



# **City of Berwyn**

## **City Council Meeting**

**April 10, 2013**

# BERWYN CITY COUNCIL MEETING

APRIL 10, 2013

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

ROBERT J. LOVERO  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

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## AGENDA

### ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
  - 1. REGULAR MEETING 3/26/13 – COW 3/26/13
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
  - 1. BDC-ROUTE 66 CAR SHOW AND RESOLUTION
  - 2. BDC-BIG HURT BREWHOUSE REDEVELOPMENT AGREEMENT/ORDINANCE
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
  - 1. CLOSED SESSION RECOMMENDATION
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
  - 1. ZONING BOARD- RECOMMENDATION IN THE REQUEST OF A CONDITIONAL USE FILED BY PETITIONER SPEEDY CASH ILLINOIS, INC.-DENY
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES, OTHER BOARDS AND COMMISSIONS
  - 1. BERWYN 5K BUNGALOW BOOGIE RESOLUTION
  - 2. SKRYD-REFERRAL EMPLOYEE HANDBOOK
  - 3. SKRYD-REFERRAL ITEM #14 DATED 08/11/09-EXPLORE RISK MANAGEMENT POOL VS. SELF-INSURANCE CURRENTLY DONE BY CITY
  - 4. SKRYD-REFERRAL ITEM #19 DATED 07/08/08-EMPLOYEE CONDUCT
  - 5. SKRYD-REFERRAL ITEM #19 DATED 06/24/08-F & P COMMITTEE RECOMMENDATION GRIEVANCE "B"
  - 6. SKRYD-REFERRAL ITEM #18 DATED 06/24/08-F & P COMMITTEE RECOMMENDATION GRIEVANCE "A"
  - 7. SKRYD-REFERRAL ITEM #18 DATED 01/22/08 – PERSONNEL MATTER
  - 8. SKRYD-REFERRAL ITEM #13 DATED 10/23/07 – DIRECTOR OF ADMINISTRATION

9. SKRYD-REFERRAL ITEM #18 DATED 09/25/07 – ALDERMANIC EXPENSE ACCOUNTS
10. SKRYD-PROPOSED PARKING SUPER ZONE FOR 2400 AND 2500 BLOCKS OF CUYLER AND HIGHLAND

(J) STAFF REPORTS

1. POLICE CHIEF INTRODUCTION AND SWEARING IN OF PROBATIONARY POLICE OFFICERS-JEFFERY BRENKA AND KATIE PEREZ
2. PUBLIC WORKS DIRECTOR-ARBOR DAY PROCLAMATION
3. PUBLIC WORKS DIRECTOR-REQUEST TO APPROVE THE PURCHASE OF A 2013 FORD ESCAPE TO REPLACE A 2000 FORD TAURUS (VIN#1FAFP5220YG248274) FROM THE BUILDING DEPARTMENT
4. PUBLIC WORKS DIRECTOR-AUTHORIZE STAFF TO NEGOTIATE A CONTRACT FOR ENGINEERING SERVICES FOR DEPOT STREETScape DESIGN
5. PUBLIC WORKS DIRECTOR-2013 LANDSCAPE MAINTENANCE AND UPKEEP RECOMMENDATION TO AWARD
6. PUBLIC WORKS DIRECTOR-AUTHORIZATION TO ADVERTISE AND HIRE ONE STAFF ENGINEER
7. PUBLIC WORKS DIRECTOR-ENGINEERING SERVICES FOR TRAIN STATION UPGRADES-ENGINEERING SOLUTIONS TEAM
8. GRANTS COORDINATOR-FOURTH AMENDMENT TO COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT

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

1. BUDGET CHAIR-PAYROLL- 3/27/13- \$1,058,066.70
2. BUDGET CHAIR-PAYABLES- 4/10/13 - \$1,062,365.56
3. COLLECTIONS AND BUSINESS LICENSES FOR MARCH, 2013
4. BUILDING AND LOCAL IMPROVEMENT PERMITS FOR MARCH, 2013
5. SOKOL TABOR-RUMMAGE SALE-4/12/13 & 4/13/13 - 9AM TO 2PM
6. BOW WOW LUAU-GROVE AVE -BETWEEN 32<sup>ND</sup> & STANLEY/STREET CLOSURE- 7/28/13-12PM TO 4PM

ITEMS SUBMITTED ON TIME 29

  
THOMAS J. PAVLIK - CITY CLERK



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BERWYN CITY COUNCIL MEETING

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



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



ROBERT J. LOVERO  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

C-1

MINUTES  
BERWYN CITY COUNCIL  
MARCH 26, 2013

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Skryd, Santoy, Avila and Laureto. Absent: Polashek. Thereafter, Avila made a motion, seconded by Santoy, to excuse Aldermen Polashek. The motion carried by a voice vote.
2. The Pledge of Allegiance was recited and a moment of silence was had for Aldermen Theodore Polashek, injured while on duty, the deceased Jeanne Keating, wife of Retired Fire Chief John Keating, deceased Dorothy Gotti, Grandmother of Auxiliary Officer Sean Corrigan and mother-in-law of Booking Officer Patrick Corrigan, deceased Thomas Hoelscher Sr., father of Officer Thomas Hoelscher and the Men and Women on the streets of Berwyn protecting our safety, along with the Men and Women in the Armed Forces.
3. The Open Forum portion of the meeting was announced. There being no speakers for the open forum, it was declared closed.
4. The minutes of the Berwyn City Council and the Public Hearing held on March 12, 2013 and the minutes of the Committee of the Whole held March 19, 2013 were submitted. Thereafter, Skryd made a motion, seconded by Chapman, to concur and approve as presented. The motion carried by a voice vote.
5. Chapman made a motion, seconded by Boyajian, to suspend the rules and bring forward item J-2. The motion carried by a voice vote. J-2 is a communication from Berwyn Police Chief Ritz regarding Honorable Mentions to the Berwyn Police Department Criminal Investigation Unit. Thereafter, Skryd made a motion, seconded by Avila, to accept as Informational with thanks. The motion carried by a voice vote. The Mayor recognized Chief Ritz who presented the Honorable Mention Awards to the following individuals: Unit Commander Joseph Santangelo, Sergeant Frank Cimaglia, Detectives, David Green, Nicholas Schiavone, Michael Gallagher, Anthony Gennett, Charles Schauer, Michael Fellows, Gavin Zarbock, Brad Mann, Carl Gray, Tactical Coordinator Sergeant John Magnus, Tactical Officers Daniel Rodriguez, Richard Novotny, Vincent Esposito, Vincent Esposito, Matthew Burke, Edward Tovar, Kevin Clancy, Detectives John Hadjioannou, Frank Teutonico and Kenneth Howard.

BERWYN CITY COUNCIL MINUTES  
March 26, 2013

6. The Berwyn Development Corporation submitted a communication regarding Land Acquisition and an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY AND THE EXERCISE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTIES WITHIN THE HARLEM TAX INCREMENT FINANCING DISTRICT**

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

7. The Berwyn Development Corporation submitted a communication regarding Land Acquisition on Oak Park Avenue and an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF PROPERTY AND THE EXERCISE OF THE POWER OF EMINENT DOMAIN INCLUDING QUICK TAKE TO ACQUIRE CERTAIN PROPERTIES WITHIN THE AMENDED SOUTH BERWYN CORRIDOR TAX INCREMENT FINANCING DISTRICT**

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

8. The Mayor submitted a communication regarding insurance renewal. Thereafter, Avila made a motion, seconded by Skryd, to concur and approved as presented in the Committee of the Whole. The motion carried by the following call of the roll. Yea: Chapman, Boyajian, Paul, Skryd, Santoy, Avila and Laureto. Absent: Polashek

9. The Mayor submitted a communication regarding appointment procedures and an Ordinance entitled:

**AN ORDINANCE AMENDING CHAPTER 242.03 OF THE CODIFIED ORDINANCES OF THE CITY OF BERWYN TO AMEND APPOINTED OFFICERS; APPOINTMENT PROCEDURES**

**BERWYN CITY COUNCIL MINUTES**  
**March 26, 2013**

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

10. The Mayor submitted a communication regarding the appointment of Assistant to Building Director. Thereafter, Chapman made a motion, seconded by Laureto, to concur and approve as submitted. The motion carried by the following call of the roll: Yea: Chapman, Boyajian, Paul, Santoy, Avila and Laureto. Nay: Skryd. Absent: Polashek. Thereafter, Clerk Pavlik administered the oath of office to Christi Leonard-Shumacher as Assistant to the Building Director.
11. Alderman Polashek submitted a communication regarding the recognition of 6th Ward volunteers. Thereafter, Avila made a motion, seconded by Skryd, to accept the matter as informational. The motion carried by a voice vote. The Mayor extended his gratitude to the following individuals: Kirk Diaz, Chris Foltz, Ray Gonzalez, James Johnson, Dan Kozionl, Marlo Medrano, Zachary Pros, Angelo Renardo, Miguel Rodriguez, Zake Sanchez, Jim Sassetl, Chris Swicionis and Charlie Schubert.
12. Fire Chief O'Halloran submitted a communication regarding Emergency Medical Service Cost Savings Report. The Mayor recognized Chief O' Halloran and Deputy Chief Hayes, who reviewed same having a total cost savings over three years at \$661,887.43. Thereafter, Avila made a motion, seconded by Laureto, to accept as informational. The motion carried with a voice vote.
13. Assistant City Administrator Evan Summers submitted a communication regarding two public hearings for Municipal Aggregation. Thereafter, Chapman made a motion, seconded by Avila, to concur and grant permission to post and publish same. The motion carried by a voice vote.
14. The Public Works Director submitted a communication regarding authorization to enter into an Intergovernmental Agreement with Cook County regarding cost sharing for sewer replacement for the Proksa Park project. Thereafter, Boyajian made a motion, seconded by Chapman, to concur and authorize the corporate authorities to affix their signatures thereto. The motion carried with the following roll call vote. Yea: Chapman, Boyajian, Paul, Skryd, Santoy, Avila, Laureto. Absent: Polashek.

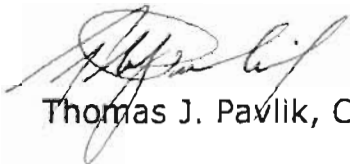
**BERWYN CITY COUNCIL MINUTES**  
**March 26, 2013**

15. The Public Works Director submitted a communication regarding a recommendation to extend the bid award for dump body replacement to complete the next scheduled dump body in need of replacement (M-777.) Thereafter, Boyajian made a motion, seconded by Skryd, to concur, approve as submitted and extend the contract with Monroe Truck Equipment for an amount not to exceed \$21,589.00. The motion carried by the following roll call vote. Yea: Chapman, Boyajian, Paul, Skryd, Santoy, Avila and Laureto. Absent: Polashek.
16. The Consent agenda Items K-1 thru K-8 were submitted:
- K-1 Budget Chair-Payroll-3/13/13 - \$1,159,670.64-Approved
  - K-2 Budget Chair-Payables-3/27/13 - \$1,002,996.28-Approved
  - K-3 Clerk-Handicap Sign #822-A. Sherrod-3746 Gunderson-Deny
  - K-4 Clerk-Handicap Sign #820-S. Ruiz - 6211 W. 26<sup>th</sup> Street #1R-Approve
  - K-5 Havlicek School-Whole School Field Day/Street Closures-5/21/13 from 8 a.m. to 3 p.m. - rain date 5/24/13
  - K-6 Maria ss. Lauretana-113<sup>th</sup> Annual Feast-8/30, 8/31, 9/1 and 9/2/13
  - K-7 Annual Kelly Miller Circus - 9/5/13
  - K-8 Salvation Army - 2013 (Extra) Donut Days-5/31/13 & 6/1/13

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

17. Alderman Skryd, as previously called Administration Committee Meeting for Wednesday, April 3, 2013 at 5:30 p.m. at City Hall.
18. The Mayor called Public Hearings for Municipal Aggregation for April 10, 2013 and April 23, 2013 at 5:30 p.m. at City Hall.
19. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:27 p.m. The motion carried by a voice vote.

Respectfully submitted,

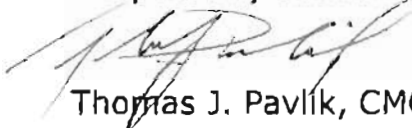


Thomas J. Pavlik, CMC, City Clerk

**MINUTES  
BERWYN CITY COUNCIL  
COMMITTEE OF THE WHOLE  
March 26, 2013**

1. Mayor Lovero called the Committee of the Whole to order at 6:00 p.m.; upon the call of the roll the following responded present: Boyajian, Paul, Santoy, Avila, and Laureto. Absent: Chapman, Skryd and Polashek.
2. Avila made a motion, seconded by Boyajian, to excuse Alderman Chapman, Skryd and Polashek. The motion carried by a voice vote.  
Note: Skryd present at 6:01 p.m.
3. Pedal Pub Presentation: The Mayor recognized Matthew Graham, manager of Pedal Pub, who explained the new business concept. The business received its license to operate from the city today for non-alcoholic beverage and snacks party rentals.  
Note: Chapman present at 6:05 p.m.
4. Health Insurance Renewal: The Mayor recognized City of Berwyn's insurance broker Vincent Bertuca who presented renewal proposals with a 5% increase, 0% on dental, with a second year guarantee at 0%. Open enrolment starts April 1<sup>st</sup> with policy effective date of May 1, 2013.
5. Item E-2 on council agenda, Land Acquisition ordinance on Oak Park Ave. The Mayor recognized Berwyn Development Corporation Executive Director Anthony Griffin and a representative from the Law Firm of Neal and Leroy, who reviewed same.
6. There being no further business for the Open Committee of the Whole, the Mayor asked for a motion to go into Closed Session for land acquisition and pending litigation. Thereafter, Skryd made a motion, seconded by Avila, to close the Committee of the Whole at 6:23 p.m. The motion carried by a voice vote.
7. A Motion was made in closed session to re-open the Committee of the Whole by Boyajian, seconded by Skryd, at 7:04 p.m. The motion carried by a voice vote.
8. A motion was made by Santoy, seconded by Boyajian, to adjourn the Committee of the Whole at 7:04 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC, City Clerk



## **D. Bid Openings Tabulations**



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



E-1

March 29, 2013

The Honorable Robert J. Lovero, Mayor  
Members of the Berwyn City Council  
Berwyn City Hall  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

Re: Route 66 Car Show  
Request to Hold Show and Close Ogden Avenue

Ladies and Gentlemen:

On behalf of the Berwyn Preservation of Historic Route 66, a committee of the Berwyn Development Corporation, we are pleased to request City Council approval to hold the 23<sup>rd</sup> Annual Route 66 Car Show and to close Ogden Avenue, between Ridgeland and Oak Park Avenue, on Saturday, September 7, 2013 from 6:00 a.m. to 5:00 p.m.

