



City of Berwyn

City Council Meeting

January 22, 2013

BERWYN CITY COUNCIL MEETING
JANUARY 22, 2013

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 1/8/13 – COW –1/8/13
- (D) BID OPENING–TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC-COMMERCIAL LOAN PROGRAM
 - 2. BDC-2nd AMENDMENT TO THE WORLD OF BEER REDEVELOPMENT AGREEMENT
 - 3. BDC-2013 INTEGRATED CITY MARKETING CAMPAIGN
 - 4. BDC-2013 BDC SPECIAL EVENT SCHEDULE
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. COMMUNITY RELATIONS COMMISSION VACANCIES
 - 2. 6535 STANLEY AVENUE-ORDINANCE AUTHORIZING PURCHASE
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
 - 1. UPDATING AND CODIFICATION OF ORDINANCES
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES, OTHER BOARDS AND COMMISSIONS
 - 1. CHAPMAN-BUDGET HEARINGS FOR 2013 BUDGET PROCESS-PUBLIC WORKS DEPARTMENT-1-10-13
 - 2. CHAPMAN-BUDGET HEARINGS FOR 2013 BUDGET PROCESS-POLICE AND FIRE COMMISSION-1-16-13
- (J) STAFF REPORTS
 - 1. PROJECT OPERATIONS MANAGER-ORDINANCE RE: CHINA CAT PRODUCTIONS, LLC-LEASE OF SPACE ON WATER TOWER
 - 2. CITY ATTORNEY-SETTLEMENT OF CASE# 11 WC 20086

BERWYN CITY COUNCIL MEETING
OCTOBER 23, 2012

3. CITY ATTORNEY-SETTLEMENT OF CASE# 12 WC 20682
4. IT DIRECTOR-REPLACEMENT OF NETWORK ADMINISTRATOR POSITION

(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-1/16/13 - \$1,073,575.67
2. BUDGET CHAIR-PAYABLES-1/22/13- \$1,489,155.22
3. SAINT ODILO ANNUAL SYMPHONY CONCERT AND STREET CLOSURE-1/27/13 1-6PM
4. HANDICAP SIGN-G. VAZQUEZ-2238 S. KENILWORTH-APPROVE
5. HANDICAP SIGN-A. PACHECCO-1634 WESLEY-APPROVE
6. HANDICAP SIGN-L. CHLAPECKA-2301 CLINTON-DENY
7. SOUTHTOWNSTAR-DOOR TO DOOR CANVASSING-1/28/13 TO 2/24/13

ITEMS SUBMITTED ON TIME 21



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.



- **Table of Contents**

BERWYN CITY COUNCIL MEETING
TABLE OF CONTENTS

ITEM(S)	PAGES
ROLL CALL	
A. Pledge of Allegiance – Moment of Silence	
B. <u>Open Forum</u> Topic must NOT be on the Agenda	
C. <u>Presentation of Previous Meeting Minutes for Approval</u>	
1. Minutes City Council –1/8/13	1- 2
2. Minutes Committee of Whole -1/8/13	1- 1
D. <u>Bid Opening – Tabulations</u>	
E. <u>Berwyn Development Corp-Berwyn Township/Health District</u>	
1. BDC-Commercial Loan Program	1- 3
2. BDC-2 nd Amendment to the World of Beer Redevelopment Agreement	1- 4
3. BDC-2013 Integrated City marketing Campaign	1- 1
4. BDC -2013 BDC Special Event Schedule	1- 1
F. <u>Reports and Communications from the Mayor</u>	
1. Community Relations Commission Vacancies	1- 1
2. 6535 Stanley Avenue-Ordinance Authorizing Purchase	1-30
G. <u>Reports and Communications from the City Clerk</u>	
1. Updating and Codification of Ordinances	1- 3
H. <u>Communications from (Zoning) Board of Appeals</u>	
I. <u>Reports and Communications from Aldermen, Committees, other Boards and Commissions</u>	
1. Chapman-Budget Hearings for 2013 Budget Process-Public Works Department-1/10/13	1- 2
2. Chapman-Budget Hearings for 2013 Budget Process-Police and Fire Commission-1/16/13	1- 2
J. <u>Staff Reports</u>	
1. Project operations Manager-Ordinance-China Cat Productions, LLC – Lease of Space on Water Tower	1-16
2. City Attorney- Settlement of Case # 11 WC 20086	1- 1
3. City Attorney-Settlement of Case # 12 WC 20682	1- 1
4. IT Director-Replacement of Network Administrator Position	1- 1
K. <u>Consent Agenda</u>	
1. Budget Chair-Payroll-1/16/13 - \$1,073,575.67	1- 1
2. Budget Chair-Payables-1/22/13 - \$1,489,155.22	1- 6
3. St. Odilo Annual Symphony Concert and Street Closure-1/27/13 1-6pm	1- 1
4. Handicap Sign-G. Vazquez-2238 S. Kenilworth-Approve	1-10
5. Handicap Sign-A. Pachecco-1634 Wesley-Approve	1- 9
6. Handicap Sign-L. Chlapecka-2301 Clinton-Deny	1- 6
7. Southtownstar-Door to Door Canvassing-1/28/13 to 2/24/13	1- 2

- 
- 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 8, 2013

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 family of the deceased Mrs. Rosaria Cimaglia, beloved grandmother of Kelly Cimaglia, Assistant to the City Attorney and Berwyn Police Cmdr. Michael Cimaglia 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. There being no speakers the open forum portion was declared closed.
4. The minutes of the Berwyn City Council meeting and the Committee of the Whole held on December 26, 2012 were submitted. Thereafter, Avila made a motion, seconded by Chapman, to concur and approve as submitted. The motion carried by a voice vote.
5. The Mayor submitted a communication regarding the City of Berwyn being recognized for Excellence in Financial Reporting. Thereafter Skryd made a motion, seconded by Boyajian, to accept as informational along with thanks to former Finance Director John Wysocki and Finance Director Dave Jelonek. The motion carried by a voice vote.
6. The Clerk submitted a communication requesting the approval of Closed Committee of the Whole minutes of October 23, 2012, November 13, 2012 and December 11, 2012. Thereafter, Chapman made motion, seconded by Skryd, to concur and approve as submitted. The motion carried with a voice vote.
7. The Public Works director submitted a communication requesting to amend the contract for the removal of Underground Storage Tanks to include concrete restoration. Thereafter, Boyajian made a motion, seconded by Polashek, to concur and approve for payment in an amount not to exceed \$20,790.00. The motion carried by a unanimous roll call vote.

**BERWYN CITY COUNCIL MINUTES
JANUARY 8, 2013**

8. The Consent agenda Items K-1 thru K-3 were submitted

K-1 Budget Chair-Payroll-1/2/13 \$1,067,512.44-Approved

K-2 Budget Chair-Payables-1/8/13 \$525,769.45-Approved

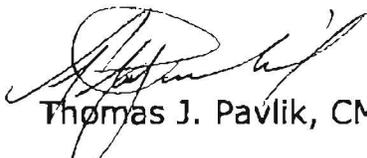
K-3 Collections and Licensing for December, 2012

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

9. Alderman Chapman: Budget Committee meeting as previously called for Monday January 10, 2013 at 4:00 p.m.

10. 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 8:04 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 8, 2013

1. Mayor Lovero called the Committee of the Whole to order at 7:05 p.m.; upon the call of the roll the following responded present: Chapman, Boyajian, Polashek, Avila, and Laureto. Absent: Paul, Skryd and Santoy.
2. Avila made a motion, seconded by Boyajian, to excuse Alderman Paul, Skryd and Santoy. The motion carried by a voice vote.
3. There being no business for the Open Committee of the Whole, the Mayor asked for a motion to go into Closed Session for real estate. Thereafter, Polashek made a motion, seconded by Boyajian, to close the Committee of the Whole at 7:05 p.m. The motion carried by a voice vote.

Note: Alderman Paul and Skryd present in closed session at 7:06 p.m.

4. A Motion was made in closed session to re-open the Committee of the Whole by Avila, seconded by Skryd, at 7:21 p.m. The motion carried by a voice vote.
5. A motion was made by Boyajian, seconded by Chapman, to adjourn the Committee of the Whole at 7:21 p.m. The 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 18, 2013

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

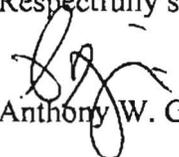
Re: Commercial Loan Program

Dear Mayor and City Council,

The commercial loan program is set-up by local Ordinance to have seven financial institutions in the program for a total pool of \$4,200,000 in funds plus the local fund which currently has assets totaling \$800,000. The terms with each financial institution in the program is a five-year note. The BDC administers and monitors the program; therefore, has worked on the renewal of a note with MB Financial with special legal counsel for the City of Tischler and Wald under the same terms as the expiring note.

The BDC is recommending approval of the renewed note so the Mayor can execute and finalize extending MB Financial's continuation in the Berwyn Commercial Loan program.

Respectfully submitted for your consideration,


Anthony W. Griffin

notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Certificate, and I personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated December 1, 2012.

CERTIFIED TO AND ATTESTED BY:

X _____
Robert J. Lovero, Mayor of The City of Berwyn

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



E-2

January 18, 2013

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

Re: 2nd Amendment to the World of Beer Redevelopment Agreement

Dear Mayor and City Council,

The developer for the World of Beer franchise is seeking consideration of the attached 2nd Amendment to the Redevelopment Agreement for the sale of the former bank building located at the southwest corner of Oak Park and Cermak. The development group, Imagine Properties, is seeking a time extension for the project. The need for the extension, per the developer, is due to continued unexpected delays on their current construction of a World of Beer unit within the Chicago region which opens the week of January 21st along with corporate approval of the construction drawings which are currently in draft format. Similar to the first extension, the proposed extension does come with a \$25,000 penalty if they fail to meet the revised timeline.

Respectfully submitted for your consideration,


Anthony W. Griffin

SECOND AMENDMENT TO REDEVELOPMENT
AND LAND ACQUISITION AGREEMENT

THIS SECOND AMENDMENT TO REDEVELOPMENT AND LAND ACQUISITION AGREEMENT (this "Amendment") is made and entered into as of the ____ day of January, 2013, by and between CITY OF BERWYN, an Illinois municipal corporation (the "City"), and IMAGINE PROPERTIES, LLC, an Illinois limited liability company (the "Developer").

WHEREAS, the City and the Developer are parties to that certain Redevelopment and Land Acquisition Agreement dated June 12, 2012 (the "Agreement"), which was amended by that certain First Amendment to Redevelopment Agreement between the parties dated October 23, 2012 (the "First Amendment"), that sets for the terms under which the City will convey to the Developer the property commonly known as "Berwyn National Bank Property" with a common address of 6801 West Cermak Road, Berwyn, Illinois (the "Property"); and

WHEREAS, the parties wish to further extend the period in which the Developer has to complete the plans and drawing and to commence construction, subject to the conditions and covenants set forth below.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and conditional hereinafter contained, the parties hereto agree as follows:

1. Preamble. The recitations hereinabove set forth in the preamble are hereby adopted by this reference and incorporated herein, the same as though set forth in full context.

2. Government Approval Period. Section II O. of the Agreement is hereby modified as follows:

a. Developer shall submit all necessary documents for Government Approval with the City on or before March 8, 2013.

b. The Government Approval Period shall be extended to March 22, 2013.

c. In consideration for the extension of the Government Approval Period, the Developer hereby agrees to deposit with the City of Berwyn \$25,000.00 ("2nd Extension Earnest Money") by wire transfer or cashier's check made payable to the City of Berwyn, the first \$10,000 payable within 48 hours of the City's execution of this Amendment and the remaining \$15,000 payable within 30 days of the City's execution of this Amendment, which Earnest Money shall immediately be returned to the Developer in the event the City is unable to close on the East Property. Failure by Developer to pay the Earnest Money as described above to the City shall be an automatic default under the Agreement. In the event the Developer fails to either submit all necessary and complete documents for Government Approval with the City on or before March 15, 2013, refuses to close on property or consummate the sale of the East Property by the East Property Closing Date, the 2nd Extension Earnest Money shall be forfeited to the benefit of the City and the Developer agrees to execute any and all documents

necessary to release the Earnest Money.

3. Conflict. To the extent that the provisions of the Agreement are inconsistent with the provisions of this Amendment, the provisions of this Amendment shall control.

4. Entire Agreement. The entire agreement of the parties as set forth in this Amendment, the First Amendment, and in the Agreement as amended hereby. No prior agreement or understanding with respect to the Agreement and this Amendment shall be valid or of any force or effect.

5. Terms of the Agreement Binding. All provisions of the Agreement and any previous Amendment not amended or modified by this Amendment shall be and remain in full force and effect.

6. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the respective meanings given such terms in the Agreement.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written above.

CITY:

CITY OF BERWYN

DEVELOPER:

IMAGINE PROPERTIES, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: Ted Mavrakis

Title: Manager



E-3

January 18, 2013

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

Re: 2013 Integrated City Marketing Campaign

Dear Mayor and City Council,

The BDC is seeking consideration of the 2013 Integrated City Marketing Program budget. The program is funded by the TIF districts and a budgeted marketing cost within the respective TIF budgets. The budget is the same as the 2012 budget. Steps in 2012 of going with additional social media in addition to print and radio marketing will be continued in 2013 along with the continued brand recognition of the iconic bull's-eye and color scheme. Our dealings with the real estate community show that this campaign continues to be one the most talked about programs.

