

Berwyn City Council

Regular Meeting
September 9, 2014
Agenda

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

- A. Pledge of Allegiance and Moment of Silence**
- B. Open Forum**
- C. Approval of Minutes**
 - 1. Regular Council Meeting and COW held on August 26, 2014 **Pg 3**
- D. Bid Openings**
- E. Building Development Corp., Berwyn Township/Health District**
 - 1. Berwyn Gateway Plaza II Redevelopment Agreement/Ordinance **Pg 8**
 - 2. TIF Application – Arcorp Structures, LLC, 3240-42 S. Oak Park Avenue **Pg 80**
 - 3. TIF Application – AWESOME Pest Services, 3118 S. Oak Park Avenue **Pg 84**
 - 4. Commercial Loan Program – Pan American Bank renewal **Pg 88**
- F. Reports from the Mayor**
 - 1. Elimination of Grants Administrator Position **Pg 112**
 - 2. Resolution, Extend Appreciation to Larry Toriello **Pg 113**
- G. Reports from the Clerk**
- H. Zoning Boards of Appeals**
- I. Reports from the Aldermen, Committees and Board**
 - 1. Alderman Polashek – Chicagoland Czech American Community Center 46th Houby Day **Pg 114**
 - 2. Alderman Fejt – Building Setback Ordinance **Pg 115**
- J. Reports from the Staff**
 - 1. Administrative Assistant - Masonry at City Hall **Pg 116**
 - 2. Board of Police/Fire Commissioners - Probationary Police Officer Appointment – Daniel Piemonte **Pg 124**
 - 3. Public Works Director - Request to waive the sealed bid process and accept the lowest proposal to replace water main on Oak Park Avenue **Pg 125**
 - 4. Public Works Director - RCC City Hall Alley Improvements Pilot Project **Pg 126**
 - 5. Berwyn Public Library - Authorization to advertise and hire a Library Assistant II – Teen (18 hrs.), Library Assistant I – Audio Visual (20 hrs.), and 2 Page (15 hrs. each) **Pg 127**
 - 6. Berwyn Public Library - The Library Department is requesting authorization to implement a new salary schedule **Pg 128**
 - 7. Berwyn Public Library – The Library Department is requesting waving the bidding process for emergency HVAC work due to health and safety risks **Pg 130**
- K. Consent Agenda**
 - 1. Payroll – 8/27/14 \$1,047,586.16 **Pg 132**
 - 2. Payables – 9/9/14 \$1,248,852.64 **Pg 133**
 - 3. Collection and Licensing for the month of August, 2014 **Pg 139**
 - 4. Handicap Application #897 – 3118 Clarence **Pg 144**
 - 5. Block Party – 1300 block of Wenonah, 9/13/14 RD 9/20/14 **Pg 151**
 - 6. Block Party – 2300 block of Cuyler, 9/13/14 RD 9/20/14 **Pg 153**

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| 7. Block Garage Sale – 1600 block of Clinton, 9/20/14 & 9/21/14 RD 9/27/14 & 9/28/14 | Pg 155 |
| 8. Kiwanis Club of Berwyn – Kiwanis Peanut Day, 9/24/14 – 9/27/14 | Pg 157 |
| 9. JenCare – Anniversary Party on the Vacin Parkway, 9/26/14 | Pg 158 |
| 10. Girl Scouts – Fall Product Program, Cookie Program, 10/1/14 – 3/1/15 | Pg 159 |
| 11. Morton College – HOPE Scholarship Fundraiser through 4/15/15 | Pg 161 |
| 12. Morton High School- Homecoming Parade, 26 th Street 10/3/14 | Pg 162 |

_____ - Thomas J. Pavlik, City Clerk

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

C-1

ROBERT J. LOVERO
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
August 26, 2014

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Fejt, Polashek, Santoy, Avila and Laureto.
2. The Pledge of Allegiance was recited and a moment of silence was given for the family of Robert Considine Sr., a former Lieutenant with the Berwyn Fire Department and father of Robert Considine Jr., a retired Lieutenant of the Berwyn Fire Department; Joanna M. Santangelo, sister – in – law of Berwyn Police Division Commander Joseph Santangelo and cousin of Police TCO Mia Alvarez, also a moment for the men and women protecting our safety on the streets of Berwyn, in the Armed Forces and for all Veterans.
3. The Open Forum, Santoy made a motion, second by Boyajian, to defer the open forum until the end of the meeting. The motion carried by a voice vote.
4. Minutes of the Berwyn City Council regular meeting and Committee of the Whole held August 12, 2014, were submitted. Thereafter, Avila made a motion, seconded by Laureto, to concur and approve as submitted. The motion carried by a voice vote.
5. Chapman made a motion, seconded by Boyajian, to concur and amend the agenda to include items J-3 and K-9. Thereafter, Chapman made a motion, second by Paul, to suspend the rules and bring forward agenda item F-1. The motion carried by a voice vote.
6. F-1, the Mayor submitted a proclamation to congratulate Matthew Pondel on achieving the level of Eagle Scout. Thereafter, Chapman made a motion, second by Polashek, to **adopt** the proclamation as presented. The motion carried by a voice vote. Thereafter, the Mayor recognized Matthew Pondel to congratulate and presented him with the proclamation.

BERWYN CITY COUNCIL MINUTES
August 26, 2014

7. The Berwyn Development Corporation submitted a communication regarding a TIF application for Carol Bodden, 6250 Ogden Avenue. Kurtis Pozsgay of the Berwyn Development Corporation reviewed same. Thereafter, Boyajian made a motion, seconded by Chapman, to concur and approve for payment in an amount not to exceed \$60,000, \$20,000 per year for three years. The motion carried with a unanimous roll call vote.
8. The City Administrator submitted a communication regarding a contract to hire The Lakota Group to identify and recommend a historic district that qualifies for nomination as a National Register of Historic Places. Thereafter, Santoy made a motion, second by Avila, to concur and approve as submitted for payment in an amount not to exceed \$28,500. The motion carried with a unanimous roll call vote.
9. The Public Works Director submitted a communication requesting the purchase of a State Bid Dump Truck. Thereafter, Boyajian made a motion, second by Paul, to concur, approve as submitted for payment in an amount not to exceed \$110,823.42. The motion carried with a unanimous roll call vote.
10. The Fire Chief submitted a communication requesting permission to contact the Fire and Police Commission to hire a probationary firefighter/paramedic to replace the firefighter/paramedic that has resigned. Thereafter, Avila made a motion, second by Polashek, to concur and grant permission. The motion carried by a voice vote.
11. The consent agenda, items K-1 through K-9, were submitted:
 1. Payroll – 8/13/14 \$1,135,464.28 - Approve
 2. Payables – 8/26/14 \$1,246,562.14 - Approve
 3. Handicap Application #816 – 1832 Scoville - Approve
 4. Handicap Application #893 – 1844 Gunderson - Approve
 5. Block Party – 3200 block of Wisconsin – 9/6/14 RD 9/7/14
 6. Block Party – 1200 block of Kenilworth – 9/6/14 RD 9/13/14
 7. K of C, ID Tootsie Roll Drive 9/19/14 through 9/21/14
 8. Sokol Tabor, Rummage Sale- 10/10/14 & 10/11/14
 9. P Lounge, ALS Fundraiser – 8/31/14

BERWYN CITY COUNCIL MINUTES
August 26, 2014


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

12. The Open Forum portion of the meeting was announced, the Mayor address the audience regarding the on-line petition for developing flood reduction initiatives and what has been done by the city recently to address same. The Mayor stated he has a meeting scheduled for September 2nd with the Metropolitan Water Reclamation District and announced a tentative date for a Town Hall Meeting for October 15th to address flooding issues. The Mayor noted the city has spent 2.8 million on a 135 repairs this fiscal budget and the 1.1 million grant recently awarded by the State to cover sewer repairs. Plans were announced to start a resident assist program to help cover individual home flood control devices such as back flow valves and over head sewers. The Mayor recognized William Spezak of the 3500 block of Home who addressed residents about installing check valves and the importance of cleaning out your catch basins on a regular basis to help prevent basement flooding. Ed Karesak of the 7000 block of W. 29th Place spoke regarding the geological forces at work in Berwyn with the south end being built on swamp land and the north end, which is set on limestone bedrock. Debbie Paign of the 3200 block of Clarence questioned the city's on-line residential flooding survey and possible access to that data collected or the city generating a report with compiled data to assist the residence understanding of the areas affected. A resident of the 6500 block of W, 26th Street stated she appreciated the information provided by the 3rd Ward Alderman and the fine job the Berwyn Police Department is doing. Matt Zurek of Highland Ave. spoke regarding raw sewage backups and the fact that his insurance company no longer covers sewer flooding since 2010. Joe Munoz of the 3600 block of Scoville spoke regarding installing rain barrels to down spouts. The Mayor recognized the Public Works Director Robert Schiller who answered questions about various flood control devices, questions about the Berwyn sewer systems and the city's efforts to repair and/or improve its sewer infrastructure. The Mayor recognized Building Director Charles Lazzara who spoke regarding maintaining catch basins, the effectiveness of sewer drain stand pipes, approximate costs of flood control devices and the importance of hiring licensed reputable contractors, a list the city can provide. Alderman Laureto thanked the staff of the Berwyn Public Library for the recent Fairy Tales event.

BERWYN CITY COUNCIL MINUTES
August 26, 2014

13. 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 9:30 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk

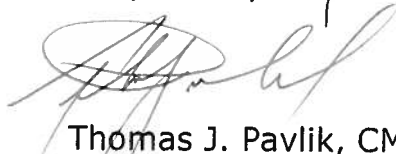
MINUTES
BERWYN CITY COUNCIL
COMMITTEE OF THE WHOLE
August 26, 2014

1. Mayor Lovero called the Committee of the Whole to order at 7:01 p.m.; upon the call of the roll the following responded present: Chapman, Boyajian, Fejt, Paul, Santoy, Avila and Laureto. Absent: Polashek. Thereafter, Avila made a motion, seconded by Santoy, to excuse Alderman Polashek. The motion carried by a voice vote.
2. The Mayor noted that there was no business for the open Committee of the Whole and opened the floor to any agenda item questions. Alderman Paul questioned J-1, a request to contract the Lakota Group for nomination as a National Register of Historic Places. City Administrator Brian Pabst explained the National Historic Nomination Ad Hoc Committee's recommendations. Alderman Santoy who is part of that committee further explained the reasoning.
3. The Mayor asked for a motion to close the Committee of the Whole for pending litigation. Thereafter, Santoy made a motion, seconded by Avila, to close the Committee of the Whole at 7:09 p.m. The motion carried.

Note: Polashek present in closed session at 7:27 p.m.

4. A motion was made by Polashek, seconded by Boyajian, in closed session, to re-open the Committee of the Whole at 7:30 p.m. The motion carried
5. There being no future business for the Committee of the Whole, the Mayor entertained a motion to adjourn. Thereafter, a motion was made by Boyajian, seconded by Chapman, to adjourn the Committee of the Whole at 7:30 p.m. The motion carried.

Respectfully submitted,



Thomas J. Pavlik, CMC
City Clerk



September 9, 2014

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

Re: Berwyn Gateway Plaza II Redevelopment Agreement


Dear Mayor and City Council,

The BDC is seeking consideration of the attached Ordinance and Redevelopment Agreement for the second phase of redevelopment at Berwyn Gateway Plaza.

The second phase of redevelopment at Berwyn Gateway Plaza is a complete renovation of the commercial block between Maple Avenue and Wisconsin Avenue on the north side of Cermak Road. The completion of the second phase of redevelopment will continue the redevelopment work started at the corner of Cermak and Harlem, creating 16,453 sq. ft. of new retail property within the City of Berwyn. The new operations are estimated to create \$680,000 in cumulative property taxes and \$155,940 in new annual sales.

With the consent of City Council, the group can commence work on their project and contribute to the revitalization efforts taking place on Cermak Road.

Respectfully submitted for your consideration,


Anthony W. Griffin

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND AUTHORIZING AND APPROVING A CERTAIN REDEVELOPMENT AGREEMENT WITH BERWYN GATEWAY PARTNERS II LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS

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

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

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on September 10, 2014.

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND AUTHORIZING AND APPROVING A CERTAIN REDEVELOPMENT AGREEMENT WITH BERWYN GATEWAY PARTNERS II LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS

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

WHEREAS, the City is the owner of that certain real property commonly known as 2136 Wisconsin Avenue, the alley right of way between Wisconsin Avenue and Maple Avenue and the parking lot located north of said alley (collectively, the “City Property”); and

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

WHEREAS, there exists a certain redevelopment agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which the City will convey the City Property to Berwyn Gateway Partners II LLC (the “Developer”) and the Developer will carry out the Redevelopment Project (as defined below); and

WHEREAS, in addition to acquiring the City Property, the Developer intends to acquire certain real estate located adjacent to the City Property (the “Adjacent Property” and with the City Property, the “Property”) and thereafter redevelop the Property and by, among other things, constructing a commercial retail/restaurant development, including a commercial bank, landscaping,

off-street parking and the certain infrastructure improvements for sale and/or lease as further described in the Agreement (collectively, the “Redevelopment Project”); and

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

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

WHEREAS, pursuant to the TIF Ordinances, the Redevelopment Plan and the TIF Act, the Developer may be eligible to receive TIF funds for certain redevelopment project costs incurred in connection with the Redevelopment Project; and

WHEREAS, the Agreement also sets forth the terms under which the City may elect to provide economic assistance to the Developer by reimbursing the Developer for certain eligible redevelopment project costs incurred in carrying out the Redevelopment Project; and

WHEREAS, the Mayor and the City Council (collectively, the “Corporate Authorities”) have determined and do hereby determine that the Redevelopment Project is in the best interests of the City as it will, among other things, aid the City in: (a) eliminating blight factors and characteristics associated with the Redevelopment Project Area; (b) facilitating the redevelopment of the Redevelopment Project Area; (c) improving the environment of the City; (d) increasing economic

activity within the City; (e) promoting and achieving the goals of the Redevelopment Plan; and (f) producing increased tax revenues for the various taxing districts authorized to levy taxes on the Property; and

WHEREAS, as required by the TIF Act, the City previously solicited alternate proposals for the conveyance and redevelopment of the City Property; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is in the best interests of City and its residents to convey the City Property to the Developer and to enter into the Agreement to facilitate the Redevelopment Project; and

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

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

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

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

Section 2. The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to convey the City Property to the Developer

to facilitate the Redevelopment Project and to execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement.

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

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

Section 5. The Mayor is hereby authorized and directed to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel. The City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement or the conveyance of the City Property. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

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

Section 7. The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed

inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 9th day of September 2014, pursuant to a roll call vote, as follows:

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

APPROVED this 9th day of September 2014.

ATTEST:

 Robert J. Lovero
 MAYOR

 Thomas J. Pavlik
 CITY CLERK

Permanent Real Estate Tax Index Nos.:
See Exhibit A hereto

Street Address:
2135 Maple Avenue, 2136 Wisconsin Avenue and 7100-7120 West Cermak Road, all of which is located on the North side of Cermak Road, east of Harlem Avenue, City of Berwyn, Cook County, Illinois

**REDEVELOPMENT AGREEMENT
FOR THE REDEVELOPMENT OF BERWYN GATEWAY PLAZA PHASE II,
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

THIS REDEVELOPMENT AGREEMENT ("Agreement") is made between the CITY OF BERWYN, an Illinois municipal corporation (hereinafter referred to as the "City") and BERWYN GATEWAY PARTNERS II LLC, an Illinois limited liability company, its successors and/or assigns (hereinafter referred to as "Developer"), and is dated as of _____, 2014.

WITNESSETH

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

REDEVELOPMENT AGREEMENT

**RE: REDEVELOPMENT AGREEMENT
FOR THE REDEVELOPMENT OF BERWYN GATEWAY PLAZA II,
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

MADE BY AND BETWEEN:

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

AND

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

LIST OF EXHIBITS

**Re: REDEVELOPMENT AGREEMENT
FOR THE REDEVELOPMENT OF BERWYN GATEWAY PLAZA II,
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

EXHIBIT A - TIF Redevelopment Project Area

EXHIBIT B - Block 2 Project Area

EXHIBIT C - Block 2 Project Area Plan

EXHIBIT D - Project Schedule

EXHIBIT E - TIF Design Standards

EXHIBIT F – Form Deed

**REDEVELOPMENT AGREEMENT
FOR THE REDEVELOPMENT OF BERWYN GATEWAY PLAZA II,
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

THIS AGREEMENT is made between the CITY OF BERWYN, an Illinois municipal corporation (hereinafter referred to as the “City”) and BERWYN GATEWAY PARTNERS II LLC, an Illinois limited liability company, its successors and/or assigns (hereinafter referred to as “Developer”), and is dated as of _____, 2014 (the “Effective Date”).

RECITALS

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

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

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

In accordance with the Act, and after giving all notices and conducting all public hearings required by law, the City adopted Ordinance No. 11-26 approving a proposed redevelopment plan and project as set forth in that certain [“*Tax Increment Redevelopment Plan and Project, City of Berwyn, Illinois*”] (“TIF Ordinance”); which TIF Ordinance contains a plan (“TIF Plan”) for the redevelopment of certain land within the City located along Cermak Road, east of Harlem Avenue, as depicted in Exhibit A hereto (“TIF Redevelopment Area”).

In accordance with the Act, the City adopted ordinances (i) by which the TIF Redevelopment Area was designated a “redevelopment project area” (as that term is defined by the Act) and (ii) by which tax increment financing was adopted for purposes of implementing the TIF Plan for the TIF Redevelopment Area (“TIF”). The Developer represents and the City hereby acknowledges that, without an economic incentive of the TIF, it is unlikely that any of the property located within the TIF Redevelopment Project Area would be redeveloped.

As part of the TIF and pursuant to one or more ordinances adopted by the City, the City intends to issue and sell Tax Increment Revenue Bonds and provide public project financing in the amount of \$2,212,000.00, secured by the incremental revenues from the Project, as set forth herein, to provide the incentives to Developer to complete the acquisition and redevelopment of the portion of the TIF Redevelopment Area depicted and legally described in **Exhibit B** hereto as the “Block 2 Project Area” (The public financing component is hereinafter sometimes referred to

the “Incentive”).

The Block 2 Project Area is located on the north side of Cermak Road, between Maple and Wisconsin Avenues and specifically comprised of certain separately owned parcels of real estate as follows: (i) 7100 W. Cermak Road (16-19-325 and 033) (“7100 Cermak”); (ii) 7104-7108 W. Cermak Road (16-19-325-029 and 030) (“7104-08 Cermak”); (iii) 7112 W. Cermak Road (16-19-325-025, 26, 27 and 28) (“5/3rd Bank Parcel”); (iv) 7120 W. Cermak Road (16-19-325-023 and 024) (“7120 Cermak”); (v) 2136 Wisconsin Avenue (16-19-325-022) (“2136 Wisconsin”); (vi) 2135 Maple Avenue (16-19-325-011) (“2135 Maple Avenue”); (vii) Alley Right of Way between Maple and Wisconsin (“Alley ROW”) and (viii) Parking Lot located north of the Alley ROW and which is currently subject to a long term ground lease (“East Parking Lot Lease”) with Berwyn Gateway Partners LLC (16-19-324-047 Lot G) (“East Parking Lot”).

As of the date hereof, the City owns the Alley ROW, the East Parking Lot and 2136 Wisconsin.

As of the date hereof, the Developer owns 2135 Maple and has entered into a binding contract for the acquisition of 7100 Cermak. Developer shall use its best efforts to place the 5/3rd Bank Parcel, 7120 Cermak, and 7104-08 Cermak under binding purchase and sale contracts for respective purchase price amounts designated between City and Developer (each a “Designated Purchase Price”). In the event that, after reasonable good faith best efforts, the Developer is unable to place all of the 5/3rd Bank Parcel, 7104-08 Cermak or 7120 Cermak under contract at the applicable Designated Purchase Price, then the City shall have the option of terminating this Agreement and thereafter using its eminent domain powers to complete the property assemblage herein contemplated. All of the portions of the Block 2 Project Area which are, at any time after the Effective Date hereof, owned by or under contract with (i) the City, and including the East Parking Lot, are hereinafter referred to as the “City Parcels” and (ii) the Developer are hereinafter referred to as the “Developer Parcels”.

At such time as the City has obtained funding of the Incentive funds, and Developer has satisfied all the applicable conditions precedent to such a contemplated transfer and all of the Block 2 Project Area is either owned or subject to contract with either the Developer or the City, all of the Block 2 Project Area shall be conveyed to or acquired by Developer upon the Developer satisfying certain conditions precedent (as set herein).

Developer has agreed to file and timely pursue the approval of and application for all applicable governmental and quasi-governmental approvals (as applicable) for the redevelopment of the Block 2 Project Area. The City agrees (as necessary and at no additional cost to it) to consent to the Developer filing all required applications for the aforementioned approvals.

The acquisition and rehabilitation of the Block 2 Project Area includes the construction of a commercial retail/restaurant development, including a commercial bank, landscaping, off-street parking and the improvements contemplated to be completed, sold and/or leased pursuant to the Final Block 2 Project Area Plan (as hereinafter defined), and in accordance with the

Project Schedule (as defined below); which acquisition and rehabilitation is hereinafter referred as the “Project”.

Each of the City and Developer intends to complete each of its obligations hereunder, including acquisition of the Block 2 Project Area, the redevelopment of the Block 2 Project Area in accordance with the Block 2 Project Area Plan.

The City is desirous of having the Block 2 Project Area rehabilitated, developed and redeveloped in accordance with the provisions of the TIF Plan and TIF Ordinance in order to serve the needs of the City, arrest physical decay and decline in the Block 2 Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the City and, in furtherance thereof, the City is willing to provide the Incentive and certain other incentives under the terms and conditions hereinafter set forth to assist such development, without which incentives the redevelopment and rehabilitation of the Block 2 Project Area would not occur.

In accordance with the applicable provisions of the Open Meetings Act (5 ILCS 120/1, *et seq.*) the City has adopted Ordinance No. _____, dated _____, 2014, approving and authorizing the execution and delivery of this Agreement and designating Developer as the exclusive developer of the Block 2 Project Area.

The parties hereunder have agreed to undertake the Project in certain progressive Project Phases (defined below), such that Developer shall deliver the Block 2 Project Area no later than Developer Completion Date set forth herein.

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

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

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

2. PROJECT: As a part of the Project described above, Developer, as provided herein, shall: (a) complete storm water detention and other surface and subsurface improvements located on the Block 2 Project Area (collectively, the “On-Site Improvements”) and surface and subsurface improvements located outside the Block 2 Project Area, including without limitation, construction of cul-de-sacs at Maple and Wisconsin Avenues at the intersection with the respective commercial alleys (if required by the City), improvements to and relocations, extensions and appropriate sizing of utility services to the boundaries of the Block 2 Project Area and all other public improvements, traffic control devices, public walkways and roadway

improvements, including a code compliant left turn lane from Cermak Road into the Block 2 Project Area (to be constructed as a continuing obligation of the phase I development by Berwyn Gateway Partners LLC and the cost of which shall be excluded from the Pro Forma for calculation of the Project Cost), as approved by the City ("Off-Site/Public Improvements"); (b) complete demolition of all other structures and improvements located within the Block 2 Project Area to a depth of 10 feet below grade (or such depth as Developer shall require for the completion of the Project and correction of unsuitable or unstable soil conditions within the Block 2 Project Area ("Demolition Work")); and (c) remediate any environmental conditions or other hazards existing with respect to the Block 2 Project Area which are reasonably unacceptable to Developer, any financing source or committed tenant of the Project ("Remediation Work"). All reasonable costs incurred by the Developer in completing the On-Site Improvements, Off-Site/Public Improvements, the Demolition Work and the Remediation Work related to the phase II development (collectively, the "Project Work") shall be added as Developer expense in the Pro Forma (defined below) for the calculation of the Project Cost (defined below). Expenses for the Project shall be supported by existing commercially reasonable documentation, including estimates, invoices, lien waivers and paid pay orders as shall be reasonably required by City in connection with and as related to the City's expenditure of the Incentive.

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

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

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

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

4.01 Initial Commitment. Developer has heretofore acquired and/or placed under

contract, secured by Developer funds and earnest money thereunder, the parcels currently comprising the Developer Parcels, which is deemed by the City as reasonable and satisfactory evidence of Developer's commitment to the redevelopment of the Block 2 Project Area and performance under this Redevelopment Agreement.

