1, Cook County, Illinois | 1041 | 340 | 701 | 616 | 42 | 32 |
| 7000000US17031099102 | BERWYN WD1- PCT 2, Cook County, Illinois | 1084 | 516 | 568 | 523 | 15 | 29 |
| 7000000US17031099103 | Berwyn Wd-1 Pct-3, Cook County, Illinois | 1080 | 575 | 505 | 462 | 9 | 22 |
| 7000000US17031099104 | Berwyn Wd-1 Pct-4, Cook County, Illinois | 804 | 237 | 567 | 484 | 53 | 20 |
| 7000000US17031099105 | Berwyn Wd-1 Pct-5, Cook County, Illinois | 810 | 213 | 597 | 527 | 39 | 14 |
| 7000000US17031099106 | BERWYN WD1- PCT 6, Cook County, Illinois | 471 | 262 | 209 | 194 | 4 | 6 |
| | | 5290 | 2143 | 3147 | 2806 | 162 | 123 |
| | Hispanic Voting Percentage of Ward: | | 40.51% | | | | |

Voting Age Population Ward 2

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099201 | BERWYN WD2- PCT 1, Cook County, Illinois | 841 | 398 | 443 | 380 | 42 | 9 |
| 7000000US17031099202 | Berwyn Wd-2 Pct-2, Cook County, Illinois | 555 | 296 | 259 | 245 | 3 | 8 |
| 7000000US17031099203 | Berwyn Wd-2 Pct-3, Cook County, Illinois | 846 | 449 | 397 | 354 | 18 | 19 |
| 7000000US17031099204 | Berwyn Wd-2 Pct-4, Cook County, Illinois | 749 | 479 | 270 | 220 | 22 | 18 |
| 7000000US17031099205 | Berwyn Wd-2 Pct-5, Cook County, Illinois | 908 | 533 | 375 | 352 | 7 | 15 |
| 7000000US17031099206 | Berwyn Wd-2 Pct-6, Cook County, Illinois | 653 | 235 | 418 | 379 | 15 | 17 |
| 7000000US17031099207 | Berwyn Wd-2 Pct-7, Cook County, Illinois | 657 | 317 | 340 | 305 | 17 | 8 |
| | | 5209 | 2707 | 2502 | 2235 | 124 | 94 |
| | Hispanic Voting Percentage of Ward: | | 51.97% | | | | |

Voting Age Population Ward 3

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099301 | Berwyn Wd-3 Pct-1, Cook County, Illinois | 1134 | 610 | 524 | 437 | 32 | 51 |
| 7000000US17031099302 | Berwyn Wd-3 Pct-2, Cook County, Illinois | 513 | 169 | 344 | 313 | 20 | 6 |
| 7000000US17031099303 | Berwyn Wd-3 Pct-3, Cook County, Illinois | 911 | 459 | 452 | 413 | 10 | 26 |
| 7000000US17031099304 | Berwyn Wd-3 Pct-4, Cook County, Illinois | 753 | 419 | 334 | 308 | 9 | 9 |
| 7000000US17031099305 | Berwyn Wd-3 Pct-5, Cook County, Illinois | 580 | 205 | 375 | 344 | 7 | 16 |
| 7000000US17031099306 | Berwyn Wd-3 Pct-6, Cook County, Illinois | 653 | 196 | 457 | 431 | 9 | 13 |
| 7000000US17031099307 | Berwyn Wd-3 Pct-7, Cook County, Illinois | 679 | 190 | 489 | 438 | 37 | 10 |
| | | 5223 | 2248 | 2975 | 2684 | 124 | 131 |
| | Hispanic Voting Percentage of Ward: | | 43.04% | | | | |

Voting Age Population Ward 4

| GEO.id | GEO.display-label | D001 | D002 | D003 | D005 | D006 | D008 |
|----------------------|--|--------|-----------------------|---------------------------|------------------------------------|---|------------------------------------|
| Id | Geography | Total: | Total: | Total: | Total: | Total: | Total: |
| | | | Hispanic or Latino | Not Hispanic or Latino | Not Hispanic or Latino White | Not Hispanic or Latino Black or African American | Not Hispanic or Latino Asian |
| 7000000US17031099401 | BERWYN WD4- PCT 1, Cook County, Illinois | 891 | 661 | 230 | 190 | 11 | 24 |
| 7000000US17031099402 | Berwyn Wd-4 Pct-2, Cook County, Illinois | 1503 | 945 | 558 | 450 | 59 | 31 |
| 7000000US17031099403 | Berwyn Wd-4 Pct-3, Cook County, Illinois | 809 | 517 | 292 | 259 | 23 | 6 |
| 7000000US17031099404 | Berwyn Wd-4 Pct-4, Cook County, Illinois | 927 | 568 | 359 | 307 | 35 | 13 |
| 7000000US17031099405 | Berwyn Wd-4 Pct-5, Cook County, Illinois | 988 | 531 | 457 | 391 | 44 | 17 |
| | | 5118 | 3222 | 1896 | 1597 | 172 | 91 |
| | Hispanic Voting Percentage of Ward: | | 62.96% | | | | |

Voting Age Population Ward 5

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099501 | Berwyn Wd-5 Pct-1, Cook County, Illinois | 1351 | 953 | 398 | 268 | 95 | 25 |
| 7000000US17031099502 | Berwyn Wd-5 Pct-2, Cook County, Illinois | 1344 | 784 | 560 | 409 | 117 | 24 |
| 7000000US17031099503 | Berwyn Wd-5 Pct-3, Cook County, Illinois | 1307 | 906 | 401 | 316 | 53 | 25 |
| 7000000US17031099504 | Berwyn Wd-5 Pct-4, Cook County, Illinois | 875 | 574 | 301 | 201 | 43 | 46 |
| | | 4877 | 3217 | 1660 | 1194 | 308 | 120 |
| | Hispanic Voting Percentage of Ward: | | 65.97% | | | | |

Voting Age Population Ward 6

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099601 | Berwyn Wd-6 Pct-1, Cook County, Illinois | 799 | 501 | 298 | 227 | 43 | 15 |
| 7000000US17031099602 | Berwyn Wd-6 Pct-2, Cook County, Illinois | 1118 | 615 | 503 | 358 | 107 | 31 |
| 7000000US17031099603 | Berwyn Wd-6 Pct-3, Cook County, Illinois | 1124 | 518 | 606 | 389 | 161 | 36 |
| 7000000US17031099604 | Berwyn Wd-6 Pct-4, Cook County, Illinois | 1108 | 619 | 489 | 330 | 90 | 63 |
| 7000000US17031099605 | Berwyn Wd-6 Pct-5, Cook County, Illinois | 996 | 605 | 391 | 258 | 91 | 19 |
| | | 5145 | 2858 | 2287 | 1562 | 492 | 164 |
| | Hispanic Voting Percentage of Ward: | | 55.55% | | | | |

Voting Age Population Ward 7

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099701 | Berwyn Wd-7 Pct-1, Cook County, Illinois | 1274 | 596 | 678 | 401 | 231 | 37 |
| 7000000US17031099702 | Berwyn Wd-7 Pct-2, Cook County, Illinois | 946 | 399 | 547 | 322 | 168 | 47 |
| 7000000US17031099703 | Berwyn Wd-7 Pct-3, Cook County, Illinois | 908 | 468 | 440 | 327 | 89 | 15 |
| 7000000US17031099704 | Berwyn Wd-7 Pct-4, Cook County, Illinois | 646 | 339 | 307 | 182 | 84 | 33 |
| 7000000US17031099705 | Berwyn Wd-7 Pct-5, Cook County, Illinois | 883 | 551 | 332 | 229 | 57 | 37 |
| 7000000US17031099706 | Berwyn Wd-7 Pct-6, Cook County, Illinois | 700 | 368 | 332 | 234 | 70 | 22 |
| | | 5357 | 2721 | 2636 | 1695 | 699 | 191 |
| | Hispanic Voting Percentage of Ward: | | 50.80% | | | | |

Voting Age Population Ward 8

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Hispanic or Latino | D003 Total: Not Hispanic or Latino | D005 Total: Not Hispanic or Latino White | D006 Total: Not Hispanic or Latino Black or African American | D008 Total: Not Hispanic or Latino Asian |
|----------------------|--|----------------|---|---|--|---|--|
| 7000000US17031099801 | Berwyn Wd-8 Pct-1, Cook County, Illinois | 1477 | 796 | 681 | 466 | 125 | 63 |
| 7000000US17031099802 | BERWYN Wd8- PCT 2, Cook County, Illinois | 1391 | 814 | 577 | 419 | 93 | 54 |
| 7000000US17031099803 | Berwyn Wd-8 Pct-3, Cook County, Illinois | 960 | 537 | 423 | 348 | 20 | 44 |
| 7000000US17031099804 | Berwyn Wd-8 Pct-4, Cook County, Illinois | 847 | 489 | 358 | 279 | 40 | 27 |
| | | 4675 | 2636 | 2039 | 1512 | 278 | 188 |
| | Hispanic Voting Percentage of Ward: | | 56.39% | | | | |

**Housing
Data
By
Ward**

Housing Data Ward 1:

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Occupied | D003 Total: Vacant |
|----------------------|--|----------------|----------------------------|--------------------------|
| 7000000US17031099101 | Berwyn Wd-1 Pct-1, Cook County, Illinois | 609 | 547 | 62 |
| 7000000US17031099102 | BERWYN WD1- PCT 2, Cook County, Illinois | 515 | 488 | 27 |
| 7000000US17031099103 | Berwyn Wd-1 Pct-3, Cook County, Illinois | 527 | 494 | 33 |
| 7000000US17031099104 | Berwyn Wd-1 Pct-4, Cook County, Illinois | 440 | 419 | 21 |
| 7000000US17031099105 | Berwyn Wd-1 Pct-5, Cook County, Illinois | 479 | 455 | 24 |
| 7000000US17031099106 | BERWYN WD1- PCT 6, Cook County, Illinois | 232 | 217 | 15 |
| | | <hr/> 2802 | <hr/> 2620 | <hr/> 182 |

Housing Data Ward 2:

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Occupied | D003 Total: Vacant |
|----------------------|--|----------------|----------------------------|--------------------------|
| 7000000US17031099201 | BERWYN WD2- PCT 1, Cook County, Illinois | 452 | 417 | 35 |
| 7000000US17031099202 | Berwyn Wd-2 Pct-2, Cook County, Illinois | 267 | 246 | 21 |
| 7000000US17031099203 | Berwyn Wd-2 Pct-3, Cook County, Illinois | 407 | 385 | 22 |
| 7000000US17031099204 | Berwyn Wd-2 Pct-4, Cook County, Illinois | 386 | 345 | 41 |
| 7000000US17031099205 | Berwyn Wd-2 Pct-5, Cook County, Illinois | 408 | 389 | 19 |
| 7000000US17031099206 | Berwyn Wd-2 Pct-6, Cook County, Illinois | 348 | 326 | 22 |
| 7000000US17031099207 | Berwyn Wd-2 Pct-7, Cook County, Illinois | 327 | 306 | 21 |
| | | <hr/> 2595 | <hr/> 2414 | <hr/> 181 |

Housing Data Ward 3:

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Occupied | D003 Total: Vacant |
|----------------------|--|----------------|----------------------------|--------------------------|
| 7000000US17031099301 | Berwyn Wd-3 Pct-1, Cook County, Illinois | 513 | 480 | 33 |
| 7000000US17031099302 | Berwyn Wd-3 Pct-2, Cook County, Illinois | 281 | 264 | 17 |
| 7000000US17031099303 | Berwyn Wd-3 Pct-3, Cook County, Illinois | 402 | 385 | 17 |
| 7000000US17031099304 | Berwyn Wd-3 Pct-4, Cook County, Illinois | 326 | 310 | 16 |
| 7000000US17031099305 | Berwyn Wd-3 Pct-5, Cook County, Illinois | 269 | 253 | 16 |
| 7000000US17031099306 | Berwyn Wd-3 Pct-6, Cook County, Illinois | 410 | 377 | 33 |
| 7000000US17031099307 | Berwyn Wd-3 Pct-7, Cook County, Illinois | 414 | 386 | 28 |
| | | <hr/> 2615 | <hr/> 2455 | <hr/> 160 |

Housing Data Ward 4:

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Occupied | D003 Total: Vacant |
|----------------------|--|----------------|----------------------------|--------------------------|
| 7000000US17031099401 | BERWYN WD4- PCT 1, Cook County, Illinois | 381 | 353 | 28 |
| 7000000US17031099402 | Berwyn Wd-4 Pct-2, Cook County, Illinois | 723 | 667 | 56 |
| 7000000US17031099403 | Berwyn Wd-4 Pct-3, Cook County, Illinois | 320 | 303 | 17 |
| 7000000US17031099404 | Berwyn Wd-4 Pct-4, Cook County, Illinois | 418 | 397 | 21 |
| 7000000US17031099405 | Berwyn Wd-4 Pct-5, Cook County, Illinois | 492 | 458 | 34 |
| | | <hr/> 2334 | <hr/> 2178 | <hr/> 156 |

Housing Data Ward 5:

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Occupied | D003 Total: Vacant |
|----------------------|--|----------------|----------------------------|--------------------------|
| 7000000US17031099501 | Berwyn Wd-5 Pct-1, Cook County, Illinois | 633 | 567 | 66 |
| 7000000US17031099502 | Berwyn Wd-5 Pct-2, Cook County, Illinois | 686 | 602 | 84 |
| 7000000US17031099503 | Berwyn Wd-5 Pct-3, Cook County, Illinois | 587 | 528 | 59 |
| 7000000US17031099504 | Berwyn Wd-5 Pct-4, Cook County, Illinois | 355 | 332 | 23 |
| | | <hr/> 2261 | <hr/> 2029 | <hr/> 232 |

Housing Data Ward 6:

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Occupied | D003 Total: Vacant |
|----------------------|--|----------------|----------------------------|--------------------------|
| 7000000US17031099601 | Berwyn Wd-6 Pct-1, Cook County, Illinois | 428 | 387 | 41 |
| 7000000US17031099602 | Berwyn Wd-6 Pct-2, Cook County, Illinois | 658 | 563 | 95 |
| 7000000US17031099603 | Berwyn Wd-6 Pct-3, Cook County, Illinois | 710 | 619 | 91 |
| 7000000US17031099604 | Berwyn Wd-6 Pct-4, Cook County, Illinois | 620 | 527 | 93 |
| 7000000US17031099605 | Berwyn Wd-6 Pct-5, Cook County, Illinois | 542 | 483 | 59 |
| | | <hr/> 2958 | <hr/> 2579 | <hr/> 379 |