Same as the previous program years, the BDC will oversee the logistical coordination of all activities relating to this program and would operate with a budget cap set at a maximum amount (\$80,000). Our recommendation at this time is to approve the 2013 Integrated City Marketing Campaign with a budget of \$80,000. This approval will allow the City to lock in prime real estate locations and begin the design services.

Respectfully submitted for you consideration,

A handwritten signature in black ink, appearing to read 'Anthony W. Griffin', is written over a faint, circular stamp or watermark.

Anthony W. Griffin



E-4

January 18, 2013

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

Re: 2013 BDC Special Event Schedule

Dear Mayor and City Council,

The Berwyn Development Corporation is requesting approval for their 2013 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., 4/20	12pm-6pm	Depot District
Depot District Clean Sweep Garage Sale	Sat., 6/8	8am-3pm	Municipal Parking Facility
Cruise Nite	Tues., 6/4	6pm-9pm	Windsor Ave.-Depot Area
Cruise Nite	Tues., 6/18	6pm-9pm	Windsor Ave.-Depot Area
Cruise Nite	Tues., 7/2	6pm-9pm	Windsor Ave.-Depot Area
Cruise Nite	Tues., 7/16	6pm-9pm	Windsor Ave.-Depot Area
Cruise Nite	Tues., 8/6	6pm-9pm	Windsor Ave.-Depot Area
Cruise Nite	Tues., 8/20	6pm-9pm	Windsor Ave.-Depot Area
Music in the Streets	Sun., 7/21	Noon-7pm	Grove between Stanley & 32nd
Rt. 66 Car Show	Sat., 9/7	10am-4pm	Ogden Avenue
Oktoberfest	Fri., 9/20	6pm-11pm	Depot Area
Oktoberfest	Sat., 9/21	12pm-11:00pm	Depot Area
Festival of Lights	Sat., 12/14	4pm-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.

Respectfully submitted for your consideration,


Anthony Griffin

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



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

The City of Berwyn



Robert J. Lovero
Mayor

F-1

A Century of Progress with Pride

January 22, 2013

Members of City Council

Re: Community Relations Commission Vacancies

Council Members:

Due to the repeated absences over the past three years of three members of the Community Relations Commission, I am looking to appoint three replacements to ensure better continuity. Please contact my office with any recommendations along with their contact information.

Respectfully,

Robert J. Lovero
Mayor

The City of Berwyn



Robert J. Lovero
Mayor

F-2

A Century of Progress with Pride

January 22, 2013

To: Members of City Council

Re: 6535 Stanley Ave.

I am seeking council's approval of the adoption of an ordinance allowing the purchase of 6535 Stanley Ave. I am also seeking authorization of the associated real estate contract. This building will provide both the Police Department and Public Works storage for vehicles and machinery.

I recommend the approval of the attached ordinance approving the contract to purchase 6535 W. Stanley Ave.

Respectfully,

Robert J. Lovero
Mayor

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL
PROPERTY LOCATED WITHIN THE CITY OF BERWYN, FOR THE CITY OF
BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.**

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

Nona Chapman
Jeffrey Boyajian
Margaret Paul
Michele Skryd
Cesar Santoy
Theodore Polashek
Rafael Avila
Nora Laureto
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on _____.

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6(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, to stimulate and induce redevelopment pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the “Act”) and to encourage municipal revitalization, after giving all notices and conducting all public hearings required by law, the City approved a redevelopment project and plan (collectively, the “Redevelopment Plan”); designated a redevelopment project area (the “Redevelopment Project Area”); and adopted tax increment financing for the Redevelopment Project Area; and

WHEREAS, there exists certain real property located at the address commonly known as 6535 West Stanley Avenue, Berwyn, Illinois 60402 (the “Property”), which Property is located within the Redevelopment Project Area and is currently for sale; and

WHEREAS, pursuant to Section 11-74.4-4(c) of the Act (65 ILCS 5/11-74.4-4(c)), the City is authorized to acquire by purchase, own and convey land and real property located within a redevelopment project area, in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project; and

WHEREAS, pursuant to Section 11-61-3 of the Illinois Municipal Code (65 ILCS 5/11 61 3), the corporate authorities of municipalities that have populations of less than one million

(1,000,000) inhabitants have the express power to purchase real estate for public purposes through contracts that provide for the consideration for such purchase to be paid through installments during a period of time not to exceed twenty (20) years; and

WHEREAS, with the foregoing in mind, the Mayor and City Council (collectively, the “Corporate Authorities”) desire to purchase the Property in an effort to reduce blight factors associated with the Redevelopment Project Area; and

WHEREAS, there exists a certain draft purchase and sale agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the general terms under which the City will purchase the Property but is subject to revisions due to ongoing negotiations between the parties; and

WHEREAS, the Corporate Authorities intend: (1) for the acquisition of the Property to have a positive impact on the community; (2) for the purchase of the Property to reduce blight factors and characteristics associated with the Redevelopment Project Area; and (3) for the redevelopment of the Property to: (a) prevent the Redevelopment Project Area from becoming a blighted area; (b) facilitate the redevelopment of the Redevelopment Project Area; (c) improve the environment of the City; (d) increase economic activity within the City; (e) promote and achieve the goals of the Redevelopment Plan; and (f) produce increased tax revenues for the various taxing districts authorized to levy taxes on the Property; and

WHEREAS, the Corporate Authorities have determined that it is advisable and necessary for the health, safety and welfare of the residents of the City to acquire the Property for the purpose of reducing blight and encouraging redevelopment in the Redevelopment Project Area; 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 City's legal counsel; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is in the best interests of City and its residents to enter into the Agreement; 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 fully herein.

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 enter into and approve the Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel, whereby the City will purchase the Property, which will further the objectives of the Redevelopment Plan and will otherwise promote the health, safety and welfare of the City and its inhabitants by eradicating blight, encouraging private development, enhancing the local tax base and increasing employment opportunities, and to further authorize the Mayor or his designee to take any and all steps necessary to effectuate the intent of this Ordinance

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 additional terms of the Agreement as needed and undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

Section 5. The City Council hereby authorizes and directs the Mayor or his designee to negotiate additional terms of the Agreement, and to ratify any and all previous acts taken to effectuate the intent of this Ordinance. The City Council authorizes and directs the Mayor or his designee to purchase the Property and execute a revised version of the Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel, and the City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Mayor shall keep the City Council reasonably apprised of any changes to the Agreement. The City Clerk is hereby authorized and directed to attest to and countersign any documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The City Clerk is also authorized and directed to affix the Seal of the City to such documentation as is deemed necessary. The City Clerk or his designee shall take all other actions required by law in connection with the transaction contemplated hereunder.

Section 6. The officers, employees and/or agents of the City shall 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 purchase of the Property. Any and all actions previously performed by officials, employees and/or agents of the City in connection with carrying out and consummating the transaction contemplated by this Ordinance are hereby authorized, approved and ratified by this reference.

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

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

_____ day of _____ 2013, 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 _____ day of _____ 2013.

Robert J. Lovero
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

EXHIBIT A

DRAFT

PURCHASE AND SALE AGREEMENT

By and Between

Central Federal Savings and Loan Association,

A National Corporation

Seller

and

City of Berwyn, Illinois,

An Illinois municipal corporation,

Purchaser

Dated: _____, 2013

DRAFT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and effective as of the Effective Date (defined below) by and between Central Federal Savings and Loan Association, a national corporation ("Seller") and the City of Berwyn, Illinois, an Illinois municipal corporation, or its nominee ("Purchaser"). Seller and Purchaser may, for convenience, be referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Seller is the fee simple owner of that certain real property consisting of approximately 15,000 square feet of land improved with an industrial building located at the address commonly known as 6535 W. Stanley Ave. Berwyn, Illinois, 60402, including all other improvements, buildings, structures, easements, rights-of-way and appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "Property"), which is legally described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Property in accordance with the terms, conditions, representations and warranties hereinafter set forth; and

NOW, THEREFORE, in consideration of the receipt of deposit of Ten and No/100 Dollars (\$10.00), the mutual covenants and promises herein contained, the respective undertakings of the Parties hereinafter set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, which includes all improvements, buildings, structures, easements, rights-of-way and appurtenances used in connection with the beneficial use and enjoyment of the Property.

DRAFT

2. Purchase Price. The purchase price of the Property shall be Two Hundred Sixty Thousand and No/100 U.S. Dollars (\$260,000.00) (the "Purchase Price"). The Purchase Price shall be paid via wire transfer, plus or minus prorations as stated herein. The payment of the Purchase Price shall be made as set forth below.
3. Closing.
 - (a) Closing Escrow. The closing of the transaction contemplated by this Agreement (herein referred to as the "Closing" or "Closing Date") shall be held no later than thirty (30) days after the close of the Due Diligence Period (as defined below), unless otherwise agreed to in writing, at a mutually agreeable title insurance company (the "Title Company"). 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 Title Company, on or before the Closing Date, in accordance with the general provisions of the usual form of Deed and Money "New York Style" Escrow Agreement (the "Escrow Agreement") then provided and used by the Title Company 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 and the Closing Escrow (or any additional or collateral escrows opened hereunder), the terms of this Agreement shall control.
 - (b) Conditions Precedent to Closing. Purchaser's obligation to close herein shall be specifically contingent on the full satisfaction of the following at or prior to the Closing: (i) this Agreement currently being in full force and effect and not being previously terminated by either party; (ii) Seller, or its authorized designee: (a) satisfying or otherwise extinguishing any existing debts, encumbrances, liens, obligations or other claims upon the Property; (b) satisfying all of its obligations and the other conditions set forth herein prior to the Closing; (iii) the representations and warranties of Seller contained herein being true in all material respects when made, and remaining true in all material respects on the Closing Date; and (iv) on the Purchaser's full satisfaction of the results of Phase I (as defined below), City approval and Purchaser obtaining financing on the terms

DRAFT

acceptable to the Purchaser. If Seller fails to meet the conditions precedent which are the obligation of Seller prior to or on the Closing Date, Purchaser shall have the full and unfettered right (with no recourse by Seller) to terminate this Agreement by issuing Seller a written termination letter at or prior to the Closing and have the Earnest Money (with all interest earned thereon) returned to Purchaser within five (5) standard Business Days thereafter.

4. Deliveries at Closing.

- (a) Seller's Deliveries. At the Closing, Seller shall deliver to the Title Company, as escrowee, or to Purchaser directly, the following documents and items, each in a form mutually agreed to by the Parties:
- (i) A several warranty deed (the "Deed") from Seller conveying to Purchaser the Property. The Deed shall be subject only to the Permitted Exceptions;
 - (ii) A Certificate of Non-Foreign Status of Seller as required by Section 1445 of the Internal Revenue Code (and any amendment thereto), which certifies that Seller is not a foreign transferor, in a form and substance reasonably satisfactory to Purchaser;
 - (iii) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy (as hereinafter defined) with extended coverage showing fee simple title vested in Purchaser and a standard form Affidavit of Title;
 - (iv) An ALTA Statement and a personal "Gap" undertaking, if required by the Title Company to effectuate a "New York Style" Closing;
 - (v) Four (4) original closing statements prepared by Seller in a manner which reflects the terms and conditions of this Agreement, as applicable, and otherwise in a form reasonably acceptable to Purchaser (the "Closing Statement");
 - (vi) Such proof of Seller's authority and authorization to enter into this transaction as may be required by the Title Company;
 - (vii) Possession (and use, as applicable) of the Property free of parties in possession, except as specifically set forth herein, and in the same

DRAFT

condition as of the Effective Date (excepting normal wear and tear and acts of the Purchaser or its agents or contractors);

(viii) An affidavit signed by an agent of Seller certifying, warranting and representing to the veracity and accuracy of the representations and warranties contained herein.

(b) Purchaser's Deliveries. At the Closing, Purchaser shall deliver to the Title Company, as escrowee, or to Seller directly, as Purchaser may elect, the following, each in a form mutually agreed to by the Parties:

(i) The balance of the Purchase Price, plus or minus prorations, in accordance with Section 2 above, plus Purchaser's share of the closing costs and all amounts due and payable at the time of closing for real estate taxes;

(ii) The ordinance approving the Purchaser's purchase of the Property and such proof of Purchaser's authority and authorization to enter into this transaction as may be required by the Title Company;

(iii) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy with extended coverage; and

(iv) An acknowledgment of Purchaser's acceptance of the Closing Statement.

(c) Mutual Deliveries. At the Closing, the Parties shall jointly deliver the following documents to the Title Company, as escrowee:

(i) State, county and municipal Transfer Tax Declarations; and

(ii) Any and all other documents reasonably required to effectuate the transaction contemplated herein.

(d) All documents or other deliveries required to be made by Purchaser or Seller 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 Purchaser and

DRAFT

Seller shall have been made, and all concurrent and other transactions shall have been consummated.