4.02 Phased Development; Project Schedule.

A. Phased Development; Project Schedule. The Parties agree and acknowledge that the Project set forth herein is comprised of four (4) Project Phases to be completed in the following order and the successful completion, as determined by the City in its reasonable discretion, of the preceding Project Phase (defined below) shall be an express condition precedent for the Developer to commence the succeeding phase of the Project: (1) pre-leasing and financing; (2) entitlements/government approvals; (3) acquisition/conveyance of the Block 2 Project Area; and (4) construction of the Project and On- and Off-Site Improvements (collectively, the "Project Phases" and individually a "Phase" or "Project Phase"). In addition, the Developer shall complete the Project in accordance with the schedule agreed to by the parties (the "Project Schedule"), attached hereto and made part hereof as **Exhibit D**, and the parties agree that the Developer's compliance with the Project Phases and the Project Schedule are material obligations of the Developer. In the event that the City determines that the Developer has not successfully completed a Phase, in the City's reasonable discretion and after the expiration of all extensions, grace periods and rights or cure, the City shall have the right to declare the Developer to be in Default under this Agreement and the City shall have the rights and remedies set forth in Section 8.05 hereof.

B. Extension. Provided that Developer has acted in good faith and exercised reasonable diligence supported with specifically articulated facts and evidence of Developer's diligence, the City shall grant Developer one (1) extension for sixty (60) days upon the Developer's written request, provided that the written request is made to the City prior to the expiration of the applicable Phase. The Developer agrees to inform the City of its intent to seek an extension of the applicable Project Phase when it becomes reasonably apparent that the Developer will request the extension, and use its best efforts to notify in no event later than five (5) days prior to the deadline for the applicable Phase. For any additional extension requests, the City may extend or enlarge the time for the satisfaction of a Phase set forth on the Project Schedule, provided Developer submits the following to the City at least five (5) days prior to the expiration of the then current Phase: (i) a letter agreement executed by the parties agreeing to the extension and establishing a mutually agreed upon extended delivery date for the applicable Phase; and (ii) unless otherwise expressly waived by the City in writing, a certified check executed by the Developer made payable to the City in an amount of Twenty Thousand and No/100 US Dollars (\$20,000.00) as an extension payment, which amount shall be included in the calculation of the Project Cost but shall be forfeited by the Developer in the event that this Agreement is terminated as a result of Developer's Default prior to the City's issuance of the Certificate of Completion (as hereinafter defined). The City agrees, in good faith, to grant the Developer a reasonable extension for the satisfaction of applicable Project Phases for which the Developer needs third party approval, provided

that Developer has acted in good faith and exercised reasonable diligence in obtaining the approval, which shall be supported by specifically articulated facts and evidence of Developer's diligence. The City shall reject all extension requests made by the Developer that are not supported by evidence that the Developer took all reasonable steps to secure the third party approvals within a reasonable time prior to a Phase deadline set forth in the Project Schedule and/or used its best efforts to comply with the Project Schedule. No request for extensions shall be withheld for delays which are Permitted Delays (as defined below) or if caused by or reasonably attributable to the City, its agents, employees and/or contractors, all such extensions being without fee, cost or expense to Developer.

4.03 Phase 1: Project Area Plan/Leasing Plan/Leases/Project Financing.

A. Block 2 Project Area Plan. Within thirty (30) days after the Effective Date, Developer shall submit to the City a plan for the Project, which includes: (i) the Block 2 Project Area Plan (which shall be supplemented as part of Phase 2 below in connection with the Final Block 2 Project Area Plan); and (ii) a preliminary budget ("Preliminary Project Budget") setting forth estimated items of cost ("Project Costs") and all revenue with respect to the Project ("Pro Forma"; which Pro Forma may be revised from time to time as new items of cost and revenue, as applicable, are discerned). The parties acknowledge and agree that the Block 2 Project Area Plan will be supplemented with a landscaping plan, an elevation survey, a site plan drawn to scale, a parking plan, a general overview of the design and construction standards for the Project. If supplemented or modified and approved by the City then the current version becomes the controlling plan.

B. Leasing Plan. Within thirty (30) days after the Effective Date, Developer has heretofore submitted to the City a leasing/sale plan for the Project, which specifically lists retailers or retailer types and uses reasonably acceptable to the Berwyn Development Corporation (the "BDC") and the City ("Leasing/Sale Plan"). The City has reviewed and approved the Leasing/Sale Plan. Developer shall keep the Leasing/Sale Plan updated to the extent changes to the plan occur, and the BDC and the City shall have the right to review, comment upon and approve any proposed changes to the existing Leasing/Sale Plan within fifteen (15) days after receipt of the same. Changes shall be deemed acceptable if not rejected within such fifteen (15) day period.

C. Leases/Sale Contracts. Developer shall, within sixty (60) days after the later to occur of (i) the Effective Date of this Agreement and (ii) the date of the receipt by Developer of the City Acquisition Notice (as defined below), subject to extensions as provided in this Agreement, deliver and submit to the City fully enforceable and binding leases for approximately 7,500 square feet of retail space in conformity with the Leasing/Sale Plan for the Block 2 Project Area (the "Pre-Leasing/Sale Requirement"). Excluding any lease with 5/3rd Bank, the leases provided shall comprise no less than fifty percent (50%) of the leasable square footage of the Leasing/Sale Plan. The Parties agree and acknowledge that the Developer shall use its best efforts to lease and or sell the remainder of the Block 2 Project Area not included in the Pre-Leasing/Sale Requirement

and the proposed commercial bank use to tenants and/or owners engaged in businesses that generate sales taxes and are governed by the Illinois Retailers' Occupation Tax Act, Service Occupation Tax Act, the Service Use Tax Act (if applicable) and the Use Tax Act (if applicable). The City shall have the right to approve or reject such additional tenants submitted by the Developer (in its reasonable discretion) with such approval or rejection being made by the City in writing to the Developer no later than twenty (20) Business Days (defined below) after the receipt of the leases. Failure of the City to reject the tenants within the twenty (20) Business Day review period shall be equivalent to the City approving the tenants.

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

D. Financing/Equity. Developer, within sixty (60) days after the later of (i) the Effective Date of this Agreement and (ii) the date of the receipt by Developer of the City Acquisition Notice, shall deliver and submit to the City in writing a financing plan, bolstered by one or more letters of interest from qualified financial institutions, for financing, in a form acceptable to the City in its reasonable discretion identifying sources and amounts of financing for the payment of the Project Costs which are the responsibility of the Developer ("Financing Plan"). The City shall review and approve or reject the Financing Plan no later than ten (10) business days after submission of the Financing Plan, stating specific reasons why the rejection was made, if applicable. Failure of the City to reject the Financing Plan within the ten (10) business day review period shall be deemed accepted. Amounts not covered by the Financing Plan shall be a part of the Developer's equity in the Project. Developer equity in the project shall be minimally fifteen percent (15%). Developer shall submit the equity plan for the Project which demonstrates that funds are readily available, dedicated and reserved for the Project. The purpose of the Financing Plan is to establish and evidence to the City that the Developer has sufficient sources of funding available to it to enable the Developer to acquire, construct, develop and complete the Project. Developer, within thirty (30) days after the City's approval of the Financing Plan, shall deliver and submit to the City commitment letters evidencing financing for one hundred percent (100%) of the Project Costs. Developer shall notify the City of any intention to amend the Financing Plan. Any amendment or change to the Financing Plan will be minimally the equivalent of the original plan in its ability to finance the non-equity components of the acquisition, construction and Completion (defined below) of the Project and shall be approved in

writing by the City.

The City agrees to consider in good faith the Project's Leasing/Sale Plan, the Pre-Leasing/Sale Requirement to include individual leases, the Financing Plan, the Pro Forma and/or the revised Pro Forma, the Land Plan, and the Architectural Plan. In the event the City rejects or requests modifications or comments to the Leasing/Sale Plan, the Pre-Leasing/Sale Requirement, the Financing Plan, the Pro Forma and/or the revised Pro Forma, the Land Plan, or Architectural Plan, the Developer shall have the right to modify and resubmit a revised version of the same to the City within thirty (30) days or the parties can elect to terminate this Agreement. Any rejection, request for modifications or comments shall provide specific reasons for the same in sufficient detail to permit Developer to reasonably respond to and correct the same. In the event the Developer submits a revised Leasing Plan, the Initial Leasing Requirement, the Financing Plan, the Pro Forma and/or the revised Pro Forma, Land Plan, or Architectural Plan, the City shall review and accept or reject the same with ten (10) days. If the revised Leasing/Sale Plan, the Pre-Leasing/Sale Requirement, the Financing Plan, the Pro Forma and/or the revised Pro Forma, Land Plan, or Architectural Plan is not accepted by the City, this Agreement may be terminated by the City or Developer.

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

A. Phase 2: Project Approvals. From and after the date upon which the City and Developer shall have sufficient color of title and right to apply for entitlement of the Block 2 Project Area and upon City's affirmation of its obligations to reimburse set forth in Section 8.07 hereof, Developer, at its sole cost and expense, shall apply for, commence and prosecute all necessary applications for governmental and quasi-governmental approvals for the Project (including, without limitation, those for site plan approval, land use controls and infrastructure improvements) in accordance with the Block 2 Project Area Plan ("Project Approvals") in similar form to the documents submitted. Upon receipt of all such Project Approvals, the plans and specifications upon which such approvals are granted, which shall be in substantial compliance with the Block 2 Project Area Plan, shall be the "Final Block 2 Project Area Plan". The Final Block 2 Project Area Plan shall contain a landscaping plan, an elevation plan, a site plan for the Block 2 Project Area drawn to scale, the architectural specifications of the Project, a parking plan and a depiction of proposed development for the Block 2 Project Area. In the event the City is required to consent to applications for any Project Approvals, the City agrees to provide such consent, in accordance with the laws of the City, provided that neither the City nor the BDC shall bear any costs for any consent so provided. The City's consent to the Project Approvals shall not be read as an obligation or a guarantee of approval of the same. Notwithstanding the foregoing, the City shall not consent to any application for any Project Approval that fails to meet the TIF Design Standards. Developer shall apply for all Project Approvals as soon as possible, but in no event later than sixty (60) days after the later of (i) the Effective Date and (ii) the date of the receipt by Developer of the City Acquisition Notice, subject to the extension as set forth in this Agreement. All

Project Approvals shall be fully completed upon submission and completed to the best of the Developer's ability to satisfy Phase 2. In the event Developer, despite its best efforts and not seeking changes to the Block 2 Project Area Plan approved by the City and/or the BDC, does not obtain the Governmental Approvals, Developer may terminate this Agreement. The remaining unleased square footage in the Project, beyond the Pre-Leasing/Sale Requirement shall be valued at the eightieth (80th) percentile of submitted leases/sale contracts. Completion of Phase 2 shall expire no later than sixty (60) days after the later to occur of (i) the Effective Date and (ii) the date of the receipt by Developer of the City Acquisition Notice, which date may be extended as set forth herein or as mutually agreed to by the parties.

B. Phase 3: Acquisition/Developer Acquisition Contribution. Provided that all of the Block 2 Project Area has been acquired by the Developer or, to the extent not acquired, the remaining parcels thereof are subject to binding closing escrow instructions, with all Developer funds being expended and subject only to City funding, the City has the Incentive available and on deposit solely for the reimbursement of Developer for acquisition and other eligible costs of the Project and the Developer has sufficient proceeds available on deposit or through applicable financing ("Developer Acquisition Contribution"), the City shall fund the Incentive and convey the City Parcels to the Developer concurrently with the acquisition of such remaining parcels (if any) comprising the Block 2 Project Area ("Closing"). The cost of acquisition of the Block 2 Project Area, other than the Alley ROW, East Parking Lot and 2136 Wisconsin (which are being contributed as a part of the Redevelopment Incentive (as defined in Section 6.02 below), is anticipated to equal approximately \$4,102,000 (plus closing costs, fees and expenses), which amount shall be partially funded at the Closing from the Incentive funds of \$2,212,000. The Developer shall fund the remaining portion of the cost of acquisition of the Block 2 Project Area.

C. Phase 4: Covenant to Redevelop, Commence and Complete. For purposes herein, the term "Completion" shall mean and require that, subsequent to Developer's acquisition of the Block 2 Project Area, Developer shall construct, or cause the construction of, each aspect of the Project for which it is responsible in substantial accord with the Final Block 2 Project Area Plan at the sole cost and expense of the Developer, credited to Developer in the Pro Forma, and within the time periods specified in the Project Schedule, unless extended as provided in this Agreement, and in full compliance with all applicable laws, rules, regulations and ordinances, subject to (i) the issuance of permits, licenses and approvals for which timely application is made, and (ii) matters beyond the reasonable control of the Developer that materially affect the Completion of Developer's Obligations, including, without limitation, circumstances caused by tenant default and blackout periods, catastrophic weather conditions, proven material shortages which do not have like kind and quality replacements, local labor strikes, local terrorist threats or attacks, local acts of war and/or local civil unrest, acts of God and the like which shall provide the Developer a day for day extension of the applicable deliverable deadline equal to and not exceeding the period of the uncontrollable circumstance (collectively, the "Permitted Delays"). Developer shall achieve Completion of the Project minus tenant improvements as outlined in submitted leases within eighteen (18)

months after the Closing Date, unless extended as provided in this Agreement (“Developer Completion Date”). Developer shall notify the City within five (5) days of the Developer becoming aware that an extension due to a Permitted Delay is likely or forthcoming. All extensions must be agreed to and granted by the City in its reasonable discretion and in accordance with this Agreement.

4.05 Payment of Charges/City Payment. Developer shall pay when due, or if not known to be due, then within a reasonable time thereafter, all Charges (hereinafter defined) arising or incurred from and after the date hereof with respect to the Project. In the event, at any time or times after the Effective Date and prior to Completion, Developer shall fail to pay, bond or insure over the Charges, Developer shall so advise the City thereof in writing, and the City may, without waiving or releasing any obligation or liability of Developer under this Agreement, in its sole discretion, make such payment, or any part thereof, obtain a discharge, bond or insure over, or take any other action with respect thereto which the City deems reasonably advisable or permissible, including, without limitation, no action if not due during the period of any protest period properly invoked by Developer. All sums so paid by the City and any expenses, including reasonable attorneys’ fees, court costs, expenses and other charges relating thereto, shall be payable by Developer to the City within thirty (30) days after written request supported by invoices. As used herein the term “Charges” shall mean all national, federal, state, county, City, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances or non-governmental claims or liens upon and/or relating to the Project which affect any interest of the City in the Block 2 Project Area or Project, and which are not otherwise the obligation of the City.

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

4.07 Developer Meetings and Cooperation.

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

B. The Developer hereby designates Timothy B. Hague as the representative of the Developer, with full power and authority to meet with the designated

representatives of the City and the BDC for the purpose of carrying out the provisions of this Agreement.

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

4.08 Restrictions/Additional Covenants. Developer agrees that with respect to the construction and operation of the Project, neither Developer nor any agents or employees of the Developer shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, disability or sexual orientation in the sale, lease or rental, or in the use or occupancy of the Block 2 Project Area or any improvements located or to be erected thereon, or any part thereof.

4.09 Indemnity. Except with respect to matters that arise out of the existing condition of the City Parcels or the willful misconduct or negligence of the City, its agents, contractors and/or employees, Developer hereby agrees to indemnify, protect, defend and hold the City harmless from and against any costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered and incurred by the City arising from or in connection with: (i) willful or negligent acts or omissions of the Developer, its agents, representatives, contractors and/or employees; or (ii) material misrepresentations or omissions in this Agreement; or (iii) the failure of Developer to cure or otherwise correct any material misrepresentations or omissions in this Agreement or any other agreement relating hereto; (iv) any violation that occurred during or after the time Developer owns and/or controls, as applicable, the Block 2 Project Area, to the extent resulting from the acts of Developer and/or Developer's agents, representatives, contractors or employees, of any applicable statute, law, code, rule or regulation for the protection of the environment ("Environmental Violation"), which occurs or is alleged to occur upon the Block 2 Project Area or in connection with the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of Environmental Violation; provided that to the extent that the City is strictly liable or alleged to be strictly liable in respect to the Block 2 Project Area under any such environmental statute as a result of the Environmental Violation, Developer's obligation to the City under this indemnity shall likewise be without regard to fault on the part of Developer, who will also indemnify the City with respect to any Environmental Violation which results in liability to the City. The indemnity in subsection (iv) shall not apply to any act or omission resulting in the Environmental Violation which arises from the City's own negligence. For purposes of protection and indemnity in this Section of this Agreement, City shall mean, the City, its Mayor, Clerk, Aldermen, the BDC, its Executive Director, and the experts, attorneys, agents, contractors and/or employees of the City and the BDC.

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

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

transactions contemplated hereby, including, without limitation the ability to provide the public project financing as set forth herein.

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

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

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

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

6.01 Acquisition and Conveyance. The City currently owns good and marketable fee simple title to the Alley ROW, the East Parking Lot and 2136 Wisconsin (the "City Parcels"). The City shall provide written notification to Developer at such time as the City is in a position to convey (or cause the conveyance of) good and marketable fee simple title to the City Parcels to the Developer ("City Acquisition Notice") and shall convey (or cause the conveyance of) the City Parcels to Developer as provided herein on or prior to that date which is thirty (30) days after satisfaction of Project Phases 1, 2 and any conditions precedent to such acquisition provided in Phase 3 of this Agreement (the "Closing Date"). In the event Project Phases 1, 2 and any conditions precedent to such acquisition provided in Phase 3 of this Agreement have not been materially satisfied and the City has fulfilled each of its obligations hereunder, including delivery of the City Acquisition Notice, and the City elects not to extend, then the City shall have the right to terminate this Agreement without further obligation or liability. In the event the City is unable to deliver the City Acquisition Notice and cannot convey the City Parcels to the Developer on the Closing Date, Developer shall have the right to terminate this Agreement with no recourse against the City.

The City shall provide the Developer with preliminary title reports for the City Parcels and any existing studies or other reports in its possession or control relating to the City Parcels on or prior to the later of (i) one hundred twenty (120) days after the Effective Date and thirty (30) days after delivery of the City Acquisition Notice.

A. Conditions and Agreement for Conveyance. The parties agree that the following shall be conditions and requirements relating to the conveyance and sale by the

City and acceptance and purchase by Developer of City Parcels:

(i) Physical Condition: The City is conveying the City Parcels portion of the Block 2 Project Area to the Developer and the Developer is accepting the same from the City in an “AS-IS, WHERE-IS; WITH ALL FAULTS” condition with the City providing the Developer no representations or warranties regarding the physical condition of the City Parcels except as specifically and explicitly set forth herein.

(ii) Escrow, Closing and Permitted Exceptions: The conveyance of the City Parcels shall be consummated through a “New York Style” deed and money escrow (“Deed and Money Escrow”) with Chicago Title and Trust Company (“Escrowee”), on the following terms and conditions and such additional terms and conditions as agreed to between the City and Developer in the instructions for the Deed and Money Escrow (“Escrow Instructions”).

(iii) For a period of ninety (90) days after the date upon which the City shall have sufficient right of entry upon the City Parcels, or such later date as mutually agreed to pursuant to the terms in this Agreement (the “Due Diligence Period”), Developer and its agents and representatives shall be entitled to conduct an inspection as to the property located within the City Parcels, which will include, but shall not be limited to, the rights to enter on the property to perform inspections and tests. If Developer, in its reasonable discretion, determines that the results of any inspection, test, or examination do not meet Developer’s criteria for the purchase, financing, redevelopment or operation of the City Parcels, or that such inspections and/or tests will extend beyond the Due Diligence Period, then Developer shall notify the City that it requests an extension of the Due Diligence Period in accordance with the terms of this Agreement. If the City refused to grant the extension, then Developer may terminate this Agreement with no recourse by dispatching written notice to the City, which notice shall be given not later than the last day of the Due Diligence Period. In the event Developer fails to so notify the City prior to the expiration of the Due Diligence Period, Developer’s right to terminate this Agreement pursuant to this section shall be waived and become null and void. The Developer may freely waive its rights under this section of this Agreement or shorten the Due Diligence Period in its sole and absolute discretion. Neither Developer, nor any of its agents or representatives, shall damage the City Parcels portion of the Block 2 Project Area or any portion thereof, except for soil borings and testing, which shall not be unduly burdensome to the City, any immaterial damage caused by environmental and other tests undertaken at Developer’s direction, all of which shall promptly be repaired by Developer at Developer’s sole cost and expense. Developer agrees to indemnify, defend, protect and hold harmless the City from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys’ fees, arising out of any act or omission of Developer or its agents and/or representatives, in connection with Developer’s due diligence review. The foregoing obligation shall survive the Closing and any termination of this

Agreement. To the extent that Developer intends to enter, or have its agents or representatives enter, the City Parcels, Developer agrees to deliver evidence of liability insurance reasonably acceptable to the City and naming the City as an additional insured during the period of any inspection upon real estate owned by the City. Upon the City's receipt of the abovementioned certificate insurance, the Developer shall be permitted to enter the City Parcels when this Agreement is in full force and effect for the sole purpose of effectuating any of the inspections or testing requirements set forth herein, provided, that the insurance and indemnification provisions set forth herein shall be in full force and effect during Developer's entry onto and testing and inspection of the City Parcels.

B. Fee Simple Title. The City shall convey (or cause the conveyance of) good and marketable fee simple title to the City Parcels by recordable special warranty deed or other appropriate instrument mutually acceptable to the parties ("Deed"), free of leasehold, use, license, easement, possessory or ownership interests of such a nature so as to materially affect or disrupt the Developer's intended use of the City Parcels, subject to the following and reserving all public utility easements and other rights so listed on Schedule attached hereto and incorporated herein ("Permitted Exceptions"):

(i) Covenants, restrictions and easements of record reasonably acceptable to Developer and which, in the exclusive, but reasonable opinion of Developer, do not render the City Parcels, or any portion thereof, unsuitable for the purposes of constructing and operating the Project in accordance with the Final Block 2 Project Area Plan (if there are any objectionable conditions, then Developer shall notify the City in writing of the same, which shall be considered and treated hereunder as a "Defect" as provided below); and

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

(iii) A deed restriction and covenant directing the title to the City Parcels to revert back to the City, as applicable, in the event the Developer fails to proceed with the Project or otherwise Defaults regarding its obligations under this Agreement during the period in which such restrictions are in existence ("Deed Restriction"), which Deed Restriction shall, notwithstanding any other provision hereof, terminate and extinguish at such time as the City shall issue a certificate of occupancy for ninety percent (90%) of the leasable square footage of the Project, and the City shall have the obligation, within thirty (30) days after such event (or other event terminating such Deed Restriction) to execute and deliver to Developer a release of the Deed Restriction in recordable form; and

(iv) A deed restriction providing no portion of the property shall be used for the following as defined by the City of Berwyn Code of Ordinances: (i) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation; or (ii) any type of "flea-market" sales; or (iii) any pool or billiard room; or (iv) any amusement arcade or game center; or (v) any massage parlor,

modeling studio, tanning salon or establishment where men or women are engaged in salacious activities or any type of establishment that would be considered a sexually oriented business by prevailing community standards; or (vi) any business engaged in the rental or sale of pornographic literature or video products; or (vii) barber or beauty shops (including nail salons, but excluding hair and beauty salons which are nationally accredited tenants or franchises); or (viii) tobacco shops; or (ix) pawn shops; or (x) video stores; (xi) or personal and business credit institutions, bond and mortgage companies, mortgage brokers, mortgage bankers, loan companies, loan agents and correspondents, loan brokers, securities and commodities brokers and dealers, insurance carriers, insurance agents and brokers; or (xii) currency exchanges, check cashing agencies, payday loan stores or such similar stores. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Developer shall not construct, market, own, lease or sell space to any use or permit the use or occupancy of any portion of the Project in any manner, whatsoever, which violates any law, statute, regulation, ordinance, order, covenant, restriction or decision of any court of competent jurisdiction, or is dangerous to life or property or creates a public nuisance (the "Use Restriction").

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

(i) A commitment for an ALTA Owner's Policy of Title Insurance for the City Parcels ("Title Commitment"), issued by Greater Illinois Title Company and underwritten by Chicago Title and Trust Company ("Title Company"), which shall be dated down as of a date not more than thirty (30) days prior to the anticipated date of the delivery and recording of the Deed, with copies of all documents referenced in Schedule B to such Title Commitment. The Title Commitment shall commit to the issuance of a policy insuring fee simple ownership in the City Parcels as of the date of the recording of the Deed, with extended coverage over all general exceptions and with affirmative coverage over exclusions relating to creditors' rights, subject only to the Permitted Exceptions, and containing endorsements as shall be reasonably required by Developer ("Policy"). Notwithstanding the foregoing, the Developer shall be responsible for the costs of all endorsements, other than extended coverage. The Policy shall be in the amount of the aggregate cost of the City Parcels (notwithstanding that Developer may, at its sole cost and expense, include the City Parcels within its title insurance policy for the remainder of the Block 2 Project Area).

The City shall not impose any local transfer tax or fees on the Developer in connection with the acquisition by Developer of all or any portion of the Block 2 Project Area to the extent said transfer tax or fees would be waived pursuant to the City of Berwyn Code of Ordinances if the City were the purchaser of said portion of the Block 2 Project Area. Developer shall bear all costs and charges in connection with the closing escrow and such title insurance Policy and any endorsements, recordation of any security documents for any mortgage financing

it obtains and all costs associated with the establishment and operation of the New York Style Escrow and the cost of recording this Agreement.