Housing Data Ward 7:

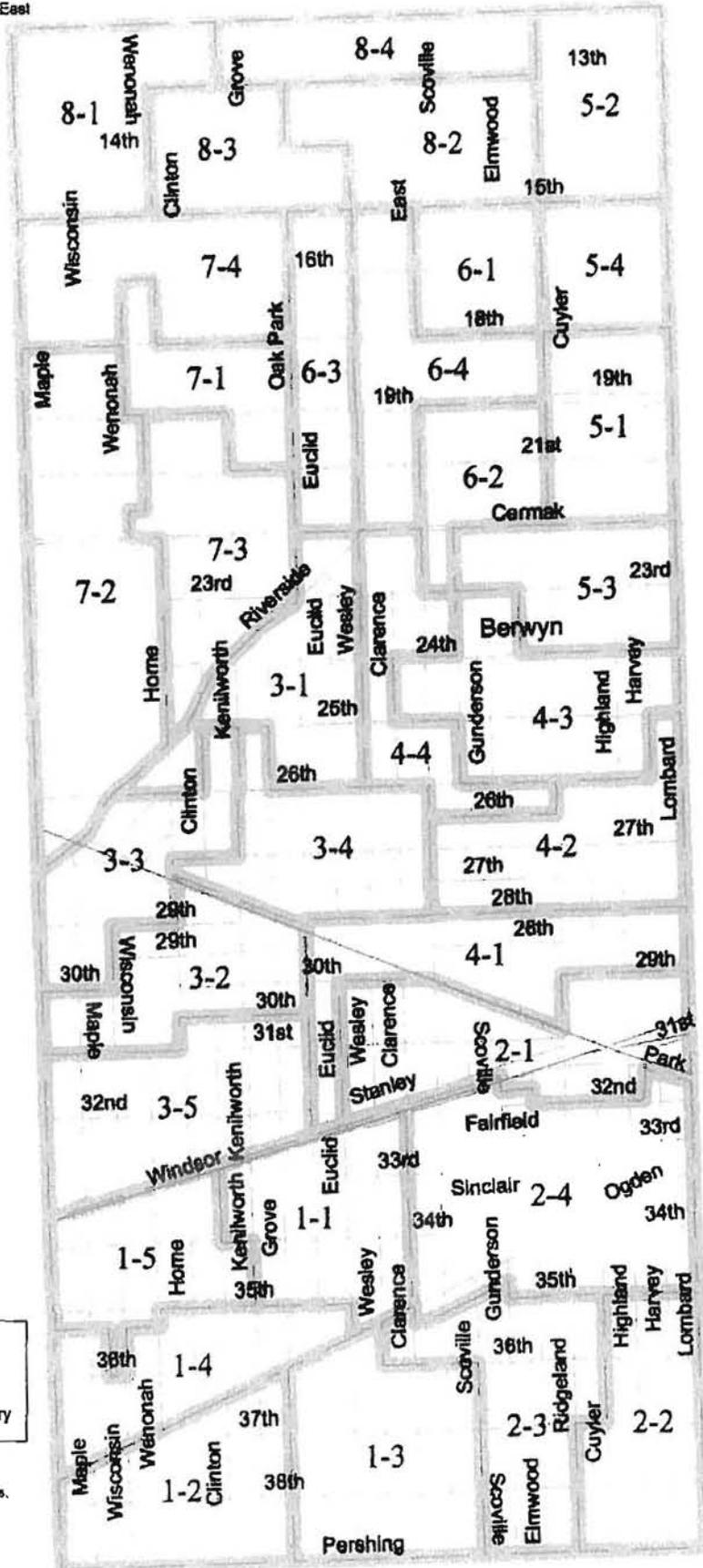
| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Occupied | D003 Total: Vacant |
|----------------------|--|----------------|----------------------------|--------------------------|
| 7000000US17031099701 | Berwyn Wd-7 Pct-1, Cook County, Illinois | 771 | 664 | 107 |
| 7000000US17031099702 | Berwyn Wd-7 Pct-2, Cook County, Illinois | 484 | 457 | 27 |
| 7000000US17031099703 | Berwyn Wd-7 Pct-3, Cook County, Illinois | 475 | 428 | 47 |
| 7000000US17031099704 | Berwyn Wd-7 Pct-4, Cook County, Illinois | 336 | 301 | 35 |
| 7000000US17031099705 | Berwyn Wd-7 Pct-5, Cook County, Illinois | 401 | 362 | 39 |
| 7000000US17031099706 | Berwyn Wd-7 Pct-6, Cook County, Illinois | 364 | 337 | 27 |
| | | <hr/> 2831 | <hr/> 2549 | <hr/> 282 |

Housing Data Ward 8:

| GEO.id Id | GEO.display-label Geography | D001 Total: | D002 Total: Occupied | D003 Total: Vacant |
|----------------------|--|----------------|----------------------------|--------------------------|
| 7000000US17031099801 | Berwyn Wd-8 Pct-1, Cook County, Illinois | 820 | 705 | 115 |
| 7000000US17031099802 | BERWYN WD8- PCT 2, Cook County, Illinois | 654 | 601 | 53 |
| 7000000US17031099803 | Berwyn Wd-8 Pct-3, Cook County, Illinois | 450 | 412 | 38 |
| 7000000US17031099804 | Berwyn Wd-8 Pct-4, Cook County, Illinois | 399 | 368 | 31 |
| | | <hr/> 2323 | <hr/> 2086 | <hr/> 237 |

Berwyn Township

Township 39 North Range 13 East
Cook County, Illinois



Railroad
 Berwyn Streets
 Precinct Boundary

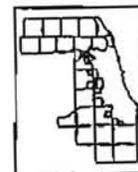
Railroad Lines provided by the Cook County Department of Geographic Information Systems.

David Orr
Cook County Clerk

Precinct Boundaries: Updated 2011
Street Layer Source: Tele Atlas 2009



1:10000





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



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

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675
www.berwyn-il.gov

Nora Laureto
8th Ward Alderman

Date: January 18, 2012

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

Ladies and Gentlemen:

A meeting of the _____ Building /Zoning/Planning Commission Hearing was held
On January 16, 2012 at 5:35 p.m.

Those in attendance were Alderman Laureto (Chair), (Members) Aldermen Santoy,
(guest) Nasri Abi Mansour Absent-Alderman Chapman.

The matter discussed was referral item# 12 dated November 18, 2011 in regards to:
Animal Ordinance.

It is the recommendation of the committee that the request for additional requests for fowl be
denied at this time please remove item.

Voting Aye: Laureto/ Santoy

Voting Nay: 0

* with regards to item #12 we will
schedule a follow up meeting and
again invite Charles Lazzara,
Building Director, to meeting.

Adjourned: 5:50 PM

Nora Laureto

Nora Laureto-Chairman
Cesar Santoy-Member
Nona Chapman-Member

I-2

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) 749-6407 Fax: (708) 788-2675
www.berwyn-il.gov

January 20, 2012

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

Dear Mayor,

I would like to take the opportunity to inform you of an amazing young man, Lelend Rodriguez. Lelend is a 5 year old that lives in Hillside, Illinois. This past summer while hanging out with his dad, Ubaldo, they stopped by the Elmhurst City Hall to pick up a permit at which time they ran across a group of veterans who were fund-raising to help out an injured soldier.

Since Lelend was 3 years old he would tell his mother Tasha that when he grew up he wants to be a soldier and then become a police officer. At the moment that he saw the soldier fund raising, he wanted to also raise money to support his heroes. He obtained a donation box with a photo of a soldier's helmet and began collecting donations from his friends, family members and businesses. Lelend set a goal to raise \$100.00 and donate it to a local veterans group.

His mother Tasha asked her friend Veronica, a Berwyn resident to help Lelend find a local Veterans group to accept the donation. Veronica contacted Gilbert Pena, a U.S. Marine Corp veteran, so that he may assist the young patriot in delivering his gift. Additionally, Mr. Pena along with Berwyn's Community Relations Commission's Director Joe Keating matched Lelend's \$100.00 donation and made arrangements for Lelend to present his donation to the Combined Veterans of Berwyn.

The presentation is scheduled for Tuesday, January 24, 2012 at the Berwyn City Hall. Lelend will be escorted by a soldier and then will hand over the gift to a member of the Combined Veterans of Berwyn.

Lelend will also be presented with a certificate of appreciation for his dedication to the military veterans by the Berwyn Community Relations Commission.

Please join me in acknowledging this young man for his desire, determination and efforts in assisting our veterans at a tender age of 5 years old.

Please accept this communication as informational.

Sincerely,

Rafael Avila
Alderman 7th Ward



J. Staff Reports



The City of BERWYN, Illinois Fire Department

DENIS O'HALLORAN, Fire Chief
788.788.2660 ext 3280

6700 West 26th Street * Berwyn, Illinois 60402-0701 *Fax 708.788.3039

January 19, 2012

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

From: Fire Chief Denis O'Halloran

RE: Recommendation for the Position of Assistant Fire Chief's Position with the Berwyn Fire Department

Honorable Mayor Lovero,

As you know Assistant Chief Richard Swade has announced his retirement with the City of Berwyn Fire Department after serving the City of Berwyn and the Citizens for twenty six years and six months. This has created a vacancy in the Assistant Chiefs rank effective February 2, 2012.

It is my strong recommendation, that Deputy Chief Sam Molinaro a twenty two year veteran of the Berwyn Fire Department be appointed to the rank of Assistant Chief of the Berwyn Fire Department effective February 2, 2012. Deputy Chief Molinaro has a Bachelor of Science degree in Fire Service Administration. Deputy Chief Molinaro is also certified by the Office of State Fire Marshal for Fire Prevention Officer. This position has been budgeted for and approved by Council.

Respectfully submitted,

**Denis O'Halloran
Fire Chief City of Berwyn**



5-2

BERWYN FIRE DEPARTMENT

6700 W. 26th Street • Berwyn, IL 60402-0701
708.788.2660 ext 3281
FAX 708.788.3039 • Emergency 9-1-1



Mayor Robert J. Lovero

Denis O'Halloran
Fire Chief

Richard Swade
Assistant Fire Chief

January 19, 2012

To: Mayor Robert Lovero
Members of City Council
From: Fire Chief Denis O'Halloran
Re: Informational purpose only.

Honorable Mention for members Lt. Ray Fron, Lt. John Diebold, Engineer Gary Pocic, James Farnsworth, Firefighters Fred Bazaldua, Mike Laureto, Marc Woltzen, Dan Ploskonka, and the remaining members of the Black shift 3rd Platoon for actions at a Fire 3642 S. Wesley Ave .

Honorable Mayor Lovero and Members of City Council,

On Wednesday morning December 21, 2011 at 06:00 am. the Berwyn Fire Department received a call for a report of a house fire with people trapped at 3642 Wesley ave. During the response our 911 telecommunication division relayed that there were people trapped in the attic. Engine 901 arrived on the scene along with Incident Command Deputy Chief Paul Gardner. At that time six people were on the north side of the roof waiting to be rescued. The alarm was escalated due to the large amount of fire and the rescues. Lt. Ray Fron directed his members to perform the rescue while he deployed the hose line to the rear of the building to begin the extinguishment of the fire which was now extending to the buildings to the north and south. Lt. Jay Diebold and his members also assisted in the removal of the six fire victims trapped on the roof.

I would also like to commend the Berwyn Police Department for there assistance in traffic control and evacuation of the buildings to the north and south which were also on fire at this time and interviewing of the victims along with assistance in the fire investigation. The 911 telecommunications division did an outstanding job keeping the fire department informed with information regarding the trapped victims. The Berwyn ESDA Units on scene assisted again in providing a warming bus for the

citizens that were evacuated and our Public Works department for assisting us in increasing the water pressure and pumping out the basement.

Our Fire Department paramedics that responded to the scene assisted in triaging the victims and assisting the first in engine by establishing a positive water source, which had a significant impact at this fire. In summary, without all the resources immediately available, the incident would have had a much less positive outcome.

I wish to again to thank the Mayor and City Council for supporting the Fire Department. The additional personnel that have been hired have done more than we could have imagined. Without the support of Mayor Robert Lovero and Members of City Council support with these departments giving us adequate staffing to respond in a professional fashion, outcomes such as this would not be possible.

Berwyn Fire Department Members that will be receiving Honorable mentions are as follows; Deputy Chief Gardner, Lt. Ray Fron, Lt. John Diebold, Lt. Dennis O'Leary, Acting Lt. Mike Lyons, Engineer Gary Pocic, Ron Stillmaker, James Farnsworth, Vince Citro, firefighters Derik Mijares, Fred Bazaldua, Mike Laureto, Brian Smith, Dave Warta, Jason Walker, firefighter/paramedics Marc Woltzen, Dan Ploskonka, Matthew Messina, Brendon O'Brien and Joseph Pentracosta.

My congratulations for a job well done, goes out to all involved in this outstanding team effort with good results for a job well done.

Respectfully submitted,



Fire Chief Denis O'Halloran



Demis O'Halloran
Fire Chief

Richard Sivade
Assistant Fire Chief

BERWYN FIRE DEPARTMENT

6700 W. 26th Street • Berwyn, IL 60402-0701

708.788.2660 ext 3281

Fax 708 788 3039 • Emergency 9-1-1



Mayor Robert J. Lovero

Date: January 17, 2012

From: Deputy Chief Paul Gardner Jr.

To: Chief O'Halloran

Subject: 3642 S Wesley House Fire with Rescues

On December 21st 2011, fire units were dispatched to a report of a rear porch on fire. While enroute, dispatch radioed responding units that people were trapped in the attic, and the rear porches were on fire. While still responding, fire was visible in the sky at approximately Ogden and Oak Park. The Still Alarm was immediately escalated to a Full Still Alarm.

While driving down 37th Street, I viewed the rear porches of a large bungalow with a second floor addition (attic apartments), totally involved in fire, Box Alarm 900 was requested immediately. Fire was from bottom to top of the porches with the fire thirty feet above the structure, and extending to the garage in the rear. Additionally, a two story apartment building to the north was starting on fire and the bungalow to the south was being impinged upon by the fire.