5. Allocation of Closing Costs and Expenses. Purchaser shall bear the cost of the following: (a) the Title Commitment (as defined below) and the Title Policy, including extended coverage charges, including any other endorsements specifically designated herein unless Seller elects to purchase to correct any Unpermitted Exceptions; (b) the cost to record any instruments to clear Seller's title; (c) one-half (1/2) of the costs for any escrows opened hereunder; and (d) one-half (1/2) of the cost of the "New York Style" closing fee; (e) one-half (1/2) the cost of any additional closing costs (f) the charges for any endorsements required by Purchaser (exclusive of those being paid by Seller pursuant to the terms of this Agreement); and (g) any recording fees with respect to the Deed. The cost of any state, county and municipal transfer taxes applicable to this transaction, if any, shall be paid for by Purchaser, and Purchaser shall comply with all requirements imposed by the City of Berwyn in connection with the transfer of the Property (including but not limited to the paid water bill, inspection certificate and City of Berwyn transfer stamps).

Seller shall bear the cost of the following: (a) one-half (1/2) the cost of any escrows opened hereunder; (b) one-half (1/2) of the cost of the "New York Style" closing fee; (c) one-half (1/2) the cost of any additional closing costs; and (d) the cost of any endorsements required to eliminate Unpermitted Title Exceptions.

6. Tax and Utility Prorations. Any *Ad valorem* real property taxes and assessments levied upon the Subject Property shall be prorated on a per diem basis between the Parties as of the day preceding the Closing Date based upon one hundred and ten percent (110%) of the most recent ascertainable full year's tax bill pertaining to the Subject Property, as applicable. Seller 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. Seller shall pay the utility provider the ascertainable amount due and owing regarding the utilities as

DRAFT

of the Closing and provide a copy of all such documents to Purchaser to ensure the payment of the same is made. The Parties shall cooperate to cause the transfer of the Subject Property's utility accounts from Seller to Purchaser. All prorations shall be deemed final.

7. Earnest Money; Cash Balance. Five (5) calendar days after the Effective Date, Purchaser shall deposit, as earnest money, by certified check or wire transfer, the amount of Five Thousand U.S. Dollars (\$5,000.00) (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) a mutually agreed upon real estate broker, 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 Purchaser and, except as specifically set forth herein to the contrary, all interest earned thereon shall accrue to the benefit of Purchaser. The Earnest Money shall be fully refundable to Purchaser in the event that Purchaser terminates the Agreement in writing pursuant to the terms of this Agreement. In the event that Purchaser 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 Seller in accordance with the terms of this Agreement. No such refund of the Earnest Money shall be made to Purchaser in

DRAFT

the event Purchaser has previously breached this Agreement and failed to cure such breach within the time permitted herein.

8. Cash Balance. The balance of the Purchase Price, plus or minus Purchaser's share of the closing costs, prorations and credits hereinafter provided for, shall be paid by Purchaser with a certified or cashier's check or by wire transfer at the Closing.

9. Title Insurance and Survey. At its sole cost and expense, Purchaser shall obtain:
 - (a) Title Commitment. The Title Company shall deliver to Purchaser (in accordance with the provisions set forth below) a commitment for an ALTA form 2006 Owner's Title Insurance Policy (the "Title Commitment") issued by the Title Company in the amount of the Purchase Price showing title to the Property in Seller. The Title Commitment shall be subject only to the five (5) general exceptions (collectively the "Permitted Exceptions").
 - (b) Recorded Encumbrances. Seller has previously delivered to Purchaser legible copies of all documents recorded against the title to the Property and commonly referred to as the "Schedule B Documents."
 - (c) Title Policy. As of the Closing Date, Seller shall cause the Title Company to issue to Purchaser its ALTA Form 2006 Owner's Title Insurance Policy with extended coverage to any other endorsements purchased by Purchaser (the "Title Policy") insuring the title of the Property in the amount of the Purchase Price. Purchaser's request for any title endorsements shall be at its sole cost and expense, and Purchaser's request for such endorsements shall not delay the Closing. The Title Policy shall evidence that no exceptions other than Permitted Exceptions and exceptions pertaining to acts of the Purchaser encumber the Property.
 - (d) Survey. Seller shall deliver to Purchaser an ALTA Survey made of the Property by an Illinois licensed surveyor with such endorsements and specifications as by required by the Purchaser within 10 days of the Effective Date. Seller shall have

DRAFT

no further obligation with respect to delivery of a survey to Purchaser (“the Survey”). The Purchaser shall ensure the Survey contains sufficient details and information to permit the Title company to provide extended coverage on the Title Policy.

10. Inspection Period.

- a) Inspection. For a period of the earlier of 60 days or 5 days after the receipt of a Phase I, defined below (the “Due Diligence Period”), Purchaser and its agents and representatives shall be entitled to conduct a comprehensive inspection as to the Property, which will include, but shall not be limited to, the rights to: (1) conduct (have conducted) a “Phase I” environmental inspection/audit of the Property; (2) enter on the Property to perform inspections and tests regarding the Property; (3) inspect all public matters relating to the Property; (4) make investigations with regard to zoning, environmental matters, building codes, and other legal requirements including, but not limited to, an environmental assessment; (5) make or obtain market studies and real estate analyses; and (6) analyze the financial feasibility of ownership of the Property. If Purchaser, in its sole and absolute discretion, determines that the results of any inspection, test, or examination do not meet Purchaser’s criteria for purchase, financing, or operation of the Property in the manner contemplated by Purchaser, or if the information disclosed does not otherwise meet Purchaser’s investment criteria or underwriting for any reason whatsoever, or if Purchaser, in its sole and absolute discretion, otherwise determines that the Property is unsatisfactory to it, then Purchaser may terminate this Agreement with no recourse by dispatching written notice to Seller, given not later than the last day of the Due Diligence Period.

DRAFT

Upon such termination, any Deposit made, together with all interest accrued thereon, shall be returned immediately to Purchaser and, except as otherwise provided in this Section, neither Party shall have any further liability to the other hereunder. In the event Purchaser fails to notify Seller of its intent to terminate this Agreement prior to the expiration of the Due Diligence Period, Purchaser's right to terminate this Agreement shall be waived and become null and void. Purchaser may freely waive its rights under this Paragraph of this Agreement or shorten the Due Diligence Period in its sole and absolute discretion. Neither Purchaser, 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 Purchaser at Purchaser's sole cost and expense. Purchaser agrees to indemnify Seller 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 Purchaser, or its agents, contractors, representatives and/or consultants, in connection with Purchaser's due diligence review. The foregoing obligation shall survive the Closing and any termination of this Agreement. To the extent that Purchaser intends to enter, or have its agents or representatives enter, the Property, Purchaser agrees to deliver evidence of liability insurance reasonably acceptable to Seller and naming Seller as an additional insured during the period of any inspection.

11. Intentionally Omitted.
12. Seller's Representations. The following constitute additional representations and warranties of Seller:

DRAFT

- (a) Seller's Authority. Seller has the legal power, right and authority to enter into this Agreement, to consummate the transaction contemplated hereby and to execute and deliver all documents and instruments to be delivered by Seller hereunder or has been so authorized and directed by the person(s) holding the actual power to do so. The individual(s) executing this Agreement on behalf of Seller has the unqualified legal power, right and actual authority to bind Seller to the terms and conditions of this Agreement. This Agreement and all agreements, instruments and documents herein provided to be executed by Seller are duly authorized, executed and delivered by and binding upon Seller in accordance with their terms. All requisite action has been taken or obtained by Seller in connection with entering into this Agreement and the consummation of the transaction contemplated hereby, or will be taken prior to the Closing Date;
- (b) No Conflict & Additional Information. The execution and delivery of and the consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, or result in the breach of any of the agreements or instruments to which Seller is now a party or by which the Property is bound, or to Seller's knowledge, any order, rule, or regulation of any court or other governmental agency or official. There are no facts material to the use and operation of the Property that Seller has not disclosed to Purchaser;
- (c) Bankruptcy Matters; Encumbrances; Foreclosure. Seller 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 substantially all of its assets, suffered the attachment or other judicial seizure of substantially all 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;
- (d) New Leases. Seller shall neither amend any Contracts, in any material respect, nor execute any new lease, license or other agreement affecting the ownership or operation of the Property or for the Personal Property without Purchaser's prior written approval;

DRAFT

- (e) New Contracts. Seller shall not amend any existing Contract or enter into any new contract with respect to the ownership and operation of the Property that will survive the Closing, or that would otherwise affect the use, operation or enjoyment of the Property after the Closing without Purchaser's prior written approval;
 - (f) Insurance. The insurance policies currently in effect with respect to the Property as of the Effective Date shall remain continuously in force through and including the Closing Date;
 - (g) Pre-Closing Expenses. Except as otherwise specifically provided in this Agreement and real estate taxes, Seller has paid all bills and invoices for labor, goods, materials and services ordered by Seller relating to the Property.
 - (h) Good Faith. 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 Seller;
 - (i) No Assignment. After the Effective Date and prior to the Closing, Seller shall not assign, alienate, lien, encumber or otherwise transfer all or any part of the Property or any interest therein; and
 - (j) Mutual Notification. Seller shall notify Purchaser promptly if Seller becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Seller untrue in any respect. Purchaser shall notify Seller promptly if Purchaser becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Seller untrue in any respect. Seller's representations and warranties set forth in the Agreement shall survive the Closing and the presentment and delivery of the Deed and shall not merge with the same.
13. Purchaser's Representations. The following constitute representations and covenants of Purchaser:
- (a) Purchaser's Authority. Purchaser has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to

DRAFT

execute and deliver all documents and instruments to be delivered by Purchaser hereunder. The individual(s) executing this Agreement on behalf of Purchaser has the unqualified legal power, right and actual authority to bind Purchaser to the terms and conditions of this Agreement. This Agreement and all agreements, instruments and documents herein provided to be executed by Purchaser are duly authorized, executed and delivered by and binding upon Purchaser in accordance with their terms. All requisite action has been taken or obtained by Purchaser in connection with entering into this Agreement and the consummation of the transaction contemplated hereby, or will be taken prior to the Closing Date;

- (b) Individual Authority. The individual(s) executing this Agreement on behalf of Purchaser have the legal power, right and actual authority to bind Purchaser to the terms and conditions of this Agreement;
- (c) Pre-Closing Expenses. The Seller agrees to pay all bills and invoices for labor, goods, materials and services ordered by Seller.
- (d) No Conflict. The execution and delivery of and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Purchaser is now a party, or to Purchaser's knowledge, any order, rule or regulation of any court or other governmental agency or official;
- (e) Bankruptcy Matters. Purchaser 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 substantially all of its assets, suffered the attachment or other judicial seizure of substantially all 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;
- (f) Mutual Notification. Purchaser shall notify Seller promptly if Purchaser becomes aware of any transaction, occurrence or other matter prior to the Closing Date which would make any of the representations or warranties of Purchaser untrue in

DRAFT

any material respect. Seller shall notify Purchaser promptly if Seller becomes aware of any transaction, occurrence or other matter prior to the Closing Date that would make any of the representations or warranties of Purchaser untrue in any material respect. All representations and warranties set forth hereunder shall survive the Closing and the delivery of the Deed and shall not merge with the same.

- (g) Good Faith. 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 Purchaser.

14. Intentionally Omitted.

15. Brokerage. Each Party warrants and represents to the other that it has not authorized any broker to act on its behalf in respect to the transactions contemplated hereby except Skydan Realty. In the event that any company, firm, broker, agent, commission salesperson or finder perfects a claim for a commission or finder's fee based upon a contract, dealings or communication with one of the Parties, the Party against whom the company, firm, broker, agent, commission salesperson or bases his claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other Party in defending against the same.

16. Default.

- (a) Any one of the following will constitute a default by Seller:
- (i) Seller's failure to deliver the Deed and other documentation at the Closing; or
 - (ii) Seller's material misrepresentation or breach of any representation or warranty (as such representations and warranties may be amended in writing by the Parties); or
 - (iii) Seller's failure to perform any of its obligations stated hereunder prior to the Closing.
- (b) Any one of the following acts will constitute an act of default by Purchaser:
- (i) Purchaser's failure to deliver the balance of the Purchase Price or any of the required documentation at the Closing; or

DRAFT

- (ii) Purchaser's material misrepresentation or breach of any representation or warranty (as such representations and warranties may be amended in writing by the Parties); or
- (iii) Purchaser's failure to perform any of its obligations stated hereunder.

17. Remedies.

- (a) In the event Seller defaults on or otherwise fails to comply with any of its obligations to be performed by Seller hereunder and Purchaser is not otherwise in default or breach of its obligations or conditions precedent hereunder, then Purchaser shall have the following remedies to enforce against Seller: (i) specific performance and/or (ii) the return of the Earnest Money. In the event that Purchaser seeks but is unable to obtain specific performance of this Agreement, then Purchaser may pursue recovery of all monetary damages against Seller as are available at law for breach of contract.
- (b) In the event Purchaser defaults on or otherwise fails to comply with any of its obligations to be performed by Purchaser hereunder on or prior to the Closing Date and: Seller is not otherwise in default or breach of its obligations hereunder; then Seller shall have the following remedies to enforce against Purchaser: (i) specific performance and/or (ii) payment of full amount of the Earnest Money . In the event that Seller seeks but is unable to obtain specific performance of this Agreement, then Seller may pursue recovery of all monetary damages against Purchaser as are available at law for breach of contract.