(ii) A currently dated survey of the City Parcels, prepared and certified to Developer, the City, the Title Company, Developer's lender and such other parties as may be required by Developer by a registered Illinois land surveyor to the applicable standards promulgated by the American Land Title Association and the American College of Surveying and Mapping, 2005 (the "Survey").

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

D. Prorations. Real estate taxes then due and payable and all such other taxes, assessments, liens and charges of whatever nature which are then due and payable or which shall be due and payable at any time in the future and which affect the City Parcels and were incurred at or prior to Closing shall be paid in full and removed as a lien or charge against the City Parcels prior to delivery of the Deed. The City shall extend a credit to Developer as of the date of Closing for all then unpaid general real estate taxes up to and including the date of Closing, calculated on the basis of the last ascertainable tax bill(s) for the City Parcels. The credit shall be subject to re-proration at such time as the actual tax bill(s) is issued for the City Parcels, at which time, the City or Developer, as the case may be, shall pay the amount of the over payment or under payment, as applicable, within thirty (30) days after written demand from the other party. Notwithstanding the foregoing, nothing shall limit the City from seeking real estate tax relief on the properties subject to the re-proration agreement.

E. Closing Documents.

(i) The City shall deliver or cause to be delivered the following documents to the Escrowee at the time of the Closing:

- (a) the Deed;
- (b) an Affidavit of Title;

(c) a standard form Bill of Sale conveying from the City to Developer title to any personal property, if any, free and clear of all encumbrances;

(d) all documentation required by Section 1445 of the Internal Revenue Code of 1986, as amended from time to time, including without limitation, an affidavit from the City that it is not a “foreign person” as defined in such Code;

(e) GAP undertaking; and

(f) ALTA loan and extended coverage statement, along with utility letters and other items required by the Title Insurer to insure over each of the general exceptions, as contained in the Title Commitment.

(ii) Developer shall deliver to the Escrowee an ALTA loan and extended coverage statement, GAP undertaking and the TIF Incentive, in cleared funds via wire transfer.

(iii) The City and Developer shall jointly deposit with Escrowee City, State and County transfer tax declarations, a mutually agreed upon closing statement, the cancelled East Parking Lot Lease, and all other documents reasonably required to transfer the City Parcels.

F. Environmental Audit. Developer shall contract for an environmental audit of the Block 2 Project Area (the “Environmental Audit”) with a copy thereof delivered and certified to City, Developer and its financing source and any tenant (as indicated by Developer) by the firm preparing the Environmental Audit. Based upon the Environmental Audit and any subsequent audits or studies required to be conducted thereunder, Developer shall establish a budget and schedule for the completion of the Remediation Work. Budgeted costs shall be approved development costs to be included in the revised Pro Forma.

G. Block 2 Project Area Parking Lot Lease. Developer shall cause its affiliate to terminate the East Parking Lot Lease as a condition to the conveyance of the East Parking Lot to Developer, which shall occur on the Closing Date.

6.02 Redevelopment Incentives. In consideration of the undertaking and completing of the Developer Obligations, the City agrees to the following Redevelopment Incentives:

A. Conveyance and Acquisition Incentives. The City shall convey, without cost, the Alley ROW, the East Parking Lot and 2136 Wisconsin, vacate and convey any other easements and rights or way as shall be reasonably necessary to permit the construction, use and operation of the Project in accordance with the Final Block 2

Project Area Plan.

B. Reimbursement of Developer/TIF Incentive and TIF Eligible Expenses.

As a condition precedent to Developer's obligation to acquire the Block 2 Project Area and complete Project Phases 3 and 4 above, the City hereby agrees to extend the Incentive, subject to the terms of this Agreement, to Developer and to pay directly or reimburse Developer for eligible costs, fees and expenses of the Project under the Act ("TIF Eligible Expenses") and other identified Project costs as identified on the approved Pro Forma. The Incentive shall be fully funded and available as of the Closing Date provided that Developer has acquired or is prepared to simultaneously close upon the acquisition of all of the Developer Parcels.

6.03 City's Assistance/Zoning and Project Approvals. The City hereby agrees to designate representatives to meet with the designated representatives of the Developer for the purpose of planning and defining the obligations to be undertaken for implementing the construction and completion of the Project and to obtain necessary Project Approvals. The City agrees to consent to the Developer filing an application for all required Project Approvals, including those prosecuted with the Illinois Department of Transportation, Cook County Highway Department, and applicable sanitary, sewerage, water and drainage districts or authorities; provided, however, all such applications shall be made in accordance with all applicable laws, codes and procedures and consistent with prior submitted documentation. The City will assist the Developer in securing and obtaining all necessary Project Approvals, and any other consents, permits, licenses, authorizations and easements reasonably necessary or required for the development and construction of the Project. The Developer shall make all necessary applications to secure land use modifications for the Developer's intended use of the Block 2 Project Area and the City agrees to consent to the same, provided they are consistent with the Block 2 Project Area Plan. As stated above, neither the City nor the BDC shall incur or be responsible for any costs or expenses for any Project Approvals so applied for pursuant to the terms of this Agreement, but such costs and expenses shall be included in the Pro Forma.

6.04 Certificate of Completion. After completion of the construction of the Project in accordance with this Agreement and the execution of leases representing not less than eighty percent (80%) occupancy for the Project, the City shall furnish Developer with a certificate of occupancy or similar appropriate instrument so certifying such Completion ("Certificate of Completion"). The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer, but shall not limit any of the Developer's Obligations not related to the construction of the Project, including, without limitation those related to the indemnification of the City by the Developer. The Certificate of Completion shall be in such form as will enable it to be recorded with the Cook County Recorder's Office. The City shall respond to a written request for a Certificate of Completion within thirty (30) days after the City's receipt thereof, either with the issuance of a Certificate of Completion or with a written statement indicating in adequate detail how Developer has failed to complete the construction in conformity with this Agreement, and what measures or acts will be necessary, in the reasonable opinion of the City, to take or perform in order to obtain the Certificate of Completion. If the City requires such additional measures or acts to assure compliance, a written request for a Certificate of Completion shall be resubmitted

by the Developer to the City upon compliance with the City's response, given as provided above.

6.05 Utility Connections. The City hereby agrees to permit the connection of all water lines, sanitary and storm sewer lines constructed or to be constructed for the Project located within the Block 2 Project Area or City utility lines existing or constructed at and around the perimeter of the Block 2 Project Area, as allowable development costs in the Pro Forma; provided that Developer complies with all requirements of general applicability promulgated by the City and such other applicable taxing body with appropriate jurisdiction for such connections.

6.06 Signs. The City agrees to permit Developer to construct, install and maintain signs in and around the Block 2 Project Area for itself, its lenders and contractors, as applicable provided that the same is completed and approved in accordance with all applicable federal, state and local laws regarding the same, including, without limitation the Codified Ordinances of Berwyn.

6.07 Indemnity. The City shall indemnify and hold harmless the Developer from any and all costs, expenses, cause of action, liabilities or judgments as may result from or arise solely out of the willful or negligent acts of the City, its aldermen, agents, contractors and employees. Without limiting the generality of the foregoing, the parties agree and acknowledge that the City's obligations pursuant to this Section 6.07 shall not extend to matters arising in whole or in part out of the willful or negligent acts of the Developer, its agents, contractors or employees.

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

7. INTENTIONALLY OMITTED.

8. PERFORMANCE/DEFAULT/TERMINATION:

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

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

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

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

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

A. Developer cannot avail itself of a cure regarding any payments made hereunder. A Default of any material term, obligation, covenant, condition or provision contained in this Agreement, which would materially and adversely impair the ability of the Developer to perform the Developer’s obligations hereunder, and the failure to cure such Default within thirty (30) days after the City’s written notice of such Default or in the time and manner as may otherwise be provided herein or therein as applicable;

provided, however, that if such Default is not capable of being cured within such thirty (30) day period, as determined by the City in its reasonable discretion, and Developer has commenced cure and the additional time for curing such Default will not create additional material adverse consequences, then the period within which to cure such Default shall be extended for a reasonable period necessary to effect such cure.

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

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

Except as otherwise provided in this Agreement, upon an occurrence and continuation of a Default by the Developer, which is not cured within applicable cure periods as hereinabove set forth, the City shall, at its election, be relieved of any and all of its then unperformed obligations to Developer arising pursuant to this Agreement, and such obligations on the part of the City to Developer shall be immediately cancelled and without any force or effect, and the City may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation, undertaking, covenant or agreement of the Developer set forth in this Agreement. If Default occurs after land transfer from the City to Developer, the Developer shall have the right to either (i) pay the sum of Nineteen Thousand and No/100 U.S. Dollars (\$19,000.00) monthly, in advance of an anticipated Default ("Delay Penalty"), in which event the City shall not exercise any additional remedies against the Developer; or (ii) re-convey the Block 2 Project Area to the City ("Reconveyance Right"). The parties agree that the Delay Penalty is a reasonable and non-punitive sum and is a fair estimate of the decreased revenue to the City due to the late delivery of the Project to the City by Developer. If no election is made by Developer within ten (10) days after the City gives written notice, then the City shall have the right to an immediate reconveyance of the Block 2 Project Area ("Reversion"). In the event a party exercises its Reconveyance Right or Reversion, the City shall repay, if previously approved by the City, any existing mortgage debt on the Block 2 Project Area.

8.06 Defaults by City. In the event that the City is unable to perform its obligations

and duties under this Agreement at the time and in the manner herein prescribed, or if the City is in Default under this Agreement after expiration of its applicable sixty (60) day cure period, Developer shall be entitled to pursue any and all actions, whether at law or at equity, including, without limitation, the rights to put ownership and contract rights within the Block 2 Project Area to the City as set forth herein. Notwithstanding anything herein to the contrary, the City shall not be deemed in default of this Agreement for a failure to provide the Incentive where such failure is caused by lack of legislative approval for the issuance of debt and/or the inability to sell its debt instruments on terms deemed favorable by the City, in its sole discretion.

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

In the event of a termination resulting from the Default of the City or when Developer is not in Default, then Developer shall have the right to put and convey to the City within 180 days after such termination (i) all Developer owned portions of the Block 2 Project Area in “AS IS, WHERE IS” condition and without representation or warranty or any kind or nature whatsoever, and (ii) contracts for the acquisition and development of any portion of the Block 2 Project Area, and the City shall accept such conveyance and reimburse Developer for all of actual costs, fees and expenses associated with such contracts and the acquisition of the Block 2 Project Area, and upon such conveyance and reimbursement Developer shall turn over to the City all documents and materials in its possession relating to the Block 2 Project Area and the Project. The City shall indemnify and hold Developer harmless from and against all liability, claim, cost or damage, including reasonable attorneys’ fees, in connection with any resulting defaults or breaches under any transferred agreements for the Block 2 Project Area.

The Developer acknowledges: (A) that it has an affirmative obligation to complete the Project in accordance with the Project Schedule and the mutually agreed upon Final Block 2 Project Area Plan; and (B) that the City, in its reasonable discretion, may terminate, extend, and/or seek delay penalties subject to the terms herein this Agreement, all of the foregoing being subject to the terms and provisions of this Agreement.

9. INSURANCE:

9.01 Construction. The Developer agrees that during such periods that the Developer is constructing improvements on the Block 2 Project Area, which includes constructing the City Improvements (“Developer Improvements”), the Developer will cause the same to be insured at no expense to the City, in a standard commercial construction policy, against loss or damage by fire, windstorm, hail, explosion, riot and civil commotion, damage from aircraft and vehicles and smoke damage, and such other risks as are from time to time included in “extended coverage” endorsements (including during construction thereof builder’s risk insurance) in an amount and form so that the proceeds are sufficient to provide for actual replacement of the Developer Improvements. Said insurance policies of the Developer shall provide for waivers of subrogation. The Developer shall name the City and its Mayor, Clerk, Aldermen, the BDC, its Executive Director, and the experts, attorneys, agents, contractors and/or employees of the City

and the BDC as additional named insureds on any insurance policy procured pursuant to the terms of this Agreement.

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

10. MISCELLANEOUS:

10.01 Term of Agreement/Recording/Covenants Running With Land. The term of this Agreement shall commence as of the Effective Date after approval by the City and shall terminate once all of the obligations of the parties hereto have been fully performed, or upon a Default of any material provision hereof by either party hereto, which is not cured in accordance herewith. The parties agree to execute and deliver the original of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records, and the parties hereto acknowledge that a memorandum of this Agreement, may be recorded with the Cook County Recorder to evidence the obligations and covenants contained herein, each of which shall, upon such recording, run with and bind the applicable portions of the Block 2 Project Area until such time as this Agreement has been terminated as provided above, or by written instrument executed by all parties hereto. Except to the extent expressly limited herein, either party hereto shall have the right to avail itself of any equitable or legal right or remedy to enforce the provisions hereof. Any recorded instrument hereunder shall be deemed released in the event the parties mutually terminate this Agreement, the Block 2 Project Area reverts back or is put to the City or the Developer is otherwise found in Default under the terms of this Agreement, including by its failure to abide by the Project Schedule, subject to extensions as permitted in the Agreement, in which event the parties hereto agree to and shall record a release with the Cook County Recorder of Deeds. A Memorandum of Agreement shall be released in the event of the City's termination of this Agreement or reversion of the Block 2 Project Area.

10.02 Amendment. This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties and by the adoption of an ordinance or resolution of the City approving said amendment, as provided by law and by the execution of said amendment by the parties or their successors in interest.

10.03 No Other Agreements. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof, and, together with the exhibits, represents the full integration of the agreement of

the parties. The Parties acknowledge and agree that some Exhibits will be supplemented and modified and agree to integrate such mutually acceptable modifications and amendments in good faith into this Agreement. The Parties agree to provide mutually acceptable documents as part of the Pro Forma. The Exhibits attached hereto shall be controlling documents for construction parameters.

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

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

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

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

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

10.09 Disclaimer. Nothing contained in this Agreement, or any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

10.10 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be in writing and shall be sufficiently given on (A) the third "Business Day" (defined as Monday through Friday, excluding Saturday, Sunday

and all nationally and Illinois recognized holidays) following the day on which the same shall have been mailed by registered or certified mail, postage and fees prepaid, return receipt requested, or (B) the date of delivery if sent by nationally recognized overnight courier, or (C) when received if received on a Business Day, otherwise on the day of receipt, if sent by direct messenger, facsimile or electronic mail, and in all cases addressed as follows:

- If to City: CITY OF BERWYN
6700 26th Street
Berwyn, Illinois 60402
Attention: Mayor Robert J. Lovero
- With copies to: BERWYN DEVELOPMENT CORPORATION
3322 S. Oak Park Avenue
Berwyn, Illinois 60402
Attention: Office of the Executive Director
- DEL GALDO LAW GROUP LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Attention: Michael Thomas Del Galdo
James Michael Vasselli
- If to Developer: BERWYN GATEWAY PARTNERS II LLC
c/o Keystone Ventures LLC
418 Clinton Place
River Forest, Illinois 60305
Attention: Mr. Timothy B. Hague
- With a copy to: MELTZER, PURTILL & STELLE, LLC
300 S. Wacker Drive
Suite 3500
Chicago, Illinois 60606
Attention: William J. Mitchell

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

10.11 Governing Law; Limitation of Liability; Limitation of Funds Available. The provisions of this Agreement shall be governed by the laws of the State of Illinois. Nothing in this Agreement shall waive any governmental immunity protections available to the City or the BDC. Any and all payments to be made hereunder by the City shall not be general obligations of the City.

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

and provisions of this Agreement.

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

10.14 Broker's Fees. The Developer and the City each represent to the other that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Block 2 Project Area, and each agrees to hold the other harmless from such commissions or fees as are alleged to be due from the party making such representations.

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

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

10.17 Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to, nor shall they be merged, by reason of any deed transferring title to any portion of the Block 2 Project Area from the City to the Developer or any successor in interest, and said deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

10.18 Reversion; Deed Restriction. The parties agree that the Block 2 Project Area shall revert to the City in the event the Developer Defaults after acquiring title to the same and prior to Completion. Such Default shall include, but not being limited to, the Developer failing to adhere to the Project Schedule, subject to extensions as permitted in the Agreement, and/or use its best efforts to diligently complete the Project. The parties shall, at or prior to the Closing, execute a mutually agreeable Deed Restriction in such form as set forth in Exhibit F. Minimally, the Deed Restriction shall contain terms that the Block 2 Project Area will revert to the City in the event the Developer fails to comply with the Project Schedule and diligently proceeds with the Completion of the Project. Upon reversion, the City shall be permitted to use its best efforts to market the Block 2 Project Area. The City shall use its reasonable discretion in determining if the Developer failed to comply with the terms of this Agreement. The Deed Restriction (and right of reversion contained therein) shall expire and be removed of record upon the City issuing certificates of occupancy for the use of any completed portion of the Block 2 Project Area. In the event the City exercises the revisionary rights set forth above, all Developer's improvements constructed shall be forfeited by the Developer to the City at no additional cost, expense or any

rights of offset to the Developer.

10.19 Initial Leasing and Tenant Occupancy. The City shall maintain reasonable tenant approval rights as detailed herein, and not inconsistent with the Leasing Plan, through 100% initial tenant occupancy. If initial tenant occupancy in the center is not 100% within six (6) months of Developer completing construction, subject to extensions as permitted in the Agreement, then City has the ability to place credit tenants similar to tenant standards detailed herein which are at net lease rates equal to eighty percent (80%) of lease rates applicable to current leases within the development subject to terms and conditions that do not violate any existing leases. The City shall have the right to review and reject all tenants/lessees for a period from the Effective Date to the date that is seventy-two (72) months after the Effective Date.

10.20 Audit Rights. The City shall maintain reasonable audit rights of the Developer's books and records. The Developer shall maintain all books and records relative to this Project through the issuance of a certificate of completion.

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

[signature page to follow]

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

DEVELOPER:

BERWYN GATEWAY PARTNERS II LLC, an
Illinois limited liability company

By: _____,
Its Manager

By: _____
Its: _____

CITY:

CITY OF BERWYN, an Illinois municipal
corporation

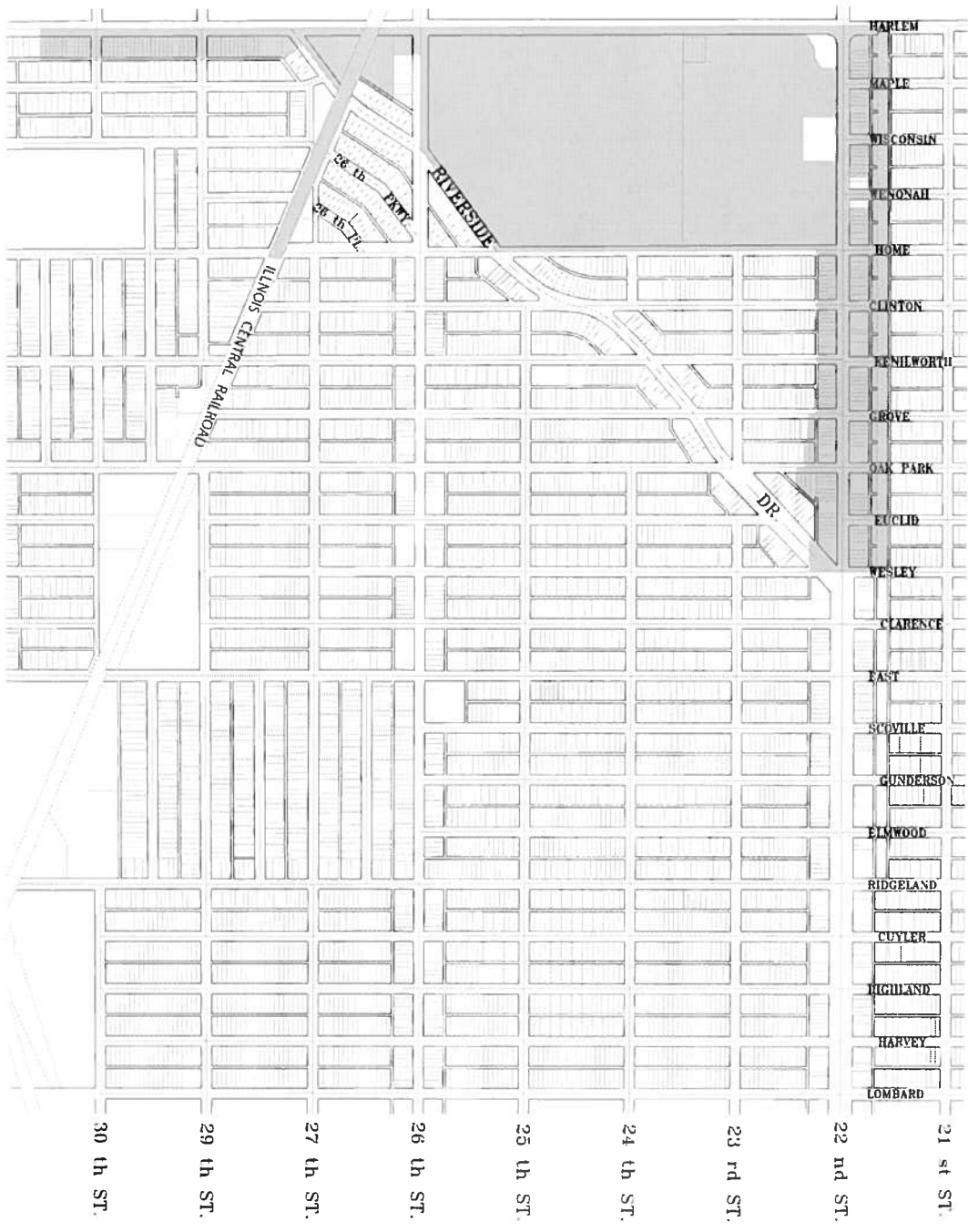
ATTEST:

By: _____
Hon. Robert J. Lovero, Mayor

By: _____
City Clerk

EXHIBIT A

TIF Redevelopment Project Area



CITY OF BERWYN, ILLINOIS

HARLEM TIF DISTRICT MAP

MAYOR – ROBERT J. LOVERO
CITY CLERK – THOMAS J PAVLIK

EXHIBIT B

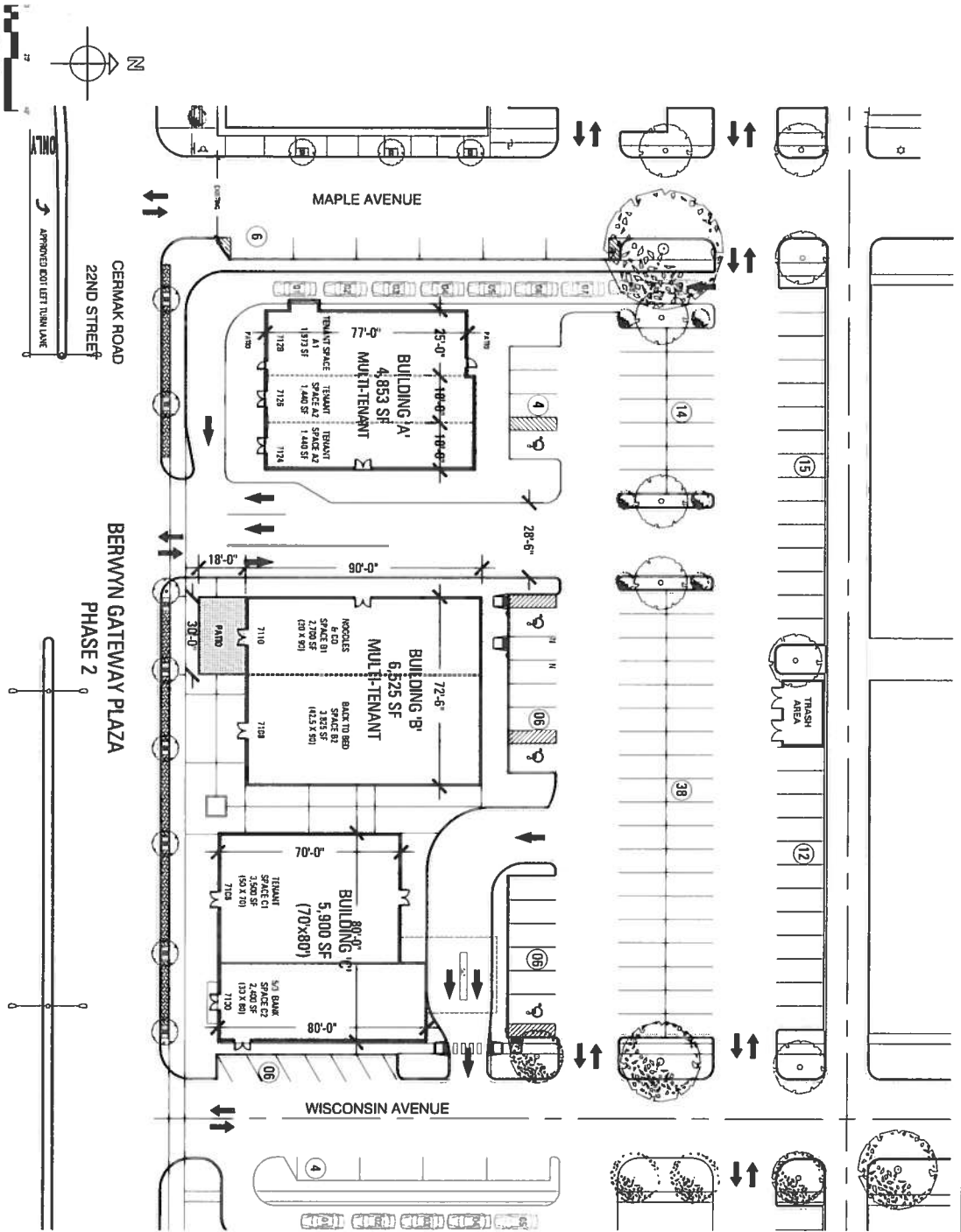
Block 2 Project Area



EXHIBIT C

Block 2 Project Area Plan

SCALE 1" = 40'-0"



SITE SUMMARY	
TOTAL SITE AREA	+/- 71,282 SF
LOT 1	1.837 AC
SITE AREA	1.837 AC
RETAIL BUILDING 'A'	4,853 SF
RETAIL BUILDING 'B'	6,525 SF
RETAIL BUILDING 'C'	5,900 SF
TOTAL BUILDING AREA	17,278 SF
TOTAL BUILDING AREA	17,278 SF
TOTAL PROVIDED	107 CARS
ON SITE PARKING	95 CARS
ON STREET PARKING	12 CARS
TOTAL BUILDING AREA	17,278 SF
TOTAL CARS PER 1000 SF	6.19/1000

EXHIBIT D

BERWYN GATEWAY PLAZA – PHASE II

PROJECT SCHEDULE

Listed below is a project schedule, pursuant to the referenced timelines to be included in the Redevelopment Agreement.