On arrival to the front of the building, it was seen that the occupants of the attic had escaped by way of an attic window on the north and were standing on the edge of the roof/gutter line on the side of the building. The six occupants on the roof were yelling "Get us off of here or we're jumping." Lieutenant of Quint 901 had already split his crew, two members being sent to perform ladder rescues while he pulled a 2 ½" hoseline for a fire attack on the rear.

Lieutenant of Truck 904 and two of his firefighters used their ground ladders and removed occupants from the roof line. While this was going on, Engine Companies 903 and 902 were in the process of fighting this major fire and fighting a fire that had already gained entry into the building to the north. With the team effort of the entire group on the scene and the help from the MABAS Mutual Aid Box Alarm System, the fire was held to the original building with some extension to the surrounding buildings.

I wish to also acknowledge the following for helping us at this fire along with the Mutual Aid Companies:

- *Dispatch* – Very good job notifying us of the situation we were going too, and helping me to get the right equipment to the scene.
- *ESDA* – Setting up the van for occupants, firefighter's rehab, and pumping water out the basement.
- *Public Works* – shutting water to the building off, and pumping water out of the basement with ESDA.

Mutual Aid Companies That Assisted

Box Alarm Companies:

Engines – Cicero, Stickney, Forest Park

Trucks – Stickney, Oak Park

Division 11 Chiefs (Cicero, Forest Park, North Riverside, Oak Park, River Forest, and Stickney

2nd Alarm Companies:

Engines – River Forest, Riverside, Lyons

Truck – Bedford Park (Snorkel)

EMS – Berwyn

Chiefs – Lyons, Bedford Park

Change of Quarters (fill-in for our Town) Forest View and Broadview Engines, Cicero and Summit ALS Ambulances.

Once again, the Incident Command System, along with our continued dedication to training, GREATLY impacted the positive outcome of our fires. Additionally, I cannot over emphasize how much the increased staffing levels have impacted the positive outcome of this fire, and the previous fires we have had. To have the staffing we have on our apparatus, impacts the ability to simultaneously rescue people, attack a fire and have safety measures in place immediately.

Crews were able to rescue six occupants from the roof while other crews were able to start attacking a major fire that was spreading fast. Our Fire Department EMS on scene was utilized to their full capability – triaging the victims and helping our first engine get a positive water source, which had a significant impact at this fire.

In summary, without all the resources immediately present, in my professional opinion, this incident would have had a much less positive outcome. It would not have been possible to do everything that was done, in the amount of time that it did get done at this incident.

I wish to thank all of you on the City Council for supporting the Fire Department. The additional personnel that have been hired have done more than we could have imagined. Thank you again.

It should also be noted that while this fire was being extinguished, Deputy Chief Molinaro and change of quarter companies – Broadview and Forest View – fought a fire in a basement that started in a clothes dryer.

Respectfully,



Deputy Chief Paul Gardner Jr.

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-3

A Century of Progress with Pride

January 24, 2012

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

Re: Ordinance establishing Regulations for Seasonal Decorations

Ladies and Gentlemen:

I am submitting the attached Ordinance for your consideration. This matter was referred to the Committee of Business License and Taxation and the Ordinance reflects the Committee's recommendations. The Law Department is requesting your concurrence in the approval of this Ordinance.

Respectfully Submitted,

Anthony T. Bertuca
Anthony T. Bertuca
City Attorney

ATB:kmc

THE CITY OF BERWYN

THE CITY OF BERWYN, ILLINOIS

ORDINANCE

NUMBER

**AN ORDINANCE AMENDING AND ADDING CHAPTER 691 TO THE
CODIFIED ORDINANCES OF THE CITY OF BERWYN TO REGULATE
SEASONAL DECORATIONS**

ROBERT J. LOVERO, Mayor

THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN

JEFFREY G. BOYAJIAN

MARGARET PAUL

MICHELE D. SKRYD

CESAR A. SANTOY

THEODORE J. POLASHEK

RAFAEL AVILA

NORA LAURETO

Aldermen

AN ORDINANCE ESTABLISHING AND ADDING CHAPTER 691 TO THE CODIFIED ORDINANCES OF THE CITY OF BERWYN TO REGULATE SEASONAL DECORATIONS

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 certain Rules and Regulations for the safety of the citizenry which have been amended from time to time; and

WHEREAS, the Corporate Authorities recognize that it has become necessary to regulate time limitations for the display of seasonal decoration;

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

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

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

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

- **SEASONAL DECORATIONS.**

- (a) Exterior items of a primarily decorative nature visible from the public right-of-way and associated with the celebration of seasonal events or holidays shall be displayed no earlier than sixty (60) days prior to, and removed no later than sixty (60) days after, the holiday.
- (b) A warning shall be issued for the first offense, and there shall be a period of thirty (30) days to comply with the stated regulations.
- (c) A citation may be issued for subsequent violations with a minimum penalty of Fifty Dollars (\$50.00) and no/100 for each violation.

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

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

INTENTIONALLY LEFT BLANK

ADOPTED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this ____ day of January 2012, 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 January _____, 2012.

Robert J. Lovero

MAYOR

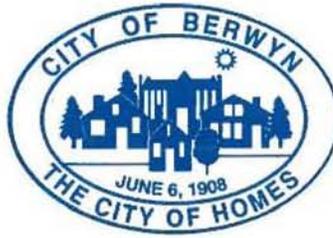
ATTEST:

Thomas J. Pavlik

CITY CLERK

The City of Berwyn

J-A



Evan K. Summers
Project Operations
Manager

A Century of Progress with Pride

January 24, 2011

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

Re: Property Use Agreement for Cermak Planters

Dear Mayor and Members of the City Council,

With the expiration of the Cermak TIF, Berwyn Main Street has asked to take temporary control of the planters in the corridor in order to manage the seasonal planting rotation on Cermak Road.

The attached agreement outlines the roles and responsibilities that Berwyn Main Street will take on as well as indemnifies the City of Berwyn. This agreement is scheduled to be reviewed and approved by Berwyn Main Street's board at their next meeting in February. I ask for your approval of the attached agreement.

Respectfully submitted for your consideration,

Evan K. Summers
Project Operations Manager

PROPERTY USE AGREEMENT

This is an Agreement between the City of Berwyn ("City") and Berwyn Main Street ("BMS") whereby the City will give the BMS the exclusive right to use certain on street planters located within the City to administer a portion of the seasonal planting program.

I. SPONSORSHIPS AND USE FEES

A. The City gives BMS the authority and the exclusive right to install and maintain plantings in certain designated planters owned by the City and the right to receive and use any revenues BMS can generate by sponsoring the planters ("Sponsorships") for whatever purpose BMS sees fit. In consideration, BMS will administer a seasonal planting program which will be in the best interest of the City. The locations of the planters which are subject to this Agreement are set forth on the map attached as **Exhibit A** ("Properties"). Generally, BMS will have the rights to the planters located along Cermak Road between Harlem Avenue and Lombard Avenue.

B. This Agreement shall expire on _____ ("Expiration Date") at which time BMS shall remove all plantings and return the planters to their original condition unless otherwise agreed by the City.

C. BMS shall tell all Sponsors, in writing, the Expiration Date and that the plantings will be removed on the Expiration Date. All relevant terms of this Agreement will apply during the removal of the plantings.

D. BMS will only sell Sponsorships to businesses and/or residents who maintain an office, facility or home physically located within the incorporated limits of the City.

E. BMS is solely responsible for their contracts with the Sponsors and Vendor and the City assumes no liability or obligation under those agreements.

F. The City has no responsibility to market the Sponsorships but may, at their sole discretion, offer BMS assistance in marketing the Sponsorships. The voluntary rendering of any such assistance by the City shall not place any marketing obligations upon the City.

G. BMS reserve the right to disallow the installation of any proposed sponsorship at BMS's sole discretion.

H. The City reserves the right to audit BMS's records and invoices relating to the sale of Sponsorships for any reason upon demand. BMS shall produce all records and invoices relating to the sale of Sponsorships within three (3) days notice by the City.

II. PLANTER SPECIFICATIONS

A. Twenty-nine (29) in-ground, permanent paver planters along Cermak Road between Harlem Avenue and Lombard Avenue.

- B. One hundred twenty-three (123) 32" round planters along Cermak Road between Harlem Avenue and Lombard Avenue.
- C. Eighty-seven (87) 20" round planters along Cermak Road between Harlem Avenue and Lombard Avenue.

III. INSTALLATION AND MAINTENANCE

- A. In order to maintain a competitive environment BMS will solicit and select bids from prospective contractors in a manner that is open, transparent and fair.
- B. BMS will install all plantings in a manner that is accordance with all local, state and federal laws.
- C. BMS will inform the City of its installation schedule at least seven (7) days prior to work being started. The City reserves the right to modify this schedule in the best interest of the City.
- D. BMS will provide all necessary maintenance and watering of the planters. Plantings will be kept up in a way that is colorful, pleasant and safe.
- E. BMS will not place any plantings in a manner that blocks the view of any regulatory sign or traffic signal, adversely interferes with traffic flow, hinders the line of sight of drivers or pedestrians or creates any other dangerous situation.

IV. GENERAL PROVISIONS

- A. **Liability.** The City does not assume any cost or liability relating to the marketing, printing, installation, replacement, maintenance or removal of the plantings.
- B. **Renewal Option.** At the end of this contract, BMS and City will have the option of renewing this Agreement for another similar period.
- C. **Execution.** Marketing, Sponsorships, production, printing, installation, replacement, maintenance and removal of the plantings are the sole responsibility of BMS.
- D. **Licensing, Bonding and Permits.** BMS will assure the hired Vendor is fully licensed and bonded and will acquire all pertinent permits as required pursuant to applicable governmental law.
- E. **Insurance.** BMS will assure Vendor will maintain in full force and effect, at Vendor's sale cost and expense, workers' compensation insurance policy in

statutory amounts and a comprehensive liability insurance policy with limits of no less than **One Million Dollars (\$1,000,000)** and will cause **BMS and the City** to be named as additional insureds thereon. Vendor will cause the insurer under the insurance policy to include an endorsement prohibiting the cancellation, non-renewal or material reduction in coverage thereof without thirty (30) days prior written notice to BMS and obtain on behalf of the City either a duplicate original or certified copy of the insurance policy or declaration page evidencing the requirements of this paragraph. Said policy shall be primary to, and non-contributory with, any similar insurance placed by or on behalf of BMS or City and shall include liability coverage that will respond to the indemnification provisions of this Agreement.

- F. **Warranty.** BMS warrant to the City that the Vendor is qualified and properly licensed to install, replace, maintain and remove the plantings and that the installation, replacement, maintenance and removal of the plantings will conform to the requirements of applicable governmental laws and regulations.
- G. **Disclaimer.** The City does not warrant to BMS that any of the Properties are structurally sound, safe, or free of defects. BMS agree that the installation, replacement, maintenance and removal of the plantings are entirely at the Vendor's own risk. BMS will assure the Vendor is wholly responsible for ensuring the safety of the agents and employees who install, replace, maintain or remove the plantings and Vendor is wholly responsible for any injuries to persons or property sustained as a result of the plantings or their installation, replacement, maintenance or removal.
- H. **Execution.** The City is relying on BMS to assure Vendor's substantial experience in performing the installation, replacement, maintenance and removal under this Agreement. Execution of this Agreement by BMS is a representation that BMS will visit all Properties, become familiar with the conditions under which installation, replacement, maintenance and removal will take place, and take all necessary precautions to ensure the safety of the public, Vendor's agents and employees, and the safe and secure installation and upkeep of plantings.
- I. **Competency of Vendor.** No Vendor may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Berwyn upon any debt or contract. Prior failure of a Vendor to perform faithfully on any previous contract or work for the City of Berwyn may be grounds for rejection. The Vendor must have not been suspended or debarred from doing business with the state and/or federal government. The Vendor, if requested shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents. Such

evidence shall be presented within a specified time and to the satisfaction of the City of Berwyn.

- J. **Default.** The occurrence of a breach hereafter described shall constitute a default ("Default") under this Agreement on the part of BMS. A breach is made in the performance of any of the other covenants or conditions which BMS are required to observe and to perform under this Agreement.
- K. **Remedies for Default.** Upon the occurrence of a Default by BMS, the City shall have all the remedies available at law and in equity, including, without limitation, the right to terminate this Agreement.
- L. **Clean-Up.** BMS will assure Vendor shall keep all Properties and surrounding areas free from accumulation of waste materials, rubbish and debris caused by the installation, replacement or maintenance of the plantings. Throughout any installation, replacement, maintenance or removal of any plantings, Vendor shall remove from and about the Property all waste materials, rubbish, debris, and other materials and leave the Property in the same condition as it was prior to the installation, replacement or maintenance. Vendor shall be solely responsible for the disposal of all debris and surplus material.
- M. **Indemnification.** BMS will assure Vendor agrees to defend, indemnify and hold the City, their legal representatives, heirs, successors and assigns harmless of, from and against any and all loss, claims, demands, losses, judgments, liabilities, damages, Liens, penalties, fees, fines, costs and expenses, including court costs and reasonable attorney's fees whether arising out of or relating to (a) Vendor's breach or default of any covenants, duties, obligations, representations or warranties under this Agreement, (b) negligence, and any other acts or omissions of Vendor, its agents and employees, (c) any injuries to person or property sustained by Vendor's employees or members of the general public in any way relating to the plantings or their installation, replacement, maintenance or removal; (d) violation of or failure to comply with governmental law, (e) violation of any collective bargaining agreement or employment contract; and, (f) any lawsuit, claim, dispute or charge arising out of any Sponsorship agreement between Vendor and any Sponsor.
- N. **Termination.** The City may, upon written notice to BMS, terminate this Agreement at will.
- O. **Notices.** All notices to be furnished hereunder shall be in writing and shall be sent via U.S. Mail, facsimile or by an overnight delivery service to the respective parties at the following addresses:

To the BMS: Dario Solano, Executive Director

6723 W. Cermak Road
Berwyn, IL 60402
Phone: (708) 484-8000

To the City: Robert J. Lovero, Mayor
6700 W. 26th St.
Berwyn, IL 60402
Phone: (708) 788-2660
Facsimile: (708) 788-2567

or as otherwise designated by the parties. Notices shall be deemed served when sent.