Your past support has contributed to making this event a tremendous success for the Berwyn community. Anticipating your approval of the attached Resolution, we will forward same to the Illinois Department of Transportation for their final approval of the street closing.

Thank you for your assistance regarding this important project. The Route 66 Car Show will continue to grow in popularity, providing a great source of family fun for area residents and helping all of us promote the good things happening in Berwyn.

Sincerely,

  
Anthony Griffin  
Executive Director



**The City of Berwyn**



**Robert J. Lovero  
Mayor**

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2587  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

March 29, 2013

Diane M. O'Keefe  
Deputy Director, Region 1 Engineer  
Illinois Dept. of Transportation  
201 West Center Court  
Schaumburg, IL 60196

RE: Ogden Avenue Closing

Dear Ms. O'Keefe:

On September 7, 2013, the Berwyn Preservation of Historic Route 66, a committee of the Berwyn Development Corporation, will hold its 23<sup>rd</sup> Annual Route 66 Car Show. As you may recall, this is a major tourist attraction, which draws thousands of car enthusiasts from throughout the Chicagoland area to celebrate and to reminisce the eras of the classic and antique car.

Past attempts to site the car show off Route 66 resulted in too much traffic congestion in the residential areas. The auto nature of the event suggests a commercial location, which is easier to find, and has better auto access, and of course, historical relevance is good. Because of this, we feel the best possible location is on Route 66 as it passes through Berwyn.

Therefore, we respectfully request use of Route 34 (Ogden Avenue) on September 7, 2013 from 6:00 a.m. until 5:00 p.m., from Ridgeland Avenue to Oak Park Avenue.

We look forward to working with you in celebrating the Route 66 heritage of Illinois.

Sincerely,

Robert J. Lovero, Mayor

**RESOLUTION**

**Whereas**, the Berwyn Development Corporation's Route 66 Car Show Committee of the City of Berwyn, Illinois desires to hold their 23rd Annual Route 66 Car Show on Route 34, also known as U.S. Route 66, on September 7, 2013, from 6 a.m. to 5 p.m.

**Whereas**, said event will require the closing of Route 34 completely between Ridgeland Avenue and Oak Park Avenue, and

**Whereas**, The State of Illinois requires the City of Berwyn to assume all responsibility and liability involved in the closing of said highway.

**Now, Therefore, Be It Resolved** that the City of Berwyn will assume full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of said State route.

It is further agreed that efficient, all-weather detours will be maintained, conspicuously marked, and judiciously patrolled for the benefit of traffic deviated from the State route.

Adopted by the City Council of Berwyn this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Mayor \_\_\_\_\_

Attest \_\_\_\_\_ City Clerk



E-2

April 1, 2013

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

**Re: Big Hurt Brewhouse Redevelopment Agreement**

Dear Mayor and City Council,

The BDC is seeking consideration of the attached Redevelopment Agreement and Ordinance for the sale of the former bank building located at the southwest corner of Oak Park and Cermak. The group, Heidner properties and Big Hurt Brewhouse LLC, plans an adaptive re-use of the bank building then operate a micro brew pub at the site.

The acquisition and construction are expected to exceed \$1.25M with a majority being used for renovation of the bank building. The new operation will employ approximately 30 people and the BDC's tax forecast for the operation is estimated to exceed \$105,000 in annual sales and property tax.

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 AGREEMENT WITH 6801 WEST  
CERMAK, LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS**

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

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

**ORDINANCE No. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH 6801 WEST CERMAK, 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 “Berwyn National Bank Property” (the “Subject Property”), which is located at the common street address of 6801 West Cermak Road, Berwyn, Illinois and legally described in the Agreement (as hereinafter defined) and in the legal description attached hereto and incorporated herein as Exhibit A; and

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

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

**WHEREAS**, there exists a certain redevelopment and land acquisition agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit B, which sets forth the terms, covenants and conditions under which the City will convey the Subject Property to 6801 West Cermak, LLC (the “Developer”); and

**WHEREAS**, in addition to acquiring the Subject Property, the Developer intends to redevelop the Subject Property by, among other things, renovating the existing structure, in whole or in part, constructing all necessary site improvements and thereafter leasing the Subject Property to an end user that will operate a sports bar to be known as the Big Hurt Brewhouse (collectively, 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 reducing the purchase price of the Subject Property pursuant to its Home Rule Powers; and

**WHEREAS**, in addition to the foregoing, the Mayor and the City Council (collectively, the “Corporate Authorities”) have determined and do hereby determine that: (1) the building located on the Subject Property no longer complies with current building codes; (2) the building located on the Subject Property has remained significantly underutilized for at least one (1) calendar year; (3) the Redevelopment Project is expected to create or retain job opportunities within the City; (4) the Redevelopment Project will serve to further the development of adjacent areas, increase economic activity within the City and improve the environment of the City; (5) without the Agreement and the financial assistance offered to the Developer by the City pursuant to the terms of the Agreement, the Redevelopment Project would not be possible; (6) the Developer has provided evidence of sufficient financial strength to complete the Redevelopment Project; (7) the Redevelopment Project will strengthen the commercial sector of the City; (8) the Redevelopment Project is expected to generate tax revenue for the benefit of the City and its residents; and (9) the Agreement is made in the best interests of the City; and

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

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

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

**WHEREAS**, the parties acknowledge that the City has a notification requirement (as set forth in the notice attached hereto and incorporated herein as Exhibit C) and that the authorization set forth herein for execution of the Agreement is freely revocable by the City in its sole and absolute discretion in the event the City receives an offer (within the time limits set forth in the attached notice) to redevelop the Subject Property superior to the one set forth in the Agreement; and

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

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

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

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

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

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

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

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

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



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

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this 10<sup>th</sup> day of April 2013, pursuant to a roll call vote, as follows:

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

**APPROVED** this 10<sup>th</sup> day of April 2013.

ATTEST:

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

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**

6801-6821 West Cermak Road  
Berwyn, Illinois

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 21, 22, 51 and the North 1/2 of Lot 50 in Oak Park Avenue and 22<sup>nd</sup> Street Subdivision of that part of Lot 3 in the partition of the West 51.49 acres of the West 1/2 of the Northeast 1/4 and the East 41 acres of the East 1/2 of the Northwest 1/4 of Section 30, Township 39 North, Range 13, lying North of Riverside Parkway, in Cook County, Illinois.

PINs: 16-30-104-003-0000  
16-30-104-004-0000  
16-30-104-005-0000  
16-30-104-006-0000  
16-30-104-007-0000  
16-30-104-008-0000  
16-30-104-009-0000  
16-30-104-023-0000  
16-30-104-024-0000  
16-30-104-042-0000  
16-30-104-043-0000

**EXHIBIT B**  
**AGREEMENT**

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**REDEVELOPMENT AND LAND ACQUISITION AGREEMENT**

**By and Between**

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

**and**

**6801 WEST CERMAK, LLC,  
an Illinois limited liability company**

**Dated: \_\_\_\_\_ 2013**

The mailing, delivery or negotiation of this Redevelopment and Land Acquisition Agreement by the City of Berwyn, the Berwyn Development Corporation or their respective agents or attorneys shall not be deemed an offer by the City of Berwyn to enter into any transaction or to enter into any other relationship with 6801 WEST CERMAK, LLC, whether on the terms contained herein or on any other terms. This Redevelopment and Land Acquisition Agreement shall not be binding upon the City of Berwyn, nor shall the City of Berwyn have any obligations or liabilities hereunder nor shall 6801 WEST CERMAK, LLC have any rights with respect thereto, unless and until the City of Berwyn has executed and delivered this Redevelopment and Land Acquisition Agreement. Until such execution and delivery of this Redevelopment and Land Acquisition Agreement, the City of Berwyn may terminate all negotiation and discussion of the subject matter hereto, without cause and for any or no reason, without recourse or liability.

## REDEVELOPMENT AND LAND ACQUISITION AGREEMENT

This Redevelopment and Land Acquisition Agreement and all exhibits and attachments hereto, as any of the same may hereafter be supplemented, amended, restated, severed, consolidated, extended, revised and otherwise modified, from time to time, (collectively, this "Agreement") is made and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date") by and between the City of Berwyn, an Illinois municipal corporation (the "City") and 6801 West Cermak, LLC, an Illinois limited liability company, (the "Developer"). The City and the Developer may, for convenience purposes, be hereinafter referred to as the "Parties."

### R E C I T A L S

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

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

**WHEREAS**, 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 including "writing down" the cost of real property for purchase to entice developers to acquire and redevelop blighted properties; and

**WHEREAS**, the Developer intends to acquire and develop that certain real property located generally at the southwest corner of Cermak Road and Oak Park Avenue in Berwyn, Illinois, at the address commonly known as 6801 West Cermak Road, Berwyn, Illinois, which is legally described in **Exhibit A**, attached hereto and incorporated herein, and is depicted in **Exhibit B** (the "Property"); and

**WHEREAS**, the Property shall include all interests, easements, rights-of-way and appurtenances used in connection with the use of the real estate that comprises the Property; and

**WHEREAS**, the Property is improved with an existing bank building, commonly known as the Berwyn National Bank, (the "**Bank Building**") that requires improvement and civil engineering work concurrent to the redevelopment of the Property; and



**WHEREAS**, the Property has not been contributing to an extent that is comparable to surrounding occupied properties to the City's real property tax base or generating sales tax revenue for the City; and

**WHEREAS**, the Developer intends to develop the Property with a restaurant and sports bar to be operated by and leased to Frank Thomas or an entity in which Frank Thomas has an ownership interest (the "**Lessee**") in the existing Bank Building (the "**Intended Use**") that will stimulate and strengthen the City's tax base; and

**WHEREAS**, the Lessee shall undertake all steps necessary to complete the construction of those leasehold improvements necessary for the operation of the Intended Use including, without limitation, obtaining financing and all applicable licenses and permits, and shall assume the operational covenants and restrictions for the Intended Use as set forth herein (collectively, the "**Lessee's Obligations**"); and

**WHEREAS**, the Parties agree and acknowledge that the Developer's ability to secure a lease with Frank Thomas for the operation of the Intended Use and the completion of the Lessee's Obligations is material to the City's determination to provide the economic assistance set forth herein; and

**WHEREAS**, the Intended Use will utilize all of the usable space in the Bank Building and may include the construction of an addition of new commercial space, in the Developer's reasonable discretion, and provide for the adaptive reuse of the Property; and

**WHEREAS**, the Intended Use will include lunch and dinner service as a sports bar and grill operated under the name of "Big Hurt Brewhouse" with the potential to brew craft beer onsite and will not operate exclusively as a disco club, dance club or other form of a "nightclub" where food is not served; and

**WHEREAS**, the Intended Use may include on-site beer brewing, provided that the same is conducted in compliance with all applicable statutes, ordinances, rules, regulations and permitting and licensure requirements; and

**WHEREAS**, the Developer has determined that it is not economically feasible for the Developer to undertake the Project (as defined below) without a commitment by the City to provide the Developer with certain economic assistance and intends to deliver to the City a written *pro forma* "gap analysis" evidencing the need for the City's subsidy in the form of a land "write down"; and

**WHEREAS**, the City has specifically investigated the economic benefits to the City if the Project is approved, and after due investigation and consideration the City has determined that: (1) the building located on the Property no longer complies with current building codes; (2) the building located on the Property has remained significantly underutilized for at least one (1) calendar year; (3) the Project is expected to create or retain job opportunities within the City; (4)

the Project will serve to further the development of adjacent areas, increase economic activity within the City and improve the environment of the City; (5) without this Agreement and the financial assistance offered to the Developer by the City pursuant to the terms of this Agreement, the Project would not be possible; (6) the Project will strengthen the commercial sector of the City; (7) the Project is expected to generate tax revenue for the benefit of the City and its residents; and (8) the Developer evidences the financial strength to complete its obligations under the Agreement. Based on the foregoing, the City has determined and does determine that the Project is in the best interests of the City as it furthers the health, safety and welfare of the City's residents and taxpayers; and

**WHEREAS**, the City intends to use explicit powers in the Act and its home rule powers to dispose of the Property; and

**WHEREAS**, Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) authorizes the City to expend funds for economic development purposes that are deemed necessary or desirable for the promotion of economic development within the City; and

**WHEREAS**, the completed Project will reduce blight, strengthen the commercial sector of the City and the tax base of the City and promote economic development within the City; and

**WHEREAS**, the Developer agrees that additional development on the Property shall be contingent upon the City's approval; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the rights, duties and obligations of and between the Parties regarding the undertaking and implementation of the acquisition and construction of the Civil Site Improvements (as defined below) as well as the renovation of the Bank Building into a brewhouse and eatery/sports bar and grill and the completion of the Lessee's Obligations (collectively, the "**Project**"); and

**WHEREAS**, the acquisition of the Property will be an "as-is" "where-is" transaction; and

**WHEREAS**, Developer intends to provide a minimum of forty (40) on-site parking spots and on-site stormwater detention to detain for a 50 year storm event, as such calculations are made in accordance with the Metropolitan Water Reclamation District of Greater Chicago; and

**WHEREAS**, Developer intends to contribute approximately twenty-five percent (25%) of the total cost of the Project as cash or otherwise immediately available funds;

**NOW, THEREFORE**, in consideration of the exchange of no less than Ten and No/100 United States Dollars (\$10.00), the foregoing Recitals, the mutual promises and covenants contained herein and for other good and valuable consideration, including, without limitation the Developer's construction of the Civil Site Improvements and the Developer's performance of the

Restrictive Covenant (as defined below), the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## SECTION I APPLICABLE LAW AND INCORPORATION OF RECITALS

**A. Law.** This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Illinois, without giving effect to its principles of conflicts of law or choice of law. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County. This Agreement is made pursuant to and in accordance with the provisions of the Constitution of the State of Illinois, the Act, other applicable provisions of the Illinois Compiled Statutes and the Codified Ordinances of Berwyn (the "**City Code**"). The City Code includes, but is not limited to, the City's Planning and Zoning Code and the City's Building and Housing Code.