Adoption of the Phase II Redevelopment Agreement	September 9, 2014
Submission of Leasing Plan (30 days)	October 9, 2014
Pre-Leasing Requirement/Financing Plan (60 days)	November 10, 2014
Submission for Project Approvals (120 days)	January 9, 2015
Block 2 Project Area Developer Acquisition Date (180 days)	March 10, 2015
Construction Completion & Project Opening (12 months)	March 10, 2016

EXHIBIT E

TIF Design Standard



Preserve



Rebuild



Restore



Renew

City of Berwyn Tax Increment Financing Districts

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Published by the
Berwyn Development Corporation
in conjunction with the
City of Berwyn

General Design Guidelines

Introduction

These design guidelines provide recommendations for the protection, enhancement, and preservation of buildings, structures, parking lots, and areas within each of the City of Berwyn's commercial districts. Property owners, architects, and contractors are encouraged to refer to these basic design principles prior to initiating any rehabilitation projects, new construction, or property improvements.



By focusing on the quality and compatibility of improvements, the

City of Berwyn and the Berwyn Development Corporation (BDC) acknowledge their understanding that building improvements that follow appropriate design standards will have a beneficial impact on the appearance and the economic value of individual buildings and the surrounding environment.

Proven economic benefits to communities that have followed design guidelines include:

- A positive impact on a property owner's investment by enhancing and stabilizing property values;
- A reinforced sense of community and a pleasing environment for residents by preserving and enhancing the community's identity and uniqueness;
- An improved visual appearance that helps convey an image of quality to potential clients and customers.

It should be emphasized that these design guidelines are for general guidance only. Individual projects within each of the City's commercial corridors will be reviewed and considered on their own merits, as appropriate, by the City of Berwyn's Design Review Commission. Projects within each of the City's four Tax Increment Financing (TIF) Redevelopment Districts are also reviewed and considered using area-specific criteria adopted by the BDC's TIF Advisory Commissions to ensure each project will enhance the character of that particular District. In addition, all building improvements and new construction will be subject to the appropriate City codes and ordinances.

Rehabilitation

All rehabilitation should compliment and contribute to the historic and/or architectural character of the commercial district in which it is located. Materials should be used that are durable and in keeping with prevalent materials in terms of quality and application. These finishes and materials should not change the historic character of the building.

Any distinguishing qualities of the building should be preserved or restored whenever possible. It is not acceptable to apply historical replication detailing that is inappropriate to the date and style of the building's construction.

The appearance of commercial buildings should enhance the scale of the pedestrian experience and provide an inviting relationship with the street and parking through the proper maintenance of the façade, glass storefronts, and appropriately arranged merchandise displays or other treatments, such as plantings or landscaping.

The existing overall size, height, scale, and vertical orientation of the area should be maintained.



Building Materials

The use of appropriate building materials is extremely important in establishing compatibility between historic restoration, simple rehabilitation, and new construction.

Materials common to the building styles in Berwyn are brick, stucco, ceramic tile, terra-cotta, glass, and glass block. They are used not only structurally but as ornamentation as well.

Materials and craftsmanship should be consistent with each other and should be permanent. Whenever possible, original building materials should be maintained and restored.

The use of exterior finishing materials, wood siding, aluminum siding, wood shingles and shakes, and plastic or aluminum panels are discouraged.

Damaged and/or deteriorated exterior building materials should be repaired or replaced if possible.



Masonry

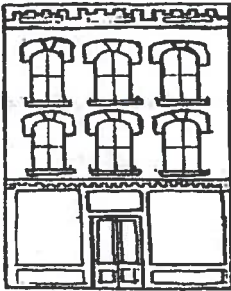
Masonry surfaces should be properly cleaned, repaired, and tuck-pointed. New mortar must be compatible in color, texture, and tooling of joint with the original mortar.

Color and Paint

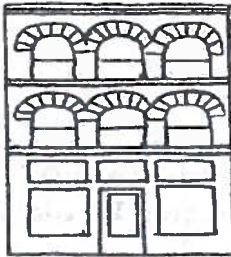
Painting can be one of the most dramatic and least expensive improvements to a commercial building. Painting is an essential part of normal building maintenance and, if carefully placed, colors can accentuate architectural details and visually unite groups of separate buildings. Yet, too many colors on the wrong features will detract from the building's character and that of its neighbors.



Early to Mid 1800s
 Simple Cornice
 Window Lintels
 Small Panes
 Post + Beam Frame
 Divided Display Windows
 Simple Decoration



Mid to Late 1800s
 Decorated Cornices
 Window Hoods
 2 over 2 windows
 Cast Iron Columns
 Large Display Windows



Late 1800s to Early 1900s
 Corbel Brick Cornice
 Large Arch Windows
 Transom Windows
 Recessed Entry



Early 1900s to 1930s
 Simple Brick Cornice
 Large Windows with Units
 Metal Frames
 Structural Glass
 Recessed Entry

Water: Ranging from scrubbing by hand to steam cleaning, this method is the most gentle on old masonry and the least expensive.

Chemical: Considered safe for old masonry.



Abrasive: Sandblasting and other abrasive methods can permanently damage an old building's masonry and should be avoided.

Base color: typically matches the natural color of building materials, such as brick or stone.

Trim color: for framing the façade, doors and windows, and the primary color of the cornice and major architectural elements. If used, minor trim colors are darker and used on doors and window sashes.

Accent color: used minimally to highlight intricate architectural details; terra-cotta, ceramic tile, stone, and glass should not be painted.

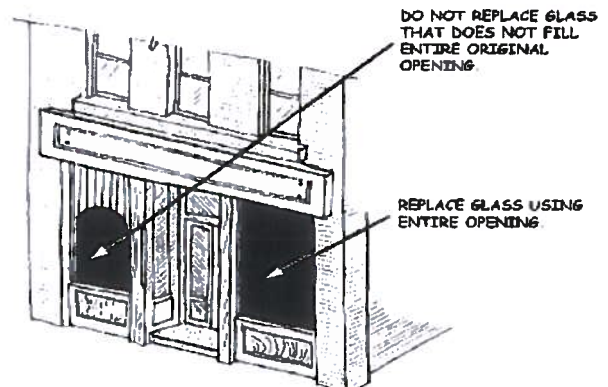


Entrances and Windows



Entrances should be clearly identified and dramatized with large proportions, frame and header details, and address identification, providing an open invitation to potential customers. New doors and windows should be compatible with the architectural style and character of the façade.

- Window openings that have been blocked or screened by concrete block, brick, or plywood, etc., should be reopened to re-establish the original rhythm of the façade.
- Recessed entrances are encouraged.
- Consider upgrading or establishing rear entrances.
- Replacement storefronts should be designed with the largest possible window area in keeping with the style of the storefront or the storefronts of adjacent buildings. The storefront should maintain a 80 - 90% glass area.
- Windows should be glazed with non-reflective glass to provide visibility to the interior and to merchandise displays. Tinted windows are not appropriate for retail storefronts.
- Windows should be kept clear of unnecessary posters, temporary signage, and other clutter.
- All broken and missing windows and glazing should be replaced with new frames and glass. Wood is strongly encouraged as replacement door frame and window frame material. Metal windows and doors finished in baked enamel are permitted.
- No storefront should be covered or boarded up, except during construction.
- Windows should be tight-fitting and have sashes of proper size and design.
- Window frames with rotten wood, broken joints, missing panes, or loose mullions should be replaced.
- New windows should be compatible with the character and architectural style of the façade.
- Curtains and similar window coverings on ground floor windows are discouraged.



Roof lines and Parapets

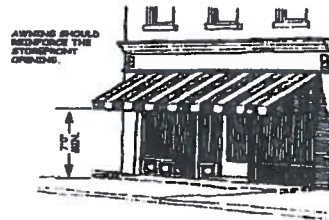
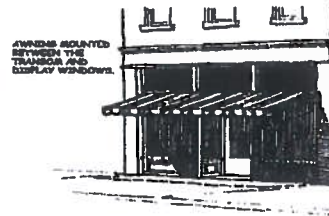
- The original roof line and cornice treatment should be maintained and restored.
- New buildings should reflect and complement the established roof line heights and cornice treatments of adjacent existing buildings.
- Simply-shaped parapets can be used to create an interesting building profile when combined with neighboring buildings.
- Parapets should extend above the roof to hide vents, coolers, and other rooftop equipment.
- Sloped mansard, shake, or shingle roofs are inappropriate and should be avoided.



Awnings and Canopies

Historically, many buildings in Berwyn used colorful canvas awnings, which were both functional and attractive. They protected shoppers from the elements and were an inexpensive way to provide color and vitality to the street. Awnings and canopies are still a good idea for all these same reasons.

- Awnings and canopies should be in scale and character with the architectural style of the building.
- Awnings and canopies should fit within the frame of the storefront; they should not hide the building's façade, distort its proportions, or cover architectural features.
- Awnings and canopies should be compatible in size, color, and material with those on adjacent buildings.



- Awnings and canopies should be flame retardant.
- Shingle awnings and canopies and mansard roof type canopies are inappropriate for historic façades.
- Awnings and canopies shall be no lower than 8 feet above the sidewalk.
- The use of vinyl awnings is discouraged.

Lighting

The lighting of a building's façade has the dual purpose of advertising a business and discouraging crime.

- Front and rear entries should be brightly lit.
- Most exterior lighting sources should be concealed. Where concealment is not practical, light fixtures should be compatible with storefront design.
- Exterior spotlighting may be used to illuminate signs or prominent building details.



Signs

Signs are among the most important features of a commercial building. Signs communicate the nature of a business and its products or services. Signs also influence the overall image and character of a commercial area.

- Signs should be designed to be recognizable from passing cars and should still be clear and attractive to pedestrians.
- Lettering styles should be selected which reflect the design or historic character of the building and should relate to the type of store it identifies.
- Sign size should be in scale with the storefront size and cannot be used to cover or otherwise mask architectural design elements of a façade.
- Multiple signs should be in similar style.



- There should be a harmonious sign relationship between buildings whenever possible.
- Exterior signs should be limited to business identification and description. Product advertising signs are discouraged.
- Signs should not cover or conceal important architectural features of the building.
- Unused sign supports, hardware, and electrical conduits and wiring should be removed and building surfaces damaged by the removal of the above should be restored.
- Roof top signs and billboards are prohibited.
- Small graphics and logos painted directly on glass windows and doors are encouraged.
- Sign lighting elements such as switches, panel boxes, conduits, and wiring should be concealed as much as possible.

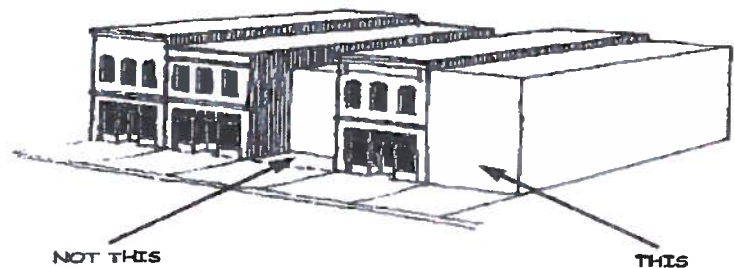


In-fill Construction

When constructing new buildings on vacant lots, it is important to pay careful attention to the front building façade, which should not attempt to look historic, but rather it should reflect its age.

The façades of new, in-fill structures should be aligned with neighboring buildings and not setback from the sidewalk. Building construction should extend the full width of the lot. This discourages the gap-tooth effect between commercial buildings.

Where the property owner has several vacant adjacent lots, the in-fill building should be built adjacent to an existing structure or on the



NEW FACADES ARE BUILT FLUSH WITH THE EXISTING STOREFRONTS.

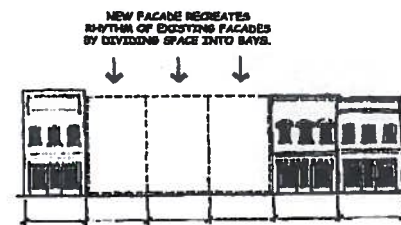
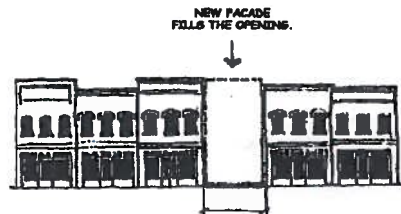
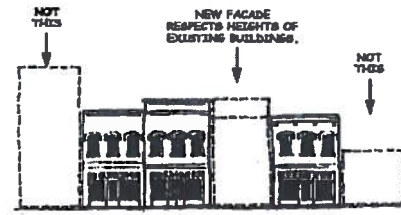
corner lot. Special attention must be given to scale, placement, shape, and compatibility of new design to the overall character and scale of their immediate surroundings and to the character of the commercial district.

Façade Proportions

Consider the average heights, widths, window and door openings on the block to determine appropriate scale and rhythm. If the in-fill building is much larger, then break up the façade into smaller bays to reflect surrounding buildings.

Materials

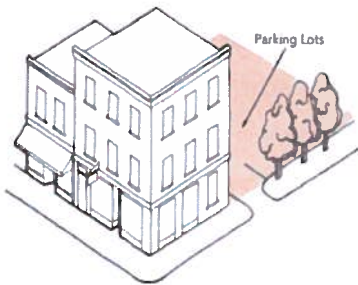
The in-fill façade should be composed of materials similar to surrounding buildings. Building materials of brick veneer and stone are encouraged, although contemporary materials are acceptable if a good relationship is established with the adjacent areas.



Parking and Other Site Improvements

Adequate parking is essential within the commercial area. Curb parking should continue to be made available within each district and its intersecting side streets. Off-street parking lots should be designed and located so that they are safe, efficient, and do not destroy the character of the district.

- Where possible, parking lots should be located at mid-block; corner parking lots are discouraged.
- The number of access drives along the corridor should be minimized; the design of access drives should be in conformance with IDOT standards.
- All parking areas should be paved, striped, and have surfaces in good condition.
- Decorative fencing, compatible with streetscape improvements or the character of the district, should be installed along the edges of parking lots that border public sidewalks and private properties.
- Where possible, existing parking lots within the same block should be combined and redesigned to increase efficiency and parking capacity.
- Attractive landscaping, including hedges and flowering plants, are encouraged in building setbacks and side yards. All private landscaping should be pruned and maintained on a regular basis.
- Decorative fencing and landscaping should be used to screen unsightly storage, garbage receptacles, and utilities from public view.



Don't forget to visit the Berwyn Building Department for the appropriate permits before you order your new sign or begin construction.

Berwyn's Tax Increment Financing (TIF) Districts

The City of Berwyn has established four TIF Districts to encourage property owners, businesses within each district, and developers to participate in making needed improvements to upgrade and revitalize the districts, and Berwyn's economy as a whole.

Improvements to be funded through the program must be deemed compatible with the surrounding property, consistent with the character of the district, and in accord with any formally adopted rehabilitation standards, techniques, and guidelines. Final acceptance into the program will be based on such factors as: the degree to which the project would improve the district and enhance local revenue and/or create local jobs; overall compliance with rehabilitation/redevelopment guidelines in place for the given TIF district; and the availability of TIF funds.

For more details on each TIF area, assistance programs, and procedures, please refer to the appropriate section in these guidelines. Please consult the BDC to verify district boundaries. The following is only a general description.

Berwyn Theatre Area/Cermak Road

- Established 1987, Amended 1997

Boundaries: EW Harlem - Lombard, fronting NS Cermak Road

*Average Daily Traffic Counts 28,300

Ogden Avenue Corridor

- Established 1993, Amended 1995

Boundaries: EW Harlem - Lombard, fronting NS Ogden Avenue

*Average Daily Traffic Counts 33,900

South Berwyn/Depot District

- Established 1997

Boundaries: NS on Oak Park Avenue between 31 and 34 Streets and EW along Windsor and Stanley - between Ridgeland and Home Ave.

*Average Daily Traffic Counts 10,200

Roosevelt Road Corridor

- Established 1997

Boundaries: Lombard - Maple Avenue, fronting along the South side of Roosevelt only.

*Average Daily Traffic Counts 22,400

**2005 Traffic counts provided by the Illinois Department of Transportation*



Cermak Road Berwyn Theatre Area

A Grande Boulevard

The Cermak Road/Berwyn Theatre Area TIF District is a dense commercial corridor, lined with one- to three-storied historic buildings, many with street level storefronts and residential apartments above. The majority of the buildings are terra-cotta, with Italianate ornamentation; a few are constructed in a later, Art Moderne style.

Plentiful parking is available behind the north Cermak Road businesses in the “Vacin Fairway,” which begins at Home Avenue and continues east beyond the Berwyn city limits. On-street parking is available along the north and south sides of Cermak Road, and many sidestreets now offer diagonal parking spaces.

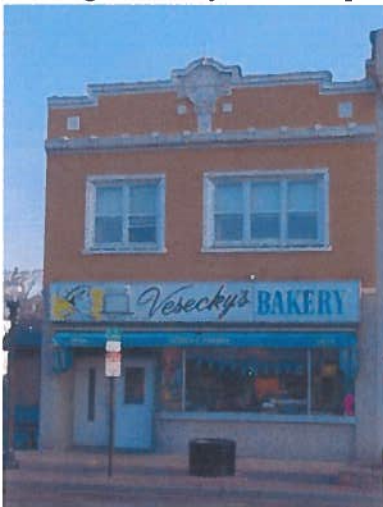
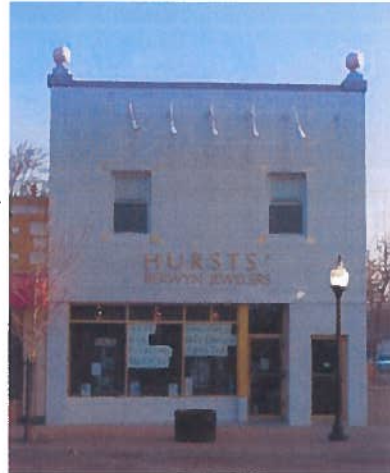
As a major arterial road, Cermak Road attracts approximately 28,000 cars daily and is a natural draw for new business opportunities.



Berwyn’s first tax increment financing (TIF) district, Cermak Road today is an attractive, pedestrian-friendly business district. Key façade rehab, renovation, and redevelopment projects have spurred substantial private investment and helped keep this important commercial corridor economically viable, while preserving the historic character of the district.

Cermak Road's *Façade Rehab Program* has been adapted for use in all of Berwyn's TIF districts. Despite agreement on program administrative elements and general design guidelines, each district TIF Commission has adopted development preferences to help preserve and enhance the unique character or image of their particular district.

All commercial property owners within a TIF redevelopment district are encouraged to follow the criteria for improvements which have been developed for that district. Special attention, however, will be paid to this criteria as design concepts are developed for projects receiving funding assistance through Berwyn's TIF programs.



One important premise of the TIF Program is that *even small improvements, if done properly, can have a major impact on the appearance and value of a building and the surrounding commercial environment.* We know that's true as we see the impact of the Program on Cermak Road in Berwyn!



Ogden Avenue Route 66

It's a Kick!

Ogden Avenue in Berwyn is a part of Historic US Route 66, once America's "Main Street." At the height of its popularity, Route 66 connected culturally and geographically diverse parts of the country and increased the country's awareness of regional differences. Roadside attractions had distinctive regional themes that were designed to entice the traveler to stop, eat, get gas, see the sights, and take home a souvenir.

While traveling Route 66, getting there was just as memorable as being there.

Within the City of Berwyn, the Ogden Avenue corridor is home to a diverse mix of retail stores, service establishments, and offices. Traditionally, the corridor has had a strong automotive orientation, with numerous dealerships, repair shops, parts and accessories stores, and service facilities.

The Ogden Avenue corridor was developed over a period of many years and architectural styles are quite diverse. The corridor still contains several attractive, turn-of-the-century commercial buildings, as well as more recent examples of contemporary architectural styles. Many buildings date from the 1940s, '50s, and '60s, and have Art Deco, Art Moderne, or "Streamline" design characteristics that emphasize speed, movement, and other aerodynamic stylistic features. These buildings are typically one story, flat-roofed, and of masonry or stucco construction. They are characterized by recessed entrances, large display windows, corner entrances, and rounded corners. Many have glass block, ceramic tile, or polished aluminum or stainless steel detailing.

The design theme for Ogden strives to recapture some of these unique qualities. While the guidelines do not attempt to recreate a bygone era or promote imitations of old buildings, they do strive to establish a distinct Route 66 theme based on:

- a) A diverse mix of commercial uses which balances community retail and service establishments with a strong automotive orientation;
- b) A mix of architectural styles that reflects the development of Berwyn and the evolution of Route 66 itself;
- c) Restoration and enhancement of the remaining Art Deco and "Streamline" buildings and architectural features;



- d) Renewed use of neon as a creative lighting and signage technique;
- e) The introduction of special signage, displays, and amenities that will again encourage motorists and pedestrians to stop, visit, and enjoy the unique businesses that line Ogden Avenue within the City of Berwyn.



For Ogden Avenue, the purpose of these Design Guidelines is to improve the image and appearance of individual buildings; promote more design compatibility among buildings and groups of buildings; establish a distinctive Route 66 theme for the corridor; and enhance

the visual image and identity of Ogden Avenue as it passes through the City of Berwyn.

They do not attempt to “make all the buildings look the same.” They are not intended to restrict creativity or limit design solutions, but to maintain and enhance the overall scale, quality, and character of Ogden Avenue as it passes through Berwyn.

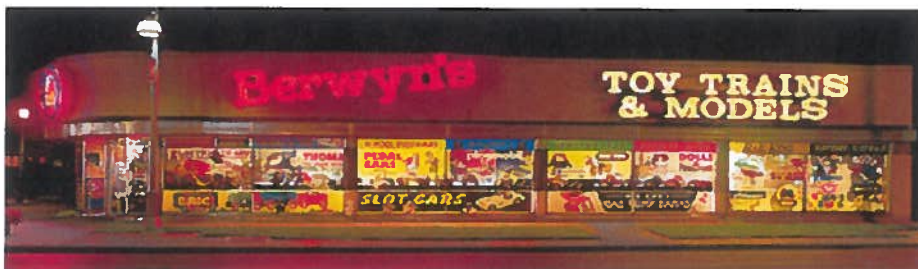
Lighting and Neon

Neon reflects the Route 66 theme and can significantly enhance the overall image and appearance of the corridor. With unlimited design potential, neon adds a vibrancy which can be achieved through no other medium.

Merchants and property owners are encouraged to provide displays and exhibits that reflect the Route 66 theme, the historic development of their own businesses, and/or the heritage of the Berwyn community. Possibilities include:

- a) vintage cars;
- b) examples of early automotive technology;
- c) historic gas pumps;
- d) reminders of the '50s drive-in restaurant;
- e) historic maps and markers; and
- f) old photographs of a building or the Ogden Avenue corridor.