- P. **Prohibition of Assignment.** BMS may not assign this Agreement to any other party, excluding Vendor, without the written consent of the City.
- Q. **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by a written agreement specifically referencing this Agreement.
- R. **Illinois Law and Venue.** This Agreement will be governed and construed in accordance with Illinois law and any disputes in any way relating to this Agreement shall be heard before the Circuit Court of Cook County, Illinois.
- S. **Counterparts.** For convenience, this Agreement may be executed with facsimile/email signatures and/or in any number of counterparts, each of which shall be deemed an original and all of such counterparts when taken together shall constitute but one and the same document which shall be sufficiently evidenced by such executed counterparts.

BERWYN MAIN STREET

By: _____

Its: _____

Dated: _____

CITY OF BERWYN

By: _____

Its: _____

Dated: _____

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2701 S. Harlem Avenue
Berwyn, IL 60402-2140
(708) 795-8000
Fax (708) 795-8101
www.berwynlibrary.org

January 19, 2012

Re: Replacement of a Page position, 13-15 hours

Mayor Robert Lovero & Berwyn City Council
6700 W. 26th Street
Berwyn, IL 60402

Dear Mayor Lovero and members of the Berwyn City Council:

Please approve the replacement of a minimum wage position to fill a vacancy. The position is a replacement and budgeted in the 2011 and proposed 2012 library budgets. The job circular is attached.

Page (13-15 hours)

\$8.00 – 8.25

This position was held by Rebecca Novak. She wished to focus on her high school studies. The position was approved for rehire by the library board on January 16, 2012. 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

**Berwyn Public Library
Staff Vacancy**

| | |
|-----------------------|--|
| Position: | Page |
| Salary: | \$8.00-\$8.25 per hour |
| Schedule: | 13-15 hours per week, evenings, and weekends |
| 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 all library 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.

Applications are to be picked up and returned to the City of Berwyn
6700 West 26th Street, Berwyn IL 60402

THE CITY OF BERWYN IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, CREED, RELIGION, PLACE OF RESIDENCE OR DISABILITY

J-6



2701 S. Harlem Avenue
 Berwyn, IL 60402-2140
 (708) 795-8000
 Fax (708) 795-8101
 www.berwynlibrary.org

January 19, 2012

Mayor Robert Lovero & Berwyn City Council
 6700 W. 26th Street
 Berwyn, IL 60402

Dear Mayor Lovero and members of the Berwyn City Council:

Please approve the purchase of Mag/Boxes for storing our periodical collection. The library currently has closed stacks that require staff to pull magazines and newspapers. We would like to open our stacks to the public to enable browsing and increase our periodical circulation and usage. Monies from the 2011 Per Capita Grant were earmarked for this purpose and the check arrived in early December. Allocated money will pay for this purchase in full. We would like to use monies from this grant to pay for these simple containers to organize our open shelves. This product is unique in that they allow the magazines to be contained in a single unit. This patented product is the only one on the market and therefore qualifies as a sole source.

I have attached the quote from the company we have chosen. The Library Board of Trustees approved this purchase and vendor on January 16, 2012.

Thank you for your consideration of this request.
 Respectfully yours,

A handwritten signature in black ink, appearing to read 'Tammy Clausen', is written over the typed name below.

Tammy Clausen
 Library Director

branch products, inc.

PO Box 2217 Northbrook, IL
60065-2217

Ph: 847.291.3900 Fax: 847.291.3901

Estimate

| Date | Estimate # |
|----------|------------|
| 1/6/2012 | 230 |

| Customer Information |
|--|
| Berwyn Public Library 2701 S. Harlem Avenue Berwyn, IL 60402 |

| Item | Description | Qty | Rate | Total |
|--|---|-----|--------|-----------|
| 3521 | Standard magibox with built in divider | 200 | 34.99 | 6,998.00 |
| 3522 | Large magibox with built in divider | 16 | 45.99 | 735.84 |
| 3524 | Newspaper magibox with built in divider | 12 | 52.99 | 635.88 |
| 3525 | Small magibox | 4 | 24.99 | 99.96 |
| Freight and Deliv . | Delivery Charge | | 250.00 | 250.00 |
| <p>Thank you for your interest in magibox!</p> <p>To proceed with this order, please sign the Estimate and the attached Terms and Conditions and return them to our office with your purchase order if required. We accept Visa, Mastercard and Company Check.</p> | | | | |
| Total | | | | 58,719.68 |

Acceptance Signature _____

Date: _____

Tax Exempt # _____

3branch products, inc.

3Branch Products, Inc.
PO Box 2217
Northbrook, IL 60062

Date: November 1, 2011

To: Whom it may concern:

3branch products inc is the designer, fabricator and marketer of mag|box™ and StaknSpin™ products. These products are patented, made in the USA and are only available directly from 3branch products inc or a 3branch dealer. 3branch products inc owns the brands and the exclusive distribution rights for mag|box™ and StaknSpin™.

All specifications and ultimate purchases of mag|box™ and StaknSpin™ products must go through 3branch products inc, the creator and fabricator of the brands.

If you have any questions or would like any clarification on this matter, please contact Scott Fairbanks, owner of 3branch products inc and inventor of mag|box™ and StaknSpin™ products.

Sincerely Yours,

Scott Fairbanks
Owner – 3branch products inc.

The City of Berwyn

J-7



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

Date: January 18, 2012

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

Re: Recommendation to approve Pay Estimate #5 and Change Order #1 for the Chicago Master Meter Vault Rehabilitation.

Cerniglia Company was selected to complete the above mentioned project in March of 2011. They have completed all of the work originally associated with this project.

During the construction, there were several unforeseen items such as cracked vault lids, sewer relocation, additional structural walls for check valve vaults and other field revisions. These items along with the adjustment for constructed quantities, compared to the original estimate of quantities, resulted in a net addition of \$17,554.31 for the project. These variations from the original estimated quantities were identified by our resident engineer who provided construction observation and inspection. Frank Novotny & Associates, Inc. has provided the attached information regarding this change order and has initiated this change order request. Staff concurs with the recommendation of Frank Novotny & Associates, Inc. and recommends the City Council.

Recommended Actions:

Approve Pay Estimate #5 and Change Order #1 in the amount of \$17,554.31 for services provided outside the original contract.

This payment is the final payment to close the project.

Respectfully,

Robert Schiller
Director of Public Works



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

Civil Engineers/
Municipal Consultants

January 6, 2012

Mr. John Wysocki
Director of Finance
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

Re: **Chicago Meter Vault Rehabilitation
Engineer's Payment Estimate No. 5 & Final**

Dear John:

This letter is to certify that Cerniglia Company has satisfactorily furnished labor and materials in accordance with the terms of their Contract, and as outlined on the attached "Engineer's Payment Estimate No. 5 & Final".

| | |
|---|----------------------|
| Original Contract Award: | \$164,200.00 |
| Additional Work Orders: | \$ 17,791.85 |
| Deductions: | <u>\$ (4,955.00)</u> |
| | \$177,036.85 |
| Total Work Completed | \$177,036.85 |
| Less Payment Estimate Nos. 1-4 | (159,482.54) |
| TOTAL AMOUNT DUE THIS | ----- |
| PAYMENT ESTIMATE NO. 5 & FINAL | \$ 17,554.31 |

To date, the Contractor has completed all work in accordance with the Contract Specifications. Therefore, we hereby recommend a final payment of **\$17,554.31** to **Cerniglia Company, 3421 W. Lake Street, Melrose Park, IL 60160**, to be paid in accordance with the terms of their Contract. Also enclosed is a copy of the "Final Waiver of Lien" for the payment amount.

Also enclosed are two (2) copies of a "Request for Approval of Change in Plans". Please have the Mayor sign both copies, retain one copy for your records, and return one copy to our office.

Please call if you have any questions concerning this matter.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

John Fitzgerald, PE

JEF/kes
Enclosures

cc: Mr. Robert Schiller, Director of Public Works, w/Encl.
Cerniglia Company, w/Encl.
Project File No. 10187

PAYMENT ESTIMATE

OWNER: City of Berwyn
 PROJECT DESCRIPTION: Chicago Meter Vault Rehabilitation

PROJECT NO : 10187

PAYMENT TO: Cerniglia Company, 3421 W. Lake Street, Melrose Park, IL 60160

ESTIMATE NO.: 5 & Final FROM: November 4, 2011 TO: December 30, 2011

| Item No | Description | Awarded | | | Approved For Payment | | | | |
|--|---|---------|----------|----------------------|----------------------|-------|----------|--------------|----------------------|
| | | Unit | Quantity | Amount | Over | Under | Quantity | Unit Price | Amount |
| 1 | Chicago Meter Vault Rehabilitation, Complete | L SUM | 1 | \$147,600.00 | | | 1 | \$147,600.00 | \$ 147,600.00 |
| 2 | Special Waste Groundwater | GAL | 10000 | 5,000.00 | | 9910 | 90 | 0.50 | 45.00 |
| 3 | Special Waste Disposal | CU YD | 80 | 5,600.00 | | | 80 | 70.00 | 5,600.00 |
| 4 | Maintenance of Existing Traffic Signal Installation | EACH | 1 | 4,000.00 | | | 1 | 4,000.00 | 4,000.00 |
| 5 | Insurance Provisions - Complete | L SUM | 1 | 2,000.00 | | | 1 | 2,000.00 | 2,000.00 |
| ***APPROVED ADDITIONAL ITEMS*** | | | | | | | | | |
| | Neenah Foundry Hatches | L SUM | | | 1 | | 1 | 300.00 | 300.00 |
| | Hydrant Removal at Vault Site | L SUM | | | 1 | | 1 | 985.12 | 985.12 |
| | Sewer Removal and Replacement, 12" | L SUM | | | 1 | | 1 | 2,081.05 | 2,081.05 |
| | Wall Forms Replacement | L SUM | | | 1 | | 1 | 1,600.00 | 1,600.00 |
| | Sump Drain Replacement, Outside Vault | L SUM | | | 1 | | 1 | 2,800.00 | 2,800.00 |
| | Remove & Replace Check Valve Vault Top Slab | L SUM | | | 1 | | 1 | 4,794.40 | 4,794.40 |
| | Adjust Meter Vault Top Slab for Streetscape Project | L SUM | | | 1 | | 1 | 550.00 | 550.00 |
| | Additional Meter Vault Hatches for South Side Vault | L SUM | | | 1 | | 1 | 3,100.79 | 3,100.79 |
| | Additional Meter Vault Hatches for So. Side Valve Vault | L SUM | | | 1 | | 1 | 1,580.49 | 1,580.49 |
| TOTAL: | | | | \$ 164,200.00 | | | | | \$ 177,036.85 |

RECOMMENDED FOR PAYMENT BY:
 FRANK NOVOTNY & ASSOCIATES, INC.



BY: John E. Fitzgerald, P.E.

DATE: January 6, 2012

Total Value of Completed Work \$ 177,036.85
 Less 0% Retained \$ -
 Sub-Total \$ 177,036.85
 Less Payment Estimate Nos. 1-4 \$ 159,482.54
TOTAL THIS PAYMENT ESTIMATE NO. 5..... \$ 17,554.31
& FINAL

STATE OF ILLINOIS
COUNTY OF COOK

FINAL WAIVER OF LIEN

City # _____
Loan # _____

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by _____
City of Berwyn
to furnish _____
Meter Vault Rehabilitation Work
for the premises known as _____
Chicago Meter Vault Rehabilitation Work
of which _____
City of Berwyn is the owner.

THE undersigned, for and in consideration of _____
Seventeen Thousand, Five Hundred, Fifty-Four Dollars and Thirty-One Cents
(\$17,554.31) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect
to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
moneys, funds or other considerations due to or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery,
heretofore furnished or anytime hereafter, by the undersigned for the above-described premises, including extras*.

Date _____ January 4, 2012 Company Name: _____ Cerniglia Co
Address _____ 3421 Lake Street
Melrose Park, IL 60160

Signature and Title _____
Louis Napolitano Louis Napolitano, President

*Extras include but are not limited to change orders, both oral and written, to the contract

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
Louis Napolitano
President of the _____
Cerniglia Co
who is the contractor for the _____
Chicago Meter Vault Rehabilitation Work work on the
building located at _____
Austin Boulevard and Roosevelt Road
owned by _____
City of Berwyn

That the total amount of the contract including extras is \$ _____
\$177,036.85 on which he has received payment of
\$159,482.54 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering
into the construction thereof and the amount due to or to become due to each, and that the items mentioned include all labor and material required
to complete said work according to plans and specifications:

| NAMES | WHAT FOR | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|--------------|---------------------|---------------------|--------------------|-------------|
| DiNatale Construction Inc | concrete sub | \$23,650.00 | \$23,650.00 | | |
| Pinner Electric Co | electrical | \$17,800.00 | \$12,816.00 | \$4,984.00 | |
| Neenah Foundry Company | hatches | \$4,300.00 | \$4,300.00 | | |
| Mid American Sewer & Water | wm material | \$6,400.00 | \$6,400.00 | | |
| Cerniglia Co | general | \$124,886.85 | \$112,316.54 | \$12,570.31 | |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | \$177,036.85 | \$159,482.54 | \$17,554.31 | |

That there are no other contracts for said work outstanding, and that there is nothing due to or to become due to any person for material, labor
or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signature _____
Louis Napolitano Louis Napolitano, President

Subscribed and sworn to before me this _____
4th day of _____
January, 2012

Ralph Cimino Ralph Cimino
Notary Public

Replica of document as provided by Chicago Title Insurance Company
OFFICIAL SEAL
RALPH CIMINO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/24/2018

Request for Approval
of Change in Plans
Page 1 of 2

Date: January 6, 2012 County Cook

Request No. 1 Final Road District or Municipality Berwyn

Contractor: Cerniglia Company Section N/A

Address: 3421 W. Lake Street

Melrose Park, IL 60160 Project No.: 10187

I recommend that an addition
 extension be made to the above contract.
 deduction from

Between Station N/A and Station N/A a net length of N/A
 (Do not fill in unless a change in length is involved.)