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

## SECTION II DEVELOPER'S ACQUISITION OF THE PROPERTY

### **A. Property Acquisition.**

- (1) "As-Is"; Closing Escrow. All dispositions or other conveyances of the Property made pursuant to the terms of this Agreement shall be in an "As-Is" "Where-Is" condition. The transaction contemplated by this Agreement shall be closed by means of a Deed and Money "New York Style" Escrow (the "**Closing Escrow**") to be opened with the Escrowee (as defined below) prior to the Closing Date (as defined below). The Closing Escrow shall be in accordance with the general provisions of the usual form of Deed and Money "New York Style" Escrow Agreement (the "**Closing Escrow Agreement**") with such special provisions inserted in the Closing Escrow Agreement as may be required to conform to this Agreement; provided, however, in the event of a conflict between the terms of this Agreement and the Closing Escrow Agreement, the terms of this Agreement shall in all instances control.
  
- (2) Property Acquisition; Purchase Price; Closing Date. The Developer shall purchase and acquire the Property from the City and the City shall sell and convey the Property to the Developer on the terms and conditions as set forth below. The purchase price of the Property (the "**Purchase Price**") shall be Two Hundred

Thousand and No/100 U.S. Dollars (\$200,000.00), plus or minus applicable prorations and closing costs. Developer shall submit Fifty Thousand and No/100 Dollars (\$50,000.00) to the Title Company (as defined below) as “**Earnest Money**” no later than five (5) business days after the Effective Date. The balance of the Purchase Price shall be paid at Closing. The Developer shall pay the City the Purchase Price at the Closing (as defined below).

**B. Closing Escrow.** The closing of the sale of the Property contemplated by this Agreement (the “**Closing**”) as set forth above shall be held at the office of the Escrowee (as defined below) not later than thirty (30) calendar days after the expiration of the Inspection Period (the “**Closing Date**”). Notwithstanding the foregoing, the Closing shall occur not prior to the Developer’s satisfaction of the Developer’s Closing Contingencies (as defined below). Any request by the Developer for a delay in the Closing Date shall be subject to the approval of the City’s Mayor and City Council. In the event the Developer makes a request to delay the Closing, it shall submit the sum of Twenty-Five Thousand and No/100 U.S. Dollars (\$25,000.00) (the “**Additional Earnest Money**”) for each thirty (30) calendar day extension period. Additional Earnest Money, as applicable, shall be treated in all respects as Earnest Money hereunder, save that the Additional Earnest Money shall be non-refundable in the event of the termination of this Agreement. Unless otherwise agreed to in writing, no more than three (3) extensions shall be permitted to be granted.

**C. City’s Condition Precedent to Closing.** In addition to the conditions precedent to Closing elsewhere set forth in this Agreement, the Developer or Lessee shall satisfy the following covenants to the full satisfaction of the City prior to the City being required to the Close on the Property: (1) the Developer shall provide the City with a *pro forma* or similar financial documentation evidencing the Developer’s need for the incentives provided herein a reasonable time after the Effective Date; (2) provide proof of equity financing in the form of cash on deposit with a financial institution in the amount of twenty-five percent (25%) of the total construction costs related to the project; (3) establish an escrow with the Title Company for the purpose of the completion of the Project (the “**Construction Escrow**”), with the terms of the Construction Escrow governed by that certain escrow agreement attached hereto and incorporated herein as **Exhibit C** (the “**Construction Escrow Agreement**”); (4) the Developer not being in material breach or default of any provision of this Agreement, including, without limitation the “**Timeline**” (as defined below); (5) the Developer providing proof to the City that its limited liability company has been formed and is in good standing with the Illinois Secretary of State; (6) the Developer securing all necessary permits and approvals necessary for the Project, which are legally capable of being obtained by the Closing; (7) the City’s receipt of a fully executed lease between the Developer and the Lessee for the operation of the Intended Use, which lease shall be subject to the City’s reasonable review and approval; and (8) the Developer and/or the Lessee providing proof to the City that the Lessee has cash on deposit, cash or cash equivalent resources invested and or appropriated towards the transaction contemplated hereunder to complete the same (as determined by the City in its reasonable discretion) and/or

secured financing for one hundred percent (100%) of the reasonably estimated cost of completing the Lessee's Obligations, (collectively, the "**Developer's Closing Contingencies**"). The Parties agree and acknowledge that in the event the Developer fails to satisfy Developer's Closing Contingencies on or before the Closing Date, shall be a Qualified Event of Default (as defined below).

**D. Deliveries at Closing; Closing Costs.**

- (1) City's (Seller's) Deliveries. At either Closing, City shall deliver to the Title Company, as escrowee, or the Developer directly, the following documents and items, each in a form mutually agreed to by the Parties:
  - (a) A special warranty deed (the "**Deed**") from City conveying to the Developer the Property. The Deed shall be subject only to the Reversion (as defined below), the Restrictive Covenant (as defined below), matters created by, through or under the Developer, and all covenants, conditions and restrictions of record; (v) general and special real estate taxes due and owing on the Property.
  - (b) A Certificate of Non-Foreign Status of the City as required by Section 1445 of the Internal Revenue Code (and any amendment thereto), which certifies that the City is not a foreign transferor, in a form and substance reasonably satisfactory to the Developer;
  - (c) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy (as defined below) showing fee simple title vested in the Developer and a standard form Affidavit of Title;
  - (d) An ALTA Statement and a personal "Gap" undertaking, if required by the Title Company;
  - (e) Four (4) originals of a closing statement prepared by the City in a manner which reflects the terms and conditions, as applicable, of this Agreement and is otherwise in a form reasonably acceptable to the Developer (the "**Closing Statement**");
  - (f) Such proof of City's authority and authorization to enter into this transaction as may be required by the Title Company;
  - (g) Possession (and use, as applicable) of the Property in current condition, free of all personal property, free of parties in possession, and in the same condition as of the Effective Date (excepting normal wear and tear);

- (2) Developer's Deliveries. At the Closing, the Developer shall deliver to the Title Company, as escrowee, or the City directly, as the Developer may elect, the following documents, each in a form mutually agreed to by the Parties:
- (a) The Purchase Price in accordance with Section II above, plus the Developer's share of the closing costs;
  - (b) Such proof of the Developer's authority and authorization to enter into this transaction as may be required by the Title Company;
  - (c) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy with extended coverage and a survey endorsement;
  - (d) An acknowledgment of the Developer's acceptance of the closing statement.
- (3) Mutual Deliveries. At the Closing, the Parties shall jointly deliver the following documents to the Title Company, as escrowee:
- (a) To the extent required state, county and municipal Transfer Tax Declarations;
  - (b) Any and all other documents reasonably required to effectuate the transaction contemplated herein.
- (4) Concurrent Delivery of Closing Documents. All documents or other deliveries required to be made by the Developer or the City at the Closing, and all transactions required to be consummated concurrently with the Closing, shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated until all deliveries required by the Developer and the City shall have been made, and all concurrent and other transactions shall have been consummated.
- (5) Allocation of Closing Costs. Allocation of Closing Costs and Expenses. The City shall bear the cost of the following or cause the same to be paid: (a) the Preliminary Commitment (as defined below) and the Title Policy (as defined below), but not any other endorsements unless the City elects to purchase such endorsements to correct any Unpermitted Exceptions (as defined below); (b) the cost to record any instruments to clear the City's title; (c) one half of the cost for

any escrows opened hereunder; (d) one half of the cost of the “Deed and Money” closing fee; and (e) any additional closing costs. The Developer shall bear the cost of the following: (w) any recording fees with respect to the Deed; and (x) the charges for any endorsements required by the Developer; (y) one half of the cost for any escrows opened hereunder; (z) one half of the cost of the “Deed and Money” closing fee. The cost of any local, state and county transfer taxes applicable to this transaction shall be paid for by the City with the Parties agreeing to seek and apply for any applicable exemptions. The Developer shall provide the appropriate allocations of the Purchase Price to the Property to the City and the Title Company prior to the Closing. In the event the Developer elects to secure extended coverage on the Property, the Developer shall pay for the same.

**E. Property; Inspection; Due Diligence; Due Diligence Period; Rights.** For a period expiring at 11:59 PM (CDT) sixty (60) calendar days after the Effective Date (the “**Due Diligence Period**”), the Developer and its agents and representatives shall be entitled to conduct a comprehensive inspection of the condition of the Property (the “**Due Diligence**”). The Developer’s Due Diligence rights will include, but shall not be limited to, the rights to: (1) enter on the Property to perform physical inspections and tests thereon; (2) inspect any matters, public or private, in the possession or control of the City or its agents, relating to the Property; (3) make investigations with regard to zoning, environmental matters, building codes, and other legal requirements including, but not limited to, an environmental assessment of the Property; (4) make or obtain market studies and real estate analyses of the Property and the Developer’s Intended Use thereof; and (5) analyze the financial feasibility of ownership of the Property and the Developer’s Intended Use thereof.

**F. Due Diligence; Delivery of Applicable Documents.** The City will deliver all commercially reasonable material documents including, but not limited to, reports of engineering studies conducted during the last five (5) years and history of Building Code violations, in its possession regarding the condition of the Property to the Developer and the Developer acknowledges receipt of the same.

**G. Due Diligence; Termination.** The Developer, may, in the event it determines in its sole and absolute discretion that the results of any inspection, test, the Preliminary Commitment or other examination do not meet the Developer’s criteria for purchase, financing, or operation of the Property in the manner contemplated by the Developer, or if the information disclosed does not otherwise meet the Developer’s investment or purchase criteria for any reason whatsoever, or if the Developer, in its sole and absolute discretion, otherwise determines that the Property is unsatisfactory to it for any or no reason, then the Developer may terminate the Agreement by written notice to the City, given not later than the expiration of the Due Diligence Period (the “**Termination Notice**”). If the Developer delivers the Termination Notice within sixty (60) calendar days after the Effective Date, then the Earnest Money shall be immediately released, in full, to the Developer.

In the event the Developer fails to notify the City of its intent to terminate the Agreement prior to the expiration of the Due Diligence Period, the Developer's right to terminate the Agreement shall be waived unequivocally.

**H. Due Diligence; Post-Termination Issues.** Upon the termination pursuant to Section II. G. of this Agreement, the Earnest Money deposit made, together with all interest accrued thereon, shall be returned as soon as commercially reasonably possible as set forth in Section II. G. of this and, except as otherwise provided in this Section, neither Party shall have any further liability to the other hereunder. The Due Diligence Indemnification (as defined below) shall survive after the termination of this Agreement.

**I. Title Commitment.** No later than fifteen (15) calendar days after the Effective Date, the City shall, at its sole cost and expense, deliver to the Developer an ALTA Form 2006 Owner's Title Insurance Policy (the "**Preliminary Commitment**") issued by Greater Illinois Title Insurance Company (the "**Title Company**" or "**Escrowee**") in the amount of the Purchase Price showing title to the Property in the City. The Preliminary Commitment shall be subject only to: (i) the standard permitted exceptions and general exceptions contained in the Preliminary Commitment; (ii) general real estate taxes; (iii) matters created by, through or under the Developer; (iv) all covenants, conditions and restrictions of record; (v) general and special real estate taxes due and owing on the Property (if any, which shall be subject to the Appeal (as defined below) or subsequent similarly filed Appeals filed by the City or its designee) (collectively, the "**Initial Exceptions**").

**J. Title Policy.** The City, at its sole cost and expense, shall cause the Title Company to issue to the Developer its ALTA Form 2006 Owner's Policy of Title Insurance insuring the Property for the Purchase Price (the "**Title Policy**"). The Title Policy will contain the Restrictive Covenant (as defined below).

**K. Property; Survey.** The Developer acknowledges receipt of the survey of the Property, attached hereto as **Exhibit D**. Upon the written request of the Developer, a land surveyor licensed in the State of Illinois shall at Closing provide the Parties a fully executed commercially reasonable "**Affidavit of No Change**" regarding the Property, at no additional cost to the City.

**L. Prorations; Real Estate Taxes and Utilities.** The Property is generally exempt from real estate taxation as municipally owned real estate. Notwithstanding the foregoing, the Parties agree and acknowledge that the City has filed 2011 Real Estate Exemption Complaint number 97341(the "**Appeal**"). The City, without independent investigation reasonably expects that any and all outstanding real estate taxes due and owing are subject to abatement pursuant to the Appeal. Any outstanding utility payments shall be prorated at 100% of the then outstanding invoice for the same as of the Closing. Notwithstanding anything contained herein to the



contrary, City shall be responsible for the payment, if any, of the real estate taxes on the Property that are due and owing as of the Closing Date. The City's obligations set forth in this section shall survive the Closing and shall not be deemed to merge with the Deed.