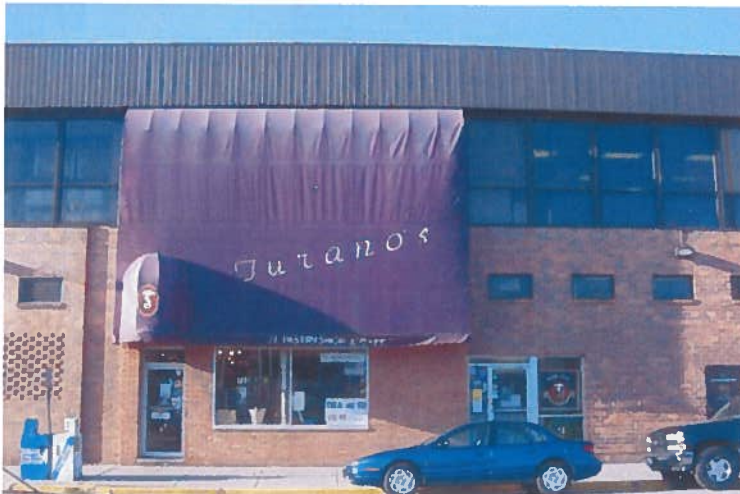
New businesses and services which can add life and vitality to Ogden Avenue, attract new customers to the area, and enhance the corridor as a community and regional commercial destination are strongly encouraged.





Roosevelt Road Berwyn's Northern Gateway

Roosevelt Road in Berwyn has a rich history. Marking the border between the Village of Oak Park and the City of Berwyn, the corridor, along with a large portion of what is today north Berwyn, virtually floated from one municipality and township to another until it became part of Berwyn. Nightspots, taverns, and liquor stores at one time claimed much of the street, taking advantage of neighboring community prohibitions on the sale of liquor.



In recent years, Roosevelt Road has enjoyed spurts and even surges of successful redevelopment. It is home to a diverse group of businesses and a wide range of architectural styles, mixing historic structures with contemporary shopping centers, and major, single-use properties.

Roosevelt Road is Berwyn's newest TIF redevelopment district, encompassing most of the properties on the south side of Roosevelt Road from Harlem Avenue to Lombard Avenue. A focus on cooperative development efforts with the Village of Oak Park, which includes the properties on the northern side of Roosevelt Road, has led to a study of the street as a whole, as well as the north-south "sub-areas" that make up the whole. This joint effort has brought together business owners, area residents, and municipal officials from both communities to determine the corridor's needs and its potential for future growth.

Like Berwyn's other commercial districts, Roosevelt Road has retained many historic structures that should be retained and restored whenever





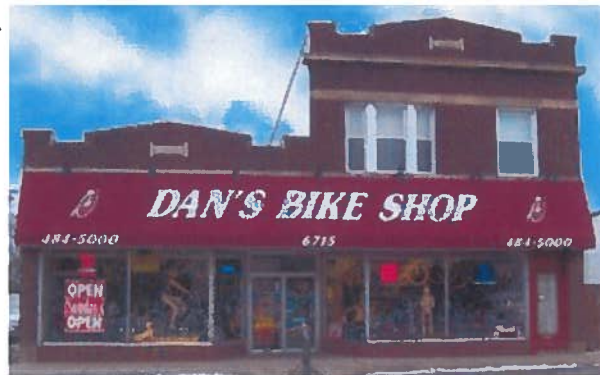
possible, following this publication's general design guidelines. Restoring a "pedestrian-friendly" environment is particularly important for businesses and area residents and should be a primary concern for any

public or private redevelopment or infrastructure project.

To help accomplish this goal, existing buildings set back from the sidewalk should have entrances oriented to the street. A hedge or decorative fencing should be provided along the sidewalk edge to further define pedestrian space at the street right-of-way. All new structures should be built to the street right-of-way unless the adjoining structures are set back.

In addition, new construction should have massing and configuration similar to buildings on the same block. Factors that affect a building's mass are height, width, and roof lines. Predominantly, structures along Roosevelt Road are at least two stories tall and new buildings should not exceed the tallest building on the block by more than 10%. Where new buildings will exceed the historical 20-30 feet in width, the façade should be visually subdivided into proportional bays, similar in scale to adjacent buildings. This can be done by varying roof heights, or applying vertical divisions, materials, and detailing to the façade.

As interest in this area continues to grow, new investors and current owners are discovering opportunities to restore, renew, and redevelop this important commercial corridor.





South Berwyn's *Historic Commuter Corridor*

The South Berwyn/Depot District is a mixed-use area containing a wide range of land uses in a relatively compact geographic area. While office and service uses predominate, the area also includes retail stores, financial institutions, medical offices, residential uses, restaurants, and several light industrial facilities. MacNeal Hospital is a major occupant of the district, contributing thousands of employees and visitors daily.



The centerpiece of this important business district is the historic train depot pictured at the top of the page, one of three Burlington Northern Metra stations serving the community and attracting over 1,500 Metra commuters daily.*

The design character of the district is both historic and traditionally commercial - with large display windows to entice potential customers and unique building façades that create interest but do not overwhelm

the pedestrian.

Improvements within this District should enhance its special character, including the repair of older commercial buildings, storefront improvements, special sidewalk treatments and pedestrian amenities, more extensive landscaping, a small public plaza or park, and additional short-term, off-street parking.

The City's vision for future development in the South Berwyn/Depot District includes the creation of a thriving shopping district with a strong residential base.

Close proximity to commuter stations, easy access to Chicago and suburban jobs, and the abundant medical services available within the area, have made this historic District a prime location for commercial and residential development and for businesses ready to meet the needs of area residents.

* 1999 Metra Report





berwyn development
CORPORATION

3322 South Oak Park Avenue, 2nd floor
Berwyn, Illinois 60402

708/788-8100 • 708/788-0966 (fax)

E-mail info@berwyn.net

visit the BDC's website www.berwyn.net

EXHIBIT F

Form Deed

[FORM OF DEED]

SPECIAL WARRANTY DEED

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

THIS INDENTURE WITNESSETH

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

does hereby REMISE, RELEASE, ALIEN, WARRANT, AND CONVEY unto BERWYN
GATEWAY PARTNERS II LLC, an Illinois limited liability company, ("Grantee") all of
Grantor's interest in the following described real estate situated in the County of Cook, State of
Illinois (the "Property"), to wit:

ATTACHED EXHIBIT A

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

SUBJECT TO: the right of reversion set forth on EXHIBIT B, attached hereto, covenants,
conditions, and restrictions of record, general real estate taxes not due and payable as of the date
hereof, and building lines and easements;

FURTHER, the Property may not be used for any of the following uses: (i) any fire sale,
bankruptcy sale (unless pursuant to a court order), or auction house operation; or (ii) any type of
"flea-market" sales; or (iii) any pool or billiard room; or (iv) any amusement arcade or game
center; or (v) any massage parlor, modeling studio, tanning salon or establishment where men or
women are engaged in salacious activities or any type of establishment that would be considered
a sexually oriented business by prevailing community standards; or (vi) any business engaged in
the rental or sale of pornographic literature or video products; or (vii) barber or beauty shops
(including nail salons, but excluding hair and beauty salons which are nationally accredited
tenants or franchises); or (viii) tobacco shops; or (ix) pawn shops; or (x) video stores; (xi) or
personal and business credit institutions, bond and mortgage companies, mortgage brokers,

mortgage bankers, loan companies, loan agents and correspondents, loan brokers, securities and commodities brokers and dealers, insurance carriers, insurance agents and brokers; or (xii) currency exchanges, check cashing agencies, payday loan stores or such similar stores. These restrictions shall run with the land and shall be enforceable by the Grantor, and its successors and assigns. In the event of a violation of these restrictions, Grantor may seek injunctive relief, in addition to any other equitable or legal remedies a court of competent jurisdiction may deem appropriate.

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

THIS IS NOT HOMESTEAD PROPERTY.

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

Name and Address of Taxpayer:

BERWYN GATEWAY PARTNERS II LLC

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DATED this ____ day of _____, 2014

THE CITY OF BERWYN

By: _____

Its: _____

(SEAL) _____

WITNESS: _____

STATE OF ILLINOIS

County of Cook

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

Given under my hand and notarial seal, this ____ day of _____, 2014

Notary Public

My commission expires on _____.

EXHIBIT A

(LEGAL DESCRIPTION OF CITY PARCELS TO BE ATTACHED)

EXHIBIT B

Title to the Property and all improvements located thereon, whether or not existing as of the date hereof, shall revert to the Grantor, or its successors or assigns, for its sole use and benefit without compensation to the Grantee (or its successors or assigns) if the Grantee Defaults prior to Completion. Such Default shall include, but not being limited to, the Grantee failing to adhere to the Project Schedule, subject to extensions as permitted in the Agreement, and/or use its best efforts to diligently complete the Project. The Grantor shall use its reasonable discretion in determining if the Grantee has failed to comply with the terms of the Agreement.

All capitalized terms used but not defined herein shall be given the meanings ascribed to such terms in that certain Redevelopment Agreement for the Redevelopment of Berwyn Gateway Plaza Phase II, City of Berwyn, Cook County, Illinois entered into by and between the City of Berwyn and Berwyn Gateway Partners II LLC as of _____, 2014. A true and accurate copy of the Agreement shall remain on file in the Office of the City Clerk, City of Berwyn, Illinois.



September 9, 2014

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

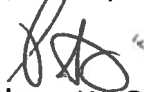
Re: TIF application – Arcorp Structures, LLC, 3240-42 S. Oak Park Ave.

Dear Mayor and City Council,

TIF assistance was requested for rehabilitation of the 5,000 sq. ft. building. Total costs for the project are estimated at just over \$140,000 in order to finalize the complete rehab from a medical/retail building to a mixed-use residential/commercial building. The applicant plans to open a gaming café, run by the Molly's Café chain which has 4 existing units. The second story will be renovated and converted from commercial offices to 6 residential units. The proposed use is compatible with current zoning regulations for the property. Due to the conversion from a commercial assessed building to a mixed-use residential/commercial building, the property tax assessment will be reduced from a 25% assessment to a 10% assessment. A revenue forecast shows that the building with businesses will produce \$138,068 in local tax revenue over the next five years. This is compared to projected revenue of \$323,857 over the next five years under the current commercial tax code. The result is a projected net loss of \$185,819 which directly affects the Depot TIF District, therefore, funding is not available for the project.

The project is a worthwhile project and an improvement to the corridor. However, due to the conversion from commercial to mixed-use a negative return on investment for the Depot TIF District is created by the improvement. The Berwyn Development Corporation's (BDC) Board of Directors recommend denial of the specified TIF monies regarding Arcorp Structures' project costs due to the negative revenue analysis.

Respectfully submitted for your consideration,


Anthony W. Griffin

1322 S. Oak Park Avenue
Second Floor
Berwyn, IL 60402
88.788.8100
Fax: 708.788.0966
www.berwyn.net

BDC STAFF TIF APPLICATION ANALYSIS
Arcorp Structures, LLC – 3240-42 S. Oak Park Ave.

Summary of Project:

The applicant, Arcorp Structures, is requesting TIF funds for façade improvements at their commercial space. The TIF scope of work includes façade improvements. The applicant submitted a Tier II TIF application. To this extent, the applicant is requesting TIF funds for the work at this location in order to fill in the needed gap.

The applicants plan to open a gaming café, run by the Molly’s Café chain which has 4 existing units. Molly’s will be one of two commercial spaces on the ground floor. They anticipate having one full time and two part time employees. The second story will be renovated and converted from commercial offices to 6 residential units.

The applicant is proposing to renovate the facade to his approximately 5,000 sq. ft. commercial space. The proposed work is compatible with current zoning regulations for the property. The building PIN is 16-31-127-028-0000.

Past TIF Funding or Commercial Loans:

The proposed project site has received TIF funding in the past. Former business Curves received funding in 2005. The project therefore complies with the BDC TIF policy referred to below.

- 17. Limit on TIF Funding:** Properties within a TIF district are limited to one (1) approved TIF application per year and two (2) approved TIF applications in five (5) years.

Location & Pictures: 3240-42 S. Oak Park Ave. – Depot District TIF



Existing Zoning: C2 (Retail Overlay)

Existing Use: Vacant

Adjacent Zoning

Adjacent Development

North: C2 (DRO)

MacNeal offices

South: C2 (DRO)

Roberto's Place

East: C2 (DRO)

MacNeal Hospital

West: C2 (DRO)

Offices

Summary of Costs:

Projects seeking TIF assistance for façade improvements can be given funding for the needed work in order to cover the needed gap. Façade improvements are eligible TIF expenses. The total TIF eligible work is \$26,500. Total redevelopment work totals \$140,840.

Needs Analysis:

The proposed work would help the applicants make necessary improvements in order improve their storefront. The applicant's financial participation in the improvement has been verified by BDC staff.

Current Property Tax and Assessment:

2012 Tax Year		2013 Tax Year		2013 Assessment		2014 Assessment	
1st	\$ 27,011.80	1st	\$ 28,779.72	Land	\$ 14,035	Land	\$ 14,035
2nd	\$ 25,314.97	2nd	\$ 26,335.94	Building	\$ 137,143	Building	\$ 27,419
Total	\$ 52,326.77	Total	\$ 55,115.66	Total	\$ 151,178	Total	\$ 41,454

+Projected Property Tax:

	2015	2016	2017	2018	2019	Five Year Forecasted Totals
Projected Property Tax	\$20,000	\$20,600	\$21,218	\$21,855	\$22,510	\$106,183

+staff property tax forecast based upon 2013 property tax and typical tax yield for the entire property. Actual assessment dependent on Cook County.

NOTE: Taxes will decrease due to change from commercial property assessment to mixed use residential/commercial property. Estimated loses total \$185,819 over 5 years.

Projected Sales Tax:

	2015	2016	2017	2018	2019	Five Year Forecasted Totals
Projected Sales	\$300,000	\$309,000	\$318,270	\$327,818	\$337,653	\$1,592,741
City Share of Sales Tax	\$6,000	\$6,180	\$6,365	\$6,556	\$6,753	\$31,855

Current Balance of the Respective TIF District:

The Depot District TIF fund currently has a balance of \$200,000, with a net balance of \$128,150 minus commitments; therefore, the needed funds for the project are available and agree with the goals of the TIF district Redevelopment Plan. The goals which the project supports include:

C. DEVELOPMENT AND DESIGN OBJECTIVES

6. Promote the maintenance and improvement of basically sound buildings.

Design Guidelines:

The Depot District Awning Policy was provided along with the TIF Design Guidelines. The façade improvements, to the best of our knowledge, agree with the TIF Design Guidelines.

Recommendation:

It is the recommendation of BDC staff that the requested TIF application of Arcorp Structures be denied.

E3



September 9, 2014

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

Re: TIF application – A.W.E.S.O.M.E. Pest Service, 3118 S. Oak Park Ave.

Dear Mayor and City Council,

The Berwyn Development Corporation's (BDC) Board of Directors recommend approval of the below specified TIF monies regarding A.W.E.S.O.M.E. Pest Service's project costs.

TIF assistance will be applied to façade improvements of the 2,500 sq. ft. building. Total costs for the project are estimated at just over \$2,300 in order to complete the work of awning and signage. A.W.E.S.O.M.E. Pest Service is a family owned company that performs a wide array of services. A.W.E.S.O.M.E. Pest Service provides service to many local businesses, local school districts, restaurants, and residential properties. The applicant successfully operated at 3206 Grove Avenue for over 15 years. They employ 4 full time, and one part time, employees. The proposed use is compatible with current zoning regulations for the property. A revenue forecast shows that the property (multi-unit building) would produce \$180,511 in local tax revenue over the next five years.

Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$1,930.90. Approval is contingent upon the applicant receiving all appropriate City permits.

With the consent of City Council, A.W.E.S.O.M.E. Pest Service can commence work on their project and contribute to the revitalization efforts taking place in the Depot District.

Respectfully submitted for your consideration,

Anthony W. Griffin

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

BDC STAFF TIF APPLICATION ANALYSIS
A.W.E.S.O.M.E. Pest Service, Inc – 3118 S. Oak Park Ave.

Summary of Project:

The applicant, Joseph Chiero, is requesting TIF funds for façade improvements at his commercial space. The TIF scope of work includes awning and signage. The applicant submitted a Tier I TIF application. To this extent, the applicant is requesting TIF funds for the work at this location in order to fill in the needed gap.

The applicants have been in business since 1997; having being previously located at 3206 Grove Ave. A.W.E.S.O.M.E. Pest Service is a family owned company that performs a wide array of services. A.W.E.S.O.M.E. Pest Service provides service to many suburban municipalities, preschools, local school districts, restaurants, residential properties and a variety of commercial properties. They have 4 full time employees and one part time.

The applicant is proposing to add awning and signage to his approximately 2,500 sq. ft. commercial space. The proposed work is compatible with current zoning regulations for the property. The storefront is part of PIN 16-31-117-027-0000.

Past TIF Funding or Commercial Loans:

The proposed project site has not received TIF funding in the past. The business owners received TIF in the past for a separate business and property. The project therefore complies with the BDC TIF policy referred to below.

- 17. **Limit on TIF Funding:** Properties within a TIF district are limited to one (1) approved TIF application per year and two (2) approved TIF applications in five (5) years.

Location & Pictures: 3118 S. Oak Park Ave. – Depot District TIF



Existing Zoning: C2 (Retail Overlay)

Existing Use: Big Tease Salon

Adjacent Zoning

Adjacent Development

North: C2 (DRO)

Cameo Endodontics

South: C2 (DRO)

Jorgensen Insurance

East: C2 (DRO)

Heritage Funeral Home

West: B2

multi-family residential

Summary of Costs:

Projects seeking TIF assistance for awning and signage can be given funding for the needed work under the Depot Awning Policy. Awning and signage are eligible TIF expenses. The total TIF eligible work is \$2,290.90.

Needs Analysis:

The proposed work would help the applicants make necessary improvements in order improve their storefront. The applicant’s financial participation in the improvement has been verified by BDC staff.

Current Property Tax and Assessment:

2012 Tax Year		2013 Tax Year		2013 Assessment		2014 Assessment	
1st	\$ 16,532.31	1st	\$ 17,614.36	Land	\$ 6,457	Land	\$ 6,457
2nd	\$ 15,493.77	2nd	\$ 16,118.62	Building	\$ 92,903	Building	\$ 86,070
Total	\$ 32,026.08	Total	\$ 33,732.98	Total	\$ 99,360	Total	\$ 92,527

+Projected Property Tax:

	2014	2015	2016	2017	2018	Five Year Forecasted Totals
Projected Property Tax	\$34,000	\$35,020	\$36,071	\$37,153	\$38,267	\$180,511

+staff property tax forecast based upon 2013 property tax and typical tax yield for the entire property. Tenant’s taxes are included in their rent and therefore difficult to calculate on an individual basis. Actual assessment dependent on Cook County.

Current Balance of the Respective TIF District:

The Depot District TIF fund currently has a balance of \$200,000, with a net balance of \$128,150 minus commitments; therefore, the needed funds for the project are available and agree with the goals of the TIF district Redevelopment Plan. The goals which the project supports include:

C. DEVELOPMENT AND DESIGN OBJECTIVES

- 6. Promote the maintenance and improvement of basically sound buildings.

- 17. Provide an overall system of signage which will establish visual continuity and promote a positive overall image for the area.

- 18. Undertake landscaping, lighting and signage improvements to upgrade the appearance of public rights-of-way within and adjacent to the Project Area.

Design Guidelines:

The Depot District Awning Policy was provided along with the TIF Design Guidelines. The chosen color (black) complies with Depot policy and therefore is eligible for 80% funding as outlined.

Recommendation:

It is the recommendation of BDC staff that the requested TIF application of A.W.E.S.O.M.E. Pest Service be approved with the following stipulations.

- 1. Project participation by the TIF district as determined by the TIF Committee.
- 2. The applicant will not receive any TIF monies prior to obtaining proper City permits.



September 4, 2014

**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 term 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 Pan American Bank with special legal counsel for the City of Berwyn by the law offices of Tishler & Wald, Ltd., 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 Pan American Bank's continuation in the Berwyn Commercial Loan program.

Respectfully submitted for your consideration,


Anthony W. Griffin

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	10-15-2014	10-15-2019	106000387	4A0 / 503		CAL	

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

Corporation: The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation
 3322 Oak Park Ave.
 Berwyn, IL 60402

Lender: PAN AMERICAN BANK
 LOAN DEPARTMENT
 1440 W. NORTH AVE.
 MELROSE PARK, IL 60160
 (708) 865-5700

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 3322 Oak Park Ave., Berwyn, IL 60402. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on **October 15, 2014**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person is an officer of The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Malaquias E. Montoya	President	Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Corporation:

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

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

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

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

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

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, **including agreements waiving the right to a trial by jury**, as the officer may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from the Corporation, at Lender's address shown above, written notice of revocation of such authority: **Malaquias E. Montoya, President of The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation.**

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

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed

**CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL
(Continued)**

Loan No: 106000387

Page 2

business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

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

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

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

IN TESTIMONY WHEREOF, 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 Resolution, and I personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated October 15, 2014.

CERTIFIED TO AND ATTESTED BY:

X

**Malaquias E. Montoya, President of The Berwyn
Development Corporation, an Illinois Not-for-Profit
Corporation**

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

GOVERNMENTAL CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	10-15-2014	10-15-2019	106000387	4A0 / 503		CAL	

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

Borrower: The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: PAN AMERICAN BANK
LOAN DEPARTMENT
1440 W. NORTH AVE.
MELROSE PARK, IL 60160
(708) 865-5700

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

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

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

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on **October 15, 2014**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIAL. The following named person is an Official of City of Berwyn:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Robert J. Lovero	Mayor	Y X	

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

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

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the Guaranty, and as a security for the payment of any loans, any promissory notes, or any other or further indebtedness of The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered. The provisions of this Certificate authorizing or relating to the pledge, mortgage, transfer, endorsement, hypothecation, granting of a security interest in, or in any way encumbering, the assets of the Entity shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation to Lender. The Entity has considered the value to itself of lending collateral in support of such indebtedness, and the Entity represents to Lender that the Entity is benefited by doing so.

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

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

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

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

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

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

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are

**GOVERNMENTAL CERTIFICATE
(Continued)**

Loan No: 106000387

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

IN TESTIMONY WHEREOF, 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 October 15, 2014.

CERTIFIED TO AND ATTESTED BY:

X _____
Robert J. Lovero, Mayor of 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.

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	10-15-2014	10-15-2019	106000387	4A0 / 503		CAL	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: PAN AMERICAN BANK
LOAN DEPARTMENT
1440 W. NORTH AVE.
MELROSE PARK, IL 60160
(708) 865-5700

THIS BUSINESS LOAN AGREEMENT dated October 15, 2014, is made and executed between The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation ("Borrower") and PAN AMERICAN BANK ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of October 15, 2014, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until October 15, 2019.

ADVANCE AUTHORITY. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Malaquias E. Montoya**, President of The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 106000387

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Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

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

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

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

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

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

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

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

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

Tax Returns. As soon as available, but in no event later than one-hundred-twenty (120) days after the applicable filing date for the tax reporting period ended, Borrower's Federal and other governmental tax returns, prepared by a certified public accountant satisfactory to Lender.

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

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

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

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

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

Name of Guarantor

Amount

City of Berwyn

Unlimited

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Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower

**BUSINESS LOAN AGREEMENT
(Continued)**

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and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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

**BUSINESS LOAN AGREEMENT
(Continued)**

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

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

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

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

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

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

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

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

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

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

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

~~**Insecurity.** Lender in good faith believes itself insecure.~~

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

ADDITIONAL PROVISIONS. Borrower(s) and Guarantor(s), jointly and severally, promise, warrant and agree it/they will: (1) Establish and maintain business and/or personal depository accounts with Lender for as long as it/they are indebted to Lender. Should the average ledger balance of this indebtedness decrease below 5.0% of the outstanding indebtedness, Borrower and/or Guarantor hereby grants to Lender the authorization to increase the interest rate 0.25% and increase the resulting corresponding payments to reflect this interest rate increase. Once Lender notifies Borrower/Guarantor of this depository deficiency, Borrower/Guarantor has 30 days from the written notice to cure this exception, otherwise the interest rate and the corresponding payment of the indebtedness shall remain increased until maturity of the indebtedness. (2) Borrower(s) and Guarantor(s) shall submit to Lender updated and applicable personal and business financial statements in form satisfactory to Lender within 120 days of each successive calendar year-end. (3) Borrower(s) and Guarantor(s) shall submit annually to Lender copies of their respective most current year-end Federal tax returns within 30 days of filing with the US Internal Revenue Service.

CROSS-DEFAULT AND CROSS COLLATERALIZATION PROVISION. If a default shall occur under any other loan or indebtedness now or hereafter owed to the Lender by Grantor, or under any loan document evidencing or securing such or indebtedness, and such default shall not be cured within the applicable grace period, if any.

Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document

In addition to the Note, the Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 106000387

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 106000387

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

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

Borrower. The word "Borrower" means The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

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

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

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

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

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

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

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

Lender. The word "Lender" means PAN AMERICAN BANK, its successors and assigns.