The estimated quantities are shown below and the Contractor agrees to furnish the materials and do the work at the unit prices. Show station location for major items.

| Item No | Description | Awarded | | | As Constructed | | | | | | |
|---|---|---------|----------|---------------|----------------|-------|----------|--------------|--------------|--------------|------|
| | | Unit | Quantity | Amount | Over | Under | Quantity | Unit Price | Additions | Deductions | |
| 1 | Chicago Meter Vault Rehabilitation, Complete | L SUM | 1 | 147,600.00 | | | 1 | \$147,600.00 | | | |
| 2 | Special Waste Groundwater | GAL | 10000 | 5,000.00 | | 9910 | 90 | \$0.50 | | \$4,955.00 | |
| 3 | Special Waste Disposal | CU YD | 80 | 5,600.00 | | | 80 | \$70.00 | | | |
| 4 | Maintenance of Existing Traffic Signal Installation | EACH | 1 | 4,000.00 | | | 1 | \$4,000.00 | | | |
| 5 | Insurance Provisions - Complete | L SUM | 1 | 2,000.00 | | | 1 | \$2,000.00 | | | |
| ---APPROVED ADDITIONAL ITEMS--- | | | | | | | | | | | |
| | Neenah Foundry Hatches | L SUM | | | 1 | | 1 | \$300.00 | \$300.00 | | |
| | Hydrant Removal at Vault Site | L SUM | | | 1 | | 1 | \$985.12 | \$985.12 | | |
| | Sewer Removal and Replacement, 12" | L SUM | | | 1 | | 1 | \$2,081.05 | \$2,081.05 | | |
| | Wall Forms Replacement | L SUM | | | 1 | | 1 | \$1,800.00 | \$1,800.00 | | |
| | Sump Drain Replacement, Outside Vault | L SUM | | | 1 | | 1 | \$2,800.00 | \$2,800.00 | | |
| | Remove & Replace Check Valve Vault Top Slab | L SUM | | | 1 | | 1 | \$4,794.40 | \$4,794.40 | | |
| | Adjust Meter Vault Top Slab for Streetscape Project | L SUM | | | 1 | | 1 | \$550.00 | \$550.00 | | |
| | Additional Meter Vault Hatches for South Side Vault | L SUM | | | 1 | | 1 | \$3,100.79 | \$3,100.79 | | |
| | Additional Meter Vault Hatches for So. Side Valve Vault | L SUM | | | 1 | | 1 | \$1,580.49 | \$1,580.49 | | |
| | | | | \$ 164,200.00 | | | Totals: | | \$ 17,791.85 | \$ 4,955.00 | |
| Total net addition to date \$ 12,836.85 which is 7.82% of Contract price. | | | | | | | | Net Change: | | \$ 12,836.85 | \$ - |

Amount of original Contract: \$ 164,200.00
 Amount of previously adjusted Contract: _____
 Amount of adjusted/final Contract: \$ 177,036.85

addition

Total net deduction to date: \$ 12,836.85 which is 7.82% of Contract Price

State fully the nature and reason for the change:

Additional hatches on south vault, fire hydrant relocation, sump pump discharge replacement, modifications to top vault slab and adjustment for as-constructed quantities in comparison to Plan quantities.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

XX The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.

_____ The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.

_____ The undersigned determine that this change is in the best interest of the local agency and is authorized by law.

Signed:

Municipal Officer

Robert J. Lovero, Mayor
Title of Municipal Officer

Date



**Request for Approval
of Change in Plans**

Date: January 6, 2012 County Cook
 Request No. 1 Final Road District or Municipality Berwyn
 Contractor: Cerniglia Company Section N/A
 Address: 3421 W. Lake Street
Melrose Park, IL 60160 Project No.: 10187

I recommend that an addition
 extension be made to the above contract.
 deduction from

Between Station N/A and Station N/A a net length of N/A
 (Do not fill in unless a change in length is involved.)

The estimated quantities are shown below and the Contractor agrees to furnish the materials and do the work at the unit prices. Show station location for major items.

| Item No | Description | Awarded | | | As Constructed | | | | | |
|---|---|---------|----------|---------------|----------------|-------|----------|--------------|--------------|-------------------|
| | | Unit | Quantity | Amount | Over | Under | Quantity | Unit Price | Additions | Deductions |
| 1 | Chicago Meter Vault Rehabilitation, Complete | L SUM | 1 | 147,600.00 | | | 1 | \$147,600.00 | | |
| 2 | Special Waste Groundwater | GAL | 10000 | 5,000.00 | | 9910 | 90 | \$0.50 | | \$4,955.00 |
| 3 | Special Waste Disposal | CU YD | 80 | 5,600.00 | | | 80 | \$70.00 | | |
| 4 | Maintenance of Existing Traffic Signal Installation | EACH | 1 | 4,000.00 | | | 1 | \$4,000.00 | | |
| 5 | Insurance Provisions - Complete | L SUM | 1 | 2,000.00 | | | 1 | \$2,000.00 | | |
| ***APPROVED ADDITIONAL ITEMS*** | | | | | | | | | | |
| | Neenah Foundry Hatches | L SUM | | | 1 | | 1 | \$300.00 | \$300.00 | |
| | Hydrant Removal at Vault Site | L SUM | | | 1 | | 1 | \$985.12 | \$985.12 | |
| | Sewar Removal and Replacement, 12" | L SUM | | | 1 | | 1 | \$2,081.05 | \$2,081.05 | |
| | Wall Forms Replacement | L SUM | | | 1 | | 1 | \$1,800.00 | \$1,800.00 | |
| | Sump Drain Replacement, Outside Vault | L SUM | | | 1 | | 1 | \$2,800.00 | \$2,800.00 | |
| | Remove & Replace Check Valve Vault Top Slab | L SUM | | | 1 | | 1 | \$4,794.40 | \$4,794.40 | |
| | Adjust Meter Vault Top Slab for Streetscape Project | L SUM | | | 1 | | 1 | \$550.00 | \$550.00 | |
| | Additional Meter Vault Hatches for South Side Vault | L SUM | | | 1 | | 1 | \$3,100.79 | \$3,100.79 | |
| | Additional Meter Vault Hatches for So. Side Valve Vault | L SUM | | | 1 | | 1 | \$1,580.49 | \$1,580.49 | |
| | | | | \$ 164,200.00 | | | Totals: | | \$ 17,791.85 | \$ 4,955.00 |
| Total net addition to date \$ 12,836.85 which is 7.82% of Contract price. | | | | | | | | | Net Change: | \$ 12,836.85 \$ - |

Amount of original Contract: \$ 164,200.00
 Amount of previously adjusted Contract: _____
 Amount of adjusted/final Contract: \$ 177,036.85
 addition
 Total net deduction to date: \$ 12,836.85 which is 7.82% of Contract Price

State fully the nature and reason for the change:

Additional hatches on south vault, fire hydrant relocation, sump pump discharge replacement, modifications to top vault slab and adjustment for as-constructed quantities in comparison to Plan quantities.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- XX The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- _____ The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
- _____ The undersigned determine that this change is in the best interest of the local agency and is authorized by law.

Signed: _____

Municipal Officer

Robert J. Lovero, Mayor

Title of Municipal Officer

_____ Date



K. Consent Agenda

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

January 20, 2012

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

SUBJECT: Payroll January 18, 2012

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the January 24, 2012 meeting.

Payroll: January 18, 2012 in the amount of \$1,068,869.98.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

14-2

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

January 20, 2012

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

SUBJECT: Payables January 24, 2012 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the January 24, 2012 meeting.

Total Payables: January 24, 2012 in the amount of \$1,527,514.45.

Respectfully Submitted,

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

Nona N. Chapman
Budget Committee Chairman

CITY of BERWYN

Payment Register

From Payment Date: 1/21/2011 - To Payment Date: 1/25/2012

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|-------------------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 01 - General Cash | | | | | | | | | |
| <u>Check</u> | | | | | | | | | |
| 15804 | 01/10/2012 | Open | | | Accounts Payable | JNC Consulting, Inc. | \$2,700.00 | | |
| 15805 | 01/13/2012 | Open | | | Accounts Payable | Complete Plumbing Works | \$1,000.00 | | |
| 15806 | 01/25/2012 | Open | | | Accounts Payable | 19th Street Condo Association | \$120.00 | | |
| 15807 | 01/25/2012 | Open | | | Accounts Payable | 1st Source America | \$1,400.93 | | |
| 15808 | 01/25/2012 | Open | | | Accounts Payable | ABC Automotive Electronics | \$110.00 | | |
| 15809 | 01/25/2012 | Open | | | Accounts Payable | ADT Security Services | \$54.00 | | |
| 15810 | 01/25/2012 | Open | | | Accounts Payable | Adult Reading Round Table | \$60.00 | | |
| 15811 | 01/25/2012 | Open | | | Accounts Payable | Air One Equipment, Inc. | \$598.90 | | |
| 15812 | 01/25/2012 | Open | | | Accounts Payable | Airgas North Central | \$104.84 | | |
| 15813 | 01/25/2012 | Open | | | Accounts Payable | Airport Electric Company | \$81,052.29 | | |
| 15814 | 01/25/2012 | Open | | | Accounts Payable | Al Warren Oil Company | \$45,703.49 | | |
| 15815 | 01/25/2012 | Open | | | Accounts Payable | Alfredo & Maria DelCarmen Olivares | \$1,475.00 | | |
| 15816 | 01/25/2012 | Open | | | Accounts Payable | All Seasons Plumbing | \$1,000.00 | | |
| 15817 | 01/25/2012 | Open | | | Accounts Payable | All Tech Energy, Inc. | \$7,921.00 | | |
| 15818 | 01/25/2012 | Open | | | Accounts Payable | American Library Association | \$257.78 | | |
| 15819 | 01/25/2012 | Open | | | Accounts Payable | Ancel,Glink,Diamond,Bush,DiCianni & Kraftherfer,PC | \$2,447.41 | | |
| 15820 | 01/25/2012 | Open | | | Accounts Payable | Associated Tire and Battery | \$14.00 | | |
| 15821 | 01/25/2012 | Open | | | Accounts Payable | AT & T | \$2,874.75 | | |
| 15822 | 01/25/2012 | Open | | | Accounts Payable | AT & T | \$226.83 | | |
| 15823 | 01/25/2012 | Open | | | Accounts Payable | AT & T | \$27.43 | | |
| 15824 | 01/25/2012 | Open | | | Accounts Payable | AT & T | \$1,651.12 | | |
| 15825 | 01/25/2012 | Open | | | Accounts Payable | AT & T Global Services, Inc. | \$52.50 | | |
| 15826 | 01/25/2012 | Open | | | Accounts Payable | AT & T Internet Services | \$947.00 | | |
| 15827 | 01/25/2012 | Open | | | Accounts Payable | B. Davids Landscaping | \$585.00 | | |
| 15828 | 01/25/2012 | Open | | | Accounts Payable | Baker & Taylor Entertainment, Inc. | \$1,257.23 | | |
| 15829 | 01/25/2012 | Open | | | Accounts Payable | Banc of America, Public Capital Corporation | \$2,741.93 | | |
| 15830 | 01/25/2012 | Open | | | Accounts Payable | Barge Terminal & Trucking | \$1,763.77 | | |
| 15831 | 01/25/2012 | Open | | | Accounts Payable | BC Property Partners,LLC | \$1,475.00 | | |
| 15832 | 01/25/2012 | Open | | | Accounts Payable | Benjamin N. Smogolski | \$113.50 | | |
| 15833 | 01/25/2012 | Open | | | Accounts Payable | Blackstone Audiobooks | \$149.00 | | |
| 15834 | 01/25/2012 | Open | | | Accounts Payable | Bluders Tree Service & Landscaping | \$2,100.00 | | |
| 15835 | 01/25/2012 | Open | | | Accounts Payable | Bradford Systems Corporation | \$1,200.00 | | |
| 15836 | 01/25/2012 | Open | | | Accounts Payable | Brendan Gray | \$60.00 | | |
| 15837 | 01/25/2012 | Open | | | Accounts Payable | Brian Marquardt | \$4,496.07 | | |
| 15838 | 01/25/2012 | Open | | | Accounts Payable | Capri Ristorante- Berwyn | \$50,000.00 | | |
| 15839 | 01/25/2012 | Open | | | Accounts Payable | Cassidy Tire | \$126.50 | | |
| 15840 | 01/25/2012 | Open | | | Accounts Payable | Cermak Animal Clinic | \$80.00 | | |
| 15841 | 01/25/2012 | Open | | | Accounts Payable | Cesar A. Santoy | \$1,690.41 | | |
| 15842 | 01/25/2012 | Open | | | Accounts Payable | Chicagoland Remodeling | \$3,689.00 | | |
| 15843 | 01/25/2012 | Open | | | Accounts Payable | Chromate Corporation | \$499.94 | | |
| 15844 | 01/25/2012 | Open | | | Accounts Payable | Citadel | \$180.00 | | |
| 15845 | 01/25/2012 | Open | | | Accounts Payable | ComEd | \$491.31 | | |
| 15846 | 01/25/2012 | Open | | | Accounts Payable | ComEd | \$16,027.16 | | |
| 15847 | 01/25/2012 | Open | | | Accounts Payable | Constellation New Energy, Inc. | \$6,100.73 | | |
| 15848 | 01/25/2012 | Open | | | Accounts Payable | Critical Reach | \$785.00 | | |
| 15849 | 01/25/2012 | Open | | | Accounts Payable | Del Galdo Law Group, LLC | \$3,691.27 | | |