Neither Party may exercise any remedy herein provided unless five (5) Business Days have passed after delivery of written notice to cure from the non-defaulting Party and the defaulting Party has failed to cure said default

18. 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)

DRAFT

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) seven (7) 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.

Purchaser:

With a copy to:

Del Galdo Law Group, LLC

1441 S. Harlem Avenue

Berwyn, Illinois 60402

Attn: James M. Vasselli, Esq.

Tel: (708) 222-7000

Fax No. (708) 222-7001

Email: delgaldo@dlglawgroup.com &
vasselli@dlglawgroup.com

Seller:

With a copy to:

Notice of a change of address shall be given by written notice in the manner described in this Section. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a Party's attorney, which shall be effective for all purposes.

19. Attorneys' Fees. In the event that either Party shall bring an action or legal proceeding or assert a claim for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement set forth herein, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either Party, the prevailing Party shall be entitled to recover from the nonprevailing Party, as a part of such action, proceeding(s), or claim or in a separate

DRAFT

action brought for that purpose, reasonable attorneys' fees and costs and fees and costs for their staff, expert witness fees and court costs as may be fixed by the court or jury.

20. Condition of Property at Closing. At the Closing Seller shall deliver the Property to Purchaser in its current "as is, where-is" condition. Any items of personal property remaining at the Property as of the date prior to the Closing Date shall be considered surrendered and abandoned by Seller and shall be deemed rubbish and debris ("Debris") by Purchaser. Purchaser shall have the right to remove and dispose of all Debris and charge back the Seller for all removal and disposal expenses at a rate of 150% of the actual costs expended by Purchaser.
21. Miscellaneous. The Parties agree to the following terms and provisions:
- (a) This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters, if any, there being no other and additional or contrary oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof save the escrow agreements entered into as directed hereunder.
 - (b) Time is of the essence of this Agreement.
 - (c) Paragraph and section headings shall not be used in construing this Agreement.
 - (d) 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. 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.
 - (e) Except as otherwise expressly provided herein, any approval or consent to be given by a Party hereunder may be given or withheld in the sole and absolute discretion of such Party.
 - (f) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois,
 - (g) If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect

DRAFT

any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

- (h) No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in a writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.
- (i) 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.
- (j) If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or an Illinois or nationally recognized holiday, then the final day of the period or the date of such performance shall be extended to the next Business Day. Unless otherwise specifically noted, the term "Business Day" shall mean Monday through Friday exclusive of Town holidays and Illinois and nationally recognized holidays and shall expire at 6:00 p.m. CST on such Business Day.
- (k) The effective date of this Agreement (the "Effective Date") shall be the later of the respective dates set forth next to the signatures of Seller and Purchaser contained below.
- (l) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be transmitted by facsimile or electronic means.
- (m) All sums set forth herein shall be paid in United States Dollars.
- (n) All exhibits and schedules attached hereto and/or referenced herein shall be incorporated herein by this reference. The Parties represent and warrant to the benefit of the other that all individuals executing this Agreement have authority to bind the Party on whose behalf they are executing this Agreement.
- (o) Except for attorneys, advisors or as otherwise required by proper legal sense, the Parties agree to hold the terms of this Agreement wholly confidential.

DRAFT

- (p) No representation or warranty contained herein, and no statement or other information contained in any certificate or other instrument furnished or to be furnished to either Party hereunder or in connection with the transaction contemplated hereunder contains, or at the Closing shall contain or will contain, any untrue statement of a material fact or omits or shall omit to state a material fact necessary to make it not 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 one (1) year after the Closing.

(SIGNATURE PAGE TO FOLLOW)

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

Date: _____

PURCHASER: The City of Berwyn, Illinois, an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

SELLER: Central Federal Savings and Loan Association, a national corporation

By: _____

Name: _____

Title: _____

DRAFT

Exhibit A

Legal Description of the Property

LOTS 10, 11 AND 12 OF BLOCK 2 OF BOLEN'S RESUBDIVISION OF WOOD'S
SUBDIVISION OF BLOCKS 2 AND 15 IN LAVERGNE SUBDIVISION OF
SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-31-204-016
16-31-204-017
16-31-204-018

Address of Property: 6535 Stanley Avenue, Berwyn, IL 60402



G. Reports and Communication From The City Clerk

The City of Berwyn



Thomas J. Pavlik
City Clerk

G-1

A Century of Progress with Pride

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

January 14, 2013

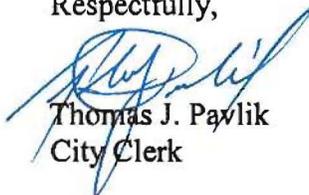
Mayor Lovero and Members
Of the Berwyn City Council

Re: Updating and Codification of Ordinances

Ladies and Gentlemen:

Attached is an ordinance approving the "EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH", "Ordinance 12-11 and 12-21".

Respectfully,



Thomas J. Pavlik
City Clerk

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, American Legal Publishing Corporation completed its most recent updating of the Codified Ordinances of the City; and

WHEREAS, various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating of the Codified Ordinances (March 31, 2012) have been included in the Codified Ordinances of the City;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERWYN, ILLINOIS:

SECTION 1. The editing, arrangement and numbering or renumbering of the following ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
12-11	4-10-2012	484.04
12-21	10-9-2012	888.06

SECTION 2. Pursuant to State law, three copies of the 2012 S-11 Supplement Pages for the Codified Ordinances have been filed for a period of thirty days prior to the adoption of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its adoption, approval, recording and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 20__.

A YES _____

NAYS _____

BY: _____
Mayor

ATTEST:

City Clerk

Published this _____ day of _____, 20____, in the _____, Berwyn,
Illinois.

City Clerk



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



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

Robert J. Lovero
Mayor



Thomas J. Paylik
City Clerk

I-1

A Century of Progress with Pride

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

Nona Chapman
1st Ward Alderman

Date: 1-10-2013

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

Ladies and Gentlemen:

A meeting of the Budget Committee was held

On 1-10-2013 at City Hall Conference Room @ 410 p.m.

Those in attendance were: Alderman Nona Chapman, Alderman Ralph Avilia,
Alderman Jeff Boyajian and see attached sign in sheet.

The matter discussed was referral item# dated in regards to:
Budget Hearings for 2013 Budget Process - Today's Department - PW. Dept.

It is the recommendation of the committee that The Budget committee will hold more
meetings to continue the 2013 Budget process. Please accept as Informational.

Voting Aye: 3

Voting Nay: 0

Adjourned: 5:20 p.m.

Nona N. Chapman
Nona Chapman-Chairman
Rafael Avila-Member
Jeffrey Boyajian-Member

Budget Meeting 1-10-13 4:10PM

1. Rafael Avila -
2. JEFFREY BOYAJIAN -
3. David M. Jelonek
4. Robert Sedgewick
5. Brian Pabst
6. Evan X. Summers
7. John Muzyczki
Ald. Norm Chapman

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

I-2

A Century of Progress with Pride

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

Nona Chapman
1st Ward Alderman

Date: 1-16-2013

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

Ladies and Gentlemen:

A meeting of the Budget Committee was held
On 1-16-2013 at City Hall Conference Room @ 409 p.m.

Those in attendance were: Alderman Nona Chapman, Alderman Ralph Avila,
and see attached sign in sheet.

The matter discussed was referral item# dated in regards to:
Budget Hearings for 2013 Budget Process - Today's Department
Police and Fire Commission

It is the recommendation of the committee that The Budget committee will hold more
meetings to continue the 2013 Budget process. Please accept as Informational.

Voting Aye: 2

Voting Nay: 0

Adjourned: 5:04 p.m.

Nona N. Chapman
Nona Chapman-Chairman
Rafael Avila-Member
Jeffrey Boyajian-Member

4:09 PM Budget Meeting 1-16-13
Police & Fire Commission

1. Rafael Avila
2. David M. Johnson
3. John Wigganski
4. Tom Williams BPD
5. Brian Pelt
6. Carl Garcia BFPC
7. Roy A. Chapman
8. Clark Tomlin
9. Tom Pelt BFPC



J. Staff Reports



A Century of Progress with Pride

Date: 17 January 2013

To: Mayor Robert J. Lovero
Members of City Council

Re: **China Cat Productions, LLC - Lease of Space on Water Tower**

City staff and special legal counsel have been working diligently with China Cat Productions, LLC to finalize a lease agreement in which China Cat would install a proprietary communications relay antenna on the City of Berwyn's water tower located at Public Works. The details of the lease are as follows:

- Initial 2-year term
- Rent of \$1,000/month
- Utility fee of \$50/month
- First year's payment in full
- 7% annual rent increases
- Five 1-year options for renewal

Presuming that the tenant utilizes all of the renewal options, the lease payments will bring \$103,848.25 in new revenue to the City of Berwyn over its full term. It should also be noted that, because of a Council's previously approved reimbursement agreement, the City will incur no legal or engineering costs from the negotiations of the lease.

Recommendation:

Staff recommends the approval of the attached lease with China Cat Productions, LLC for the use of space on the City of Berwyn's water tower.

Respectfully submitted for your review,

Evan K. Summers
Project Operations Manager

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE APPROVING THE LEASE OF CERTAIN REAL PROPERTY TO
CHINA CAT PRODUCTIONS LLC, FOR THE CITY OF BERWYN, COUNTY OF
COOK, STATE OF ILLINOIS.**

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

Nona Chapman
Jeffrey Boyajian
Margaret Paul
Michele Skryd
Cesar Santoy
Theodore Polashek
Rafael Avila
Nora Laureto
Aldermen

ORDINANCE No. _____

AN ORDINANCE APPROVING THE LEASE OF CERTAIN REAL PROPERTY TO CHINA CAT PRODUCTIONS LLC, FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the City owns certain real property located at the address 1 Public Works Drive, Berwyn, Illinois 60402 (the “Property”), and legally described as set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, China Cat Productions LLC (“China Cat”) desires to lease a portion of space on and within the building located on the Property (the “Premises”) for the placement of a wireless communication system for voice and data transmissions; and

WHEREAS, China Cat desires to construct and operate a wireless communications system on the Premises; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) have determined that the Premises is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and

WHEREAS, based on the above findings, the Corporate Authorities have determined that it is in the best interests of the City and its residents to lease the Premises to China Cat; and

WHEREAS, China cat shall abide by such conditions regarding the use of the Premises as set forth in the terms of the Antenna Lease (the “Agreement”), attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Corporate Authorities find that it is necessary for 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 the Agreement for the City making such insertions, omissions and changes as shall be approved by the Mayor and 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 fully herein.

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

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 additional terms of the Agreement as needed and undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

Section 5. The Mayor is hereby authorized and directed to execute the 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. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required. To the extent that any requirement of bidding would be applicable to the lease provided hereunder, the same is hereby waived.

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.

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2013, 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 _____ day of _____ 2013.

 Robert J. Lovero
 MAYOR

ATTEST:

 Thomas J. Pavlik
 CITY CLERK

EXHIBIT A

EXHIBIT B

ANTENNA LEASE

THIS ANTENNA SITE LEASE (this "Lease") is by and between the City of Berwyn, an Illinois municipal corporation ("Landlord") and China Cat Productions LLC, a Delaware limited liability company ("Tenant").

This Lease is entered into based upon the following facts, circumstances and understandings:

A. **Premises.** Landlord owns certain real property legally described in Exhibit "A" attached hereto with a common property address of 1 Public Works Drive, Berwyn, Illinois 60402 (the "Property"). Tenant desires to lease a portion of space on and within the building (the "Building") located on Landlord's Property for the placement of a wireless communication system for voice and data transmissions (as more fully described herein), together with the designated easements over portions of Landlord's Property and the Building and/or, if applicable, shared use of Landlord's easements over other real property as designated for Tenant's access and utilities to the leased area (altogether the "Premises"), as depicted and described on Exhibit "B" attached hereto. Landlord represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Landlord has full rights of ingress to and egress from the Premises from a public roadway.

B. Tenant desires to construct and operate a wireless communications system at the Premises.

C. Based on the foregoing facts, circumstances and understandings set forth herein and on the terms and conditions set forth below, Landlord is willing to lease the Premises to Tenant for Tenant's proposed use subject to the terms and conditions of this Lease.

WHEREFORE, in consideration of the facts, circumstances and understandings set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1. **Term.** The initial term of the Lease shall be two (2) years commencing on the date that Tenant commences construction at the Premises (the "Commencement Date"), and terminating at midnight on the last day of the second (2nd) anniversary of the Commencement Date (the "Initial Term"). The Tenant shall remove all equipment within thirty (30) days of the expiration or earlier termination of the Lease. In case of an emergency, upon notification by Landlord, Tenant shall promptly turn off its equipment. Once the emergency ceases, Landlord shall promptly notify Tenant that it can turn back on its equipment.