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

Note. The word "Note" means the Note dated October 15, 2014 and executed by The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation in the principal amount of \$600,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

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

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

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

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED OCTOBER 15, 2014.

BORROWER:

THE BERWYN DEVELOPMENT CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By:

Malaquias E. Montoya, President of The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 106000387

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LENDER:

PAN AMERICAN BANK

By: _____
Authorized Signer

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PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	10-15-2014	10-15-2019	106000387	4A0 / 503		CAL	

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

Borrower: The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: PAN AMERICAN BANK
LOAN DEPARTMENT
1440 W. NORTH AVE.
MELROSE PARK, IL 60160
(708) 865-5700

Principal Amount: \$600,000.00

Date of Note: October 15, 2014

PROMISE TO PAY. The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation ("Borrower") promises to pay to PAN AMERICAN BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Hundred Thousand & 00/100 Dollars (\$600,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on October 15, 2019. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning November 15, 2014, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the PRIME RATE AS PUBLISHED IN THE WALL STREET JOURNAL (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each time the Wall Street Journal published Prime Rate changes. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point under the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.000%. NOTICE: Under no circumstances will the interest rate on this Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: PAN AMERICAN BANK, LOAN DEPARTMENT, 1440 W. NORTH AVE. MELROSE PARK, IL 60160.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

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

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

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

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

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

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Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any

**PROMISSORY NOTE
(Continued)**

Loan No: 106000387

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Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

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

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

~~**Insecurity.** Lender in good faith believes itself insecure.~~

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

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

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

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

COLLATERAL. Borrower acknowledges this Note is secured by Guarantee of the City of Berwyn.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested orally by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Malaquias E. Montoya, President of The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

ADDITIONAL PROVISIONS. Borrower(s) and Guarantor(s), jointly and severally, promise, warrant and agree it/they will: (1) Establish and maintain business and/or personal depository accounts with Lender for as long as it/they are indebted to Lender. Should the average ledger balance of this indebtedness decrease below 5.0% of the outstanding indebtedness, Borrower and/or Guarantor hereby grants to Lender the authorization to increase the interest rate 0.25% and increase the resulting corresponding payments to reflect this interest rate increase. Once Lender notifies Borrower/Guarantor of this depository deficiency, Borrower/Guarantor has 30 days from the written notice to cure this exception, otherwise the interest rate and the corresponding payment of the indebtedness shall remain increased until maturity of the indebtedness. (2) Borrower(s) and Guarantor(s) shall submit to Lender updated and applicable personal and business financial statements in form satisfactory to Lender within 120 days of each successive calendar year-end. (3) Borrower(s) and Guarantor(s) shall submit annually to Lender copies of their respective most current year-end Federal tax returns within 30 days of filing with the US Internal Revenue Service.

PRIOR NOTE. The Promissory Note dated 10/15/09 in the principal amount of \$600,000.00 and all other Documents and Agreements executed in conjunction therewith.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Pan American Bank 2627 West Cermak Road Chicago, IL 60608.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PROMISSORY NOTE
(Continued)**

Loan No: 106000387

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

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

THE BERWYN DEVELOPMENT CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By:

**Malaquias E. Montoya, President of The Berwyn
Development Corporation, an Illinois Not-for-Profit
Corporation**

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COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call / Coll 4A0 / 503	Account	Officer CAL	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: The Berwyn Development Corporation, an Illinois
Not-for-Profit Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: PAN AMERICAN BANK
LOAN DEPARTMENT
1440 W. NORTH AVE.
MELROSE PARK, IL 60160
(708) 865-5700

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

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

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

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

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

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

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

**COMMERCIAL GUARANTY
(Continued)**

Loan No: 106000387

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Guaranty in whole or in part.

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

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

Annual Statements. As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Guarantor's balance sheet and income statement for the year ended, prepared by Guarantor.

Tax Returns. As soon as available, but in no event later than one-hundred-twenty (120) days after the applicable filing date for the tax reporting period ended, Guarantor's Federal and other governmental tax returns, prepared by a certified public accountant satisfactory to Lender.

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

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

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

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

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

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

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

**COMMERCIAL GUARANTY
(Continued)**

Loan No: 106000387

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under this Guaranty.

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

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

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

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

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

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

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

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

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

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

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

Additional Provisions. Borrower(s) and Guarantor(s), jointly and severally, promise, warrant and agree it/they will: (1) Establish and maintain business and/or personal depository accounts with Lender for as long as it/they are indebted to Lender. Should the average ledger balance of this indebtedness decrease below 5.0% of the outstanding indebtedness, Borrower and/or Guarantor hereby grants to Lender the authorization to increase the interest rate 0.25% and increase the resulting corresponding payments to reflect this interest rate increase. Once Lender notifies Borrower/Guarantor of this depository deficiency, Borrower/Guarantor has 30 days from the written notice to cure this exception, otherwise the interest rate and the corresponding payment of the indebtedness shall remain increased until maturity of the indebtedness. (2) Borrower(s) and Guarantor(s) shall submit to Lender updated and applicable personal and business financial statements in form satisfactory to Lender within 120 days of each successive calendar year-end. (3) Borrower(s) and Guarantor(s) shall submit annually to Lender copies of their respective most current year-end Federal tax returns within 30 days of filing with the US Internal Revenue Service.

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

Borrower. The word "Borrower" means The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation City of Berwyn, and in each case,

**COMMERCIAL GUARANTY
(Continued)**

Loan No: 106000387

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any signer's successors and assigns.

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

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

Lender. The word "Lender" means PAN AMERICAN BANK, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

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

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED OCTOBER 15, 2014.

GUARANTOR:

CITY OF BERWYN

By: _____

Robert J. Lovero, Mayor of City of Berwyn

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	10-15-2014	10-15-2019	106000387	4A0 / 503		CAL	

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

Borrower: The Berwyn Development Corporation, an Illinois
Not-for-Profit Corporation
3322 Oak Park Ave.
Berwyn, IL 60402

Lender: PAN AMERICAN BANK
LOAN DEPARTMENT
1440 W. NORTH AVE.
MELROSE PARK, IL 60160
(708) 865-5700

LOAN TYPE. This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Corporation for \$600,000.00 due on October 15, 2019. This is an unsecured renewal of the following described indebtedness: The Promissory Note dated 10/15/09 in the principal amount of \$600,000.00 and all other Documents and Agreements executed in conjunction therewith.

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

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

SPECIFIC PURPOSE. The specific purpose of this loan is: Renew existing line of credit with Pan American Bank Loan # 106000387.

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

Undisbursed Funds:	\$334,218.05
Other Disbursements:	\$265,781.95
\$265,781.95 Current Balance	\$265,781.95
Note Principal:	\$600,000.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED OCTOBER 15, 2014.

BORROWER:

THE BERWYN DEVELOPMENT CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By:
Malaquias E. Montoya, President of The Berwyn
Development Corporation, an Illinois Not-for-Profit
Corporation

NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	10-15-2014	10-15-2019	106000387	4A0 / 503		CAL	

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Berwyn, IL 60402

Lender: PAN AMERICAN BANK
LOAN DEPARTMENT
1440 W. NORTH AVE.
MELROSE PARK, IL 60160
(708) 865-5700

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Corporation for \$600,000.00 due on October 15, 2019. This is an unsecured renewal of the following described indebtedness: The Promissory Note dated 10/15/09 in the principal amount of \$600,000.00 and all other Documents and Agreements executed in conjunction therewith.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

Corporate Resolution: The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation
Customer Information Profile: The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation
Promissory Note
Disbursement Request and Authorization

Governmental Certificate: City of Berwyn
Business Loan Agreement
Customer Information Profile: Malaquias E. Montoya
Customer Information Profile: City of Berwyn
IL Commercial Guaranty: City of Berwyn
Notice of Final Agreement

Parties. The term "Parties" means PAN AMERICAN BANK and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation
Guarantor 1: City of Berwyn

Each Party who signs below, other than PAN AMERICAN BANK, acknowledges, represents, and warrants to PAN AMERICAN BANK that it has received, read and understood this Notice of Final Agreement. This Notice is dated October 15, 2014.

BORROWER:

THE BERWYN DEVELOPMENT CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By: _____
Malaquias E. Montoya, President of The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation

GUARANTOR:

CITY OF BERWYN

By: _____
Robert J. Lovero, Mayor of City of Berwyn

**NOTICE OF FINAL AGREEMENT
(Continued)**

Loan No: 106000387

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LENDER:

PAN AMERICAN BANK

X

Authorized Signer

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NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$600,000.00	10-15-2014	10-15-2019	106000387	4A0 / 503		CAL	

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MELROSE PARK, IL 60160
(708) 865-5700

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Corporation for \$600,000.00 due on October 15, 2019. This is an unsecured renewal of the following described indebtedness: The Promissory Note dated 10/15/09 in the principal amount of \$600,000.00 and all other Documents and Agreements executed in conjunction therewith.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

Corporate Resolution: The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation
Customer Information Profile: The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation
Promissory Note
Disbursement Request and Authorization

Governmental Certificate: City of Berwyn
Business Loan Agreement
Customer Information Profile: Malaquias E. Montoya
Customer Information Profile: City of Berwyn
IL Commercial Guaranty: City of Berwyn
Notice of Final Agreement

Parties. The term "Parties" means PAN AMERICAN BANK and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation
Guarantor 1: City of Berwyn

Each Party who signs below, other than PAN AMERICAN BANK, acknowledges, represents, and warrants to PAN AMERICAN BANK that it has received, read and understood this Notice of Final Agreement. This Notice is dated October 15, 2014.

BORROWER:

THE BERWYN DEVELOPMENT CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

By: _____
Malaquias E. Montoya, President of The Berwyn Development Corporation, an Illinois Not-for-Profit Corporation

GUARANTOR:

CITY OF BERWYN

By: _____
Robert J. Lovero, Mayor of City of Berwyn

**NOTICE OF FINAL AGREEMENT
(Continued)**

Loan No: 106000387

Page 2

LENDER:

PAN AMERICAN BANK

X

Authorized Signer

LASER PRO Lending Ver. 14.2.0.021 Copr. D+H USA Corporation 1997-2014 All Rights Reserved - IL LCF11WINCFILPL121 FC TR-2865 PR-1

F-1

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

Date: September 9, 2014

To: Members of City Council

Re: **Elimination of Grants Administrator Position**

Due to the success of various staff members achieving significant grant awards, I have chosen to restructure this aspect of the City and eliminate the position of Grants Administrator. Under the new restructuring department heads will be responsible for their respective grant identification, application, and reporting.

The restructuring is intended to create a more efficient and responsive government. This communication should be considered informational.

Respectfully,

Robert J. Lovero
Mayor

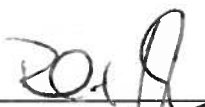


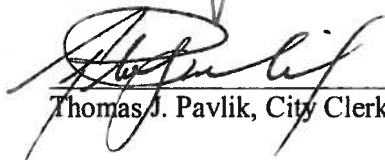
A Century of Progress with Pride

RESOLUTION

- Whereas, Larry Toriello was born at Oak Park Hospital on September 15, 1924 and has lived in Berwyn ever since; and
- Whereas, Larry Toriello's education started at LaVergne Elementary School continuing on to Morton East High School before attending Morton College and finishing his education at Coe College in Cedar Rapids Iowa. While attending Coe College, he was also a member of Alpha Phi Epsilon Fraternity; and
- Whereas, Larry Toriello served his country joining the US Army Air Corps during World War Two. He was stationed in many U.S. locations before serving on the Island of Guam as a parts clerk in support of the B-29 superfortresses stationed there; and
- Whereas, Larry Toriello has had many jobs over the years including being part owner of Carnovale Sausage Shop in Chicago between 1974 a 1978, having worked for the Fayette Seltzer Company, Palmers Florist in Oak Park, a forklift equipment salesman, Northern Illinois Gas, Hackel Homes of Riverside, District 100 schools for twenty nine years teaching industrial arts, physical education, social studies, and some individual grades. He also coached basketball and softball; and
- Whereas, Larry Toriello, after retiring, worked for Keystone Automotive driving a delivery truck for thirteen years and then worked for sixteen years with the City of Berwyn Building Department; and
- Whereas, Larry Toriello believes in helping others having traveled to Guatemala doing volunteer work building a house for the Mayan Families Organization; and
- Whereas, Larry Toriello has been an active member of the community having formed the Berwyn's Congo Mens Club in 1949, participated as a board member of the Fillmore Center, having been a member of the Berwyn Italian American Club, having been instrumental in starting Berwyn's recycling program in the late 1980s, and having been a member of Berwyn's Historic Route 66 Association. Larry continues to volunteer and assist with BDC events. Larry also now works part-time as a handyman now assisting the "seniors" of Berwyn; and
- Therefore, I, Mayor Robert J. Lovero, and the Aldermen of the City of Berwyn would like to extend our appreciation of all that Larry Toriello has done for his country and community and congratulate him on reaching the milestone of turning 90 years old and hereby proclaim September 15, 2014 as Larry Toriello Day within the City of Berwyn.

Dated this 9th day of September 2014.


Robert J. Lovero, Mayor


Thomas J. Pavlik, City Clerk



Chicagoland Czech-American Community Center

6635 W. Cermak Road
Berwyn, IL 60402
(708) 795-4400

e-mail: info@chicagocacc.org
website: www.chicagocacc.org

Thursday September 3, 2014

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

RE: Chicagoland Czech American Community Center 46th Houby Day Request

Ladies and Gentlemen:

The CCACC will be participating in the 2014 Houby Day Parade for its 46th Anniversary. This year the CCACC will only be organizing vendor booth area on October 5th, 2014. The CCACC is requesting the following:

Permission to set up its vendors tents for food, Christmas ornaments, beer, wine and music on Sunday October 5th, 2014 for the Houby Day Parade beginning at 11:00a.m. till 6pm. Location in front of the CCACC office 6635 W.Cermak and to use four parking spaces east of office on Cermak. CCACC will provide proper insurance and license for the City.

Please allow the corporate authorities to sign the agreement and to approve the items as requested.

Respectfully submitted,

Theodore J. Polashek
President
CCACC

Mayor **I-2**
Robert J. Lovero



4th Ward Alderman
Robert W. Fejt

A CENTURY OF PROGRESS WITH PRIDE

6700 W 26th Street • Berwyn, IL 60402 • Ph: (708) 749-6404 • Fax: (708) 788-0113 • Berwyn-IL.gov

September 5, 2014

Members of City Council

RE: Building Setback Ordinance

Council Members:

It has come to my attention that City of Berwyn Ordinance #1248.051 for dormer setbacks is not being followed according to Planning and Zoning Code.

We are in the process of creating a Historic Bungalow District and I feel that if this practice continues, the look of the beautiful buildings and integrity of the historic look will be damaged.

I am asking City Council to approve the discontinuance of variances outside of the current approved zoning codes and also approve that this matter be referred to the Buildings & Planning Committee to be discussed at an upcoming meeting.

Respectfully submitted,

A handwritten signature in blue ink that reads "Robert W. Fejt". The signature is written in a cursive, flowing style.

Robert W. Fejt
4th Ward Alderman

J-1

The City of Berwyn



Ruth E. Volbre
Admin. Asst. to City
Administrator & Mayor

A Century of Progress with Pride

September 9, 2014

To: Mayor Robert J. Lovero & City Council Members

From: Ruth E. Volbre, Administrative Assistant to the City Administrator and Mayor

Re: Masonry at City Hall

At a recent council meeting, City Council approved going out to bid for masonry work needed throughout City Hall. Staff, with the assistance of engineer Edward Kalina, assessed the necessary work on the building and went out to bid. Two bids were received with the lowest bidder being Grove Masonry Maintenance, Inc. in the amount of \$54,900. As the grant from the State of Illinois Department of Commerce and Economic Opportunity awarded to the City of Berwyn is only \$40,000, staff and engineer Edward Kalina reviewed the masonry specifications and identified a line item that could be eliminated from the project reducing the bid price by \$6,000. The resulting total bid price shall not exceed \$48,900. The excess \$8,900 cost that goes above the grant amount will be allotted to the Building Department's line item of building maintenance as this work is essential. Staff will also be assisted by engineer Edward Kalina in overseeing this project to make sure that the work meets the specifications in the RFP (see attachment.)

Recommended Actions:

Approval to hire Grove Masonry Maintenance, Inc. in the amount not to exceed \$48,900 for masonry work on City Hall.

Sincerely,

A handwritten signature in blue ink that reads "Ruth E. Volbre". The signature is written in a cursive style.

Ruth E. Volbre
Administrative Assistant to the City Administrator and Mayor

RETURN WITH BID

ATTACHMENT A

Masonry Specifications

The scope of work for the exterior building masonry is as follows:

Inspect all building elevations from ground level to roof line or top of parapet wall for the items listed below and make recommendations as to what needs repaired, and the cost of repairs (materials and labor).

Work Items to be addressed by Contractor:

Based on Discussions at the August 12, 2014 Pre-Bid Meeting, This Page is amended as follows:

1. *Tuck-pointing of building and parapet walls:* The City is of the opinion that the tuck-pointing is in generally good condition. This Item will include any required Stress or Stress Crack Caulking. The major areas that require Tuck-Pointing are pictured below. Further areas of tuck pointing include; any Cracked Coping Stones at the Top of the Building, areas around base stones, and other miscellaneous areas.



East Wall Immediately South of the Entrance



The Northwest Corner Area. Public Works will trim the Tree.

RETURN WITH BID



The North Brick Wall and the West Brick Wall at the NW Corner

The Tower Requires Brick Replacement at the Vent, Cut Control Joint, and Complete with Tuck Pointing.

Contractor Input: _____

2. **Brick Replacement [As Necessary]:** There are some face bricks that are spalling, which should be replaced. The Contractor is to confirm with the City Representative before removing bricks.
Contractor Input: _____

3. **Control/Expansion Joint:** The City would like the Contractor to remove and replace these joints.
Contractor Input: _____

RETURN WITH BID

4A. South Elevation Lintel Removal at the Garage: It is important that all attempts are made to remove this lintel and repair this wall. The City will initiate the required coordination with Commonwealth Edison. It is anticipated that this area may be required to be repaired over the weekends.

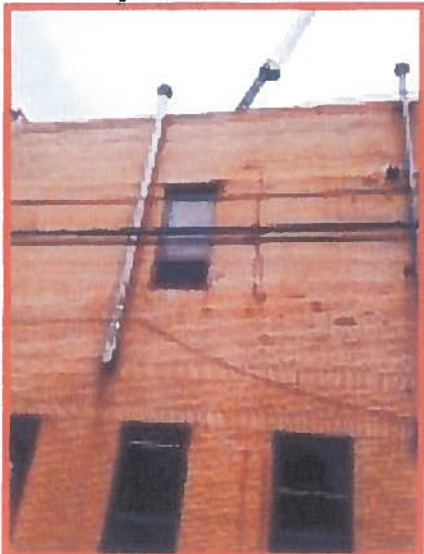


The Patched Door Area which Requires Repair.

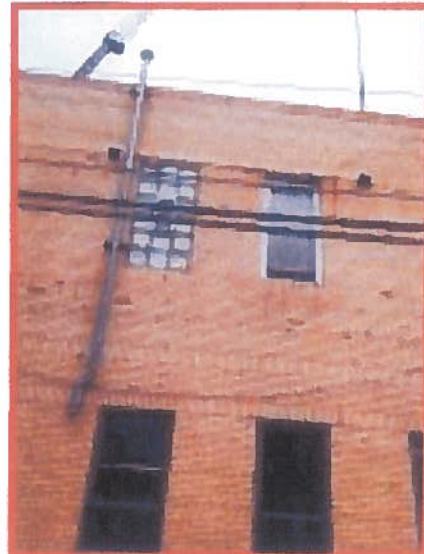
Page 17A

Contractor Input:

4B. South Elevation Windows; Lintel Removal & Replacement: The Lintels of the Windows located on the South Wall and shown in the pictures below, are required to be removed and replaced. The City will initiate the required communications with Commonwealth Edison.



Window #1



Windows #2 and #3

Page 18A

RETURN WITH BID



Window #4

Contractor Input:

4C. Sandstone Cleaning: The City would like The Contractor to clean the badly stained areas of The Sandstone on the North Elevation of the Building. See pictures below.



Sandstone Stain under Second Floor Window

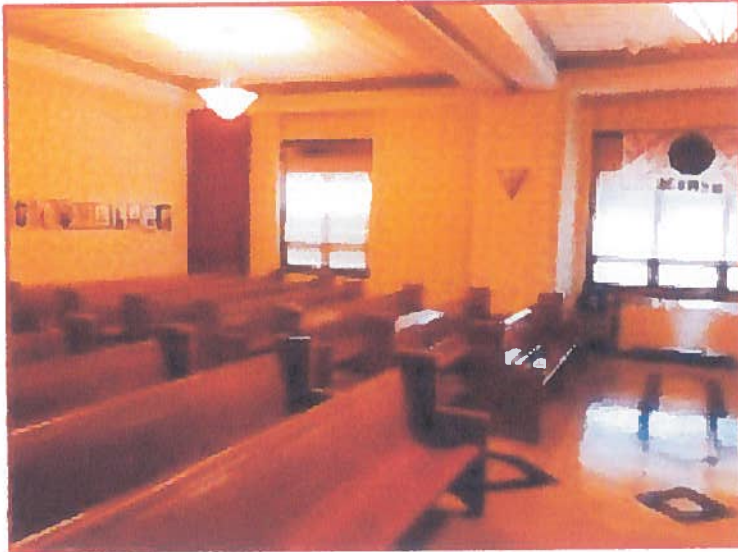


Sandstone Stain under Second Floor Window

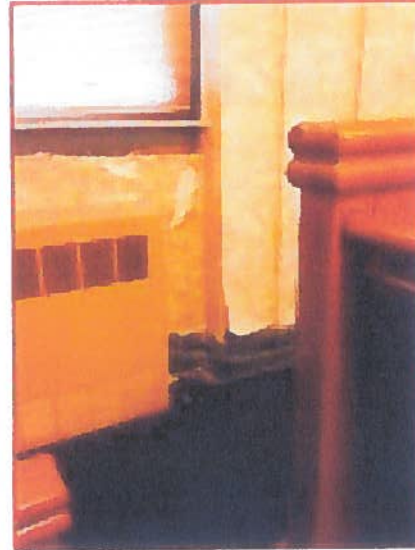
5. Window Frame to Masonry Caulking: The City has pointed out several windows around the building where the caulking shall be removed and replaced.

RETURN WITH BID

6. **Mobilization:** This Item will entail all required Contractor activities to get project started and to keep the project moving along. This Item will also include a “Water Test” to help The City better understand the cause of the leaking window in The Council Chambers. See Photos.



The Council Chamber Window



The Water Damaged Wall

1. **DELETED ALTERNATE BID: Masonry Sealing [Complete]:** The City would like the Contractor to professionally clean the complete building and apply the appropriate Masonry Seal in a thorough and professional manner. **THIS ITEM AND THE ALTERNATE BID HAVE BEEN DELETED.**

Grove Masonry Maintenance, Inc.

4234 West 124th Place
Alsip, IL 60803

Phone: 708-385-0225 • Fax: 708-385-1107

August 29, 2014

Ruth Volbre
Administrative Assistant to Mayor
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402

Reference: Masonry Improvements at Berwyn City Hall

Grove Masonry Maintenance, Inc. (GMM) has reviewed the project scope and would like to extend the City the following price reduction to our bid submitted on August 19th, 2014. Scope of work item # 4B South Elevation Windows; Lintel R & R. be eliminated from the project proposal work sheet. The reason for this removal is the placement of the over head power lines at the south elevation 2nd floor would prohibit us from allowing our employees to work in safe manner free from risk of electrical shock. The elimination of this bid item would reduce our total bid price by \$ 6,000.00 to a new total amount of not to exceed \$ 48,900.00

Section IV, Proposal Form Revised Worksheet is attached for reference and approval.

GMM employs union labor and is fully covered by Workers compensation and Public Liability Insurance.

If you require any additional information please do not hesitate to contact me. Thank you for the opportunity to provide pricing for this project.

Very Truly Yours,
Grove Masonry Maintenance, Inc.