Payment Register

From Payment Date: 1/21/2011 - To Payment Date: 1/25/2012

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|---|-----------------------|----------------------|------------|
| 15850 | 01/25/2012 | Open | | | Accounts Payable | Dell Marketing, LP | \$2,858.89 | | |
| 15851 | 01/25/2012 | Open | | | Accounts Payable | Dell Marketing, LP | \$73.75 | | |
| 15852 | 01/25/2012 | Open | | | Accounts Payable | Depot District Development, LLC | \$5,600.00 | | |
| 15853 | 01/25/2012 | Open | | | Accounts Payable | Diamond Graphics, Inc. | \$2,987.00 | | |
| 15854 | 01/25/2012 | Open | | | Accounts Payable | Doza Builders, LTD | \$925.00 | | |
| 15855 | 01/25/2012 | Open | | | Accounts Payable | Dr. J. K. Patel | \$4,295.00 | | |
| 15856 | 01/25/2012 | Open | | | Accounts Payable | DVA.com | \$32.48 | | |
| 15857 | 01/25/2012 | Open | | | Accounts Payable | Easyp permit Postage | \$190.00 | | |
| 15858 | 01/25/2012 | Open | | | Accounts Payable | Edmund P. Wanderling | \$724.25 | | |
| 15859 | 01/25/2012 | Open | | | Accounts Payable | Empire Cooler Service, Inc. | \$92.00 | | |
| 15860 | 01/25/2012 | Open | | | Accounts Payable | Evanced Solutions | \$1,300.00 | | |
| 15861 | 01/25/2012 | Open | | | Accounts Payable | Federal Express Corporation | \$155.28 | | |
| 15862 | 01/25/2012 | Open | | | Accounts Payable | Federal Rent-a-Fence, Inc. | \$72.00 | | |
| 15863 | 01/25/2012 | Open | | | Accounts Payable | Federal Signal Corp. | \$16,165.00 | | |
| 15864 | 01/25/2012 | Open | | | Accounts Payable | Felco Vending, Inc. | \$132.50 | | |
| 15865 | 01/25/2012 | Open | | | Accounts Payable | Fire Safety Consultants, Inc. | \$865.00 | | |
| 15866 | 01/25/2012 | Open | | | Accounts Payable | Flash Electric Company | \$1,725.00 | | |
| 15867 | 01/25/2012 | Open | | | Accounts Payable | FleetPride Truck & Trailer Parts | \$205.15 | | |
| 15868 | 01/25/2012 | Open | | | Accounts Payable | Folgers Flag & Decorating, Inc. | \$4,390.00 | | |
| 15869 | 01/25/2012 | Open | | | Accounts Payable | Freeway Ford Truck Sales, Inc. | \$231.35 | | |
| 15870 | 01/25/2012 | Open | | | Accounts Payable | Fuhrmann Engineering, Inc. | \$3,088.00 | | |
| 15871 | 01/25/2012 | Open | | | Accounts Payable | Gabriel Sales | \$25.38 | | |
| 15872 | 01/25/2012 | Open | | | Accounts Payable | GALE | \$286.45 | | |
| 15873 | 01/25/2012 | Open | | | Accounts Payable | Gisela Baumanis | \$250.00 | | |
| 15874 | 01/25/2012 | Open | | | Accounts Payable | Goldstine,Skrodzki,Russian,Nemec & Hoff, LTD. | \$5,342.70 | | |
| 15875 | 01/25/2012 | Open | | | Accounts Payable | Government Finance Officers Association | \$595.00 | | |
| 15876 | 01/25/2012 | Open | | | Accounts Payable | Grainger | \$248.48 | | |
| 15877 | 01/25/2012 | Open | | | Accounts Payable | Grey House Publishing | \$424.05 | | |
| 15878 | 01/25/2012 | Open | | | Accounts Payable | Gurtner Plumbing, Inc. | \$125.00 | | |
| 15879 | 01/25/2012 | Open | | | Accounts Payable | H. J. Mohr & Sons Company | \$430.00 | | |
| 15880 | 01/25/2012 | Open | | | Accounts Payable | Hansen Door | \$114.00 | | |
| 15881 | 01/25/2012 | Open | | | Accounts Payable | Harvey Place Condo Association | \$265.43 | | |
| 15882 | 01/25/2012 | Open | | | Accounts Payable | HD Supply Waterworks, LTD | \$4,106.70 | | |
| 15883 | 01/25/2012 | Open | | | Accounts Payable | Hinckley Springs | \$32.32 | | |
| 15884 | 01/25/2012 | Open | | | Accounts Payable | Home Depot Credit Services | \$265.30 | | |
| 15885 | 01/25/2012 | Open | | | Accounts Payable | ILLINOIS ASSOCIATION OF CHIEFS OF POLICE | \$374.50 | | |
| 15886 | 01/25/2012 | Open | | | Accounts Payable | Illinois Association of Park Districts | \$839.00 | | |
| 15887 | 01/25/2012 | Open | | | Accounts Payable | Illinois Association of Property & Evidence Mgrs. | \$1,400.00 | | |
| 15888 | 01/25/2012 | Open | | | Accounts Payable | Illinois Fire Chiefs Association | \$550.00 | | |
| 15889 | 01/25/2012 | Open | | | Accounts Payable | Industrial Organizational Solutions, Inc. | \$690.00 | | |
| 15890 | 01/25/2012 | Open | | | Accounts Payable | Ingram Library Services | \$276.91 | | |
| 15891 | 01/25/2012 | Open | | | Accounts Payable | Intelligent Solutions, Inc. | \$4,572.00 | | |
| 15892 | 01/25/2012 | Open | | | Accounts Payable | Irfan M. Moten | \$1,475.00 | | |
| 15893 | 01/25/2012 | Open | | | Accounts Payable | Jack's Rental, Inc. | \$3,432.04 | | |
| 15894 | 01/25/2012 | Open | | | Accounts Payable | Jackie Warkentien | \$80.63 | | |

CITY of BERWYN

Payment Register

From Payment Date: 1/21/2011 - To Payment Date: 1/25/2012

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|---|-----------------------|----------------------|------------|
| 15895 | 01/25/2012 | Open | | | Accounts Payable | James Frank | \$109.36 | | |
| 15896 | 01/25/2012 | Open | | | Accounts Payable | JMLC | \$200.00 | | |
| 15897 | 01/25/2012 | Open | | | Accounts Payable | JNC Consulting, Inc. | \$10,050.00 | | |
| 15898 | 01/25/2012 | Open | | | Accounts Payable | John Tarullo | \$3,190.00 | | |
| 15899 | 01/25/2012 | Open | | | Accounts Payable | Juan C. Banegas | \$1,475.00 | | |
| 15900 | 01/25/2012 | Open | | | Accounts Payable | Julie, Inc. | \$3,366.46 | | |
| 15901 | 01/25/2012 | Open | | | Accounts Payable | Just Tires | \$143.70 | | |
| 15902 | 01/25/2012 | Open | | | Accounts Payable | kathleen M. Derel | \$1,475.00 | | |
| 15903 | 01/25/2012 | Open | | | Accounts Payable | Key Equipment Finance | \$4,552.80 | | |
| 15904 | 01/25/2012 | Open | | | Accounts Payable | Key Government Finance, Inc. | \$7,043.04 | | |
| 15905 | 01/25/2012 | Open | | | Accounts Payable | Keyth Technologies, Inc. | \$1,190.00 | | |
| 15906 | 01/25/2012 | Open | | | Accounts Payable | Kieft Bros., Inc. | \$1,375.00 | | |
| 15907 | 01/25/2012 | Open | | | Accounts Payable | Kovilic Construction Company, Inc. | \$52,878.63 | | |
| 15908 | 01/25/2012 | Open | | | Accounts Payable | Kris Coniglio | \$33.23 | | |
| 15909 | 01/25/2012 | Open | | | Accounts Payable | Lawndale News | \$1,054.40 | | |
| 15910 | 01/25/2012 | Open | | | Accounts Payable | Lexipol, LLC | \$3,462.50 | | |
| 15911 | 01/25/2012 | Open | | | Accounts Payable | LexisNexis | \$478.00 | | |
| 15912 | 01/25/2012 | Open | | | Accounts Payable | Luigi Gattuso | \$10,185.71 | | |
| 15913 | 01/25/2012 | Open | | | Accounts Payable | Lyons Tree Service, Inc. | \$5,730.00 | | |
| 15914 | 01/25/2012 | Open | | | Accounts Payable | M & M Window Cleaning Services | \$175.00 | | |
| 15915 | 01/25/2012 | Open | | | Accounts Payable | MacNeal Occupational Health Services | \$240.00 | | |
| 15916 | 01/25/2012 | Open | | | Accounts Payable | Martin-Aire Heating & Cooling, Inc. | \$2,154.00 | | |
| 15917 | 01/25/2012 | Open | | | Accounts Payable | McAdam Landscaping, Inc. | \$990.00 | | |
| 15918 | 01/25/2012 | Open | | | Accounts Payable | McCann industries, Inc. | \$950.52 | | |
| 15919 | 01/25/2012 | Open | | | Accounts Payable | McDonald Modular Solutions, Inc. | \$285.00 | | |
| 15920 | 01/25/2012 | Open | | | Accounts Payable | McDonough Mechanical Services, Inc. | \$1,702.42 | | |
| 15921 | 01/25/2012 | Open | | | Accounts Payable | Menards | \$59.56 | | |
| 15922 | 01/25/2012 | Open | | | Accounts Payable | Menards | \$17.86 | | |
| 15923 | 01/25/2012 | Open | | | Accounts Payable | Metro Clerking, Inc. | \$20.00 | | |
| 15924 | 01/25/2012 | Open | | | Accounts Payable | Metro Collision Service / Metro Garage, Inc. | \$50.00 | | |
| 15925 | 01/25/2012 | Open | | | Accounts Payable | Metro Motors | \$200.00 | | |
| 15926 | 01/25/2012 | Open | | | Accounts Payable | MG Construction | \$7,500.00 | | |
| 15927 | 01/25/2012 | Open | | | Accounts Payable | Midwest Tape | \$38.98 | | |
| 15928 | 01/25/2012 | Open | | | Accounts Payable | Miguel A. Santiago Consulting, Inc | \$5,000.00 | | |
| 15929 | 01/25/2012 | Open | | | Accounts Payable | Mike & Sons | \$7,218.35 | | |
| 15930 | 01/25/2012 | Open | | | Accounts Payable | Monroe Truck Equipment, Inc. | \$30.42 | | |
| 15931 | 01/25/2012 | Open | | | Accounts Payable | National Fire Protection Association | \$265.00 | | |
| 15932 | 01/25/2012 | Open | | | Accounts Payable | Nicor Gas | \$13,212.12 | | |
| 15933 | 01/25/2012 | Open | | | Accounts Payable | Nicor Gas | \$2,030.38 | | |
| 15934 | 01/25/2012 | Open | | | Accounts Payable | Nora Laureto | \$381.87 | | |
| 15935 | 01/25/2012 | Open | | | Accounts Payable | North Berwyn Park District | \$60,870.00 | | |
| 15936 | 01/25/2012 | Open | | | Accounts Payable | Odelson & Sterk, LTD | \$80,612.43 | | |
| 15937 | 01/25/2012 | Open | | | Accounts Payable | Office Depot | \$217.81 | | |
| 15938 | 01/25/2012 | Open | | | Accounts Payable | Office Equipment Sales | \$2,532.91 | | |
| 15939 | 01/25/2012 | Open | | | Accounts Payable | Oriental Trading Company | \$69.49 | | |
| 15940 | 01/25/2012 | Open | | | Accounts Payable | Otis Elevator Company | \$504.09 | | |
| 15941 | 01/25/2012 | Open | | | Accounts Payable | Overdrive | \$6,000.00 | | |
| 15942 | 01/25/2012 | Open | | | Accounts Payable | PACE Vanpool | \$400.00 | | |

CITY of BERWYN

Payment Register

From Payment Date: 1/21/2011 - To Payment Date: 1/25/2012

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|-----------------------------------|-----------------------|----------------------|------------|
| 15943 | 01/25/2012 | Open | | | Accounts Payable | Paradise 4 Paws | \$267.00 | | |
| 15944 | 01/25/2012 | Open | | | Accounts Payable | Patten Industries, Inc. | \$632.00 | | |
| 15945 | 01/25/2012 | Open | | | Accounts Payable | Pedro Carrillo Sanchez | \$1,475.00 | | |
| 15946 | 01/25/2012 | Open | | | Accounts Payable | Personal Home Safety | \$180.70 | | |
| 15947 | 01/25/2012 | Open | | | Accounts Payable | Pitney Bowes | \$2,313.00 | | |
| 15948 | 01/25/2012 | Open | | | Accounts Payable | Pitney Bowes | \$150.75 | | |
| 15949 | 01/25/2012 | Open | | | Accounts Payable | PNC Equipment Finance | \$9,372.02 | | |
| 15950 | 01/25/2012 | Open | | | Accounts Payable | Porter Lee Corporation | \$695.00 | | |
| 15951 | 01/25/2012 | Open | | | Accounts Payable | PROQUEST | \$1,170.00 | | |
| 15952 | 01/25/2012 | Open | | | Accounts Payable | Record Information Services | \$1,316.00 | | |
| 15953 | 01/25/2012 | Open | | | Accounts Payable | Richard C. Dahms | \$1,065.00 | | |
| 15954 | 01/25/2012 | Open | | | Accounts Payable | Robert E. Dwan | \$94.90 | | |
| 15955 | 01/25/2012 | Open | | | Accounts Payable | Robert R. Andreas & Sons | \$442.50 | | |
| 15956 | 01/25/2012 | Open | | | Accounts Payable | Romeoville Fire Academy | \$420.00 | | |
| 15957 | 01/25/2012 | Open | | | Accounts Payable | Roscoe Company | \$680.92 | | |
| 15958 | 01/25/2012 | Open | | | Accounts Payable | S-P-D- Incorporated | \$1,214.39 | | |
| 15959 | 01/25/2012 | Open | | | Accounts Payable | Saber-Tooth Computing | \$270.00 | | |
| 15960 | 01/25/2012 | Open | | | Accounts Payable | Sam's Club | \$540.46 | | |
| 15961 | 01/25/2012 | Open | | | Accounts Payable | Sam's Club | \$368.44 | | |
| 15962 | 01/25/2012 | Open | | | Accounts Payable | Simplex Grinnell | \$2,237.50 | | |
| 15963 | 01/25/2012 | Open | | | Accounts Payable | Snappy Convenience Center #12 | \$8.00 | | |
| 15964 | 01/25/2012 | Open | | | Accounts Payable | SPRING-GREEN | \$692.19 | | |
| 15965 | 01/25/2012 | Open | | | Accounts Payable | Sprint | \$1,148.01 | | |
| 15966 | 01/25/2012 | Open | | | Accounts Payable | Strictly Sewers | \$4,300.00 | | |
| 15967 | 01/25/2012 | Open | | | Accounts Payable | Suburban Laboratories, Inc. | \$600.00 | | |
| 15968 | 01/25/2012 | Open | | | Accounts Payable | Suburban Life Publications | \$946.66 | | |
| 15969 | 01/25/2012 | Open | | | Accounts Payable | T. A. Cummings, Jr. Company | \$152,189.00 | | |
| 15970 | 01/25/2012 | Open | | | Accounts Payable | Tantor Media | \$172.76 | | |
| 15971 | 01/25/2012 | Open | | | Accounts Payable | Tele-Tron Ace Hardware | \$1,124.49 | | |
| 15972 | 01/25/2012 | Open | | | Accounts Payable | Terra Engineering, LTD. | \$98,400.61 | | |
| 15973 | 01/25/2012 | Open | | | Accounts Payable | Texor World Fuel Services | \$560.97 | | |
| 15974 | 01/25/2012 | Open | | | Accounts Payable | The Elmwood Condo Association | \$455.18 | | |
| 15975 | 01/25/2012 | Open | | | Accounts Payable | Thyssenkrupp Elevator Corporation | \$1,089.70 | | |
| 15976 | 01/25/2012 | Open | | | Accounts Payable | Traffic Control & Protection Inc. | \$774.93 | | |
| 15977 | 01/25/2012 | Open | | | Accounts Payable | Treasurer, State of Illinois | \$210,761.97 | | |
| 15978 | 01/25/2012 | Open | | | Accounts Payable | Treasurer, State of Illinois | \$333,163.37 | | |
| 15979 | 01/25/2012 | Open | | | Accounts Payable | Tribune Media Group | \$200.00 | | |
| 15980 | 01/25/2012 | Open | | | Accounts Payable | Triple M Mechanical, Inc. | \$2,006.00 | | |
| 15981 | 01/25/2012 | Open | | | Accounts Payable | Truckpro - Chicago | \$552.53 | | |
| 15982 | 01/25/2012 | Open | | | Accounts Payable | U.S. Cellular | \$675.40 | | |
| 15983 | 01/25/2012 | Open | | | Accounts Payable | U.S. Postmaster | \$440.00 | | |
| 15984 | 01/25/2012 | Open | | | Accounts Payable | Unique Management Services, Inc. | \$465.40 | | |
| 15985 | 01/25/2012 | Open | | | Accounts Payable | Unique Plumbing | \$49,321.98 | | |
| 15986 | 01/25/2012 | Open | | | Accounts Payable | United Parcel Service | \$76.39 | | |
| 15987 | 01/25/2012 | Open | | | Accounts Payable | US Gas | \$309.60 | | |
| 15988 | 01/25/2012 | Open | | | Accounts Payable | USIC Locating Services, Inc. | \$1,317.50 | | |
| 15989 | 01/25/2012 | Open | | | Accounts Payable | Vermeer - Illinois, Inc. | \$16.84 | | |
| 15990 | 01/25/2012 | Open | | | Accounts Payable | Victory Out Reach | \$1,475.00 | | |
| 15991 | 01/25/2012 | Open | | | Accounts Payable | Walgreens Company | \$128.47 | | |
| 15992 | 01/25/2012 | Open | | | Accounts Payable | Waste Management | \$10,272.00 | | |