**M. Property; Brokerage.** The Developer warrants and represents to the benefit of the City that it has not authorized any real estate broker (or sales person) to act on its behalf in respect to the transaction contemplated in this Agreement.

**N. PROPERTY; AS-IS, WHERE-IS; DISCLAIMER OF REPRESENTATIONS AND WARRANTIES BY SELLER/CITY.** Other than as specifically set forth herein, the City makes no representations as to the condition of the Property. As stated above, the Parties agree and acknowledge, that the Property is being conveyed from the City to the Developer is an "as-is, where is, with all faults" manner, subject only to those specifically enumerated representations and warranties set forth herein. The Developer is solely relying on its investigations and shall not rely upon information, documents, or materials provided to it by the City in making its decision to acquire the Property. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREUNDER, THE CITY/SELLER AND ITS AFFILIATES AND AGENTS HAVE NOT MADE AND ARE NOT NOW MAKING, AND THEY HEREBY SPECIFICALLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS, WARRANTIES, REPRESENTATIONS, OR GUARANTIES AS TO (1) MATTERS OF TITLE (OTHER THAN THE CITY/SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), (2) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (3) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER, AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (4) WHETHER, AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD-PRONE AREA, FLOOD PLAIN, FLOODWAY, OR SPECIAL FLOOD HAZARD, (5) DRAINAGE, (6) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS, CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSCORING, (7) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (8) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS, AND ELECTRIC, (9) USAGES OF ADJOINING PROPERTY, (10) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (11) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION,**

SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, (12) THE PRESENCE OF HAZARDOUS SUBSTANCES OR VIOLATIONS OF ENVIRONMENTAL LAWS IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY, (13) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT, OR FUTURE FEDERAL, STATE, OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING, FIRE, OR ZONING ORDINANCES, CODES, OR OTHER SIMILAR LAWS, (14) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS ON THE PROPERTY, (15) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY, (16) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, (17) THE EXISTENCE OF VESTED LAND USE, ZONING, OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY, (18) THE MERCHANTABILITY OF THE PROPERTY OR THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON THE CITY'S/SELLER'S OR ITS AFFILIATES' OR AGENTS' SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE), OR (19) TAX CONSEQUENCES.

O. **Governmental Approval.** The Developer agrees to renovate the Property for the Intended Use as defined above. The obligations of the Developer to close this transaction contemplated hereby is subject to (in the Developer's reasonable opinion) the Property being zoned for such Intended Use in Berwyn, Illinois, and the Developer shall take all necessary steps to obtain, the necessary zoning changes, subdivision approvals, site plan approvals, permit approvals, and any other regulatory and governmental approvals (collectively, the "**Governmental Approvals**") from all necessary governmental and other authorities for the Intended Use of the Property. The Developer will file its applications for the Governmental Approvals and diligently thereafter try to obtain the Governmental Approvals, all at the Developer's expense. The Developer may, by written notice to City within sixty (60) calendar days after the Effective Date (the "**Governmental Approval Period**"), elect to terminate this Agreement (the "**Election**") if it has failed to obtain the Governmental Approvals.

If the Election is made within sixty (60) calendar days after the Effective Date, then the Earnest Money shall be immediately released, in full, to the Developer. In the event the Developer fails to notify the City of its intent to terminate the Agreement prior to the expiration of the Governmental Approval Period, the Developer's right to terminate the Agreement shall be waived unequivocally and forfeit all earnest money.

**SECTION III  
REPRESENTATIONS AND WARRANTIES; ENVIRONMENTAL  
ACKNOWLEDGEMENT**

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

- (1) The Developer is a duly organized and existing limited liability company and is in good standing under the laws of the State of Illinois. The Developer is qualified to do business in the State of Illinois, authorized to conduct its business as it is presently being conducted, is not in violation of any provision of its organizational or operating agreements and has the power and authority to enter into this Agreement. The Developer will deliver copies of all authorizing documents passed or otherwise approved as required by the Developer to authorize the Developer to enter into this Agreement and undertake the covenants hereunder.
- (2) The execution, delivery and performance by the Developer of this Agreement does not constitute and will not, upon giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which the Developer is a party or may be bound under;
- (3) The Parties executing this Agreement on behalf of the Developer have the authority to bind the Developer and have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and perform the terms and obligations contained herein;
- (4) This Agreement has been duly and properly executed by the Developer, and it constitutes the valid and legally binding obligations of the Developer enforceable against the Developer in accordance with its terms, except to such extent that enforceability may be limited by any bankruptcy or insolvency laws affecting the enforcement of creditors' rights and by the exercise of judicial discretion in accordance with general equitable principles;
- (5) The Project requires economic assistance in the form a land asset "write down" from the City in order to complete the same substantially in accordance with the cost estimates, and but for the economic assistance to be given by the City, the Project as contemplated would not be economically viable;
- (6) The Civil Site Improvements, as defined below, as a portion of the Project, shall be constructed and fully completed at a cost no less than the cost estimates of the Developer as reflected on the Civil Site Improvements Construction Plans, as defined below, and the Developer shall not make any material cost reduction

without the prior written approval of the City;

- (7) To the best of the Developer's knowledge, the Developer is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which could materially and adversely affect the ability of the Developer to perform its obligations under this Agreement or otherwise conduct its activities, and to the extent lawfully obtainable as of the date hereof, the Developer has obtained all licenses, permits, franchises, certifications and other governmental authorizations necessary to carry out the Project which, if not obtained, could materially and adversely affect the ability of the Developer to perform its obligations under this Agreement or otherwise carry out or complete the Project. Furthermore, the Developer agrees to comply with all applicable laws, rules and regulations of the City, County of Cook, State of Illinois and the United States of America and all agencies and subdivisions thereof and shall cause its contractors, subcontractors, agents and assigns to do the same;
- (8) The Developer will obtain, or will cause to be obtained, as and when necessary, all licenses, permits, franchises, certifications and approvals that are or will be required under applicable laws and regulations by any governmental body or officer so that the Developer can carry out the Project and complete its obligations under this Agreement. No consent, approval or authorization of or filing, registration or qualification with any governmental authority that has not been obtained is required on the part of the Developer as a condition to the execution and delivery of this Agreement;
- (9) There are no proceedings pending or threatened against or affecting the Developer in any court or before any governmental authority, arbitration board or tribunal that, if adversely determined, would materially and adversely affect the ability of the Developer to perform its obligations hereunder;
- (10) No event has occurred and no condition exists that upon execution of this Agreement would constitute a default or Event of Default (as defined below). The Developer is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation could materially and adversely affect the financial or legal condition of the Developer or the ability of the Developer to perform its obligations under this Agreement;
- (11) Any financial information, the *pro forma* gap analysis and other written data submitted by the Developer or to be submitted by the Developer to the City are true and correct in all material respects as of the dates of such statements and data. There have been no material adverse changes in the business, operations, ownership or condition (whether financial or legal) of the Developer as disclosed in such statements and data, and Developer has no knowledge of any liabilities,

contingent or other, of the Developer that might have a material adverse effect upon its ability to perform its obligations under this Agreement, except as disclosed in writing to the City. The Developer has the financial wherewithal to perform its obligation under this Agreement;

- (12) Any financial projections provided to the City in writing by the Developer, including the *pro forma* gap analysis are the same in all material respects as the financial projections provided by the Developer to any and all providers of the private financing;
- (13) The Developer expects that after the execution of this Agreement, the implementation of the Project will proceed with due diligence to completion;
- (14) The Developer is not barred from entering into this Agreement as a result of violations of either 5/33E-3 or 5/33E-4 of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3; 5/33E-4), the Developer shall adopt a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2-105(A)(4), the Developer is in compliance with the Drug Free Workplace Act (30 ILCS 580/1, *et seq.*) and the Developer will comply with the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) and the Laws (as defined below); and
- (15) The Developer has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or part of its assets, suffered the attachment or other judicial seizure of all or part of its assets, admitted its inability to pay debts as they come due or made an offer of settlement, extension or composition to its creditors generally, and the Developer is not anticipating the occurrence of any of the abovementioned acts.

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

- (1) The City has the authority as a home rule municipality located in Illinois to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement is a valid and binding obligation, enforceable against the City; and
- (2) The execution, delivery and performance by the City of this Agreement does not constitute and will not, upon giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which the City is a party or may be bound.
- (3) There is no litigation, investigation, or proceeding pending, contemplated, or threatened against the City or the Property that would impair or adversely affect

the City's ability to perform its obligations under this Agreement or under any contract, instrument, or document related to this Agreement.

- (4) There are no existing, pending or anticipated condemnation or similar proceedings against or involving the Property.
- (5) There are no leases, contracts, or other agreements currently in force in existence relating to the Property.
- (6) The City shall not cause or permit any new liability, encumbrance, or obligation to be placed or imposed upon all or any part of the Property prior to the Closing Date.
- (7) Except as disclosed by the environmental audit reports provided by the City, the City has received no notice of, has not authorized, and has not caused, the use, generation, release, transportation, storage, disposal, or treatment of any Hazardous Material (as defined below) on, at, to, or from the Property, except in quantities and by methods that did not violate any then-existing applicable law. As used in this Section, the term "Hazardous Material" shall mean any hazardous, flammable, explosive, corrosive, or toxic chemical, material, or substance that is regulated under any federal, state, or local law, regulation, ordinance, order, or other legal requirement concerning public health, safety, or the environment.
- (8) There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessor rights with respect to the Property or any part thereof. The City shall deliver sole and exclusive possession of the Property to Developer on or before the Closing Date subject to the Deed and the Permitted Title Exceptions.
- (9) If, prior to the Closing Date, the City receives notice or obtains knowledge of any information that indicates that any of the foregoing representations or warranties regarding the Property is untrue, then the City shall promptly advise the Developer in writing of its notice, information, or knowledge. Any such change shall constitute only the failure of a condition but shall not constitute a default by the City.

**C. Additional Representations and Acknowledgments.** The Parties reciprocally and mutually warrant and represent to the other that the City will not exercise any decision-making control over any aspect of environmental compliance or environmental remediation of the Property outside of the normal exercise of the City's police powers and relies on the Developer to cause the environmental remediation of the Property to allow for the commencement and operation of the redevelopment of the Property as contemplated herein. The Parties acknowledge that the City will make certain determinations as to the conveyance of funds

in part on information supplied in writing by the Developer or its agents concerning the Project and/or compliance by the Developer with the provisions of this Agreement. The Parties also acknowledge that, except as otherwise set forth in this Agreement, the City shall have no obligation to pay any entity or person other than the Developer, its permitted successors and permitted assigns shall be obligated to make direct payments to any other entity, construction manager, general contractor, contractor, subcontractor, mechanic, material man, person or entity providing services or materials to the Project.

**D. Survival of Representations and Warranties.** The Parties agree that all of their representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the Effective Date of this Agreement and each Party agrees that it shall provide prompt written notice to the other Party in the event the representations and warranties set forth herein change for any reason. The representations and warranties set forth in this Section and elsewhere in this Agreement shall survive the conveyance of the Property and shall not merge with the deed.

**E. Environmental Matters.**

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

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

"**Environmental Laws**" shall mean any and all laws, statutes, treaties, regulations, codes, ordinances, rules, notices of violation or noncompliance, permits, licenses, standards or requirements (including decrees, judicial decisions, judgments, injunctions, and administrative orders issued or approved thereunder), together with all related amendments and similar statutes and implementing regulations, issued by any Governmental Authority, and all common law, pertaining to or regulating pollution, environmental protection, health or safety of

person, nuisance, noise, pipeline safety, natural resources damages, conservation of resources, wildlife, waste management, the use, storage, generation, production, treatment, emission, remediation, design, formulation, packaging or any other activity related to Hazardous Substances, or any other environmental matter including, without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("**CERCLA**"), 42 U.S.C. Section 9601 *et seq.*; the Resource Conservation and Recovery Act, as amended ("**RCRA**"), 42 U.S.C. Section 6901 *et seq.*; the Toxic Substances Control Act, as amended, 42 U.S.C. Section 7401 *et seq.*; the Clean Air Act, as amended, 33 U.S.C. Section 7401 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et seq.*; the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Section 3009(f) *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.* (1996); the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. Section 651 *et seq.* (as it relates to protection of the environment); the Hazardous Liquid Pipeline Safety Act, as amended, 49 U.S.C. Section 60101 *et seq.*; and the Federal Hazardous Materials Transportation Act 49 U.S.C. §§ 100-185 (1999).

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

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

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

(2) Environmental Acknowledgement and Agreements.

a. In the event that it is determined that the Property is contaminated or in violation of an Environmental Law due to the release of Hazardous Substances from prior activities occurring on the Property and the Developer does



not elect to terminate this Agreement during the Due Diligence Period, the Developer shall perform, or cause a third party to perform, any and all actions required by applicable Governmental Authorities to ensure that the Developer can construct the Project on the Property. The Developer acknowledges and agrees that previous owners of the Property may have used the Property for industrial or commercial purposes in the past, and that the appropriate cleanup standards (if any) previously performed were the least-stringent standards consistent with Environmental Laws for the commercial or industrial use of the Property, which standards may include, at the City's discretion and in compliance with Environmental Laws, site-specific standards determined by risk assessments and standards requiring Engineering and Institutional Controls.