Darin Grove
Vice President

SECTION IV

RETURN WITH BID

**CITY OF BERWYN
MASONRY IMPROVEMENTS AT CITY HALL**

PROPOSAL FORM

**NOTE: ALL BLANKS OF THIS PROPOSAL FORM SHALL BE COMPLETED.
FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR
REJECTION OF BIDS.**

Proposal of: Grove Masonry Maintenance, Inc.
(Company)
Date: 8/29/14- Revised

The Proposal Worksheet

#	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Tuck-Point Building & Parapet Walls	SF	1000	18.00	\$18,000.00
2.	Brick Replacement [as necessary]	EACH	300	23.00	\$ 6,900.00
3.	Control / Expansion Joint	LF	200	9.00	\$ 1,800.00
4A.	South Elevation Lintel Removal at Garage	LS	1	2,800.00x	\$ 2,800.00
4B.	South Elevation Windows; Lintel R & R	EACH	4	0	0
4C.	Sandstone Cleaning	SF	50	10.00	\$ 500.00
5.	Window Frame to Masonry Caulking	LF	500	9.00	\$ 4,500.00
6.	Mobilization	LS	1	14,400.00 x	\$14,400.00

The Total Bid Price

= 48,900.00

**** Please be advised that:
"The City will reserve the right to reject the bid prices for each or all items".**

J-2



City of Berwyn Police and Fire Commission
Carl Reina, Chairman
Rick Toman, Commissioner
Gilbert Pena, Commissioner
Tony J. Laureto, Secretary



6401 West 31st Street
Berwyn, IL. 60402
www.berwyn-il.gov



City of Berwyn
The City of Homes

Mayor Robert J. Lovero
Alderman Ralph Avila Chairman of Police and Fire Committee
Police Chief James Ritz
City Clerk Tom Pavlik
City Treasurer Joseph Kroc
Members of the City Council

Date: 8/19/14

RE: Probationary Police Officer Appointment

Daniel Piemonte has passed all of the requirements of employment for the City of Berwyn Police Department.

As approved by the Mayor and the City Council at the request of Police Chief James Ritz, the members of the Police and Fire Commission therefore recommend the appointment of Daniel Piemonte to the Berwyn Police Department.

The introduction and swearing in at the 9/9/2014 Berwyn Council meeting and the effective start date of 9/2/2014.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman

Gilbert Pena

Tony J. Laureto
Secretary BPFC
ALaureto@ci.berwyn.il.us
tony@laureto.com
708-935-3225

J-3

The City of Berwyn



Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

September 9, 2014

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

Re: **Request to waive the sealed bid process and accept the lowest proposal to replace water main on Oak Park Av.**

I am preparing this correspondence as a result of the Public Works Department experiencing four water main breaks in the last two years on the 12 inch water main located on Oak Park Av. between 22nd Street and Riverside Drive (approximately 400 feet). During the most recent break, about two weeks ago, during this repair I observed the overall condition of the water main to be extremely poor. While trying to scrape and clean the main for repair it was crumbling under the pressure of a scraper. This is an important main to the system, supplying water north and south to the commercial corridor and residential neighborhood distribution systems.

This main was installed in the 1930's and is made from a material known as "Spun Cast" iron. This material was made during the WW II years and was thinner and less durable due to the high demand for resources elsewhere.

After indentifying the extremely poor condition of the main and potential for additional water main breaks on this line, I believe it is critical to replace this main ASAP. With the approach of winter and the anticipated opening of a new restaurant immediately adjacent to this main, I am concerned that another break could occur and flood the new restaurant. Therefore I have requested our City consulting engineer to draft plans to replace approximately 400 feet of 12 inch water main and replace one fire hydrant that is fed from this line. In addition, I have secured proposals to replace 12 inch valves at either end of this project and due to the other existing utilities in the area and that there are no residential services connected to this line, I feel the best location for this main is to remove and replace it in the same location.

Recommended Actions:

I recommend waiving the sealed bid process and approving the project based on the tabulation of proposals presented at the September 9, 2014 City Council meeting for the replacement of approximately 400 feet of water main and all the necessary appurtenances.

Respectfully,

Robert Schiller
Director of Public Works

J-4

The City of Berwyn



Robert P. Schiller
Public Works Director

A Century of Progress with Pride

September 9, 2014

To: Mayor Robert J. Lovero & City Council Members

From: Robert Schiller, Public Works Director

Public Works staff requests to initiate a pilot project using a new concrete material in an alley in need of repair. The new concrete product is called Roller Compacted Concrete (RCC), in which the material is placed with the ease of asphalt but has the strength and durability of concrete. This product will also allow roads to open within 24 hours, where conventional concrete takes days to cure to a point strong enough to sustain traffic.

This product was first used in railroad yards starting in 2009 and is now used in regular roadway applications in the City of Chicago and Village of Streamwood; and parking lot applications throughout the Chicago Metropolitan area notably Toyota Park in Bridgeview due to its size. This product is also recently approved by the Illinois Department of Transportation (IDOT), in which IDOT has developed specifications to standardize the construction procedures, testing methods and strength requirements that must be met for this product.

Since this product is newer to mainstream construction, not all contractors and concrete producers have the necessary experience to build with RCC. City staff proposes to replace the alley behind City Hall so that it can be monitored and analyzed closely by city staff. Not only is the alley behind city hall in need of repair but this enable staff to determine if a new and time saving product could be used for future construction activities within the City.

Staff wishes to post a Request for Proposals (RFP) for the replacement of the City Hall alley with RCC pavement, excepting submittals only from contractors and concrete producers with the necessary experience to be able to bid on this project.

Recommendation:

It is my recommendation that City Council authorize City Staff to seek proposals for the RCC City Hall Alley Improvements pilot project.

Sincerely,

Robert Schiller, Public Works Director

J-5



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

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

September 5, 2014

Re: Authorization to advertise and hire a Library Assistant II – Teen (18 hrs.), Library Assistant I – Audio Visual (20 hrs.), and 2 Page (15 hrs. each)

Dear Mayor Lovero and Members of City Council:

The Library Department is requesting authorization to advertise and replace library staff to fill vacancies due to resignations and promotions. These positions are all budgeted and replacements.

Library Assistant II – Teen (18hours), \$12.50

This position was held by Morgan Lewis. The primary duty of the Library Assistant I position is to offer services to teens.

Library Assistant I – Audio Visual (20 hours) \$11.75

This position was held by Lizbeth Gomez.

2 Page (15 hours each), \$8.00 – 8.25

These positions were held by Daniel Marchan and Florian Palucci. This is a minimum wage shelving position that is most often held by a student.

Funding for these positions are budgeted in FY2014. The Library Board of Trustees reviewed and approved the replacements and reclassifications at the August 18, 2014 meeting. Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tammy H. Clausen".

Tammy Clausen
Library Director

J-6



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

September, 5 2014
Honorable Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

Dear Mayor Lovero and Members of City Council:
The Library Department is requesting authorization to implement a new salary schedule

The standards for Illinois public libraries and the Illinois Laws and Rules require libraries to approve a salary schedule at least every three years. In order to keep salaries competitive with area libraries, the Library Board of Trustees made adjustments to the professional staffs' starting salaries. The two job classifications affected by the schedule are the master-leveled Librarian II and Department Heads.

This new schedule will require some adjustments in a few current employees' hourly rates. The library has the money in the salary budget line to make these adjustments and the ability to have it budgeted next year. This was thoroughly vetted by the Board's Finance Committee and Policy and Personnel Committee. It was then approved by the Library Board of Trustees at the August 18, 2014 meeting.

Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tammy Clausen".

Tammy Clausen, Library Director

Berwyn Public Library Salary Schedule 2014

POSITION	Berwyn Current	Berwyn Start
Page	\$8.25	\$ 8.25
Library Assistant I	\$ 11.75	\$ 11.75
Library Assistant II	\$ 12.50	\$ 12.50
Clerk	\$ 14.00	\$ 14.00
Library Associate	\$ 14.00	\$ 14.00
Administrative Assistant	\$ 25.63	\$ 16.00
Maintenance Supervisor	\$ 16.00	\$ 20.00
IT Supervisor	\$ 32.15	\$ 25.00
IT Associate	\$ 15.00	\$ 14.85
Librarian (MLS)	\$ 16.00	\$ 20.00
Department Head	\$ 20.00	\$ 25.00
Director	\$ 36.57	

Germane to J-7



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

September 5, 2014
Honorable Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

Re: The Library Department is requesting permission to go out to bid for VAV terminal replacements

Dear Mayor Lovero and Members of City Council:

When the Library replaced the chiller in 2012, the related equipment was not updated. The chiller system has been down multiple times this summer. We currently have 20 VAV boxes that need to be replaced. Cardboard and Styrofoam peanuts are holding the broken boxes open and the VAV controls do not communicate with the new chilling system. The building has been extra cold the last few weeks because these boxes cannot regulate the incoming air flow.

Pending Library Boards approval, the Library is seeking authorization to go out to bid to for the replacement of the VAV terminals and adapt existing ductwork to the new units. Funding for this work is in the FY2014 Library budget. Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tammy Clausen".

Tammy Clausen, Library Director



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

September, 5 2014
Honorable Mayor Robert J. Lovero
Members of the City Council
City of Berwyn

Re: The Library Department is requesting waving the bidding process for emergency HVAC work due to health and safety risks

Dear Mayor Lovero and Members of City Council:

When the Library replaced the chiller in 2012, none of the related equipment was updated. The chiller system has been down multiple times this summer. When the system shuts down the humidity rises and the floors and stairs become slippery. Several customers have fallen as we try to fix the system.

We currently have 20 VAV boxes that need to be replaced. Cardboard boxes and Styrofoam peanuts are holding the broken boxes open. These VAV controls do not communicate with the new chilling system. The building has been extra cold the last few weeks because these boxes cannot regulate the incoming air flow.

Pending Executive Library Boards approval, the Library is seeking authorization to have Complete Temperature Systems complete this work at a cost not to exceed \$47,883.00. We have worked with Complete Temperature in the past. They are the company who has our HVAC maintenance contract.

Funding for this work is in the FY2014 Library budget. Your consideration and concurrence of this request is appreciated.

Your consideration and concurrence of this request is appreciated.

Respectfully submitted,

Tammy Clausen, Library Director

K-1

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

September 5, 2014

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

SUBJECT: Payroll August 27, 2014

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the September 9, 2014 meeting.

Payroll: September 9, 2014 in the amount of \$ 1,047,586.16

Respectfully Submitted,

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

Nona N. Chapman
Budget Committee Chairman

K-2

The City of Berwyn



Nona N. Chapman
1st Ward Alderman

A Century of Progress with Pride

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

September 5, 2014

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

SUBJECT: Payables September 9, 2014

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the September 9, 2014 meeting.

Total Payables: September 9, 2014 in the amount of \$ 1,248,852.64

Respectfully Submitted,

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

Nona N. Chapman
Budget Committee Chairman

Payment Register

From Payment Date: 8/22/2014 - To Payment Date: 9/10/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
28350	08/22/2014	Open			Accounts Payable	Valdez Bbarrios, Cindy	\$200.00		
28351	08/27/2014	Open			Accounts Payable	EBSCO Information Services	\$9,000.00		
28352	08/27/2014	Open			Accounts Payable	Federal Express Corporation	\$48.84		
28353	08/27/2014	Open			Accounts Payable	Miguel A. Santiago Consulting, Inc	\$5,000.00		
28354	08/27/2014	Open			Accounts Payable	Pitney Bowes	\$285.23		
28355	08/26/2014	Open			Accounts Payable	D/Amico, David, M.	\$1,200.00		
28356	08/28/2014	Open			Accounts Payable	Jack's Rental, Inc.	\$629.31		
28357	08/28/2014	Open			Accounts Payable	D/Amico, David, M.	\$2,500.00		
28358	09/10/2014	Open			Accounts Payable	A Square Deal Glass Company	\$158.67		
28359	09/10/2014	Open			Accounts Payable	ABC Automotive Electronics	\$1,460.60		
28360	09/10/2014	Open			Accounts Payable	ABC Automotive Electronics	\$12,304.37		
28361	09/10/2014	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$3,565.00		
28362	09/10/2014	Open			Accounts Payable	AETNA	\$29,767.00		
28363	09/10/2014	Open			Accounts Payable	Air One Equipment, Inc.	\$313.00		
28364	09/10/2014	Open			Accounts Payable	Airgas North Central	\$511.56		
28365	09/10/2014	Open			Accounts Payable	AmAudit	\$31.80		
28366	09/10/2014	Open			Accounts Payable	American Legal Publishing Corporation	\$450.00		
28367	09/10/2014	Open			Accounts Payable	American Sealcoating & Maintenance, Inc.	\$1,785.00		
28368	09/10/2014	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$287.00		
28369	09/10/2014	Open			Accounts Payable	Art Flo Shirt and Lettering	\$3,133.50		
28370	09/10/2014	Open			Accounts Payable	Associated Tire and Battery	\$1,048.00		
28371	09/10/2014	Open			Accounts Payable	AT & T	\$8,626.59		
28372	09/10/2014	Open			Accounts Payable	AT & T	\$11,236.14		
28373	09/10/2014	Open			Accounts Payable	AT & T	\$298.39		
28374	09/10/2014	Open			Accounts Payable	AT & T	\$3,655.04		
28375	09/10/2014	Open			Accounts Payable	AWESOME Pest Service	\$755.00		
28376	09/10/2014	Open			Accounts Payable	B. Davids Landscaping	\$915.00		
28377	09/10/2014	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$723.60		
28378	09/10/2014	Open			Accounts Payable	Barge Terminal & Trucking	\$5,682.96		
28379	09/10/2014	Open			Accounts Payable	Berwyn Ace Hardware	\$1,031.93		
28380	09/10/2014	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$802.42		
28381	09/10/2014	Open			Accounts Payable	Bourdonnais Supply Company, Inc.	\$399.87		
28382	09/10/2014	Open			Accounts Payable	Brigida Arreola	\$12.32		
28383	09/10/2014	Open			Accounts Payable	Building Services of America, LLC	\$1,657.29		
28384	09/10/2014	Open			Accounts Payable	Case Lots, Inc.	\$682.00		
28385	09/10/2014	Open			Accounts Payable	Cassidy Tire	\$1,577.32		
28386	09/10/2014	Open			Accounts Payable	CDW Government, Inc.	\$744.86		
28387	09/10/2014	Open			Accounts Payable	Chris Schiller	\$227.36		
28388	09/10/2014	Open			Accounts Payable	Chromate Industrial Corporation	\$1,128.25		
28389	09/10/2014	Open			Accounts Payable	Cicero Landscape, Inc.	\$1,250.00		
28390	09/10/2014	Open			Accounts Payable	Citadel	\$180.00		
28391	09/10/2014	Open			Accounts Payable	Clearchannel Outdoor	\$12,180.00		
28392	09/10/2014	Open			Accounts Payable	Comcast Cable	\$106.27		
28393	09/10/2014	Open			Accounts Payable	Comcast Cable	\$63.32		
28394	09/10/2014	Open			Accounts Payable	ComEd	\$629.32		

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28395	09/10/2014	Open			Accounts Payable	Commercial Maintenance Chemical Corporation	\$873.67		
28396	09/10/2014	Open			Accounts Payable	Communication Revolving Fund Corporation	\$498.55		
28397	09/10/2014	Open			Accounts Payable	Constellation New Energy, Inc.	\$4,058.69		
28398	09/10/2014	Open			Accounts Payable	Continental Research Corporation	\$910.50		
28399	09/10/2014	Open			Accounts Payable	COTG	\$65.29		
28400	09/10/2014	Open			Accounts Payable	Dearborn National Life Insurance Company	\$6,133.88		
28401	09/10/2014	Open			Accounts Payable	Dell Marketing, LP	\$11,058.80		
28402	09/10/2014	Open			Accounts Payable	Dell Marketing, LP	\$2,156.56		
28403	09/10/2014	Open			Accounts Payable	Diamond Graphics, Inc.	\$2,675.00		
28404	09/10/2014	Open			Accounts Payable	Door Systems, Inc.	\$513.50		
28405	09/10/2014	Open			Accounts Payable	E & M Maintenance Group	\$3,055.00		
28406	09/10/2014	Open			Accounts Payable	Eagle Petroleum USA, Inc.	\$594.88		
28407	09/10/2014	Open			Accounts Payable	Elite Document Solutions	\$903.94		
28408	09/10/2014	Open			Accounts Payable	Engineering Solutions Team	\$2,685.00		
28409	09/10/2014	Open			Accounts Payable	Evanced Solutions, LLC	\$1,365.00		
28410	09/10/2014	Open			Accounts Payable	Federal Express Corporation	\$156.19		
28411	09/10/2014	Open			Accounts Payable	Felco Vending, Inc.	\$64.00		
28412	09/10/2014	Open			Accounts Payable	Flash Electric Company	\$175.00		
28413	09/10/2014	Open			Accounts Payable	Frank Novotny & Associates	\$2,081.25		
28414	09/10/2014	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$130.00		
28415	09/10/2014	Open			Accounts Payable	Gale / Cengage	\$228.65		
28416	09/10/2014	Open			Accounts Payable	Gaylord Bros, Inc.	\$173.05		
28417	09/10/2014	Open			Accounts Payable	GEORCB / AMAZON	\$2,596.93		
28418	09/10/2014	Open			Accounts Payable	H. J. Mohr & Sons Company	\$600.00		
28419	09/10/2014	Open			Accounts Payable	Halogen Supply Company, Inc.	\$4,685.25		
28420	09/10/2014	Open			Accounts Payable	Harlem Plumbing Supply	\$18.13		
28421	09/10/2014	Open			Accounts Payable	Health Care Service Corporation	\$677,010.67		
28422	09/10/2014	Open			Accounts Payable	Heartland Consultants, Inc.	\$109.50		
28423	09/10/2014	Open			Accounts Payable	High Psi, LTD	\$873.44		
28424	09/10/2014	Open			Accounts Payable	Holiday Camera, Inc.	\$419.98		
28425	09/10/2014	Open			Accounts Payable	Home Depot Credit Services	\$137.59		
28426	09/10/2014	Open			Accounts Payable	Hoy Landscaping, Inc.	\$6,385.71		
28427	09/10/2014	Open			Accounts Payable	IHS Globak, Inc.	\$80.75		
28428	09/10/2014	Open			Accounts Payable	Illinois Paper & Copier Company	\$3,953.53		
28429	09/10/2014	Open			Accounts Payable	Illinois Tactical Officers Association	\$1,180.00		
28430	09/10/2014	Open			Accounts Payable	Illinois Workers' Compensation Commission	\$429.54		
28431	09/10/2014	Open			Accounts Payable	Infinity Communications Group	\$1,690.00		
28432	09/10/2014	Open			Accounts Payable	J. Sterling Morton High School	\$31,128.24		
28433	09/10/2014	Open			Accounts Payable	Jack's Rental, Inc.	\$1,781.23		
28434	09/10/2014	Open			Accounts Payable	James D. Ritz	\$25.00		
28435	09/10/2014	Open			Accounts Payable	James Frank	\$258.97		
28436	09/10/2014	Open			Accounts Payable	Jan Way Company USA, Inc.	\$180.98		
28437	09/10/2014	Open			Accounts Payable	JL Honey Bee Farms	\$225.00		
28438	09/10/2014	Open			Accounts Payable	Just Tires	\$574.73		
28439	09/10/2014	Open			Accounts Payable	K's Quality Construction, Inc.	\$5,174.00		
28440	09/10/2014	Open			Accounts Payable	Kathleen Behrendt	\$103.82		
28441	09/10/2014	Open			Accounts Payable	Kieft Bros., Inc.	\$871.09		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28442	09/10/2014	Open			Accounts Payable	Klein, Thorpe and Jenkins, LTD.	\$3,169.00		
28443	09/10/2014	Open			Accounts Payable	Kopicki Family Funeral Home	\$250.00		
28444	09/10/2014	Open			Accounts Payable	Krames Slaywell, LLC	\$65.91		
28445	09/10/2014	Open			Accounts Payable	Lakeview Bus Lines, Inc.	\$1,368.20		
28446	09/10/2014	Open			Accounts Payable	Laner Muchin, Ltd.	\$18,356.43		
28447	09/10/2014	Open			Accounts Payable	Laurdale News	\$231.24		
28448	09/10/2014	Open			Accounts Payable	Leah-Wolf	\$1,215.40		
28449	09/10/2014	Open			Accounts Payable	Louis Calvello	\$88.48		
28450	09/10/2014	Open			Accounts Payable	Lyons Tree Service, Inc.	\$28,906.00		
28451	09/10/2014	Open			Accounts Payable	Mazza Healthcare LLC	\$638.11		
28452	09/10/2014	Open			Accounts Payable	McAdam Landscaping, Inc.	\$2,640.00		
28453	09/10/2014	Open			Accounts Payable	McCann Industries, Inc.	\$829.57		
28454	09/10/2014	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
28455	09/10/2014	Open			Accounts Payable	Menards	\$284.56		
28456	09/10/2014	Open			Accounts Payable	MES - Illinois	\$479.65		
28457	09/10/2014	Open			Accounts Payable	Metal Supermarkets	\$58.61		
28458	09/10/2014	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$8,318.45		
28459	09/10/2014	Open			Accounts Payable	Michael Cirolia	\$2,361.25		
28460	09/10/2014	Open			Accounts Payable	Micro Marketing, LLC	\$90.04		
28461	09/10/2014	Open			Accounts Payable	Midwest Tape	\$76.95		
28462	09/10/2014	Open			Accounts Payable	Mike & Sons	\$8,397.33		
28463	09/10/2014	Open			Accounts Payable	Morning Noon & Night Plumbing	\$6,400.00		
28464	09/10/2014	Open			Accounts Payable	MRA	\$16,885.50		
28465	09/10/2014	Open			Accounts Payable	NAEIR	\$25.50		
28466	09/10/2014	Open			Accounts Payable	Neal & Leroy, LLC	\$62.50		
28467	09/10/2014	Open			Accounts Payable	Nextel Communications	\$837.19		
28468	09/10/2014	Open			Accounts Payable	Nora Laurelo	\$360.35		
28469	09/10/2014	Open			Accounts Payable	North Berwyn Park District	\$1,707.29		
28470	09/10/2014	Open			Accounts Payable	Northeastern Illinois Public Safety Training Acad	\$590.00		
28471	09/10/2014	Open			Accounts Payable	O.D. Sports	\$2,720.00		
28472	09/10/2014	Open			Accounts Payable	OFFICE DEPOT	\$176.10		
28473	09/10/2014	Open			Accounts Payable	Office Equipment Sales	\$1,573.51		
28474	09/10/2014	Open			Accounts Payable	PACE Vanpool	\$400.00		
28475	09/10/2014	Open			Accounts Payable	Patrick N. Murray	\$2,625.00		
28476	09/10/2014	Open			Accounts Payable	Personalized Awards	\$3,124.76		
28477	09/10/2014	Open			Accounts Payable	Pinner Electric Company	\$2,763.20		
28478	09/10/2014	Open			Accounts Payable	Pittek O'Hare	\$172.31		
28479	09/10/2014	Open			Accounts Payable	Power Washing Pros	\$9,850.00		
28480	09/10/2014	Open			Accounts Payable	Professional Pest Control, Inc.	\$75.00		
28481	09/10/2014	Open			Accounts Payable	Quarry Materials, Inc.	\$1,635.70		
28482	09/10/2014	Open			Accounts Payable	R.D.V. Electric, Inc.	\$475.00		
28483	09/10/2014	Open			Accounts Payable	Rafael Avila	\$100.00		
28484	09/10/2014	Open			Accounts Payable	Reliable Materials	\$435.00		
28485	09/10/2014	Open			Accounts Payable	Research Technology International	\$468.21		
28486	09/10/2014	Open			Accounts Payable	Roscoe Company	\$1,158.12		
28487	09/10/2014	Open			Accounts Payable	Royal Publishing	\$175.00		
28488	09/10/2014	Open			Accounts Payable	Saber-Tooth Computing	\$1,000.00		
28489	09/10/2014	Open			Accounts Payable	Sam's Club / Synchro Bank	\$275.64		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28490	09/10/2014	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$16.47		
28491	09/10/2014	Open			Accounts Payable	Sam's Club / Synchrony Bank	\$243.14		
28492	09/10/2014	Open			Accounts Payable	Santo Sport Store	\$1,034.55		
28493	09/10/2014	Open			Accounts Payable	Schoolhouse Outfitters, LLC	\$2,141.06		
28494	09/10/2014	Open			Accounts Payable	Scout Electric Supply	\$280.00		
28495	09/10/2014	Open			Accounts Payable	Sherwin Williams Company	\$2,001.37		
28496	09/10/2014	Open			Accounts Payable	Software One	\$4,735.80		
28497	09/10/2014	Open			Accounts Payable	Specialty Store Unlimited	\$147.70		
28498	09/10/2014	Open			Accounts Payable	Sportfields, Inc.	\$1,492.08		
28499	09/10/2014	Open			Accounts Payable	Sprint	\$196.61		
28500	09/10/2014	Open			Accounts Payable	Standard Equipment Company	\$8,543.93		
28501	09/10/2014	Open			Accounts Payable	State Industrial Products	\$281.04		
28502	09/10/2014	Open			Accounts Payable	Suburban Laboratories, Inc.	\$1,205.00		
28503	09/10/2014	Open			Accounts Payable	Success Communications, Inc.	\$297.00		
28504	09/10/2014	Open			Accounts Payable	Sundek of Illinois, Inc.	\$923.75		
28505	09/10/2014	Open			Accounts Payable	SWAN	\$242.66		
28506	09/10/2014	Open			Accounts Payable	Swank Motion Picture, Inc.	\$349.00		
28507	09/10/2014	Open			Accounts Payable	Taneling, Inc.	\$196.00		
28508	09/10/2014	Open			Accounts Payable	Teen Ink	\$215.00		
28509	09/10/2014	Open			Accounts Payable	Tele-Tron Ace Hardware	\$1,093.28		
28510	09/10/2014	Open			Accounts Payable	Tennant Sales & Service Company	\$1,394.86		
28511	09/10/2014	Open			Accounts Payable	The Sign Edge	\$435.00		
28512	09/10/2014	Open			Accounts Payable	Thomas J. Pawlik	\$25.00		
28513	09/10/2014	Open			Accounts Payable	Thomson Reuters- West	\$30.88		
28514	09/10/2014	Open			Accounts Payable	TKB Associates, Inc.	\$14,163.00		
28515	09/10/2014	Open			Accounts Payable	Tony Petruskas	\$3,250.00		
28516	09/10/2014	Open			Accounts Payable	Town of Cicero, Animal Welfare Dept.	\$1,857.25		
28517	09/10/2014	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$5,837.80		
28518	09/10/2014	Open			Accounts Payable	Truckpro - Chicago	\$77.51		
28519	09/10/2014	Open			Accounts Payable	Tyad Automotive	\$1,932.98		
28520	09/10/2014	Open			Accounts Payable	Twin Supplies, Inc.	\$3,448.00		
28521	09/10/2014	Open			Accounts Payable	U.S. Postmaster	\$1,254.00		
28522	09/10/2014	Open			Accounts Payable	Unique Plumbing	\$133,771.91		
28523	09/10/2014	Open			Accounts Payable	Urbanski Reporting Company, Inc.	\$228.99		
28524	09/10/2014	Open			Accounts Payable	US Gas	\$80.80		
28525	09/10/2014	Open			Accounts Payable	VCA Berwyn Animal Hospital	\$979.04		
28526	09/10/2014	Open			Accounts Payable	VERIZON WIRELESS SITE#80289	\$560.05		
28527	09/10/2014	Open			Accounts Payable	WBEZ, Chicago Public Media	\$1,500.00		
28528	09/10/2014	Open			Accounts Payable	Weimer Machine	\$1,114.46		
28529	09/10/2014	Open			Accounts Payable	West Suburban Chiefs of Police Association	\$175.00		
28530	09/10/2014	Open			Accounts Payable	Zee Medical, Inc.	\$96.00		
28531	09/10/2014	Open			Accounts Payable	Carbajar, Ana	\$47.50		
28532	09/10/2014	Open			Accounts Payable	Ciolkosz, Susan	\$1,475.00		
28533	09/10/2014	Open			Accounts Payable	Collazo, Joshua	\$250.00		
28534	09/10/2014	Open			Accounts Payable	Krzywon, Laura	\$38.22		
28535	09/10/2014	Open			Accounts Payable	L. Pelfr, Inc.	\$1,475.00		
28536	09/10/2014	Open			Accounts Payable	Martin, Karma	\$715.00		
28537	09/10/2014	Open			Accounts Payable	Polcastro, Joseph	\$3,300.00		
28538	09/10/2014	Open			Accounts Payable	Ramirez, Marian	\$205.63		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
28539	09/10/2014	Open			Accounts Payable	Stricker, Cindy	\$22.65		
Type Check Totals:									
01 - General Cash Totals							\$1,248,852.64		