Payment Register

From Payment Date: 1/21/2011 - To Payment Date: 1/25/2012

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------------------------|------------|--------|-------------|----------------------------|------------------|-----------------------|-----------------------|----------------------|------------|
| 15993 | 01/25/2012 | Open | | | Accounts Payable | Weimer Machine | \$3,322.25 | | |
| 15994 | 01/25/2012 | Open | | | Accounts Payable | Widaman Signs | \$135.00 | | |
| 15995 | 01/25/2012 | Open | | | Accounts Payable | Zocklein & Associates | \$375.00 | | |
| Type Check Totals: | | | | | | | | | |
| 01 - General Cash Totals | | | | | | | | \$1,527,514.45 | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|------------|-----------------------|-------------------|
| | Open | 192 | \$1,527,514.45 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 192 | \$1,527,514.45 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|------------|-----------------------|-------------------|
| | Open | 192 | \$1,527,514.45 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 192 | \$1,527,514.45 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|------------|-----------------------|-------------------|
| | Open | 192 | \$1,527,514.45 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 192 | \$1,527,514.45 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|------------|-----------------------|-------------------|
| | Open | 192 | \$1,527,514.45 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 192 | \$1,527,514.45 | \$0.00 |

Robert J. Lovero
Mayor



Collections and
Licensing

K-3

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 749-8910
www.berwyn.il.gov

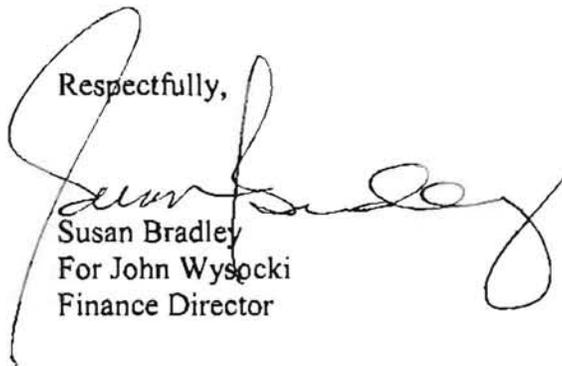
January 19, 2012

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

Dear Mayor and Council Members:

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

Respectfully,

A handwritten signature in black ink, appearing to read "Susan Bradley".

Susan Bradley
For John Wysocki
Finance Director

BERWYN BUSINESSES - LICENSED IN DECEMBER, 2011 (STOREFRONTS)

| <u>NAME</u> | <u>ADDRESS</u> | <u>CORP. NAME OR OWNERS NAME</u> | <u>COMMENTS</u> |
|-----------------------------------|-----------------------|---|------------------------------|
| Carniceria El Compa, Inc. | 6706 W. 16th Street | Gloria Moncada | Grocery Store (708) 788-5877 |
| Glen Lerner Injury Attorney, PLLC | 6808 W. 26th Street | Glen Lerner | Law Office (708) 222-2222 |

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

Page 1

| <u>NAME</u> | <u>ADDRESS</u> | <u>CORP. NAME OR OWNERS NAME</u> | <u>COMMENTS</u> |
|--------------------------------------|-------------------------------------|---|-------------------------------------|
| Capital Adjustments and Construction | One Westbrook Corp Ctr, Westchester | Capital Adjustment & Constr. | Contractor (General) (630) 985-0501 |

Application Review

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

Application Pending

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

Inspections Pending

| Business Name | Address | Last Update | Phone | ID # |
|--|-----------------|--------------------|----------------|-------------|
| <i>Antronio's Bar & Grill</i> 6317-19 W. Roosevelt Road | Berwyn IL 60402 | 2/9/2011 | (708) | 10764 |
| <i>Capri Ristorante of Berwyn</i> 6611 W. Roosevelt Rd. | Berwyn IL 60402 | 1/19/2012 | | 12980 |
| <i>Enterprise Rent -a- Car</i> 6301 W. Ogen Avenue | Berwyn IL 60402 | 9/29/2011 | (708) 749-2000 | 12778 |
| <i>EPM 12 th St. Co. dba Paparuzzi</i> 6907 W. Roosevelt Rd. | Berwyn IL 60402 | 12/28/2011 | (708) 795-9000 | 12906 |
| <i>Excalibur Tattoo Inc.</i> 2913 S. Harlem Avenue | Berwyn IL 60402 | 1/11/2012 | | 12971 |
| <i>Jessica Calek D.B.A. 22</i> 6910 W. Cermak Road | Berwyn IL 60402 | 12/21/2011 | | 12943 |
| <i>K ' Natural Inc.</i> 6610 W. Cermak Rd. | Berwyn IL 60402 | 6/9/2011 | (708) 788-7900 | 12533 |
| <i>Munoz Medical Center LLC</i> 3100 South Oak Park Avenue | Berwyn IL 60402 | 8/22/2011 | (708) 484-2600 | 12702 |
| <i>Pav Realtors</i> 6308 W. Cermak Road | Berwyn IL 60402 | 4/1/2011 | (708) 795-7100 | 10965 |
| <i>Roosevelt Bar Inc.</i> 7005 W. Roosevelt Road. | Berwyn IL 60402 | 11/1/2011 | (708) 393-2596 | 12725 |
| <i>Union Arms Company</i> 6340 W. 26th Street | Berwyn IL 60402 | 8/30/2010 | (708) 646-5605 | 12366 |
| Total Businesses | | | | 11 |

KA

The City of Berwyn



**Thomas J. Pavlik
City Clerk**

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2680 Fax: (708) 788-2587
www.berwyn-il.gov

January 20, 2012

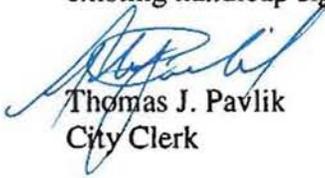
Honorable Mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request – Report No. 12-00148

Betty Gugora
3737 S. Clarence Ave.

Mayor and City Council Members:

I ask the Mayor and City Council Members to approve the transfer (in name only) of the existing handicap signs erected at the above residence.


Thomas J. Pavlik
City Clerk



Application Number

Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 12/29/2011
Officer: M. Raimondi #192

Applicant Name: Betty Gugora

Address: 3737 S. Clarence Ave, Berwyn, IL 60402

Telephone:

Nature of Disability:

Information

| | Yes | No | | 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"/> | Handicapped Plate | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Garage: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Handicapped Placard | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Driveway: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Wheelchair: | <input type="checkbox"/> | <input type="checkbox"/> |
| Off Street: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Walker / Cane: | <input type="checkbox"/> | <input type="checkbox"/> |
| On Street: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Oxygen: | <input type="checkbox"/> | <input type="checkbox"/> |

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

Report # 12-00148

Ward Alderman:

| | |
|-----------------------------|--------|
| Staff Recommendation | |
| Approved | Denied |

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

(paid before)

A Century of Progress with Pride

AFFIDAVIT FOR HANDICAPPED PARKING SIGN

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

BETTY GUGORA
(Name of Handicapped Applicant)

3737 So. CLARENCE
(Address)

(Name of caregiver, if applicable)

(Telephone Number)

(Illinois Handicapped License Plate Number)

4753 2011-12
(City Vehicle Sticker Number and Year)

N 24 3892
(Illinois License Plate Number)

BF 79588
(Illinois Handicap Placard Number)

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

Betty Gugora
(Signature of handicapped person or their legal guardian)

11-9-11
(Date)

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

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

(Physician's Signature)

11/9/11
(Date)

(Print Physician's Name, Address and Telephone Number)

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-00148

| | | |
|--|---|---------------------------|
| STATION COMPLAINT UCR 9041 (Applicant File) | DESCRIPTION Applicant File | INCIDENT # 12-00148 |
| REPORT TYPE Incident Report | RELATED CAD # C12-000620 | HOW RECEIVED Telephone |
| WHEN REPORTED 01/05/2012 07:57 | LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3737 S CLARENCE AV Berwyn, IL 60402 | |
| TIME OF OCCURRENCE 01/05/2012 07:57 | STATUS CODE | STATUS DATE |

| | | | | | | |
|------------------------------------|------------------|-------|-------------------------------------|----------------|-------|-----------------|
| INVOLVED ENTITIES | | | | | | |
| NAME | DOB | AGE | ADDRESS | | | |
| GUGORA, BETTY C | | | 3737 S Clarence AV Berwyn, IL 60402 | | | |
| SEX | RACE | HGT | WGT | HAIR | EYES | PHONE |
| F | White, Caucasian | 5' 3" | 150 | Brown | Hazel | |
| CLOTHING | | SID # | | DL # | | FBI # |
| | | | | G260 0633 7863 | | |
| UCR | | | TYPE | | | RELATED EVENT # |
| 9041 (Applicant File) - 0 count(s) | | | Reporting Party | | | |

| | | | | | |
|-------------------|-----------------|---------------|-------------|----------|-------|
| INVOLVED VEHICLES | | | | | |
| VEHICLE # | STATE | TYPE | INVOLVEMENT | | VIN # |
| N243892 | IL | Sedan, 4-door | | | |
| YEAR | MAKE | MODEL | COLOR | COMMENTS | |
| 2011 | Nissan | Murano | Gray | | |
| OWNER | Gugora, Betty A | | | | |

NARRATIVES
PRIMARY NARRATIVE

Betty Gugora, who resides at 3737 S. Clarence Ave, Berwyn, IL 60402, is requesting the handicapped parking signs in front of her residence to be transferred to her name. The signs were originally designated for her husband who passed away recently.

Mrs. Gugora suffers from . There is a garage on the premises, however, Mrs Gugora relates that her garage door does not function properly and it is easier for her to access the front entrance of her residence.

For the above listed reasons, this officer feels that this application should be considered for approval at this time.

| | | | |
|--|---------------|----------|--------|
| REPORTING OFFICER RAIMONDI, MARGO J | STAR # 192 | REVIEWER | STAR # |
|--|---------------|----------|--------|

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-00148

STATION COMPLAINT UCR
9011 (Applicant File)
REPORT TYPE
Incident Report
WHEN REPORTED
01/05/2012 07:57
TIME OF OCCURRENCE
01/05/2012 07:57

DESCRIPTION
Applicant File
RELATED CAD # C12-000620
DDT #
LOCATION OF OFFENSE (HOUSE NO., STREET NAME)
3737 S CLARENCE AV Berwyn, IL 60402
STATUS CODE

INCIDENT # 12-00148
HOW RECEIVED Telephone
STATUS DATE

ASSISTING OFFICERS

OFFICERS

STAR #

The City of Berwyn



Nora Laureto
8th Ward Alderman

A Century of Progress with Pride

8700 West 28th Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6408 Fax: (708) 788-2675
www.berwyn-il.gov

January 20, 2012

Honorable Mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request No. 784 – Mary Dudek
1408 S. Home Ave.

Mayor and City Council Members;

At this time I would like to overturn the investigating officer's recommendation in the attached handicap sign application to Approve the request.

Respectfully,

Nora Laureto
8th Ward Alderman

K-5

*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: January 4, 2012

RE: HANDICAPPED SIGN FOR: Mary Dudek # 784

**ATTACHED IS A REQUEST FOR A HANDICAPPED SIGN TO BE
ERECTED IN THE CITY OF BERWYN PARKWAY IN FRONT OF:**

1408 S. Home Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

CC: ALDERMAN

Laureto

| <u>SENT</u> | <u>REVIEWED BY</u> | <u>RET</u> | <u>COMMENTS</u> |
|-------------|--------------------|--------------------------|-----------------|
| _____ | Public Works | <input type="checkbox"/> | |
| _____ | Traffic Eng | <input type="checkbox"/> | |
| _____ | Alderman | <input type="checkbox"/> | |

Handicapped Space/Zone
Public Works Site Inspection

Application # 784

Public Works Director or Designee _____

Comments: _____

Meets Public Works Criteria:

Parking Space

Yes

No

X

Parking Zone

Yes

No

X

Date: 1/3/2012

Police Report # 11-15002

Handicapped Space/Zone
Traffic Engineer Site Inspection

Application # 784

Traffic Engineer or Designee

Nicole Campbell

Comments: Applicants vehicle and placard are registered out of city, house is for sale and applicant has a garage.