2. **Permitted Use.** The Premises may be used by Tenant for the transmission and reception of communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of the Antennae Facilities (as defined below) in accordance with the terms and conditions of this Lease (the "Permitted Use"). Landlord represents and warrants that as of the date hereof, there are no pre-existing wireless communication systems (other than systems for the personal and commercial use of residents in the Building) located on the Property. Landlord covenants and agrees that during the term of this Agreement, including any renewal hereof, Tenant will be entitled to the exclusive use of the Property as far as the installation and operation of wireless communication systems (other than systems for the personal use of residents in the Building).

3. **Rent.** Tenant shall pay Landlord, as rent, \$12,000 for the first year at the execution of this lease and prior to Tenant commencing construction on the Premises ("Rent"). The rent for the second year of the lease shall be \$12,840, to be paid on a monthly basis.

4. **Renewal.** Tenant shall have the right to renew the Lease for five (5) successive one (1) year terms ("Renewal Term") by providing written notice to Landlord no later than thirty (30) days prior to the end of the Initial Term or any Renewal Term. This Lease shall expire at the end of the Initial Term or applicable Renewal Term if Tenant does not provide such written notice to Landlord. Notwithstanding the above, the Lease will still expire at the end of the Initial Term or any Renewal Term if Landlord does not provide written consent to Tenant to renew the Lease no later than thirty (30) days prior to the end of the Initial Term or applicable Renewal Term. If Tenant and Landlord agree to renew the Lease, the rental payments shall increase by seven percent (7%) per year. Rent after the first year shall be paid monthly, in advance, by the fifth (5th) day of each month to the Landlord.

5. **Interference.** Tenant shall not use the Premises in any way which interferes with the use of the Property by (i) Landlord; provided, however, that Landlord agrees that installation and operation of the Antenna Facilities as contemplated by this Lease shall not be deemed to interfere with Landlord's use of the Property, or (ii) residential owners, lessees or licensees of Landlord with rights in the Property which do not conflict with the Permitted Use of the Premises by Tenant. Similarly, Landlord shall not use, nor shall Landlord knowingly permit its owners, lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which materially adversely interferes with the Permitted Use of the Premises by Tenant, causes interference with the voice and data transmissions to and from the Antenna Facilities, increases Tenant's costs under this Lease or is otherwise a breach of Landlord's representations, warranties or covenants under this Lease. To the extent required by law, Tenant shall license its frequencies with the appropriate governmental authorities, and so as not to interfere with the

operations of the Landlord, to operate the Antenna Facilities. If any interference with Tenant's Permitted Use exists in violation of the terms of this Lease or any interference caused by Tenant exists in violation of the terms of this Lease, it shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right to terminate this Lease immediately upon written notice. For further clarification, Landlord or Tenant, as applicable, must provide the interfering party with evidence of such interference and provide for a reasonable time period to resolve the interference; provided, however, if any such interference is not resolved within ten (10) days, Tenant may terminate this Lease.

6. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its sole expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its wireless communications system, which shall consist, without limitation, of radio transmitting and receiving antennas, microwave dishes, equipment cabinets and related cables and utility lines and other associated equipment as described on Exhibit "B" attached hereto (collectively, the "Antenna Facilities"). Tenant shall have the right, at its sole expense, to alter, replace, enhance or upgrade the Antenna Facilities at any time during the term of this Lease in the ordinary course of Tenant's business, except that any alteration, replacement or upgrade of the Antenna Facilities which exceeds the dimensions of the Premises or the previously installed dimensions of the Antenna Facilities, shall require the prior written consent of Landlord. Tenant shall cause all construction, maintenance, operation and removal of the Antennae Facilities to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time, at its sole cost, during and upon the expiration or termination of this Lease, provided that Tenant complies with all other terms of this Lease in connection with such removal. Upon such removal, the Premises shall be returned to Landlord in the same or as near as condition as when received, normal wear and tear and casualty excepted.

(b) Tenant, at its sole expense, may use any and all appropriate means of restricting access to the Antenna Facilities, subject to compliance with applicable laws and ordinances.

(c) Tenant shall, at its sole expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair, and in compliance with all applicable laws and ordinances during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in the same or as near as condition as when received, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators, the location of which shall be subject to the prior written approval by Landlord) and or to connect into the existing utilities at the Property. Landlord agrees to use reasonable efforts in assisting Tenant in connection with all such utility related activities. For Tenant's use of Landlord's utilities, Tenant shall pay Landlord an additional \$600 for the first year of utilities at the execution of this lease and, prior to Tenant commencing construction on the Premises. After the first year, Tenant shall pay to Landlord \$50.00 per month for its use of Landlord's utilities (the "Utility Payment"). The Utility Payment must be paid by the fifth (5th) day of each month to the Landlord. Prior to any renewal of the Agreement, the Parties will discuss the Utility Payment.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant a non-exclusive easement in, under and across the Property, in such areas as are designated by Landlord on Exhibit B, for ingress, egress, utilities and access to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease. Any and all posting requirements regarding matters set forth herein shall be complied with by the Parties.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Term of this Lease, subject to reasonable restriction of access by Landlord to accommodate repairs and maintenance of the Property. In the event Landlord, its employees or agents impede or deny Access to Tenant in a manner not permitted by this Lease for five (5) days following written notice to Landlord, Tenant may terminate this Lease and pursue any remedy at law or in equity.

7. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows:

(a) by Tenant, prior to Tenant's installation of the Antenna Facilities on the Premises, if Tenant is unable to obtain any license (including without limitation an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities and after Tenant's installation if any such permit, approval or easement is canceled, expires or is withdrawn or terminated, or if Licensee's ability to use the Antenna Facilities is otherwise frustrated by applicable laws;

(b) upon thirty (30) days' written notice by Tenant if the Property, the Building or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(c) immediately upon written notice by Tenant if the Building or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect Tenant's use of the Antenna Facilities and the Premises cannot reasonably be repaired to their previously existing condition within thirty (30) days. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises are restored to the condition existing immediately prior to such damage or destruction;

(d) by either Landlord or Tenant, at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(e) this Lease and relationship governed thereunder may be terminated by the Landlord for cause due to breach or violation of public policy with thirty (30) days notice to Tenant, and can terminate immediately in the event of an emergency. ,

8. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, either party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 11 hereof, to take effect immediately, if the other party (i) fails to cure any monetary failure, for a period of fifteen (15) days after receipt of written notice thereof to the other to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after thirty (30) days' written notice to the defaulting party. Notwithstanding the foregoing, in the event any interference with the voice and data transmissions to and from Tenant's Antenna Facilities is not eliminated within five (5) days, as provided in Section 5 above, Tenant may terminate this Lease.

9. Taxes. Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation and Tenant's Antenna Facilities, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment; such notice must comply with Section 11 below. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 9.

10. Insurance and Subrogation and Indemnification

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$5,000,000.00 per occurrence and \$5,000,000 annual aggregate, Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Landlord will be named as an additional insured with respect to the General Liability and Excess Liability policies if used to meet the required insurance under this section. Tenant shall also maintain in force, at its expense, during the term of this Lease, "all risk" property insurance on the Antenna Facilities. Upon written request, Tenant shall furnish Landlord certificates of insurance evidencing the insurance coverage required under this subsection.

(b) Landlord will provide Commercial General Liability Insurance in an aggregate amount of \$9,500,000 per occurrence and \$9,500,000 annual aggregate, Landlord may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Landlord may maintain. Tenant will be named as an additional insured with respect to the General Liability and Excess Liability policies if used to meet the required insurance under this section. Landlord shall also maintain in force, at its expense, during the term of this Lease, "all risk" property insurance on the Building with replacement cost coverage to cover any loss thereof or damage thereto. Upon written request, Landlord shall promptly furnish Tenant certificates of insurance evidencing the insurance coverage required under this subsection.

(c) The proceeds of any property coverage retained by Tenant shall be payable exclusively to Tenant and the proceeds of any property coverage retained by Landlord shall be paid exclusively to Landlord. The proceeds under Tenant's Commercial General Liability Insurance or under Landlord's Commercial General Liability Insurance shall be payable to the person entitled to receive such proceeds.

(d) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder or required by this Lease to be insured irrespective of whether such insurance is actually

obtained. In the event of such loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, or would not have been covered by the insurance policies required under this Lease, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of the willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease for a period of one (1) year. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

11. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

China Cat Productions LLC
540 W. Madison St., Suite 2500
Chicago, Illinois 60661
Attn: Chief Technology Officer
Telephone Number:

With a copy to:

China Cat Productions LLC
540 W. Madison St., Suite 2500
Chicago, Illinois 60661
Attn: General Counsel
Telephone Number:

If to Landlord, to:

The City of Berwyn
Attn: Anthony T. Bertuca, City Attorney.
6700 26th Street
Berwyn, IL 60402

With a copy to:

Del Galdo Law Group, LLC
Attn: James M. Vasselli
1441 South Harlem Avenue
Berwyn, IL 60402

Telephone Number: 708-788-2660
E-mail: ABertuca@ci.berwyn.il.us

Telephone Number: 708-222-7000
E-mail: Vasselli@DLGLawGroup.com

12. Quiet Enjoyment, Title and Authority. Landlord and Tenant each covenant and warrant to the other party that (i) it has full right, power and authority to execute this Lease; and (ii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on such party. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

13. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements to any parent, subsidiary or affiliate of Tenant or any business entity that is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant, provided such assignee executes an assignment and assumption of this Lease in a commercially reasonable form, which shall not be necessary if the transaction merely results in a change in control of Tenant. Upon such assignment, Tenant shall no longer be liable for the liabilities or obligations hereunder. All assignments and subleases to nonaffiliated third parties shall be approved in writing in the sole and absolute discretion of Landlord and will not be unreasonably withheld by Landlord.

Additionally, Tenant may, upon notice to Landlord, grant a security interest in the Antenna Facilities, and may assign the Antenna Facilities to any holders of security interests, including their successors or assigns (collectively "Lender"). In such event, Landlord shall execute such consent to equipment financing in form reasonably satisfactory to Landlord as may reasonably be required by Tenant's Lender. Landlord agrees to notify Tenant and Tenant's Lender simultaneously of any default by Tenant and to give Tenant's Lender the same right to cure any default as Tenant or to remove any property of Tenant or Tenant's Lender located on the Premises. All such notices to Tenant's Lender shall be sent to Tenant's Lender at the address specified by Tenant. Failure by Landlord to give Tenant's Lender such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Tenant's Lender to cure any default and to remove any property of Tenant or Tenant's Lender located on the Premises as provided in Section 15 of this Lease. In the event of Landlord's failure to notify, it is not a material breach of Section 13 of this Agreement.

14. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

15. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Lender the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Lender's sole discretion and without Landlord's consent, provided such removal is in accordance with all other terms of this Lease including, without limitation, that the cost of removal shall be at Tenant's and/or Lender's sole expense.

16. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties. The Parties acknowledge that as an exception to this section they have entered into a reimbursement agreement governing their relationship.

(d) Tenant, at Tenant's expense, may file a memorandum of this Lease against the Property. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant and Landlord's mortgagees.

(e) This Lease shall be construed in accordance with the laws of the State of Illinois.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that the exhibits may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) The Landlord has not been represented by any broker or any other leasing agent, and agrees to indemnify and hold Tenant harmless from all claims by any broker claiming to be Landlord's broker or leasing agent. Tenant has not been represented by any broker or any other leasing agent, and agrees to indemnify and hold Landlord harmless from all claims by any broker claiming to be Tenant's broker or leasing agent.

(k) Notwithstanding anything contained herein to the contrary, whenever the consent or approval of Landlord (or anyone acting, by, through or under Landlord) is required herein, Landlord agrees not to unreasonably withhold or delay or condition its consent or approval, and whenever Landlord undertakes an action as permitted by the terms herein, whether by Landlord or by, through or under a third party, such actions shall be undertaken in a customary and reasonable manner and at reasonable fees, costs and expenses.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: CITY OF BERWYN, an Illinois Municipal Corporation

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: CHINA CAT PRODUCTIONS LLC, a Delaware limited liability company

By: _____
Printed Name: _____
Its: _____
Date: _____

Attest:

_____, City Clerk

EXHIBIT A
Legal Description

The Property is legally described as follows:

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) and the description of the Antenna Facilities is more particularly described and depicted as follows:

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-2

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

January 22, 2013

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

Re: 11 WC 20086

Dear Mr. Pavlik:

Please put this item on the January 22, 2013 agenda authorizing the settlement of the above referenced matter for the total of \$16,741.00, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

ATB:kmc

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-3

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2567
www.berwyn-il.gov

January 22, 2013

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

Re: 12 WC 20682

Dear Mr. Pavlik:

Please put this item on the January 22, 2013 agenda authorizing the settlement of the above referenced matter for the total of \$20,774.84, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney

ATB:kmc

The City of Berwyn



James J. Frank
IT Director

J-4

A Century of Progress with Pride

January 18, 2013

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

Re: Replacement of Network Admin Position

Mayor Lovero and Members of the City Council:

Several weeks ago, Carlos Garza, Network Administrator for the City, tendered a letter of resignation from his position, effective January 9th 2013. With this communication, staff is requesting permission from the City Council to advertise, interview and hire a replacement Network Administrator for the City. This position remains fully funded in the 2013 proposed budget and constitutes a replacement hire. Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

James Frank
Director, Information Technology



K. Consent Agenda

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

K-1

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 18, 2013

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

SUBJECT: Payroll January 16, 2013

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the January 22, 2013 meeting.