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

**c.** The Parties, notwithstanding any provision set forth in this Section III of this Agreement, acknowledge and agree that the Property is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS" except where specifically set forth in the remainder of this Agreement; provided, that the Property shall be in substantially the same condition on the Closing Date as it was on the Effective Date and expiration date of Due Diligence Period, normal wear and tear and acts of the Developer, excluded.

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

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

**F. The City's Covenants.** The City shall review all permit, license and zoning relief applications in connection with the Project in an expeditious manner, but in all instances in accordance with all applicable Laws. In the event the City rejects any portion of such an application, the City shall provide the Developer with written comments detailing why the application has been rejected. The City agrees, represents and warrants to the Developer as follows: (a) except as specifically permitted in this Agreement, or amendment thereto, no leases, service contract, easements, restrictions, declarations, agreements or options shall be entered into, amended or terminated with respect to the Property prior to the Closing Date nor does the City's entering into this Agreement necessitate such action; (b) except as specifically provided herein, the City shall deliver the Property to the Developer on the Closing Date in substantially the same condition as it exists as of the date hereof. Notwithstanding anything contained herein to the contrary, this Agreement shall not serve to abrogate or otherwise limit the police powers of the City or prevent the City from taking any action required by law or ordered by a court of competent jurisdiction.

#### **SECTION IV DEVELOPER'S OBLIGATIONS**

**A. Rehabilitation of the Bank Building; Construction and Operation of the Intended Use.** The Developer shall take all or cause the undertaking of all steps reasonably necessary to ensure the renovation of the Bank Building on the Property into the Intended Use (the "**Renovation Project**" as a portion of the Project). All costs, expenses and work associated with the Renovation Project shall be the full and sole obligation of the Developer or Lessee (and the City shall have no obligation for the completion of the same). The Renovation Project shall be completed in accordance with the Timeline (as set defined below). The combined expenditures of the Developer and the Lessee on the Project shall be in an amount not less than One Million, Two Hundred Fifty Thousand and No/100 U.S. Dollars (\$1,250,000.00). Any new addition shall be recessed off Cermak Road in order to preserve the integrity of the Bank Building. All aspects of the Renovation Project and building additions shall use four-sided architecture and be of similar kind and quality as the existing Bank Building as reasonably determined by the City or its designees. The Parties may agree upon an alternate plan for the design concept of the Renovation Project (with final the approval or denial of any alternative plans being left to the City in its sole and absolute discretion). Renovation Project Construction Plans (as defined below) that do not adequately (as determined by the City and its designees in their sole and absolute discretion) address possible residential noise concerns shall be rejected with no recourse against the City by the Developer. The Renovation Project Construction Plans shall be prepared by the Developer after the Parties agree on the design specifications for the Renovation Project. The Developer shall renovate the Bank Building according to the specifications set forth in the "**Renovation Project Construction Plans**" (to be inserted as **Exhibit E** upon completion and agreement by the Parties of the same). The Renovation Project Construction Plans will evidence the use of all of the existing space in the Bank Building by the Developer for

the Intended Use and shall conform with the existing historical structure of the Bank Building. The Developer agrees and acknowledges that the Renovation Project Construction Plans shall not include the demolition of the Bank Building and shall include plans for preserving the integrity of the outer shell of the north and east façade of the Bank Building, the ceiling and the dome of the Bank Building. The Developer and/or the Lessee shall serve both lunch and dinner at the Intended Use. The Intended Use shall not operate solely as a dance club at the Property in which food is not made available and/or served. The City may approve alternate concepts for the Renovation Project, in its reasonable discretion. Notwithstanding anything to the contrary herein, the Intended Use shall open no later than 3 p.m. daily and will be open for late lunch/early dinner.

**B. Construction of Civil Site Improvements.**

- (1) As a material inducement and additional consideration for the City to convey the Property to the Developer, the Developer shall construct the “**Civil Site Improvements**” (as a portion of the Project). The Civil Site Improvements shall include the construction of all items listed on **Exhibit F**, attached hereto and incorporated herein, at the Developer’s sole cost and expense. The Civil Site Improvements listed on Exhibit F shall include, without limitation, the construction of an onsite parking field containing no fewer than forty (40) parking spaces. The Developer shall secure any variances that may be required to comply with the onsite parking requirements set forth herein. In addition, the Civil Site Improvements shall include: (a) all curb, gutter, sidewalks, and landscaping necessary for the Intended Use; (b) an east/west drive for parking access and to serve as a loading zone during off-peak hours (the “**Drive**”); (c) a floating easement for public utilities, emergency and public vehicle access to the north-south, mid-block alley (the “**Easement**”); (d) a buffer on the southern boundary to include a 5 foot wide landscape berm planted with 5 foot high Leyland Cypress trees planted 10 foot on center and an 8 foot high opaque fence along the entire southern boundary and decorative/ornamental fencing and other landscape for Cermak, Grove, and Oak Park road frontage; (e) stormwater detention for the entire site, as set forth in the Recitals to this Agreement; and (f) additional infrastructure improvements and site work on the Property to sustain the Intended Use. The construction of the Civil Site Improvements shall be completed at the sole cost and expense of the Developer and in a first class manner free from all material men’s and suppliers’ liens. The Developer shall complete the construction obligations (which shall include the Civil Site Improvements and the Renovation Project) (or cause the same to be completed) in accordance with the timeline that will be attached and contain mutually agreeable benchmarks and dates, including without limitation the Closing Date, a “groundbreaking date”, and a grand opening date which shall minimally require the Developer to obtain a full certificate of occupancy permitting the intended use of the Property within six (6) months after the Closing Date (the “**Timeline**”). The Timeline, minimally,

will establish that the Project including without limitation all work set forth the Timeline will be substantially completed no later than four (4) calendar months after the Effective Date (the “**Substantial Completion Date**”). The Timeline is attached hereto and incorporated herein as **Exhibit G**. The Developer may extend the Substantial Completion Date for three (3) calendar months upon written notice to the City. The Developer shall comply with all requirements necessary to obtain a certificate of occupancy for the Property within thirty (30) calendar days after the Substantial Completion Date. The Developer shall construct the Civil Site Improvements according to the specifications set forth in the “**Civil Site Improvement Construction Plans**” that will be attached as **Exhibit H** and contain mutually agreeable benchmarks and dates. The location of the Drive and the Easement shall be depicted on **Exhibit I** (to be attached upon review and approval by the Parties). The Parties shall agree to the Civil Site Improvement Construction Plans in writing when set forth on the Timeline. The Developer shall comply (and shall direct all its contractors, consultants and employees) with any and all federal, state and local laws, statutes, ordinances, rules and regulations (collectively, the “**Laws**”) with regard to the construction of the Civil Site Improvements and the Renovation Project. The Developer’s obligation to complete the Civil Site Improvements shall include site preparation, restoration, the removal of dirt and debris and all other commercially reasonable steps associated with the completion of the items listed on the Civil Site Improvement Construction Plans.

- (2) The City hereby grants the Developer the right to seek all necessary “curb cuts” if so required by the Developer. The City shall permit the Developer to cut into sidewalks as necessary and consistent with the Intended Use. The City will support an application by the Developer to the Illinois Department of Transportation (“**IDOT**”) for a limited, right-in, right-out curb cut on Cermak Road. The Developer’s failure to secure the curb cuts, provided they are not essential to the Intended Use, legislation and IDOT approvals contemplated herein shall not be deemed an Event of Default (as defined below) under this Agreement.
- (3) The Developer agrees that in furtherance of the objectives of the City for the economic development of the Property and the City Code, the Civil Site Improvements shall be completed, at the Developer’s sole cost and expense, in compliance with the Civil Site Improvement Construction Plans and the City’s Zoning and Building Codes. The Developer acknowledges the importance of all dates on the Timeline and shall comply with the same, subject to Force Majeure (as defined below). The Developer’s strict compliance with the Timeline is required for the commencement and delivery/completion of the Project and the Developer’s failure to comply with the aforesaid dates shall constitute a breach of this Agreement, unless said failure is caused by an event of Force Majeure (as

defined below). City and the Developer agree that amendments to and extensions of the Timeline can be mutually agreed upon in writing without having to amend this Agreement with the approval of the Mayor and City Council. The Developer shall comply with reasonable requests of the City for progress updates to the Timeline. The City hereby acknowledges that, to the extent required under any applicable City ordinance and in all instances in accordance with the Laws, it shall approve any plans as well as issue the necessary permits to authorize the Developer to commence the construction of the Renovation Project and the Civil Site Improvements. The City agrees to review all such documentation in an expeditious manner and to provide the Developer with written notice as to whether or not the same have been approved or rejected. The City shall review all building permit applications in connection with the Project in a commercially reasonable manner. In the event the City rejects any portion of the plans or a building permit application, the City shall provide the Developer with written comments detailing why the plans have or building permit application has been rejected. If the Developer desires to make a substantial change to any plans submitted to the City, the Developer shall submit the proposed change to the City for its approval, and if the proposed change conforms to the provisions of this Agreement and meets all applicable laws, the City shall notify the Developer in writing that it has approved the change. In the event that the City rejects any portion of the change, the City shall provide the Developer with written comments detailing why the City denied the change.

- (4) All plan and permit applications shall conform to the terms of this Agreement, the Renovation Project Construction Plans, Civil Site Improvement Construction Plans and shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- (5) The Timeline shall be subject to any matter beyond the Developer's reasonable control that directly relates to the Developer's obligations hereunder ("**Force Majeure**"). Force Majeure may include, without limitation, unreasonable delays caused by acts of the City germane to the completion of the Project; circumstances beyond the Developer's control, and acts of God; damage or destruction caused by fire or other casualty; inclement weather; strikes; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies; lockouts; acts of labor unions (whether legal or not); court orders, laws or orders of governmental or military authorities. Notwithstanding the foregoing, the Developer shall be required to use reasonable efforts to mitigate the effects of a Force Majeure event, and in no event shall: (a) the Developer's financial condition or inability to fund or obtain funding or financing constitute an event of Force Majeure; and (b) any delay arising from the Developer's (or its affiliate's) default under any document connected with the Project constitute an event of Force Majeure. Moreover, no event of Force Majeure shall be deemed to exist: (c)

as to any matter that could have been avoided by the exercise of due care; (d) as to any matter initiated or unreasonably sustained; and (e) unless the Developer provides the City with a written notice within fourteen (14) calendar days of the commencement of such claimed event of Force Majeure. The deadline to complete the Project shall be extended on a day for day basis to reflect an actual delay in completion because of an event of Force Majeure. The Developer, if seeking the extension, shall keep the City reasonably informed as to the nature of the delay and the anticipated time of completion of the performance of its obligations.

**C. Construction Bonds for the Construction of the Project, Civil Site Improvements.** As applicable, the Developer shall cause its “**General Contractor**” and subcontractors to comply with applicable bond requirements established by the City ordinances and the laws of the State of Illinois and as requested by the City in such commercially reasonable amounts and on such commercially reasonable terms for a project of the kind and matter as contemplated by this Agreement.

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

**E. Licensure; Liquor License.** The Developer or Lessee shall take all steps permitted by law to secure all required and necessary licensures for the Intended Use, including, without limitation a City of Berwyn license providing for sales of liquor until 1:00 am on Monday through Friday and 3:00 am on Saturday and Sunday (the “**Liquor License**”). The Developer shall seek that certain class of liquor license, as determined by the Parties in their reasonable discretion, necessary to operate the Intended Use, but shall be prohibited from seeking such a class of liquor license to operate a dance club where food is neither served nor available. The Developer or Lessee securing the Liquor License is an express condition precedent to the Closing of the Property.

**F. The City’s Right To Monitor and Inspect the Project.** In addition to any other rights specified in this Agreement with regard to the construction and maintenance of the Project, the Developer shall provide the City the opportunity and the City shall have the right, but not the obligation, to inspect the construction site at the Property for the purpose of monitoring the progress of the Project. During such inspections, which may be made with reasonable advance notice (which notice may be oral) and during normal business hours, City representatives shall be allowed access to the site as necessary for the City to determine whether the Project is proceeding in a timely manner and in compliance with all applicable laws, codes, ordinances, rules and regulations, subject to limitations required by safety considerations and to otherwise promote and protect the health, safety and welfare of the City and its residents. The rights set

forth herein and the City's exercise of those rights shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement and under applicable laws, City codes, regulations and ordinances nor shall it act as a waiver of any further rights of the City regarding the construction and maintenance of the Project, including the right to require compliance with the City Code and issue stop work orders or violation notices. The Developer, at a commercially reasonable and prudent time after discovery of the same, shall provide the City with written notice of any default of the Developer for its financing plan for the Project. The previously mentioned obligation shall be applicable during the period of construction of the Project. Such notice shall be made in sufficient detail to advise the City of the deviation and provide supporting documentation supporting the same.

**G. Off-Site Construction Requirements of the Developer.**

- (1) The Developer shall direct the removal of any debris resulting from the construction of the Project, which removal shall be conducted in accordance with the best interests of the City and applicable laws and ordinances.
- (2) During the construction of the Project, the Developer shall cause its General Contractor or project manager to be responsible for cleaning up the mud and dirt on abutting streets and rights of way resulting from the construction of the Project. The Developer's agents shall clean the roadways within forty-eight (48) hours after receiving notice from the City. In the event that the Developer fails to have the rights of way cleaned of dirt and debris in accordance with the aforementioned provisions, the City shall have the right to immediately undertake the cleaning and clearance activities as set forth above and any such reasonable costs or expenses incurred by the City in undertaking the aforesaid shall be reimbursed by the Developer within twenty (20) calendar days of the City's presentation to the Developer of a written invoice detailing the aforesaid costs and expenses.