Meets Traffic Criteria for:

Parking Space

Yes

No

X

Parking Zone

Yes

No

X

Date: 1/3/2012

Police Report # 11-15002

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident #: 11-15002

| | | |
|-----------------------|--|--------------|
| STATION COMPLAINT UCR | DESCRIPTION | INCIDENT # |
| 9041 (Applicant File) | Applicant File | 11-15002 |
| REPORT TYPE | RELATED CAD # | HOW RECEIVED |
| Incident Report | C11-062844 | In Person |
| WHEN REPORTED | LOCATION OF OFFENSE (HOUSE NO., STREET NAME) | |
| 12/13/2011 11:32 | 1408 S HOME AV Berwyn, IL 60402 | |
| TIME OF OCCURRENCE | STATUS CODE | STATUS DATE |
| 12/13/2011 11:32 | | |

INVOLVED ENTITIES

| NAME | DOB | AGE | ADDRESS | PHONE | | |
|------------------------------------|------------------|-----------------|---------------------------------|-----------------|-------|-------|
| Dudek, Mary | | | 1408 S Home AV Berwyn, IL 60402 | | | |
| SEX | RACE | HGT | WGT | HAIR | EYES | PHONE |
| F | White, Caucasian | | | | | |
| CLOTHING | | RID # | DL # | | FBI # | |
| | | | | | | |
| UCR | | TYPE | | RELATED EVENT # | | |
| 9041 (Applicant File) - 0 count(s) | | Reporting Party | | | | |

INVOLVED VEHICLES

| VEHICLE # | STATE | TYPE | INVOLVEMENT | VIN # |
|-------------|-------|---------------|-------------|----------|
| 6912008 | IL | Sedan, 4-door | | |
| YEAR | MAKE | MODEL | COLOR | COMMENTS |
| 2006 | Ford | Faurus | Green | |
| OWNER | | | | |
| Dudek, Mary | | | | |

NARRATIVES

PRIMARY NARRATIVE

Mary Dudek, who resides at 1408 S. Home Ave. Berwyn, IL 60402, is requesting handicapped parking in front of her residence. Handicapped parking sign(s) #224 are currently in front of said residence, originally erected for Ms. Dudek's husband, who has since passed away. Ms. Dudek suffers from [redacted] has impaired walking ability, and frequently [redacted]. There is a garage on the premises, however, Ms. Dudek stated that it is currently used for storage. There are many stairs at the front entrance of the residence, therefore it is easier for Ms. Dudek to access the rear entrance, although she related that it is more convenient for her to walk to the rear entrance from the front, than it is from the garage.

The above residence has a "For Sale" sign in front, and Ms. Dudek's Handicapped Placard, vehicle and license are all registered to an address in Lockport, IL.

Mary Dudek meets the State and some of the City requirements for being handicapped.

For the above listed reasons, this officer feels that this application should be denied at this time.

| | | | |
|-------------------|--------|----------|--------|
| REPORTING OFFICER | STAR # | REVIEWER | STAR # |
| RAMONDL MARGOJ | 192 | | |

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 11-15002

STATION COMPLAINT DCR

9041 (Applicant File)

REPORT TYPE

Incident Report

WHEN REPORTED

12/13/2011 11:32

TIME OF OCCURRENCE

12/13/2011 11:32

ASSISTING OFFICERS

DESCRIPTION

Applicant File

RELATED CAD #

C11-062841

LOCATION OF OFFENSE (HOUSE NO., STREET NAME)

1108 S HOME AV Berwyn, IL 60402

STATUS CODE

INCIDENT #

11-15002

HOW RECEIVED

In Person

STATUS DATE

OFFICERS

STAR #



Application Number 784

Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From : Berwyn Police Department Community Service Division
Date : 12/13/2011
Officer: M. Raimondi #192

Applicant Name: Mary Dudek

Address: 1408 S. Home Ave, Berwyn, IL 60402

Telephone:

Nature of Disability:

Information

Doctor's Note/ Affidavit:

| | |
|-------------------------------------|--------------------------|
| Yes | No |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Interviewed:

| | |
|-------------------------------------|--------------------------|
| Yes | No |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Owner's Support Letter

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-------------------------------------|--------------------------|

Handicapped Plate

| | |
|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|-------------------------------------|

Garage:

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-------------------------------------|--------------------------|

Handicapped Placard

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-------------------------------------|--------------------------|

Driveway:

| | |
|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|-------------------------------------|

Wheelchair:

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|

Off Street:

| | |
|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|-------------------------------------|

Walker / Cane:

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|

On Street:

| | |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-------------------------------------|--------------------------|

Oxygen:

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|

Meets Police Dept Requirements

| | | |
|-------|--------------------------|-------------------------------------|
| Space | Yes | No |
| Zone | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |

Report # 11-15002

Ward Alderman:

Staff Recommendation
Approved Denied



THE CITY OF BERWYN, ILLINOIS

NOV 14 2011

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

MARY DUDEK (Name of Handicapped Person)

1408 HOME AVE (Address of Handicapped Person)

MARY DUDEK (Name of Applicant)

(Phone Number of Handicapped Person)

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.

Mary Dudek (Signature of Applicant)

NOV 14 2011 (Date)

PHYSICIANS STATEMENT PLEASE PRINT NATURE OF PATIENT'S HANDICAP

X

I, HEREBY CERTIFY THAT THE PHYSICAL CONDITION OF THE ABOVE NAMED "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR. 1-159.1 (Physically Handicapped Person - Every 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).

(Print - Name of Physician)

(Print - Address of Physician)

(Signature of Physician)

(Physicians Phone #) (Date)

Handicapped State Plate #

Vehicle Tag # Year FORD - 2006

Regular State Plate # G 91 2008

Handicap State Card # 9689 BE69559

YOU MUST HAVE A HANDICAP STATE PLATE OR CARD TO PARK YOUR VEHICLE IN A HANDICAPPED PARKING SPACE.

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

RENEWAL

Affidavit For Handicapped Parking Sign or Drop Off Zone

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

MARY DUDEK
(Name of Handicapped Applicant)

1408 HOME AVE
(Berwyn Address)

(Name of caregiver, or guardian if minor)

(Telephone /Cell Phone Number)

Is there a garage on the property? Yes / No

Off street parking available? Yes ___ No X

Are you the homeowner? Yes No

Driveway NO Carport NO

Vehicle Information

FORD - TAURUS
(Vehicle make and model)

GREEN - 2006
(Color / Year)

G912008
(Illinois License Plate Number)

9689
(City Vehicle Sticker Number and

(Illinois Handicapped Plate)

BE69559
(Illinois Permanent Handicap Placard Number)

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

Mary Dudek
(Signature of handicapped person or their legal guardian)

(Date)

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois

Robert J. Lovero
Mavor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Physician Form

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

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

Does the patient utilize any of the following? :

Walker _____ Wheel Chair _____ Cane _____ Oxygen _____

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

(Physician's Signature/Stamp)

11/1/11

(Date)

(Print Physician's Name)

(Address and Telephone Number)

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois



Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT

"Serving with Pride"



Chief of Police
James D. Ritz

2012 HANDICAPPED SIGN RENEWAL NOTICE

Our records indicate that you have a handicapped sign in front of your house.

To update our information, please fill out the enclosed renewal form. Your doctor will need to fill out the Physician's form and both must be returned along with a \$10 renewal fee to:

Berwyn Police Department

Parking Department

6401 W. 31st Street

Berwyn, IL 60402

Office hours are M-W-F 9a.m. – 5p.m.; T-TH 9a.m.-8p.m.

YOUR RENEWAL APPLICATION, PHYSICIAN'S FORM, AND \$10 RENEWAL FEE MUST BE RECEIVED BY NOVEMBER 15, 2011. FAILURE TO DO SO WILL RESULT IN YOUR SIGN BEING TAKEN DOWN.

Should you have any questions, please call Dorene at 708-795-2145

The City of Berwyn



**Thomas J. Pavlik
City Clerk**

A Century of Progress with Pride

8700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

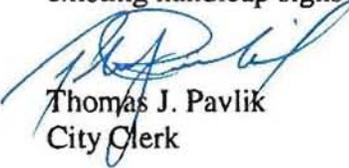
January 20, 2012

Honorable Mayor Robert J. Lovero and
Members of City Council

Re: Handicap Sign Request – Report No. 789 Joseph Talerico
1920 S. Oak Park Ave.

Mayor and City Council Members:

I ask the Mayor and City Council Members to approve the transfer (in name only) of the existing handicap signs erected at the above residence.


Thomas J. Pavlik
City Clerk



Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 12/28/2011
Officer: M. Raimondi #192

Applicant Name: Joseph Talerico

Address: 1920 S. Oak Park Ave, Berwyn, IL 60402

Telephone:

Nature of Disability:

Information

| | Yes | No |
|---------------------------|-------------------------------------|-------------------------------------|
| Doctor's Note/ Affidavit: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Owner's Support Letter | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Garage: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Driveway: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Off Street: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| On Street: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | Yes | No |
|---------------------|-------------------------------------|-------------------------------------|
| Interviewed: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Handicapped Plate | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Handicapped Placard | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Wheelchair: | <input type="checkbox"/> | <input type="checkbox"/> |
| Walker / Cane: | <input type="checkbox"/> | <input type="checkbox"/> |
| Oxygen: | <input type="checkbox"/> | <input type="checkbox"/> |

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

Report # 12-00357

Ward Alderman:

| | |
|-----------------------------|--------|
| Staff Recommendation | |
| Approved | Denied |

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-00357

| | | |
|-----------------------|--|--------------|
| STATION COMPLAINT UCR | DESCRIPTION | INCIDENT # |
| 9041 (Applicant File) | Applicant File | 12-00357 |
| REPORT TYPE | RELATED CAD # | DOT # |
| Incident Report | C12-001543 | |
| WHEN REPORTED | LOCATION OF OFFENSE (HOUSE NO., STREET NAME) | HOW RECEIVED |
| 01/10/2012 11:05 | 1920 S OAK PARK AV Berwyn, IL 60402 | In Person |
| TIME OF OCCURRENCE | STATUS CODE | STATUS DATE |
| 01/10/2012 11:05 | | |

INVOLVED ENTITIES

| | | | | |
|------------------------------------|------------------|-----------------|-------------------------------------|-------|
| NAME | DOB | AGE | ADDRESS | PHONE |
| TAI FRICO, JOSEPH | | | 1920 S OAK PARK AV BERWYN, IL 60402 | |
| SEX | RACE | HGT | WGT | HAIR |
| M | White, Caucasian | | | |
| CLOTHING | SD # | DL # | FBI # | |
| UCR | | TYPE | RELATED EVENT # | |
| 9041 (Applicant File) - 0 count(s) | | Reporting Party | | |

| | | | | |
|------------------------------------|------------------|-----------------|-------------------------------------|-------|
| NAME | DOB | AGE | ADDRESS | PHONE |
| Talerico, Mary | | | 1920 S OAK PARK AV BERWYN, IL 60402 | |
| SEX | RACE | HGT | WGT | HAIR |
| F | White, Caucasian | | | |
| CLOTHING | SD # | DL # | FBI # | |
| UCR | | TYPE | RELATED EVENT # | |
| 9041 (Applicant File) - 0 count(s) | | Reporting Party | | |

INVOLVED VEHICLES

| | | | | |
|----------------|-------|---------------|-------------|----------|
| VEH/PLATE # | STATE | TYPE | INVOLVEMENT | VIN # |
| AGD | IL | Sedan, 4-door | | |
| YEAR | MAKE | MODEL | COLOR | COMMENTS |
| 1997 | Ford | (unknown) | | |
| OWNER | | | | |
| Talerico, Mary | | | | |

NARRATIVES

PRIMARY NARRATIVE

Joseph Talerico, who resides at 1920 S. Oak Park Ave, Berwyn, IL 60402, is requesting the handicapped parking signs in front of his residence to be transferred to his name. The signs were originally designated for a family member from said address, who passed away recently.

Mr. Talerico suffers from [redacted] ne. There is a garage on the premises, however, it is occupied by the tenant's vehicles.

For the above listed reasons, this officer feels that this application should be considered for approval at this time.

| | | | |
|-------------------|--------|----------|--------|
| REPORTING OFFICER | STAR # | REVIEWER | STAR # |
| RAYMOND L MARGO I | 192 | | |

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-00357

STATION COMPLAINT UCR
9041 (Applicant File)
REPORT TYPE
Incident Report
WHEN REPORTED
01/10/2012 11:05
TIME OF OCCURRENCE
01/10/2012 11:05

DESCRIPTION
Applicant File
RELATED CAD #
C12-001543
LOCATION OF OFFENSE (HOUSE NO., STREET NAME)
1920 S OAK PARK AV Berwyn, IL 60402
STATUS CODE

INCIDENT #
12-00357
HOW RECEIVED
In Person
STATUS DATE

ASSISTING OFFICERS

OFFICERS

STAR #

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Form B
Owner Consent For Handicap Sign
Placement/Drop-off Zone

I Joseph TALERICO, owner/manager of the property at
1920 S. OAK PARK AVE., state as follows:

- 1) That ~~Joseph~~ ^{Joseph} TALERICO is a tenant at the above listed property.
- 2) That ~~Joseph~~ ^{Joseph} TALERICO has no access to any parking on the premises.
- 3) That if Joseph TALERICO is granted a handicapped sign or drop-off zone by the City of Berwyn, I have no objection to the placement of signs in front of this address.
- 4) I agree to notify the City of Berwyn if Joseph TALERICO no longer resides on the premises.

Joseph Talerico
Signature/Date

Name: Joseph TALERICO
Address: 1920 S. OAK PARK
Phone#: _____

Robert J. Lovero
Mavor



James D. Ritz
Chief of Police

A Century of Progress with Pride

Physician Form

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

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

Does the patient utilize any of the following? :

Walker _____ Wheel Chair _____ Cane _____ Oxygen _____

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

(Physician's Signature/Stamp)

12-5-11

(Date)

(Print Physician's Name)

(Address and Telephone Number)

Return the completed form to the Parking Division at the Berwyn Police Department
6401 West 31st Street, Berwyn, Illinois