Payroll: January 16, 2013 in the amount of \$1,073,575.67.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

K-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 18, 2013
Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

SUBJECT: Payables January 22, 2013

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the January 22, 2013 meeting.

Total Payables: January 22, 2013 in the amount of \$1,489,155.22.

Respectfully Submitted,

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 1/18/2012 - To Payment Date: 1/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
20661	01/07/2013	Open			Accounts Payable	AETNA	\$27,499.14		
20662	01/07/2013	Open			Accounts Payable	Al Warren Oil Company	\$97,804.85		
20663	01/07/2013	Open			Accounts Payable	Fort Dearborn Life Insurance Company	\$5,733.50		
20664	01/07/2013	Open			Accounts Payable	Health Care Service Corporation	\$638,519.38		
20665	01/07/2013	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$500.00		
20666	01/10/2013	Open			Accounts Payable	William Kareiva	\$210.00		
20667	01/14/2013	Open			Accounts Payable	Landmark Ford	\$31,359.00		
20668	01/15/2013	Open			Accounts Payable	Airelite Home Improvement	\$1,000.00		
20669	01/15/2013	Open			Accounts Payable	Toro Builders	\$1,000.00		
20670	01/23/2013	Open			Accounts Payable	1801 Elmwood Condominium Association	\$371.85		
20671	01/23/2013	Open			Accounts Payable	1st Source America	\$952.47		
20672	01/23/2013	Open			Accounts Payable	ABC Automotive Electronics	\$367.83		
20673	01/23/2013	Open			Accounts Payable	ABC Automotive Electronics	\$12,926.80		
20674	01/23/2013	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$1,265.00		
20675	01/23/2013	Open			Accounts Payable	Able Printing Service	\$747.42		
20676	01/23/2013	Open			Accounts Payable	Adult Reading Round Table	\$20.00		
20677	01/23/2013	Open			Accounts Payable	Advanced Occupational Medicine Specialists	\$1,468.00		
20678	01/23/2013	Open			Accounts Payable	Agustin Perez	\$1,475.00		
20679	01/23/2013	Open			Accounts Payable	Air One Equipment, Inc.	\$222.04		
20680	01/23/2013	Open			Accounts Payable	Airgas North Central	\$120.84		
20681	01/23/2013	Open			Accounts Payable	Aladtec Incorporated	\$695.00		
20682	01/23/2013	Open			Accounts Payable	Amalgamated Bank of Chicago	\$200.00		
20683	01/23/2013	Open			Accounts Payable	American Legal Publishing Corporation	\$200.00		
20684	01/23/2013	Open			Accounts Payable	Ameron Pote Products Division	\$50.00		
20685	01/23/2013	Open			Accounts Payable	Ancel Glink, Diamond, Bush DiCianni & Krafthefer PC	\$9,700.03		
20686	01/23/2013	Open			Accounts Payable	Arte Verde	\$6,149.71		
20687	01/23/2013	Open			Accounts Payable	Associated Tire and Battery	\$9.22		
20688	01/23/2013	Open			Accounts Payable	AT & T	\$3,303.34		
20689	01/23/2013	Open			Accounts Payable	AT & T	\$1,679.42		
20690	01/23/2013	Open			Accounts Payable	Audio Editions	\$8.00		
20691	01/23/2013	Open			Accounts Payable	AudioGo	\$322.32		
20692	01/23/2013	Open			Accounts Payable	B & B Wholesale Distributors	\$52.50		
20693	01/23/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$537.86		
20694	01/23/2013	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$120.53		
20695	01/23/2013	Open			Accounts Payable	Berwyn Ace Hardware	\$2.29		
20696	01/23/2013	Open			Accounts Payable	Berwyn Little League	\$300.00		
20697	01/23/2013	Open			Accounts Payable	Bourbonnais Suply Company, Inc.	\$803.00		
20698	01/23/2013	Open			Accounts Payable	Brownells, Inc.	\$400.64		
20699	01/23/2013	Open			Accounts Payable	Cassidy Tire	\$1,049.86		
20700	01/23/2013	Open			Accounts Payable	CDW Government, Inc.	\$451.95		
20701	01/23/2013	Open			Accounts Payable	Cermak Animal Clinic	\$80.00		
20702	01/23/2013	Open			Accounts Payable	Chicago Badge Company	\$332.80		

Payment Register

From Payment Date: 1/18/2012 - To Payment Date: 1/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20703	01/23/2013	Open			Accounts Payable	Chicago Office Technology Group	\$1,217.08		
20704	01/23/2013	Open			Accounts Payable	Chicago Sun-Times, Inc.	\$572.00		
20705	01/23/2013	Open			Accounts Payable	Chris Sobczak	\$1,475.00		
20706	01/23/2013	Open			Accounts Payable	Citadel	\$90.00		
20707	01/23/2013	Open			Accounts Payable	City of Chicago	\$146.40		
20708	01/23/2013	Open			Accounts Payable	Comcast Cable	\$12.75		
20709	01/23/2013	Open			Accounts Payable	ComEd	\$1,711.83		
20710	01/23/2013	Open			Accounts Payable	ComEd	\$15,704.22		
20711	01/23/2013	Open			Accounts Payable	Constellation New Energy, Inc.	\$727.54		
20712	01/23/2013	Open			Accounts Payable	Critical Reach	\$785.00		
20713	01/23/2013	Open			Accounts Payable	Cuda Law Offices, LTD	\$10,544.50		
20714	01/23/2013	Open			Accounts Payable	Currie Motors	\$57,374.00		
20715	01/23/2013	Open			Accounts Payable	Deece Automotive	\$268.00		
20716	01/23/2013	Open			Accounts Payable	Del Galdo Law Group, LLC	\$10,940.99		
20717	01/23/2013	Open			Accounts Payable	Diamond Graphics, Inc.	\$3,741.00		
20718	01/23/2013	Open			Accounts Payable	Diane Jepsen	\$100.00		
20719	01/23/2013	Open			Accounts Payable	Don Morris Architects, PC	\$5,477.70		
20720	01/23/2013	Open			Accounts Payable	EBSCO	\$14,061.14		
20721	01/23/2013	Open			Accounts Payable	Edmund P. Wandering	\$5,426.75		
20722	01/23/2013	Open			Accounts Payable	eDol	\$200.00		
20723	01/23/2013	Open			Accounts Payable	Efren Estrada	\$1,475.00		
20724	01/23/2013	Open			Accounts Payable	Electrical Solutions Network	\$86,360.39		
20725	01/23/2013	Open			Accounts Payable	Enterprise Rent-a-Car	\$231.94		
20726	01/23/2013	Open			Accounts Payable	Federal Express Corporation	\$41.37		
20727	01/23/2013	Open			Accounts Payable	Felco Vending, Inc.	\$323.00		
20728	01/23/2013	Open			Accounts Payable	Flash Electric Company	\$1,280.00		
20729	01/23/2013	Open			Accounts Payable	Fox Valley Fire & Safety	\$127.05		
20730	01/23/2013	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$75.50		
20731	01/23/2013	Open			Accounts Payable	GALE	\$496.30		
20732	01/23/2013	Open			Accounts Payable	GG Development	\$550.00		
20733	01/23/2013	Open			Accounts Payable	Global Emergency Products	\$290.52		
20734	01/23/2013	Open			Accounts Payable	Hartigan & O'Connor, PC	\$957.00		
20735	01/23/2013	Open			Accounts Payable	Harvey Place Condo Association	\$273.24		
20736	01/23/2013	Open			Accounts Payable	HD Supply Waterworks, LTD	\$5,895.60		
20737	01/23/2013	Open			Accounts Payable	Heartland Consultants, Inc.	\$881.25		
20738	01/23/2013	Open			Accounts Payable	Home Depot Credit Services	\$921.76		
20739	01/23/2013	Open			Accounts Payable	IGFOA	\$250.00		
20740	01/23/2013	Open			Accounts Payable	Illinois Fire Chiefs Association	\$550.00		
20741	01/23/2013	Open			Accounts Payable	Illinois Fire Chiefs Association	\$300.00		
20742	01/23/2013	Open			Accounts Payable	Ingram Library Services	\$581.49		
20743	01/23/2013	Open			Accounts Payable	J. G. Uniforms, Inc.	\$1,221.00		
20744	01/23/2013	Open			Accounts Payable	Jack's Rental, Inc.	\$437.51		
20745	01/23/2013	Open			Accounts Payable	Javier Amaya	\$250.00		
20746	01/23/2013	Open			Accounts Payable	JNC Consulting, Inc.	\$4,085.00		
20747	01/23/2013	Open			Accounts Payable	Joe Rizza Ford	\$293.94		
20748	01/23/2013	Open			Accounts Payable	John Wysocki	\$44.05		
20749	01/23/2013	Open			Accounts Payable	Jonathon Kunz & Associates	\$6,000.00		
20750	01/23/2013	Open			Accounts Payable	Joseph Fitzgerald	\$100.00		
20751	01/23/2013	Open			Accounts Payable	Joseph Wodarczyk	\$675.00		
20752	01/23/2013	Open			Accounts Payable	K's Quality Construction, Inc.	\$9,136.00		

Payment Register

From Payment Date: 1/18/2012 - To Payment Date: 1/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20753	01/23/2013	Open			Accounts Payable	Kevin Benfield, MD SC Profit Sharing	\$1,475.00		
20754	01/23/2013	Open			Accounts Payable	Key Equipment Finance	\$2,226.00		
20755	01/23/2013	Open			Accounts Payable	Key Government Finance, Inc.	\$17,963.45		
20756	01/23/2013	Open			Accounts Payable	Klein, Thorpe and Jenkins, LTD.	\$2,482.25		
20757	01/23/2013	Open			Accounts Payable	L - K Fire Extinguisher Service	\$229.00		
20758	01/23/2013	Open			Accounts Payable	LexisNexis	\$528.00		
20759	01/23/2013	Open			Accounts Payable	Lisa Aguilar & Sofia I. Alvarez	\$1,475.00		
20760	01/23/2013	Open			Accounts Payable	Louis G. Mazza	\$1,522.36		
20761	01/23/2013	Open			Accounts Payable	Lowe's	\$356.30		
20762	01/23/2013	Open			Accounts Payable	Lyons Tree Service, Inc.	\$37,190.00		
20763	01/23/2013	Open			Accounts Payable	Mabas Division XI	\$10,000.00		
20764	01/23/2013	Open			Accounts Payable	MacNeal Phy Group [OCCMED]	\$320.00		
20765	01/23/2013	Open			Accounts Payable	Mariana Angeles	\$698.82		
20766	01/23/2013	Open			Accounts Payable	Marie SS. Lauretana	\$100.00		
20767	01/23/2013	Open			Accounts Payable	Martin-Aire Heating & Cooling, Inc.	\$689.00		
20768	01/23/2013	Open			Accounts Payable	Matteson Fire Department	\$75.00		
20769	01/23/2013	Open			Accounts Payable	McCann Industries, Inc.	\$277.52		
20770	01/23/2013	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
20771	01/23/2013	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		
20772	01/23/2013	Open			Accounts Payable	Menards	\$174.97		
20773	01/23/2013	Open			Accounts Payable	Menards	\$23.61		
20774	01/23/2013	Open			Accounts Payable	Menards	\$294.69		
20775	01/23/2013	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$323.00		
20776	01/23/2013	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
20777	01/23/2013	Open			Accounts Payable	Mike & Sons	\$3,688.59		
20778	01/23/2013	Open			Accounts Payable	Monroe Truck Equipment, Inc.	\$85.81		
20779	01/23/2013	Open			Accounts Payable	Morton Booster Club	\$250.00		
20780	01/23/2013	Open			Accounts Payable	MVM, Inc.	\$2,760.32		
20781	01/23/2013	Open			Accounts Payable	NAEIR	\$37.00		
20782	01/23/2013	Open			Accounts Payable	Nextel Communications	\$898.17		
20783	01/23/2013	Open			Accounts Payable	NFFPA	\$165.00		
20784	01/23/2013	Open			Accounts Payable	Nicor Gas	\$38.24		
20785	01/23/2013	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$225.00		
20786	01/23/2013	Open			Accounts Payable	Odelson & Sterk, LTD	\$1,485.00		
20787	01/23/2013	Open			Accounts Payable	Office Equipment Sales	\$1,324.01		
20788	01/23/2013	Open			Accounts Payable	Patrick B. Murphy Plumbing & Piping Contractors	\$4,345.00		
20789	01/23/2013	Open			Accounts Payable	Petroleum Technologies Equipment, Inc.	\$65,487.50		
20790	01/23/2013	Open			Accounts Payable	Pitney Bowes	\$150.75		
20791	01/23/2013	Open			Accounts Payable	PNC Equipment Finance	\$782.89		
20792	01/23/2013	Open			Accounts Payable	R.D.V. Electric, Inc.	\$510.00		
20793	01/23/2013	Open			Accounts Payable	Random House, Inc.	\$30.00		
20794	01/23/2013	Open			Accounts Payable	Record Information Services	\$575.00		
20795	01/23/2013	Open			Accounts Payable	Record Information Services, Inc.	\$778.00		
20796	01/23/2013	Open			Accounts Payable	Reliable Materials	\$693.00		
20797	01/23/2013	Open			Accounts Payable	Riccio Construction Corporation	\$19,665.00		
20798	01/23/2013	Open			Accounts Payable	Robert J. Lovero	\$204.91		