**H. Tier III TIF Application.** The Developer shall comply with all laws and the requirements of the Tier III TIF application and incorporated herein by reference. Notwithstanding the foregoing, the Parties may modify the covenants of the Tier III TIF application by mutual written agreement. In the event of a conflict between the terms of the Tier III TIF application and this Agreement, the terms, covenants and conditions of this Agreement shall in all instances control and govern.

**I. Reversion and Payment Upon Sale.** If the Developer and/or the Lessee fail to complete or maintain the (completed) Project sufficient to receive a certificate of occupancy for the Intended Use in accordance with the Timeline, which is not cured within ninety (90) days after written notice and such delay is not caused as a result of any action or inaction of the City or Force Majeure, then the title to the Property shall revert to the City pursuant to the terms of the Deed ("**Reversion**"). The Developer and the Lessee shall have no claim against the City for title to the Property, and the Developer and the Lessee expressly waive and forever discharge the

City from any such claims as specifically set forth in this Agreement in the event of Reversion. Notwithstanding the foregoing, if in the event of Reversion and there are Liens on the Property, the Developer shall cause all Liens to be removed from the Property within ten (10) calendar days of Reversion. If the Developer fails to remove the Liens within ten (10) calendar days of the Reversion, the City shall have the right to seek all legal remedies available to ensure that all Liens are removed from the Property and seek full reimbursement from the Developer for all costs, expenses, fees (including reasonable attorneys, paralegal and filing fees) incurred by the City in removing the Liens. If in the event of Reversion, there being no Liens on the Property, this Agreement shall terminate and the Parties shall have no further rights or obligations hereunder (save existing risk management provisions). If in the event of Reversion, there are Liens on the Property, this Agreement shall remain in full force and effect until the Liens are removed from the Property and shall terminate after the Liens are cured. As set forth herein, the City shall be a lien holder on the Property until after a certificate of occupancy is issued for the Bank Building as the Intended Use. The Developer consents to the recording of the City's lien on the Property and this lien shall not serve as reason for objection to or rejection of the Property pursuant to the Developer's due diligence provisions. After the Developer opens the Intended Use, which opening shall be within thirty (30) calendar days after the Substantial Completion Date, the Reversion shall automatically be released, terminated and held for naught.

## **SECTION V**

### **Project Non-Permitted Uses**

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, for any of the following uses, as defined by the City Code: (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, provided however, that the Developer may lease to a restaurant/bar tenant that also uses a portion of the premises for a pool or billiard room; or (iv) any amusement arcade, game center, provided however, that the Developer may lease to a restaurant/bar tenant that also uses a portion of the premises for video poker games and/or amusement games; 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); 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; or (xiii) any use requiring the demolition of the Bank Building unless over seventy-five percent (75%), as determined by the City in its sole and absolute discretion, of the historic bank building has been destroyed in a fire and causes a public safety hazard. The restrictions set forth in this Section shall be set forth in the "Restrictive Covenant", which shall be set forth on one, or as applicable both, of the Deed(s).

## **SECTION VI COMPLIANCE WITH LAW**

In the event that any court or governmental agency having jurisdiction over enforcement of the Project and the subject matter contemplated by this Agreement shall determine that this Agreement or any incentive to be made to the Developer hereunder are contrary to Law, or in the event that the legitimacy of the City Code as it relates to the Project is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Developer shall be responsible for defending the integrity and legality of the City Code and this Agreement or the Developer may terminate this Agreement and all Earnest Money shall be promptly returned to the Developer. In the event of an adverse lower court or agency ruling, any obligation of the City to the Developer shall be suspended during the pendency of any appeal thereof. The City shall not seek to set aside or otherwise challenge its obligations under this Agreement during the pendency of any appeal. Notwithstanding the foregoing and the explicit remedy provisions set forth in Section VII below, in the event the Developer takes any action or makes any omission that violates the Laws, any outstanding owed the Developer by the City shall be held for naught until the Developer cures the outstanding illegality.

## **SECTION VII INSURANCE**

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

**B. Insurance During Term of Agreement.** Prior to commencement of the Project, the Developer or Lessee shall procure (or shall have procured, as applicable) and shall maintain, at the Developer's sole cost and expense, in full force and effect during construction operations, and thereafter the owner of the Property shall procure and maintain during the term of this Agreement a policy or policies of general commercial comprehensive liability insurance, including contractual liability insurance and, during any period of construction, contractor's

general liability insurance with liability coverage under each such policy to be not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and in the aggregate Three Million and No/100 U.S. Dollars (\$3,000,000.00), workers' compensation insurance in statutory limits, employer's liability insurance with at least One Million and No/100 U.S. Dollars (\$1,000,000.00) per accident, One Million and No/100 U.S. Dollars (\$1,000,000.00) per disease, per employee and One Million and No/100 U.S. Dollars (\$1,000,000.00) per disease, aggregate and auto liability with combined single limits of at least Five Million and No/100 U.S. Dollars (\$5,000,000.00) per occurrence. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the City to protect the City and the owner of the Property from any liability incidental to the use of or resulting from any claim for personal injury or property damage occurring at, on or about the Property or stemming from the construction and/or improvement of the Property including, without limitation any claims for personal injury or property damage stemming from the Developer's or its contractors, representatives, employees and agents activities during the Due Diligence Period. Each such policy shall name the City and its officials (whether appointed or elected), including the City's Mayor and the City Council of the City (the "**City Council**"), and the Berwyn Development Corporation (and its officers, employees and agents) as well as the City's officers, employees, agents and attorneys, as additional insureds and shall contain an affirmative statement by the issuer that it will give written notice to the Developer and the City at least thirty (30) calendar days prior to any cancellation or amendment of its policy. A certificate of insurance for each such policy naming the City and the other specifically enumerated entities as an additional insured consistent with the above requirements must be delivered to the City by the Developer before the Developer commences construction of any of the improvements that are a part of the Project. Any other insurance or self-insurance maintained by the City shall be in excess of and shall not contribute to the protection the City receives as an additional insured on the insurance required by this Agreement. Subject to the rights of the Developer's or Lessee's lender, any liability insurance proceeds received hereunder to which the City is legally entitled shall be deposited in the general operational fund of the City as such sums will be used to reimburse the City for sums normally paid from the general fund of the City.

## **SECTION VIII DEFAULT REMEDIES**

**A. Defaults/Remedies.** If an Event of Default (as defined below) occurs, or if any of the Parties shall fail to perform or keep any term or condition required to be performed or kept by such Party, said Party shall, upon written notice from the other Party, proceed to cure or remedy such default or breach within fifteen (15) calendar days after receipt of such fifteen (15) calendar day notice; provided, however, that if such default is incapable of being cured within said fifteen (15) calendar day period and the defaulting Party commences to cure the default within said fifteen (15) calendar day period and proceeds with due diligence to cure the same, such cure period shall be extended (not unreasonably) for the length of time reasonably necessary to cure the default upon written request for the same by the breaching Party. At any time during the cure period (or extension thereof), the aggrieved Party may request a written report on the status of the steps taken to cure the alleged default or breach, which shall be complied with by the breaching Party within fifteen (15) calendar days after receipt of the original request. At all times during a cure period or extension thereof, the defaulting Party shall diligently follow through to completion all such steps necessary to remedy the alleged default

within the shortest possible time. Failure of a defaulting Party to respond to a request for information as set forth herein shall be considered a failure to diligently undertake the cure of the alleged default and shall be deemed a waiver of the defaulting Party's opportunity to cure. In case such action is not taken or diligently pursued or the default or breach is not cured or remedied within the aforementioned period, the aggrieved Party may institute such proceedings (at law or in equity) as may be necessary or desirable in its opinion to cure and remedy such default or breach. The rights and remedies of the Parties, whether provided by law or in this Agreement, shall be cumulative and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by such Party at the same time or different times, of any other remedies for the same default or breach by the defaulting Party. Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the default involved). No waiver made by any Party with respect to any specific default by any other Party under this Agreement shall be construed as a waiver of rights with respect to any other default except to the extent specifically waived in writing. Notwithstanding the other provisions of this Agreement, in the event of an emergency threatening the health, safety and welfare of the City or its residents the City shall have the right, but not the obligation, to enter upon the Property and cure any default without providing notice or a cure period as set forth herein. The City shall be immediately relieved of its obligation under this Agreement and all future obligations of the City under this Agreement shall be deemed null and void and otherwise held for naught in the event the Developer or its preapproved assign is in default of this Agreement and has failed to cure the breach in accordance with this paragraph.

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

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

**C. Qualified Events of Default.** The conditions, covenants and terms of this subsection of this Agreement are to be read as a furtherance of, and as no way a limitation upon, the City's rights and remedies under this Agreement, except as specifically set forth herein. In

the event: (1) the Developer becomes bankrupt, insolvent or files any debtor proceeding, files a petition for bankruptcy, files a petition for a corporate reorganization (or a similar such reorganization for a limited liability company), makes an assignment for the benefit for creditors, files for any relief pursuant to the Bankruptcy Code or if in any other manner the Developer's interest passes to another by judgment or operation of law; (2) the Developer fails to comply with the Timeline; and/or (3) the Developer fails to satisfy the Developer's Closing Contingencies prior the Closing Date, the Developer shall be deemed to be in default of this Agreement ("**Qualified Events of Default**"). The cure provisions set forth in this Agreement shall not apply to any of the previously specifically mentioned Qualified Events of Default. The City shall be immediately relieved of its obligations under this Agreement and all future obligations of the City under this Agreement shall be deemed null and void and otherwise held for naught in the event the Developer or its preapproved assign is in default of this Agreement and has failed to cure the breach in accordance with the fifteen (15) calendar day cure period set forth above.

**D. Remedy.** The non-Defaulting Party shall be entitled to seek any and all available legal remedies against the Defaulting provisions provided there is a Qualified Event of Default or a standard Default and the cure period expires without full remedy by the Defaulting Party. Without limiting the generality of the foregoing, in the event that a Qualified Event of Default occurs prior to the Closing, the Earnest Money shall be paid to the non-Defaulting Party.

## **SECTION IX DEVELOPER'S CONSTRUCTION COMPLIANCE COVENANTS**

**A. No Discrimination.** Neither the Developer nor any of its contractors, subcontractors, employees, agents or material suppliers shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in relation to the construction of the Project and the Developer and all of its contractors, subcontractors, employees, agents and material suppliers shall comply with the Laws with regard to nondiscrimination in the construction of the Civil Site Improvements and the remainder of the Project.

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

## SECTION X PERFORMANCE

**A. Time of the Essence; Days.** Time is of the essence of this Agreement. Except as otherwise specifically set forth herein, the term “day” set forth herein shall mean business day, which shall mean Monday through Friday, exclusive of holidays recognized by the State of Illinois or the federal government.

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

- (1) The obligations of the Developer under this Agreement shall include, without

limitation, the burden and expense of defending all claims, suits and administrative proceedings (with counsel of the Developer's choice and reasonably acceptable to the City), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against any of the Indemnified Parties.

- (2) The obligations of the owner of the Property under this Agreement shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance) or by the failure or refusal of any insurance carrier to perform an obligation on its part under any insurance policies affecting the Property; provided, however, that if the City actually receives any proceeds of the owner of the Property's insurance with respect to an obligation of the Developer under this Section, the amount thereof shall be credited against and applied to reduce any amounts paid and/or payable hereunder by the owner of the Property with respect to such obligation.
- (3) No recourse under or upon any obligation, covenant or provision of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Indemnified Parties, in any amount in excess of the obligations of the City under this Agreement, or in excess of any sum agreed by the City to be paid to the Developer hereunder (subject to the terms and conditions herein), and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Indemnified Parties in excess of such amounts and any and all such rights or claims of the Developer against the Indemnified Parties for amounts in excess of such obligations are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City, to the fullest extent permitted by law.
- (4) The Developer shall indemnify, defend and hold harmless the Indemnified Parties from and against the Claims arising in connection with the Developer or its representatives, employees, contractors or agents during the Due Diligence Period (the "**Due Diligence Indemnification**"). The Due Diligence Indemnification shall survive the termination of this Agreement and shall be read in conjunction and not conflict with the remaining risk management provisions of this Agreement.

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

**D. Police Power.** Nothing in this Section shall operate to abrogate or limit the City's

right to exercise its police powers and inspection rights.

**E. Books and Records; Audit Rights.** The Developer shall at all times during the construction of the Civil Site Improvements and completion of the Project keep and maintain (separate from any of the Developer's other books, records and accounts) accurate and complete records pertaining to the Project including, without limitation, financial statements, records and books of account reflecting project costs and all other construction and redevelopment costs, in accordance with its standard practices, with such exceptions as may be specifically provided for in this Agreement. The City and its representatives shall have, during normal business hours and upon reasonable advance written notice, access to examine and photocopy such records, financial statements and other documentation. The City shall have the right to cause an audit by any nationally recognized independent certified public accounting firm (in accordance with [Generally Accepted Accounting Principles]) of such books and records to be made at any time within twenty five (25) months after the issuance of a certificate of occupancy) and the Developer shall maintain all such books and records for at least such period of time. The City shall have the right to disclose financial information about the Project, as described above, to the Cook County Assessor and to others to the extent required by law including, without limitation, Rule 15c2-12, which was promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

## **SECTION XI MISCELLANEOUS PROVISIONS**

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

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

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

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

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



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

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

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

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

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

To the Developer:

6801 West Cermak, LLC  
399 Wall Street, Unit H  
Glendale Heights, IL 60139  
Attention: Rick E. Heidner  
Facsimile: 630-894-0485  
Rick@heidnerinc.com



With a copy to: Christopher J. Goluba, P.C.  
399 Wall Street, Unit H  
Glendale Heights, IL 60139  
Attention: Christopher J. Goluba  
Facsimile: 630-578-1700  
Chris-Goluba@comcast.net

To the City: City of Berwyn  
Office of the Mayor  
City Administrator: Brian Pabst  
Berwyn, IL 60402  
Facsimile: 708-788-2567

With a copy to: Berwyn Development Corporation  
3322 S. Oak Park Avenue, 2<sup>nd</sup> Floor  
Berwyn, IL 60402  
Attention: Anthony Griffin  
Facsimile: 708-788-0966

With a copy to: Del Galdo Law Group, LLC  
1441 South Harlem  
Berwyn, IL 60402  
Attention: James M. Vasselli  
Facsimile: 708-222-7001  
Email: [vasselli@dlglawgroup.com](mailto:vasselli@dlglawgroup.com)

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

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

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

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

**O. Best Interests; Cooperation.** It is understood and agreed that the successful consummation of this Agreement is in the best interests of the Parties and requires their continued cooperation. The Developer hereby evidences its intent to fully comply with all City

requirements, its willingness to discuss any matters of mutual interest that may arise including, but not limited to, potential negotiations with any additional governmental entities and the Developer's willingness to assist the City, to the fullest extent possible, with all matters related to the redevelopment or the Property proposed herein. The City hereby evidences its intent to reasonably cooperate with the Developer and to cooperate, to the greatest extent possible, in the resolution of mutual problems and the City's willingness to facilitate the redevelopment of the Property as contemplated by the provisions of this Agreement.