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
All	Open	190	\$1,248,852.64	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	190	\$1,248,852.64	\$0.00
Checks	Open	190	\$1,248,852.64	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	190	\$1,248,852.64	\$0.00
All	Open	190	\$1,248,852.64	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	190	\$1,248,852.64	\$0.00

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Robert J. Lovero
Mayor



**Collections and
Licensing**

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

September 3, 2014

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

Dear Mayor and Council Members:

Attached please find a list of business licenses which were issued by the Collection and Licensing Department for the month of August, 2014. Included are storefronts & phone use only businesses. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending as well as businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

A handwritten signature in cursive script that reads "Jeannette Rendon".

Jeannette Rendon
For Rasheed Jones
Finance Director

Application Pending

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

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>Alivio Medical Center</i>				15210
6447 W. Cermak Road	Berwyn IL 60402	3/3/2014		
<i>Berwyn Credit Restoration</i>	<i>Unit B</i>		(888) 550-6570	14472
6601 W. Roosevelt Road	Berwyn IL 60402	2/4/2013		
<i>Berwyn Tap Room</i>				15213
6330 W. 16 th Street	Berwyn IL 60402	8/6/2014		
<i>Botanica Orisha Ile Ifa Inc.</i>			(708) 795-8300	14405
2617 S. Ridgeland Ave.	Berwyn IL 60402	12/18/2012		
<i>Cancun Auto Sales</i>			(708) 484-4800	15124
6245 W. Bus_Street	Berwyn IL 60402	12/10/2013		
<i>Chicagoland Retinal Consultants</i>	<i>Suite B</i>		(708) 484-8500	15178
6801 W. Stanley Avenue	Berwyn IL 60402	6/5/2014		
<i>Community Nutrition Network & Snr. Svc's</i>	<i>Suite 202</i>		(312) 207-5290	15197
3239 S. Bus_Street	Berwyn IL 60402	2/4/2014		
<i>Diamond Realtors Group</i>			(708) 749-3220	14458
6328 W. 26 th St.	Berwyn IL 60402	1/28/2013		
<i>El Moral Meat Market</i>			(708) 788-0235	15382
6706 W. 16 th Street	Berwyn IL 60402	5/22/2014		
<i>Enterprise Rent -a- Car</i>			(708) 749-2000	12778
6301 W. Ogden Avenue	Berwyn IL 60402	3/16/2012		
<i>Fernando Fuentes D.B.A. Roberto's Place</i>				13011
3244 S. OakPark Avenue	Berwyn IL 60402	2/1/2012		
<i>Ferrentino and Saikas Atty. LLC</i>			(773) 647-1519	15080
6616 W. Cermak Road	Berwyn IL 60402	11/12/2013		
<i>Jelly Jam Pancake House # 2</i>			(708) 777-1967	15436
3205 S. Harlem Aveue	Berwyn IL 60402	7/21/2014		
<i>Juan Manzo d.b.a. Farmers Insurance</i>			(708) 317-5921	15218
6226 W. Cermak Road	Berwyn IL 60402	2/19/2014		
<i>K ' Natural Inc.</i>			(708) 788-7900	12533
6610 W. Cermak Road	Berwyn IL 60402	6/9/2011		
<i>Munoz Medical Center LLC</i>			(708) 484-2600	12702
3100 South Oak Park Avenue	Berwyn IL 60402	8/22/2011		
<i>Nationwiede Income Tax Services Inc.</i>			(800) 567-0757	10837
6626 W. Cermak Road	Berwyn IL 60402	1/21/2011		
<i>Nutri Max Fitness # 4</i>				13612
6508 W. 16 th St.	Berwyn IL 60402	11/14/2012		
<i>Pav Realtors</i>			(708) 795-7100	10965
6308 W. Cermak Road	Berwyn IL 60402	4/1/2011		
<i>Sleepy's</i>				14913
7129 W. Cermak Road	Berwyn IL 60402	8/26/2013		

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>Taqueria El Palenque Inc.</i>				13049
1547 S. Oak Park Ave.	Berwyn IL 60402	2/23/2012		
<i>The Math Spot LLC.</i>			(708) 484-6284	14625
6834- A Bus_Street W.	Berwyn IL 60402	4/22/2013		
<i>TLM and Associates Inc.</i>			(877) 295-4066	14566
6813 W. Roosevelt Road	Berwyn IL 60402	3/21/2013		
<i>Wireless & Beyond</i>	<i>d.b.a. Cricket Communications</i>			15295
6347 W. Cermak Road Suite	Berwyn IL 60402	4/7/2014		
Total Businesses				24

BERWYN BUSINESSES - LICENSED IN AUGUST, 2014 (STOREFRONTS)

<u>NAME</u>	<u>ADDRESS</u>	<u>OWNERS NAME</u>	<u>COMMENTS</u>
American Family Insurance	6337 26th Street	Hector Garcia	(312) 907-0157
Lucky's (Tavern)	7123 Roosevelt Road	Bill Mowery Jr.	(708) 285-4376
Waldo Cooney's Pizza	6733 Cermak Road	John Katsibubas	(773) 459-5648
Ohana Kitchen and Bath	6810 Cermak Road	Will Hernandez	(708) 200-9037
Coco's Boutique	6335 Cermak Road	Estella Sosa	(708) 501-9855

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Mayor
Robert J. Lovero



2nd Ward Alderman
Jeffrey Boyajian

M E M O R A N D U M

August 25, 2014

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

RE: Handicap Parking Application #897
3118 Clarence Ave, Berwyn, IL 60402

Ladies and Gentlemen:

The attached application has been reviewed and is submitted for your consideration with a recommendation for approval of a handicap parking space.

<u>Address</u>	<u>Owner Name</u>	<u>Application #</u>
3118 S Clarence Ave	Karen Fritz	897

Thank you very much,

Jeffrey Boyajian
2nd Ward Alderman



Application Number 897

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 : 6/4/2014
Officer: M. Raimondi #192

Applicant Name: Karen Ann Fritz

Address: 3118 S. Clarence Ave, Berwyn IL 60402

Telephone:

Nature of Disability:

Information

Doctor's Note/ Affidavit:

Yes	No
X	

Interviewed:

Yes	No
X	

Owner's Support Letter

X	
---	--

Handicapped Plate

	X
--	---

Garage:

X	
---	--

Handicapped Placard

X	
---	--

Driveway:

	X
--	---

Wheelchair:

--

Off Street:

	X
--	---

Walker / Cane:

--

On Street:

X	
---	--

Oxygen:

--

Meets Police Dept Requirements

Space	Yes	No
Zone	X	

Report # 14-05593

2

 Ward Alderman: Boyajian

Staff Recommendation
Approved

X

 Denied

Incident#: 14-05593

OFFICIAL SWORN POLICE REPORT

Berwyn Police Department

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

STATION COMPLAINT UCR/Offense Code 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 14-05593
REPORT TYPE Incident Report	RELATED CAD # C14-031933	DOT #	HOW RECEIVED Telephone
WHEN REPORTED 06/10/2014 14:24	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 3118 S CLARENCE AV Berwyn, IL 60402		
TIME OF OCCURRENCE 06/10/2014 14:24	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME Fritz, Karen		DOB	AGE	ADDRESS 3118 S CLARENCE AV Berwyn, IL 60402			
SEX F	RACE White, Caucasian	HGT	WGT	HAIR	EYES	PHONE	
SID #	DL #	FBI #			ALT PHONE		
CLOTHING							
UCR 9041 (Applicant File) - 0 count(s)				TYPE Reporting Party		RELATED EVENT #	

INVOLVED VEHICLES

VEH/PLATE # 4882770	STATE IL	TYPE Carryall/SUV	INVOLVEMENT	VIN #
YEAR 2007	MAKE Dodge	MODEL Grand Caravan	COLOR Teal (Green)	COMMENTS
OWNER Fritz, Karen Ann				

NARRATIVES

PRIMARY NARRATIVE

Karen Fritz, (), who resides at 3118 S. Clarence Ave, Berwyn IL, is requesting handicapped parking signs to be placed in front of her residence.

Ms. Fritz is the property owner. There is a garage in the rear of the property. There are several stairs in the front of the residence, as well as in the rear. Ms. Fritz relates that the walkway, leading from her garage to the rear of her residence.

There is one handicapped parking space on the block, located at 3123 Clarence. Most of the dwellings on the block are single-family homes, with the exception of the multi-unit building on the south east corner of 31st and Clarence.

Ms. Fritz relates that parking on the block can be very limited at times, due to the multi-unit building, and families with multiple vehicles.

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

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

Handicapped Space/Zone Police Department Site Inspection

Application # 897

Police Department Designee C.S.O. Margo J. Raimondi

Comments: There is a two car garage in rear. Several steps in front *and* in rear of house. Mostly single-family homes on block, with exception of corner multi-unit bldg. Block is residential parking from 8:00-10:00am.

Meets Police Department Criteria:

Parking Space
Parking Zone

Yes
Yes

X

No
No

Date: 6/4/2014

Police Report # 14-05593

Handicapped Space/Zone Public Works Site Inspection

Application # 897

Public Works Director or Designee Dan Schiller

Comments: There are no existing handicapped spaces on the block. There front and rear steps appear to be similar size and height but the walkway from the garage appears to be only 2' wide.

Meets Public Works Criteria:

Parking Space
Parking Zone

Yes
Yes

X

No
No

X

Date: 6/30/2014

Police Report # 14-05593

**Handicapped Space/Zone
Traffic Engineer Site Inspection**

Application # 897

Traffic Engineer or Designee Nicole Campbell

Comments: No comments

Meets Traffic Criteria for:

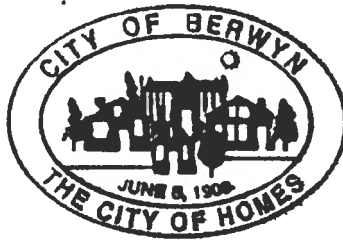
Parking Space	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Parking Zone	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Date: 7/1/2014

Police Report # 14-05593

Rec'd by City Clerk: 7/3/2014
 To Alderman: 7/3/2014
 To Council: 9/9/2014
 Determination:
 Notice to Applicant:

Robert J. Lovero
Mayor



James D. Ritz
Chief of Police

A Century of Progress with Pride

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

KAREN ANN FRITZ -
(Name of Handicapped Applicant)

3118 Clarence Avenue
(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 _____ Carport _____

All Applicants must submit the Physicians form (A).

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

Vehicle Information:

Dodge - Grand Caravan
(Vehicle make and model)

Teal / 2007
(Color / Year)

488 2770
(Illinois License Plate Number)

23047
(Current City Vehicle Sticker Number)

~~488 2770~~ (oops)
(Illinois Handicapped Plate)

CF 69619
(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.

submitted
5/30/14
06102120

Return the completed form to the Parking Division at the Berwyn Police Department

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) 5-14-14

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 _____ Canes _____ 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)

(Date)

(Print Physician's Name)

(Address and Telephone Number)

K-5

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

A CENTURY OF PROGRESS WITH PRIDE

6700 W26th Street • Berwyn, IL 60402 • O: (708) 788-2660 • F: (708) 788-2675 • www.Berwyn-IL.gov

APPLICATION FOR A BLOCK PARTY

As organizer, I certify that I circulated and submitted with this application a petition signed by over 50% of the residents on the 1300 block of Wenonah to hold a Block Party on September 13TH, 2013 with an alternate/rain date of September 20TH, 2013.

I have received and agree to abide by all rules regulating Block Parties and understand all activities must end by 9 p.m. See City Ordinance on reverse. Notice of Council's decision will be sent via email.

CITY OF BERWYN
BLOCK PARTY PETITION

Street Name:

Date:

House Number
1323
1326
1304
1338
1324
1318
1310
1302
1313
1334
1334
1305
1331
1320
1335
1343
1336

K-6

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

A CENTURY OF PROGRESS WITH PRIDE

6700 W26th Street • Berwyn, IL 60402 • O: (708) 788-2660 • F: (708) 788-2675 • www.Berwyn-IL.gov

APPLICATION FOR A BLOCK PARTY

As organizer, I certify that I circulated and submitted with this application a petition signed by over 50% of the residents on the 23rd block of Cuyler to hold a Block Party on 9-13-14, 201~~4~~ with an alternate/rain date of 9-20-14, 201~~4~~.

I have received and agree to abide by all rules regulating Block Parties and understand all activities must

Street Name: (

House Number
2307
2323
2319
2317
2331
2316
2308
2310
2312
2302
2322
2328
2328
2334
2332
2344
2340
2348
2345
2339
2337
2335
2325
2311
2306

K-7

Robert J. Lovero
Mayor



Thomas J. Pavlik
City Clerk

A CENTURY OF PROGRESS WITH PRIDE

6700 W26th Street • Berwyn, IL 60402 • O: (708) 788-2660 • F: (708) 788-2675 • www.Berwyn-IL.gov

APPLICATION FOR A BLOCK GARAGE SALE

We, the undersigned residents of the 1600 block of Clinton
wish to hold a Block Garage Sale on Sept 20th 2014
28th, with an
alternate/rain date of Sept 27, 2014. As organizer for this event, I have received and
agree to abide by the ordinance regulating Block Parties.

I understand notice of Council's decision will be sent to me be via email.

()

K-8



September 2, 2014

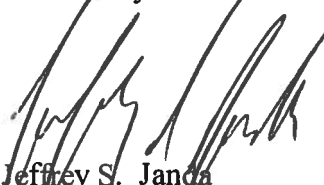
Kiwanis Club of Berwyn
3701 Scoville Avenue
Berwyn, Illinois 60402

The Honorable Mayor Robert Lovero
and Members of the Berwyn City Council
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

Dear Mayor and City Council Members,

The Kiwanis Club of Berwyn would like to request permission to conduct its' **ANNUAL KIWANIS PEANUT DAY** activity on September 24th- 27th , 2014. As you are aware, the Kiwanis Club of Berwyn is local service organization that assists community groups with financial support. Each year, our organization relies heavily on a successful **PEANUT DAY** to make this financial assistance possible. All moneys raised stays within the community.

We thank you in advance for your cooperation in having the above dates granted for our project.


Jeffrey S. Janda
Peanut Day Chairman
Kiwanis Club of Berwyn

K-9



August 25, 2014

JenCare Medical
6326 W Cermak Rd
Berwyn, IL 60402

Tom Pavlik
Berwyn City Center
6700 W. 26th Street
Berwyn, IL 60402

Attn: City Clerk

Re: Road Block

Dear Mr. Tom Pavlik,

JenCare would like to have a one year anniversary party on September 26, 2014. The one year anniversary party will include food, entertainment, and an opportunity for people to see our center. We would like to request that the one way street from Cuyler Avenue, from 6326 W Cermak north to the alley adjacent to the Vacin Parkway, be blocked for one day to accommodate our guests, vendors, and large tents that will be placed on Cuyler Avenue.

The times that we would like to block the street are beginning September 26th at 7 am and ending September 26th at 5 pm. This will give our vendors ample opportunity to set up before and breakdown after the event is over.

Please extend an invitation to the entire staff at City Hall to come and participate in the activities.

Respectfully,

Oscar Arciniegas
Patient Community Relations
708 465 7923
Oscar.Arciniegas@jencaremed.com

www.jencaremed.com

K-10
August 2014

We'd like to begin with a hardy Thank You for all of the support you have given to our 60,000+ Girl Scouts and our council during the past year (and in most cases, the past yearS!) Whether you gave us permission to be in your community, and/or purchased a box of cookies and/or supported our fall product program, please know that YOU made a difference!

Yet another year has flown by and here we are again reaching out to you...our Community Friends!

As you probably are already aware, our Council has two Product Programs per year that we host:

- Our **Fall Product Program** (with order taking from **October 1-30, 2014**, delivery before Thanksgiving) gives our girls the opportunity to earn start-up money for their troops.
- Our **Cookie Program** (with order taking from **January 1-25, 2015**, delivery of those pre-orders in February and cookie booths from February-May) strengthens our girls' 5 Skills for Daily Life which are:
 - ✓ Goal Setting
 - ✓ Decision Making
 - ✓ Money Management
 - ✓ People Skills
 - ✓ Business Ethics

Most Girl Scouts participate in our Fall Product Program by asking family and friends for support but there are troops who host a booth sale in a local business and still some who sell door to door. During our Cookie Program, our girls do much the same but participation is much higher which I'm sure you can attest to as you see Girl Scouts ringing your doorbell, in front of your favorite Church, store or at a neighborhood meeting.

If your community requires us to apply for a permit, please see the attached Fall Product and Cookie detail sheet. If that is sufficient information to process our request on behalf of our Girl Scouts, please simply check the box at the base of this letter and fax (219-795-1224) or scan (lmiller@girlscoutsgcnwi.org) it back to Linda Miller. Linda is our point person on this project.

If more information is needed before processing our permit request, please send the forms to Linda and we'll be sure to fill them out and get them back to you right away.

We are among the largest councils in the country and because we have 60,000+ Girl Scouts, distribution of badges to individuals is not possible; however, your permit or letter of approval (in a PDF format) can be e-mailed to each girl and troop efficiently from our office.

If you require a Certificate of Insurance, an updated Certificate of Insurance is automatically sent to you directly from our insurance agent on or about January 1st of each year. If you do not have it in your files, please let us know by checking below and we'll be sure to get that to you as well.

If you have questions or need additional information, please don't hesitate to e-mail Linda Miller at lmiller@girlscoutsgcnwi.org / or call her at 855-456-8347 ext.1948. If an additional contact is needed please email or call Susan Rakis at srakis@girlscoutsgcnwi.org / 855-456-8347 ext. 2309.

Thank you for being there for our girls as we begin our 103rd year of making a difference!

Most Sincerely,

Jennifer Fredericks



Please check the appropriate box(es) below and return to the email or fax number listed above:

- The attached information is sufficient and your request is approved as submitted
- I need a copy of the Girl Scouts Certificate of Insurance.
- Please complete and return the enclosed application
- We also require the following documents (please list below)

**APPLICATION FOR NON-COMMERCIAL SOLICITATION
Not for Profit Organization**

Name of Organization: Girl Scouts of Greater Chicago and Northwest Indiana
Corporate Address: 20 S. Clark, Suite 200, Chicago, IL 60603

Main Contact: Jennifer Fredericks, Vice President, Product Program
P: 855-456-8347ext1965 F: 219-795-1224
E: jfredericks@girlscoutsgcnwi.org

Note: The person in charge named above is requesting permission and is responsible for the entire jurisdiction of the council. You should not receive requests from local constituents.

Person to contact for additional information:

Linda Miller
P: 855-456-8347ext.1948 F: 219-795-1224
E: lmiller@girlscoutsgcnwi.org

Non-Commercial Solicitation Purpose: Annual Girl Scout Fall Product and Cookie Programs

Program Dates:

Fall Product Program:

Order Card Sales: October 1-30, 2014
Delivery: November 20-23, 2014

Cookie Program:

Order Card Sales: January 1-25, 2015 (Girl Scout Communities decide on collection of payment at time of order or time of delivery.)

Delivery of Order Card Sales: Starting February 18, 2015

Arrangements and permission for cookie booths are made directly with local merchants and troop leaders and take place between February 3, 2015 and May 1, 2015. Product is sold and paid for at the sale site.

Hours of solicitation As described by ordinance code

Description of Vehicles used in solicitation: None as of this request

Last date of previous requests: October 2013-March 2014

Has anyone listed on this application ever been convicted of a commission of a felony under the laws of the State of Illinois or any other state or Federal law of the United States? If yes, when. No

K-11

[include date here]

Greetings:

My name is Omar Ruiz, the current student trustee at Morton College and the head of the HOPE Scholarship committee. This scholarship was created by students and for students who do not qualify for federal financial aid.

Every year we try to raise the bar because of the scholarship's popularity among our community. Our goal this year is to give away at least three \$1,000 scholarships to those who need it the most.

Past student trustees have raised funds in different ways, such as food sales, raffles and corporate donations. This year, I plan on setting up donation boxes at local businesses in the Cicero and Berwyn area.

I write this letter requesting permission from the towns of Berwyn and Cicero to allow the HOPE Scholarship committee to place these donation boxes in restaurants, grocery stores and other businesses in the Berwyn and Cicero area until April 15, 2015. We would also seek authorization of those businesses' owner and proprietors, as well.

These money boxes will include the HOPE scholarship logo and the Morton College official



seal to prove their authenticity. Please see the attached photo.

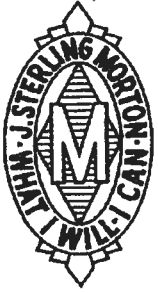
I will take full responsibility for collecting and securing the money raised. I am attaching my personal information to this letter for legal purposes.

Thank you for your attention to this matter.

Sincerely,

Omar Ruiz

Student Trustee, Morton College



J. Sterling Morton High Schools

Morton District Office, 5041 W. 31st Street, Cicero, IL 60804

Business Office

PH: (708) 780-2116
FAX: (708) 780-2117

Thomas J. Pavlik
City of Berwyn
6700 West 26th Street
Berwyn, IL 60402

September 4, 2014

Dear Mr. Pavlik:

I respectfully request a parade permit and necessary police escort for the Morton High School Homecoming Parade on Friday, October 3, 2014. The parade will begin at Morton East High School approximately 1:30 p.m.

The parade route is as follows:

Depart Morton East and proceed South on Austin Blvd. to 26th Street,
West on 26th Street to Home Avenue,
North on Home Avenue to Morton West Parking Lot where it will end at Hoffman
Stadium

I will request a certificate of insurance from our agent to show our liability coverage for the parade, and will forward this certificate to the City Clerk. All correspondence should be sent to my attention. If you have any questions please contact my office.

Sincerely,

Ali Mehanti
Chief Financial Officer

CC: Berwyn Fire Department
Berwyn Police Department
A. Grazzini
N. Ebsen