Payment Register

From Payment Date: 1/18/2012 - To Payment Date: 1/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20798	01/23/2013	Open			Accounts Payable	Robert R. Andreas & Sons	\$176.00		
20800	01/23/2013	Open			Accounts Payable	Romeoville Fire Academy	\$425.00		
20801	01/23/2013	Open			Accounts Payable	Roscoe Company	\$666.28		
20802	01/23/2013	Open			Accounts Payable	Rydin Decal	\$2,902.02		
20803	01/23/2013	Open			Accounts Payable	Safe kids	\$75.00		
20804	01/23/2013	Open			Accounts Payable	Salem Press	\$915.00		
20805	01/23/2013	Open			Accounts Payable	Sam's Club / GEGRB	\$270.24		
20806	01/23/2013	Open			Accounts Payable	Samuel Guzman	\$1,475.00		
20807	01/23/2013	Open			Accounts Payable	Scol Decal Company, Inc.	\$159.00		
20808	01/23/2013	Open			Accounts Payable	Sears Home Service	\$2,583.00		
20809	01/23/2013	Open			Accounts Payable	Seguin RCA	\$125.00		
20810	01/23/2013	Open			Accounts Payable	Sherwin Williams	\$1,644.85		
20811	01/23/2013	Open			Accounts Payable	Simplex Grinnell	\$2,244.86		
20812	01/23/2013	Open			Accounts Payable	Spring-Green	\$707.10		
20813	01/23/2013	Open			Accounts Payable	Sprint	\$823.64		
20814	01/23/2013	Open			Accounts Payable	Sprint	\$1,111.30		
20815	01/23/2013	Open			Accounts Payable	Standard Equipment Company	\$485.11		
20816	01/23/2013	Open			Accounts Payable	Strictly Sewers	\$1,200.00		
20817	01/23/2013	Open			Accounts Payable	Suburban Laboratories, Inc.	\$170.00		
20818	01/23/2013	Open			Accounts Payable	Target Auto Parts	\$25.36		
20819	01/23/2013	Open			Accounts Payable	Tazman Construction	\$1,995.00		
20820	01/23/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$29.98		
20821	01/23/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$19.49		
20822	01/23/2013	Open			Accounts Payable	Tele-Tron Ace Hardware	\$47.39		
20823	01/23/2013	Open			Accounts Payable	Texor World Fuel Services	\$477.35		
20824	01/23/2013	Open			Accounts Payable	The AV Cafe	\$42.39		
20825	01/23/2013	Open			Accounts Payable	The Chicago Police Department	\$3,818.00		
20826	01/23/2013	Open			Accounts Payable	The Heating & Cooling Works	\$4,161.00		
20827	01/23/2013	Open			Accounts Payable	The Urban Mutt	\$955.88		
20828	01/23/2013	Open			Accounts Payable	Thyssenkrupp Elevator Corporation	\$1,122.38		
20829	01/23/2013	Open			Accounts Payable	Town of Cicero, Animal Welfare Dept.	\$807.50		
20830	01/23/2013	Open			Accounts Payable	Truckpro - Chicago	\$228.92		
20831	01/23/2013	Open			Accounts Payable	TSI Inc.	\$15,510.00		
20832	01/23/2013	Open			Accounts Payable	Tyco Intergrated Security LLC	\$54.00		
20833	01/23/2013	Open			Accounts Payable	U.S. Cellular	\$586.06		
20834	01/23/2013	Open			Accounts Payable	Unique Plumbing	\$83,571.69		
20835	01/23/2013	Open			Accounts Payable	United Radio Comm, Inc.	\$79.50		
20836	01/23/2013	Open			Accounts Payable	US Gas	\$84.80		
20837	01/23/2013	Open			Accounts Payable	Waste Management	\$31,458.00		
20838	01/23/2013	Open			Accounts Payable	West Payment Center	\$325.50		
20839	01/23/2013	Open			Accounts Payable	Zee Medical, Inc.	\$69.85		
20840	01/17/2013	Open			Accounts Payable	Berwyn Development Corporation	\$29,760.00		
20841	01/17/2013	Open			Accounts Payable	Jose J. Osorio	\$1,475.00		
Type Check Totals:									
01 - General Cash Totals									
							181 Transactions	\$1,489,155.22	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	181	\$1,489,155.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 1/18/2012 - To Payment Date: 1/23/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	181	\$1,489,155.22	\$0.00	
Grand Totals:									
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	181	\$1,489,155.22	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	181	\$1,489,155.22	\$0.00	
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	181	\$1,489,155.22	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	181	\$1,489,155.22	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	181	\$1,489,155.22	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	181	\$1,489,155.22	\$0.00	

SAINT ODILO CATHOLIC CHURCH

2244 East Avenue - Berwyn, Illinois 60402

Phone 708-484-2161 - Fax 708-788-0565

www.saintodilo.org

85 years
of
Strength
Service
Love

(1927 - 2012)



K-3

The National Shrine of the Poor Souls

January 3, 2013

To Whom It May Concern

We would like to have permission to block Vacin Parkway on January 27 from 1-6PM for parking for our annual symphony concert. We would block it at East Avenue and Clarence Avenue. Also we are requesting barricades from the city.

Please mail the permit to us when it is ready or call us at 708-484-2161 and we will pick it up.

Thank you very much,

Rev. Anthony Brankin
Pastor

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

K-4

MEMORANDUM

January 22, 2013

TO: The Honorable Robert J. Lovero
Members of the City Council

FR: Thomas J. Pavlik
City Clerk

RE: Handicap Parking Application

Attached is a handicap parking application submitted for your consideration.

Alderman Avila concurs with staff recommendations to approve this application.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
2238 S. Kenilworth	Genoveva Vazquez	823

Thank you very much.



Berwyn Police Department

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

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 11/7/2012
Officer: T. Young#183

Applicant Name: Genoveva Vazquez
Address: 2238 S Kenilworth Ave.
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"/>

Meets Police Dept
Requirements

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

Report # 12-12652

Ward Alderman: AVILA

Staff Recommendation	
Approved X	Denied

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-12652

STATION COMPLAINT UCR/Offense Code	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	12-12652
REPORT TYPE	RELATED CAD #	HOW RECEIVED
Incident Report	C12-059278	Telephone
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	
11/07/2012 09:56	2238 S KENILWORTH AV Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
11/07/2012 09:56		

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS			
VAZQUEZ, GENOVEVA		82	2238 S KENILWORTH AV Berwyn, IL 60402			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
F				Brown	Brown	
SID #	DL #			FBI #		ALT PHONE

CLOTHING

UCR	TYPE	RELATED EVENT #
9041 (Applicant File) - 0 count(s)	Reporting Party	

NAME	DOB	AGE	ADDRESS			
VAZQUEZ, RICHARD		44	2238 S KENILWORTH AV Berwyn, IL 60402			
SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
M						
SID #	DL #			FBI #		ALT PHONE

CLOTHING

UCR	TYPE	RELATED EVENT #
9041 (Applicant File) - 0 count(s)	Other	

INVOLVED VEHICLES

VEHPLATE #	STATE	TYPE	INVOLVEMENT	VIN #
L311225	IL	Sedan	Involved	
YEAR	MAKE	MODEL	COLOR	COMMENTS
Older	Pontiac	Bonneville	White	
OWNER				

NARRATIVES

PRIMARY NARRATIVE

In summary:

Genoveva Vazquez is requesting Handicapped parking in front of her residence located at 2238 Kenilworth Ave. She has a valid handicap placard# BG34648 and suffers from

Mrs. Vazquez does not drive, her son and caregiver Richard Vazquez drives her to her medical appointments in a white 1991 Pontiac Bonneville bearing IL plate# L311225. There is a garage on premise that Richard does use. Richard informed a/o that it is very difficult to bring his mother out the back door of the residence and into the garage. Genoveva does not meet requirements for a handicapped parking space. But however does meet the requirements for a drop off zone. Nothing further at this time.

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-12652

STATION COMPLAINT UCR/Offense Code	DESCRIPTION	INCIDENT #
90-11 (Applicant File)	Applicant File	12-12652
REPORT TYPE	RELATED CAD #	DOT #
Incident Report	C12-059278	HOW RECEIVED
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	Telephone
11/07/2012 09:56	2238 S KENILWORTH AV Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
11/07/2012 09:56		
REPORTING OFFICER	STAR #	APPROVED BY
YOUNG, TERRY	183	STAR #

DRAFT

Handicapped Space/Zone Public Works Site Inspection

Application # 823

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

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

Date: 1/16/2013

Police Report # 12-12652

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 823

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

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

Date: 1/16/2013

Police Report # 12-12652

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

CITY OF BERWYN
CLERK'S OFFICE

2012 OCT 17 P 4:02

A Century of Progress with Pride

12-12652

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

GENOVEVA VAZQUEZ
(Name of Handicapped Applicant)

2238 KENILWORTH AVE
(Berwyn Address)

Richard VAZQUEZ
(Name of caregiver, or guardian if minor)

(Telephone /Cell Phone Number)

Is there a garage on the property? Yes No

Are you the homeowner? Yes ___ No

Driveway NO Carport NO

All Applicants must submit the Physicians form (A)

***Renters must submit the Owner Consent form (B).**

Vehicle Information

PONTIACK BONNEVILLE
(Vehicle make and model)

White 91
(Color / Year)

L31-1225
(Illinois License Plate Number)

15769
(Current City Vehicle Sticker Number)

(Illinois Handicapped Plate)

BG-34648-
(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.

Genoveva Vazquez

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

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

(Signature of handicapped person or their legal guardian)

(Date)

Physician Form (A)

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

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

See attached letter

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)

9/19/12

(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

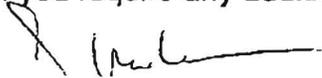
September 19, 2012

To Whom It May Concern:

Genoveva Vazquez is under my care at

She
relies on her family to transport her by car and wheelchair to her appointments
Please provide her with handicap parking access.

If you require any additional information, please contact my office.



je

if

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 Richard VAZQUEZ, owner/manager of the property at
2238 KENILWORTH AVE, state as follows:

- 1) That GENOVEVA VAZQUEZ is a tenant at the above listed property.
- 2) That GENOVEVA VAZQUEZ has no access to any parking on the premises.
- 3) That if GENOVEVA VAZQUEZ 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 GENOVEVA VAZQUEZ no longer resides on the premises.



Signature/Date

Name: _____
Address: _____
Phone#: _____

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

Ruth A. Wasiukiewicz

From: rafael avila [alderman7ward@sbcglobal.net]
Sent: Friday, January 18, 2013 11:28 AM
To: Ruth A. Wasiukiewicz
Subject: RE: 2238 Kenilworth

I concur with the officer's recommendation.

RA

From: Ruth A. Wasiukiewicz [<mailto:RWasiukiewicz@ci.berwyn.il.us>]
Sent: Friday, January 18, 2013 11:23 AM
To: Rafael Avila
Cc: Thomas J. Pavlik
Subject: 2238 Kenilworth

Alderman

Attaching handicap application #823 for your review and recommendation.

Thank you very much,
Ruth

Ruth Wasiukiewicz
Deputy City Clerk
6700 W 26th Street, Berwyn IL 60402

Direct (708) 749-6452
Fax (708) 788-2675

ruthw@ci.berwyn.il.us



City of Berwyn
The City of Homes

Confidentiality Notice: This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, kindly inform the sender and delete all copies of the original message. Thank you.

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

K-5

M E M O R A N D U M

January 22, 2013

TO: The Honorable Robert J. Lovero
Members of the City Council

FR: Thomas J. Pavlik
City Clerk

RE: Handicap Parking Application

Attached is a handicap parking application submitted for your consideration.

Alderman Polashek concurs with staff recommendations to approve this application.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
1634 S. Wesley	Amanda M. Pachecco	827

Thank you very much.