**P. Assignment; Lease.** The Developer, except as specifically set forth above, shall not assign, pledge or obligate its rights under this Agreement or enter into a lease or franchise agreement for the use and operation of the Intended Use without the City's prior written consent. The City's discretion in approving or denying such a request is exclusive, absolute and freely exercisable. The City will not be subject to recourse in the event of a denial of such a request if such denial is made for cause or no cause.

**Q. Publication.** The Developer acknowledges that the City is required to seek alternative proposals for the redevelopment of the Property and that if the City receives a proposal that is superior (in its reasonable discretion) to this Agreement that it is obligated to terminate this Agreement and seek the redevelopment of the Property in accordance with the terms of the superior proposal. If the City does, in fact, obtain a superior proposal and terminate this Agreement, it shall do so without recourse or recovery by the Developer for such termination. The notice to be published will be in a substantially similar form to Exhibit C of the enabling Ordinance.

**R. Documents.** As a material covenant to this Agreement, the Parties shall prepare, complete and deliver all documents that are not prepared at this time, but referenced herein. These documents shall be prepared in a reasonable time after the Effective Date and to the mutual satisfaction of both Parties. The City shall keep copies of all such documents on file and readily available after the completion of the same.

**S. Exhibits.** The following exhibits are attached hereto and incorporated herein:

Exhibit A – Legal Description of the Property;

Exhibit B – Depiction of the Property (Sidwell);

Exhibit C – Construction Escrow Agreement;

Exhibit D – Existing Survey;

Exhibit E – Renovation Project Construction Plans (To Be Attached Within Sixty (60) Days After the Effective Date, Upon Agreement By the Parties)

Exhibit F – List of Civil Site Improvements;

Exhibit G – Timeline

Exhibit H – Civil Site Improvement Construction Plans (To Be Attached Within Sixty (60) Days After the Effective Date, Upon Agreement By the Parties); and

Exhibit I – Depiction of the location on the Drive and Easement (To Be Attached Upon Agreement By Parties)

**[Signature Page Follows]**

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

**6801 WEST CERMAK, LLC, AN  
ILLINOIS LIMITED LIABILITY  
COMPANY**

**CITY OF BERWYN,  
AN ILLINOIS MUNICIPAL  
CORPORATION**

**By: Heidner Properties Inc., an Illinois  
corporation, Its Manager**

By: \_\_\_\_\_  
Robert J. Lovero, Jr., City Mayor

By: \_\_\_\_\_  
**Rick E. Heidner, President**

ATTEST:  
  
\_\_\_\_\_  
Thomas J. Pavlik, City Clerk

Exhibit A – Legal Description

Legal Description

6801-6821 West Cermak Road  
Berwyn, Illinois

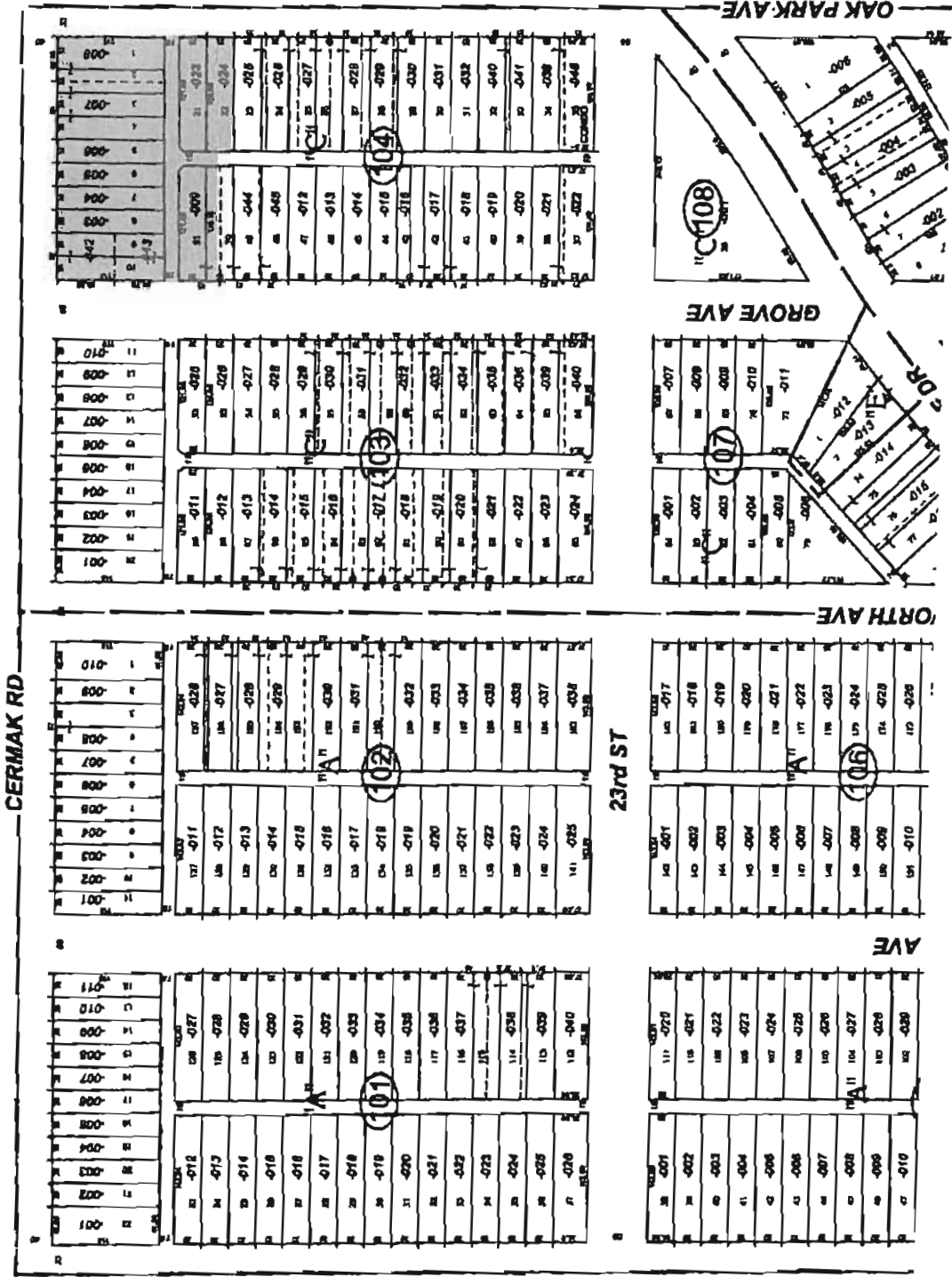
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 21, 22, 51 and the North 1/2 of Lot 50 in Oak Park Avenue and 22<sup>nd</sup> Street Subdivision of that part of Lot 3 in the partition of the West 51.49 acres of the West 1/2 of the Northeast 1/4 and the East 41 acres of the East 1/2 of the Northwest 1/4 of Section 30, Township 39 North, Range 13, lying North of Riverside Parkway, in Cook County, Illinois.

PINs: 16-30-104-003-0000  
16-30-104-004-0000  
16-30-104-005-0000  
16-30-104-006-0000  
16-30-104-007-0000  
16-30-104-008-0000  
16-30-104-009-0000  
16-30-104-023-0000  
16-30-104-024-0000  
16-30-104-042-0000  
16-30-104-043-0000

Exhibit B – Depiction of the Property (Sidwell)

# E 1/2 NW 1/4 SEC 30-39-13 BERWYN

39-13-30D  
16-30



- "A" 22nd ST. LAND ASSOCIATION SUB. in Sec. 30-39-13.
- "B" PARTITION of the W. 51.49 acs. in the W. 1/2 of the N.E. 1/4 and the E. 41 acs. in the E. 1/2 of the N.W. 1/4 of Sec. 30-39-13.
- "C" OAK PARK AVE. & 22nd ST. SUB. (except the street) of the part N. of Riverside Parkway in Partition of the W. 51.49 acs. (see "B").
- "D" RESUB. of Lots 166, 167, & 168 in 22nd St. Land Association Sub. (see "A").
- "E" RESUB. of Lots 72 & 73 in Oak Park Ave. & 22nd St. Sub. (see "C").
- "F" NEPTL & SERBANT'S SUB. in Sec. 30-39-13.
- "G" OAK PARK AVE. & RIVERSIDE PARKWAY SUB., a sub. of the part S. of Riverside Parkway to Blk. 3 in Partition of the W. 51.49 acs. (see "B").
- "H" SUB. of Lots 4 & 5 in Partition of the W. 51.49 acs. (see "B").
- "J" RESUB. of Lots 1 to 21 in Blk. 4 in Callagher & Messner's Remab. (see "K").
- "K" GALLAGHER & MESSNER'S RESUB. of Blks. 1 & 4 of the Sub. of Lots 4 & 5 in Partition of the W. 51.49 acs. of the W. 1/2 of the N.E. 1/4 and the E. 1/2 of the E. 41 acs. of the E. 1/2 of the N.W. 1/4 (see "B"). Rec. May 24, 1916 Doc. 5875007.

CONDOMINIUM: 16-30-104-046  
Park View Condo Association  
Rec. 12/12/2002 Doc. 0021375173

| UNIT       | Unit       | Unit       |
|------------|------------|------------|
| 1-E = 1001 | 1-W = 1003 | G-E = 1005 |
| 2-E = 1002 | 2-W = 1004 | R = 1006   |



**Exhibit C – Construction Escrow Agreement**

# CONSTRUCTION LOAN ESCROW TRUST AND DISBURSING AGREEMENT

Escrow Trust No.:

Commitment and/or Policy No.:

## ARTICLE 1: General Information

**A. Owner/Borrower:**

Name:  
Address:  
  
Contact Person:  
Telephone No.:  
Fax No.:  
Email Address:

**Attorney for Owner/Borrower:**

Name:  
Address:  
  
Contact Person:  
Telephone No.:  
Fax No.:  
Email Address:

**B. Lender:**

Name:  
Address:  
  
Contact Person:  
Telephone No.:  
Fax No.:  
Email :

**Attorney for Lender:**

Name:  
Address:  
  
Contact Person:  
Telephone No.:  
Fax No.:  
Email:

**C. Escrow Trustee: Greater Illinois Title Company, a corporation of Illinois (hereinafter known as Escrow Trustee)**

Name: Melinda Marie Janczur  
Address: 2146 S. Mannheim Road  
Westchester, IL 60154

Email Address: [Melinda.janczur@gltc.com](mailto:Melinda.janczur@gltc.com) or [03construction@gltc.com](mailto:03construction@gltc.com)  
Telephone No.: 708-236-1534 Fax No: 708-449-7086

**D. Title Insurer:**

Name: Greater Illinois Title Company, as agent of Chicago Title Insurance Company (hereinafter known as GITC)  
Address: 120 N. LaSalle, Suite 900  
Chicago, IL 60602

Telephone No.: 312-236-7300

**E. Inspector/Architect:**

Name:  
Address:

Contact Person:  
Telephone No.:  
Fax No.:

**F. General Contractor:**

Name:  
Address:  
Contact Person:

Telephone No:  
Fax No.:  
Email address

**G. Construction Manager:**

Name:  
Address:  
Contact Person:

Telephone No:  
Fax No.:  
Email Address

**H. Project Name:  
Project Description  
Project Location:**

**I. Cash Deposits:**

Amount of Deposits to be made by Lender:  
  
Amount of Deposits, if any, to be made by Owner/Borrower:

**J. Billing Instructions:**

Title and Construction Escrow charges are to be billed to:  
  
Name:  
  
Address:

ARTICLE 2: Recitals

A. Owner/Borrower has executed/will execute a mortgage/trust deed encumbering the premises described as follows:

See Exhibit "A" attached hereto and made a part hereof/Same as those described in GITC Commitment/Policy No.

for the purpose of financing, in whole or in part, the construction of or the rehabilitation of improvements thereon (the Project).

For the benefit of the Lender, GITC has been requested to issue its ALTA Commitment and/or Policy insuring the lien of the mortgage from the consequences of mechanics' liens on an interim basis as construction of the Project progresses; and for the benefit of Lender and Owner/Borrower, Escrow Trustee has been requested to provide a disbursing service as a means to pay for construction and related development costs.

At the request of Owner/Borrower, Lender will make periodic cash deposits into this Trust to be disbursed by Escrow Trustee in accordance with the provisions of this Agreement as hereinafter set forth. Said deposits will not be requested more frequently than once per calendar month. Owner/Borrower may also deposit or cause to be deposited funds not constituting mortgage proceeds into this Trust which said funds shall also be disbursed by Escrow Trustee pursuant to provisions of this Agreement.