Berwyn Police Department

4401 West 31st. Street
Berwyn, Illinois 60402
708-795-5400
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 : 12/7/2012
Officer: M. Raimondi #192

Applicant Name: Amanda M. Pacheco

Address: 1634 S. Wesley 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"/>

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

Report # 12-14051

6 Ward Alderman: POLASHEK

Staff Recommendation	
Approved <input checked="" type="checkbox"/>	Denied

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-14051

STATION COMPLAINT UCR/Offense Code	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	12-14051
REPORT TYPE	RELATED CAD #	HOW RECEIVED
Incident Report	C12-065453	Telephone
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	
12/12/2012 07:42	1634 S WESLEY AV Berwyn, IL 60402	
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
12/12/2012 07:42		

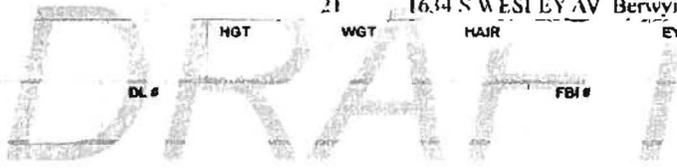
INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS			
Pacheco, Blanca		42	1634 S WESLEY AV Berwyn, IL 60402			
SEX RACE	HGT	WGT	HAIR	EYES	PHONE	
F						
SID #	DL #		FBI #		ALT PHONE	

CLOTHING

UCR	TYPE	RELATED EVENT #
9041 (Applicant File) - 0 count(s)	Reporting Party	

NAME	DOB	AGE	ADDRESS			
Pacheco, Amanda M		21	1634 S WESLEY AV Berwyn, IL 60402			
SEX RACE	HGT	WGT	HAIR	EYES	PHONE	
F						
SID #	DL #		FBI #		ALT PHONE	



CLOTHING

UCR	TYPE	RELATED EVENT #
9041 (Applicant File) - 0 count(s)	Involved	

NAME	DOB	AGE	ADDRESS			
Sajan, George			2213 Hamilton LANE Darien, IL 60561			
SEX RACE	HGT	WGT	HAIR	EYES	PHONE	
M						
SID #	DL #		FBI #		ALT PHONE	

CLOTHING

UCR	TYPE	RELATED EVENT #
9041 (Applicant File) - 0 count(s)	Involved	

INVOLVED VEHICLES

VEH/PLATE #	STATE	TYPE	INVOLVEMENT	VIN #
1 602011	IL	Van/Minivan		
YEAR	MAKE	MODEL	COLOR	COMMENTS
2001	Honda	Odyssey	Maroon/Burgandy	

OWNER
Pacheco, Blanca E

NARRATIVES

PRIMARY NARRATIVE

In Summary:

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-14051

STATION COMPLAINT UCR/Offense Code	DESCRIPTION	INCIDENT #
9041 (Applicant File)	Applicant File	12-14051
REPORT TYPE	RELATED CAD #	DOT #
Incident Report	C12-065453	
WHEN REPORTED	LOCATION OF OFFENSE (HOUSE NO., STREET NAME)	HOW RECEIVED
12/12/2012 07:42	1634 S WESLEY AV Berwyn, IL 60402	Telephone
TIME OF OCCURRENCE	STATUS CODE	STATUS DATE
12/12/2012 07:42		

Blanca Pacheco, who resides at 1634 S Wesley Ave, Berwyn IL 60402, is requesting handicapped parking signs to be placed in front of her home. Ms Pacheco's daughter, Amanda, suffers from

There is a garage on the premises which Ms Pacheco does not have access to (verified by the landlord). Ms Pacheco transports her daughter to and from school on a daily basis, and stated that it's very difficult assisting her when she has to park far from her home.

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

REPORTING OFFICER	STAR #	APPROVED BY	STAR #
RAIMONDI, MARGO J	192		

DRAFT

Handicapped Space/Zone
Public Works Site Inspection

Application # 827

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

Parking Space

Yes

No

Parking Zone

Yes

No

Date: 1/16/2013

Police Report # 12-14051

Handicapped Space/Zone
Traffic Engineer Site Inspection

Application # 827

Traffic Engineer or Designee Nicole Campbell

Comments: _____

Meets Traffic Criteria for:

Parking Space

Yes

No

Parking Zone

Yes

No

Date: 1/16/2013

Police Report # 12-14051

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

NOV 7 5 2012

A Century of Progress with Pride

~~RENEWAL~~
NEW APP

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

Amanda M. Pacheco
(Name of Handicapped Applicant)

1634 Wesley Ave
(Berwyn Address)

Blanca E. Pacheco
(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

Are you the homeowner? Yes No

Driveway ___ Carport ___

Vehicle Information

Honda Odyssey
(Vehicle make and model)

Burgandy 2004
(Color / Year)

L602011
(Illinois License Plate Number)

8775
(City Vehicle Sticker Number and

(Illinois Handicapped Plate)

BD12734 BD1273
(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.

Blanca E. Pacheco
(Signature of handicapped person or their legal guardian)

11-14-12
(Date)

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

Robert J. Lovero
Mayor



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) _____ 11/13/12 *enoc (JH - 11/14/12)*
(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

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

ATTN: Margo

A Century of Progress with Pride

(mother)
Blanca Pacheco
Amanda Pacheco
(disabled)
daughter

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

I Sajan George owner/manager of the property at
1634 Wesley Berwyn Ill state as follows:

- 1) That Amanda Pacheco Blanca E. Pacheco is a tenant at the above listed property.
- 2) That Amanda Pacheco Blanca E. Pacheco has no access to any parking on the premises.
- 3) That if Amanda Pacheco Blanca E. Pacheco 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 she no longer resides on the premises.

X Sajan George
Signature/Date

Name: SATAN GEORGE
Address: 2213 HAMILTON LN DAREN 211 60561
Phone#: _____

Ruth A. Wasiukiewicz

From: Theodore Polashek [teddyp6ward@gmail.com]
Sent: Friday, January 18, 2013 11:33 AM
To: Ruth A. Wasiukiewicz
Subject: Re: 1634 Wesley

Thank you for your work and your time you always give me. I do approve of this.

Teddy

On Fri, Jan 18, 2013 at 11:25 AM, Ruth A. Wasiukiewicz <RWasiukiewicz@ci.berwyn.il.us> wrote:

Alderman

Attaching handicap application #827 for your review and recommendation.

Thank you very much,

Ruth

Ruth Wasiukiewicz

Deputy City Clerk

6700 W 26th Street, Berwyn IL 60402

Direct [\(708\) 749-6452](tel:(708)749-6452)

Fax [\(708\) 788-2675](tel:(708)788-2675)

ruthw@ci.berwyn.il.us



City of Berwyn
The City of Homes

Confidentiality Notice: This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, kindly inform the sender and delete all copies of the original message. Thank you.

Mayor
Robert J. Lovero



City Clerk
Thomas J. Pavlik

R-6

M E M O R A N D U M

January 22, 2013

TO: The Honorable Robert J. Lovero
Members of the City Council

FR: Thomas J. Pavlik
City Clerk

RE: Handicap Parking Application

Attached is a handicap parking application submitted for your consideration.

Alderman Avila concurs with staff recommendations to deny this application.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
2301 S. Clinton	Lucille Chlapecka	823

Thank you very much.



Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402
788-795-5600
Fax 708-795-3627
Emergency Call 911

Handicapped - Parking / Zone Request Form

To : Mayor Robert J. Lovero
From: Berwyn Police Department Community Service Division
Date : 12/17/2012
Officer: M. Raimondi #192

Applicant Name: Lucille Chlapecka

Address: 2301 S. Clinton 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Space Zone	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Report # 12-14417

Ward Alderman: *Avila*

Staff Recommendation	
Approved	Denied X

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

Incident#: 12-14417

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)	DESCRIPTION Applicant File	INCIDENT # 12-14417
REPORT TYPE Incident Report	RELATED CAD # C12-067029	HOW RECEIVED Telephone
WHEN REPORTED 12/21/2012 10:12	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 2301 S CLINTON AV Berwyn, IL 60402	STATUS DATE
TIME OF OCCURRENCE 12/21/2012 10:12	STATUS CODE	

INVOLVED ENTITIES

NAME	DOB	AGE	ADDRESS	SEX	RACE	HGT	WGT	HAIR	EYES	PHONE
CHLAPECKA, LUCILLE		85	2301 S CLINTON AV Berwyn, IL 60402	F		5' 7"	150	Brown	Hazel	
SID #	DL #		FBI #							ALT PHONE

CLOTHING

UCR	TYPE	RELATED EVENT #
9041 (Applicant File) - 0 count(s)	Reporting Party	

NARRATIVES

PRIMARY NARRATIVE

In Summary:

DRAFT

Lucille Chlapecka, who resides at 2301 S. Clinton Ave, Berwyn IL, 60402, is requesting handicapped parking signs to be placed by the back door of said residence. Ms. Chlapecka suffers from . There is a garage with a short driveway on the premises and Ms. Chlapecka does not own a vehicle, however, she does have family who come to pick her up on a regular basis (at least once a week). Ms. Chlapecka related that frequently there are vehicles blocking her driveway, . She further related that she would like "drop off zone" signs placed on either side of her driveway.

For the above stated reasons, this officer feels that this application should be considered for approval for DROP OFF ZONE parking signs at this time.

REPORTING OFFICER RAIMONDI, MARGO J	STAR # 192	APPROVED BY	STAR #
--	---------------	-------------	--------

Handicapped Space/Zone Public Works Site Inspection

Application # 828

Public Works Director or Designee Robert Schiller

Comments: _____

Meets Public Works Criteria:

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

Date: 1/16/2013

Police Report # 12-14417

Handicapped Space/Zone Traffic Engineer Site Inspection

Application # 828

Traffic Engineer or Designee Nicole Campbell

Comments: After reviewing the application, drop off zone signs are being requested to prevent other drivers from blocking the applicant's driveway. This is not the intent of the use of a drop off zone. This is also a coner house in which the yellow no parking areas can be used temporarily for drop off and pick up. Public Works has painted 3' of yellow curb at the driveway to prevent encroachment upon the driveway.

Meets Traffic Criteria for:

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

Date: 1/16/2013

Police Report # 12-14417

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

JDR 11/9/12

A Century of Progress with Pride

Applicant's address is 2301 S. Clinton - corner of Clinton and 23rd street. She requests the zone to be on 23rd street near her back door.

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

Wille Chlapecka
(Name of Handicapped Applicant)

2301 S. Clinton
(Berwyn Address)

(Name of caregiver, or guardian if minor)

(Telephone /Cell Phone Number)

Is there a garage on the property? Yes / No

Are you the homeowner? Yes X No

Driveway short yes Carport _____
CORKER LOT

All Applicants must submit the Physicians form (A)

***Renters must submit the Owner Consent form (B).**

Vehicle Information.

applicant does not

(Vehicle make and model)

own a vehicle

(Color / Year)

(Illinois License Plate Number)

(Current City Vehicle Sticker Number)

BD 82473

(Illinois Handicapped Plate)

(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.

Wille Chlapecka

10/9/2012

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

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

(Signature of handicapped person or their legal guardian)

(Date)

Physician Form (A)

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

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

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.)

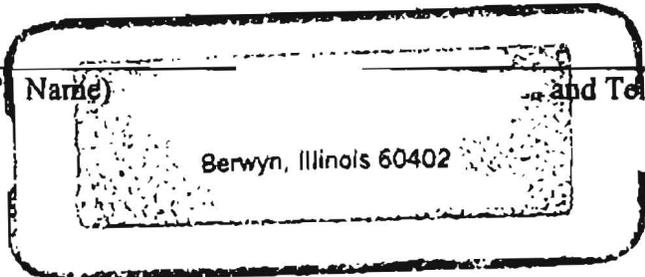
10-4-12

(Physician's Signature/Stamp)

(Date)

(Print Physician's Name)

and Telephone Number)



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

K-1

SOUTHTOWNSTAR

To: City of Berwyn, IL
Attn: Linda Degutis
Date: 01-09-13
Re: Southtown Star - Earning While Learning Non Profit program

Dear Ms. Degutis,

Thank you for your assistance on the phone.

Please allow this letter to act as confirmation that our Earning While Learning Program is conducting a college fundraiser for Hyles-Anderson College, a Christian Bible college. The fundraiser is in affiliate with the Southtown Star newspaper. We plan to canvass residential areas throughout the City of Berwyn informing people about the recent changes and benefits of our local newspaper.

We will provide names and photos of the individuals that will be canvassing, if needed.

Thank you in advance for your cooperation on this matter. Please feel free to contact me with any questions or concerns.

Appreciatively,
Jim

Jim Slavo
Earning While Learning
Youth Fundraiser Coordinator
219-201-5516



Linda L. Degutis

From: Jim Slavo [jim.slavo@newsmarketinggroup.com]
Sent: Friday, January 18, 2013 1:42 PM
To: Linda L. Degutis
Subject: Door Canvassing in Berwyn
Attachments: Liability Insurance.pdf; oscarphillpps.jpg

Hi Linda,

Attached are the following items you requested:

- General liability insurance, including Policy #
- Names of those canvassing are: Matthew Richardson, Justin Schantz, Matthew Konvelinka, Ryan Zydznicki, Kendall Leonard. Every person carries with them an ID badge, complete with picture and name. Attached you will find an example of the ID badge each person will be wearing around their neck.
- We would like to canvass Berwyn between January 28th - February 24, 2013

Thanks for your help getting this approved.

Please give me a call if you need anything further,
Jim

219-201-5516 mobile

--

Jim Slavo
News Marketing Group, LLC
Acquisition/Media and Marketing Experts
www.newsmarketinggroup.com
219-923-NEWS(6397)