Owner/Borrower represents and warrants to Escrow Trustee that at the date of this Agreement, funds available for construction payment are ample to complete the Project.

B. The parties hereto agree that Escrow Trustee will disburse Trust deposits made for construction payment to **SUBCONTRACTOR or GENERAL CONTRACTOR (CIRCLE ONE)**

In the event that the General Contractor and any subcontractor jointly authorize the Escrow Trustee to pay any funds due one to the other, the Escrow Trustee may comply with such authorization. However, it is the intention of the parties named herein and signatory hereto that no person not a party signatory to this escrow shall have the right to look to the Escrow Trustee for any disbursement hereunder under a third party beneficiary theory or otherwise, and that the Escrow Trustee owes no duty to any such third party to make any disbursement.

ARTICLE 3: Requirements

A. Prior to the first disbursement of funds hereunder by Escrow Trustee, the following requirements shall have been satisfied, to wit:

- 1) The Escrow Trustee shall furnish or shall be prepared to furnish to the Lender, as insured, a 2006 ALTA Loan Policy with a mechanics lien exception if no construction contracts have been let prior to the first draw, or a 2006 ALTA Loan Policy, together with GITC Standard Interim Mechanics' Lien Endorsement (Rev. 2010) if construction contracts have been let, and such other endorsements as set forth hereinafter (the Policy). If such policy has issued to Lender prior to Escrow Trustee's first disbursement of funds hereunder, then Escrow Trustee shall furnish or be prepared to furnish GITC Date Down Endorsement 7 and Interim Mechanics Lien Endorsement (Rev. 2010) covering the requested disbursement.
- 2) Other endorsements, if any:
- 3) Owner/Borrower shall furnish Lender and Escrow Trustee a Sworn Owner's Statement disclosing the various contracts entered into by the Owner/Borrower relating to the construction of the Project and setting forth the names of the contractors, their addresses, the kind of service, work or materials to be furnished, the amounts of such contracts, the amounts paid to date, if any, the amounts of current payments, if any, and the balances to become due, if any.
- 4) The Owner/Borrower shall furnish or cause to be furnished Lender and Escrow Trustee a sworn statement disclosing the various contracts entered into by the General Contractor relating to the construction of the Project and setting forth the names of the contractors, their addresses, the kind of service, work or materials to be furnished, the amounts of such contracts, the amounts paid to date, if any, the amounts of current payments, if any, and the balances to become due if any.

LENDER SHALL FURNISH Escrow Trustee the following, to wit:

(a) An approval of the conditions of the title as disclosed by the said commitment.

(b) An approval for loan disbursement purposes of the Owner's Statement and the sworn statement of the General Contractor.

B. Prior to each disbursement of funds by Escrow Trustee hereunder, the Owner/Borrower shall furnish or cause to be furnished to Escrow Trustee the following:

- (1) A current dated Sworn Owner's Statement as described hereinbefore in this Article 3 at A (3);
- (2) A current dated Sworn Statement to Owner by the General Contractor, as described hereinbefore in this Article 3 at A(4), covering its current construction draw request.
- (3) Sufficient funds to cover the current disbursement request.
- (4) Written approval by Owner/Borrower of the payment by Escrow Trustee of the current construction draw(s). Should said approval not be obtained, a subsequent Sworn Owners Statement reflecting the disbursal of the current draw shall constitute written approval by Owner/Borrower of the current draw. In the event that non-construction cost are to be paid by Escrow Trustee with Trust funds, then Owner/Borrower shall provide written directions to Escrow Trustee, approved in writing by Lender, setting forth the names and addresses of the payees, the amounts of the respective payments, and the purpose of the payments, i.e., legal fees, real estate taxes, etc.
- (5) A report by the Inspector or a certification by the Architect certifying that work has been completed and materials are in place as indicated by the current construction draw(s) request approved by the Owner/Borrower.
- (6) Statements, waivers, affidavits, supporting waivers, and releases of lien from such persons and in such form as may be required by GITC for the purpose of providing the title insurance coverage specified in this Agreement covering the current disbursement.

C. At the time of each disbursement by Escrow Trustee, subsequent to the issuance of Policy, Escrow trustee shall furnish, or be prepared to furnish to Lender, GITC Date Down Endorsement 7 and Interim Mechanics' Lien Endorsement (Rev. 2010) covering the current disbursement.

CLTDAGR2

ARTICLE 4: General Conditions

A. At any time prior to the commencement of disbursement of funds hereunder, Escrow Trustee shall have the right to notify Lender that GITC declines any risk offered for insurance under the commitment for title insurance aforesaid. Whereupon Escrow Trustee shall return to the parties any documents and/or funds in Escrow Trustee's possession relating to the Loan.

Where, after the first disbursement of funds by Escrow Trustee, a further title search by GITC reveals a subsequently arising title matter which gives rise to a title exception over which GITC is unwilling to insure, Escrow Trustee will notify the Lender and may discontinue disbursement until the exception has been disposed of to the satisfaction of the Lender.

B. If at any time during the course of construction the total of the unpaid disclosed cost of construction, as indicated by the construction column totals on the current dated Sworn Owner's Statement furnished Escrow Trustee pursuant to this Article 3.B(1), exceeds the amount of undisbursed mortgage proceeds as calculated by subtracting the total amount of liability taken on the endorsements provided for at Article 3C from the face amount of the mortgage, the Escrow Trustee need not make further disbursements under the terms of this Agreement until the Owner/Borrower has deposited in this Escrow Trust the sum necessary to make the available funds equal to the unpaid disclosed cost of construction. Also, if Escrow Trustee discovers a misstatement in an affidavit furnished by General Contractor or Owner/Borrower, or any inconsistency or contradiction between or among any figure in the Owner/Borrower's Statement, or the General Contractor's statement or any subcontractor's statement, Escrow Trustee may stop disbursement until the misstatement has been corrected. Escrow Trustee may, at its option, verify information submitted by the Owner/Borrower and the contractors or may require the Owner/Borrower to furnish or cause to be furnished verification of contractor amounts by subcontractors or material suppliers. Should lender know that the total of the unpaid disclosed cost of construction

exceeds the amount of the undisbursed mortgage proceeds as calculated aforesaid, or learn of discrepancies or inaccuracies in the sworn statements or of services, labor or material being furnished but not reflected on the sworn statements, the lender shall notify Escrow Trustee. Escrow Trustee has no liability hereunder to the Owner/Borrower relating to protection against mechanic's lien claims.

- C. Prior to the final disbursement of the funds hereunder by Escrow Trustee, it is a requirement of this Agreement that GITC be prepared to delete the mechanics lien exception on the issued ALTA Loan Policy covering the date of final disbursement, subject to the usual terms and conditions contained in that form of policy and also subject to exceptions as approved heretofore by Lender, together with the above listed endorsements, if any.

All required documentation must be submitted to Escrow Trustee and approved by GITC prior to the final disbursement of Trust deposits by Escrow Trustee.

- D. The functions and duties assumed by Escrow Trustee include only those described in this Agreement and Escrow Trustee is not obligated to act except in accordance with the terms and conditions of this Agreement. Escrow Trustee does not insure that the building will be completed, nor does it insure that the building, when completed, will be in accordance with plans and specifications, nor that sufficient funds will be available for completion, nor does it make the certifications of the Inspector/Architect its own, nor does it assume any liability for same other than procurement as one of the conditions precedent to each disbursement.

Escrow Trustee has no liability for loss caused by an error in the certification furnished it hereunder as to work in place.

Escrow Trustee shall not be responsible for any loss of documents while such documents are not in its custody. Documents deposited in the United States Mail shall not be construed as being in custody of Escrow Trustee.

In the event of default as declared by the Lender and/or foreclosure of the mortgage by the Lender, Escrow Trustee shall have the right to discontinue further disbursements under this Agreement.

- E. N.B.: Title and construction escrow charges will be billed at the time the first draw request is submitted. Payment is to be made before the second draw request is processed. In the event title and escrow charges are not paid as required, Escrow Trustee may terminate this Agreement upon thirty (30) days' written notice to Borrower and Lender. Title and construction escrow charges have been billed based upon the assumption that the Project will be completed on or before \_\_\_\_\_, 20\_\_ (or two years from the date of this escrow if no date is inserted). Additional title and construction escrow charges shall be due if the Project is not completed by said date.

- F. Owner/Borrower or Lender may direct Escrow Trustee to invest trust deposits; provided, however, that such direction shall be in writing, contain the consent of all other parties to this Escrow Trust, and be accompanied by the taxpayer's identification number and such investment forms as may be required. Escrow Trustee will, upon request, furnish information concerning procedures and fee schedules for investment.

Except as to deposits of funds for which Escrow Trustee has received express written direction concerning investment or other handling, the parties hereto agree that the Escrow Trustee shall be under no duty to invest or reinvest any deposits at any time held by it hereunder; and, further, that Escrow Trustee may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds under Section 2-8 of the Illinois Corporate Fiduciary Act (205 ILCS 620/2-8), and may use any part or all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however nothing herein shall diminish Escrow Trustee's obligation to apply the full amount of the deposits in accordance with the terms of this Agreement.

In the event the Escrow Trustee is requested to invest deposits hereunder, Escrow Trustee is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this escrow trust.

- G.. In the event that the Owner/Borrower has engaged the services of a "Construction Manager" in lieu of a "General Contractor," as noted in Article 1 hereof, then all references contained in this Agreement to "General Contractor" are hereby deleted and "Construction Manager" is hereby substituted therefore. In the event that the Owner/Borrower has engaged the services of both a "Construction Manager" and one or more "General Contractors," as noted in Article 1 hereof, then all references contained in Article 3 of this Agreement to "General Contractor" are hereby deleted and the following is hereby substituted therefore: "Construction Manager" and the "General Contractor(s)." In the event that the Owner/Borrower has not contracted with either a "Construction Manager" or a "General Contractor", the sworn owner's statement shall constitute the sworn general contractor's statement.

- H... The undersigned agree that this Agreement is not intended by any of the undersigned to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower as a third party beneficiary or otherwise under any theory of law.

I. In consideration of Escrow Trustee entering into this agreement, the furnishing of the interim mechanics' lien endorsement to the Lender as required by the terms of this Escrow, and any mechanics lien coverage that may be afforded to subsequent purchasers and lenders on account of the construction of the Project or hold harmless agreements issued for mechanics lien coverage on account of the construction of the Project, Owner/Borrower for himself/itself and for his/its heirs, successors and/or assigns, does hereby indemnify and save Escrow Trustee and Greater Illinois Title Company harmless from any and all losses, costs, damages, expenses and liabilities which Escrow Trustee and/or Greater Illinois Title Company may incur on account of mechanics lien claims or proceedings to enforce the same arising out of the construction of the Project. The Owner/Borrower acknowledges that the service provided under this agreement was requested by the Lender, and that the owner's benefit is the availability of the mechanics lien coverage which may be provided to the Lender or to subsequent purchasers or lenders.

In Witness Whereof, the undersigned have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

Owner/Borrower:

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

Lender:

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

Escrow Trustee: Greater Illinois Title Company

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

(Authorized Signatory)

The undersigned has received and reviewed the foregoing Agreement and acknowledges that \_\_\_\_\_ is neither a party to the said Agreement, nor does that Agreement confer any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Escrow Trustee, Lender, and Owner/Borrower under a third party beneficiary theory or otherwise under any theory of law. It is understood by the parties hereto and by the General Contractor, who executed this agreement to evidence such understanding and not as a party hereto, that Escrow Trustee is authorized to furnish to those persons information it may deem appropriate with regard to the terms at which disbursements might be made to them and what conditions remain unsatisfied when it is not in a position to disburse.

\_\_\_\_\_  
For the General Contractor

\_\_\_\_\_  
For the Construction Manager.

**PERSONAL UNDERTAKING**

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

GIT File No.

Whereas Greater Illinois Title Company, hereinafter referred to as the Agent, is about to issue a Chicago Title and Trust Company insurance policy, hereinafter referred to as the Company, insuring against loss by reason of defects in the title to the premises described as follows:

And whereas, the Agent noted as exceptions to the aforesaid title following actual or supposed rights, interest, liens, claims, encumbrances, or defects in title:

**ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.**

And whereas, the Agent has been requested to issue a Chicago Title and Trust Company title insurance policy as aforesaid, either without the mention of the aforesaid exceptions or insuring against loss by reason thereof and,

Whereas, the Agent may issue either concurrently herewith or hereafter and in the ordinary course of its business another Chicago Title and Trust Company policies or policy in the form or forms now or then commonly used by the Agent and the Company, insuring against loss by reason of defects in the title to said premises or to some part or parts thereof or interest herein, either without mention of the aforesaid exceptions or insuring against loss by reason thereof.

Now therefore, in consideration of the issuance of said title insurance policy aforesaid, the undersigned covenant and agree with the Agent and the Company forever to fully protect, defend, and save harmless the Agent and the Company forever to fully protect, defend, and save harmless the Agent and the Company from and against the above mentioned rights, interest, liens, claims, encumbrances, and defects in the title and each and every of them and against all loss, costs, damages, and attorney fees and expenses of every kind and nature which either may suffer, expend or incur under or by reason, or in the consequence of, said title insurance policy or policies including loss, costs, damages, fees, and expenses incurred in the actions brought to enforce this agreement.

In case the liens, claims, encumbrances, or defects in the title are paid, discharged, satisfied or removed from title to the aforesaid real estate to the satisfaction of the Agent (as to which the Agent shall be the sole judge) then the above obligation shall be null and void.

In witness thereof, this instrument has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

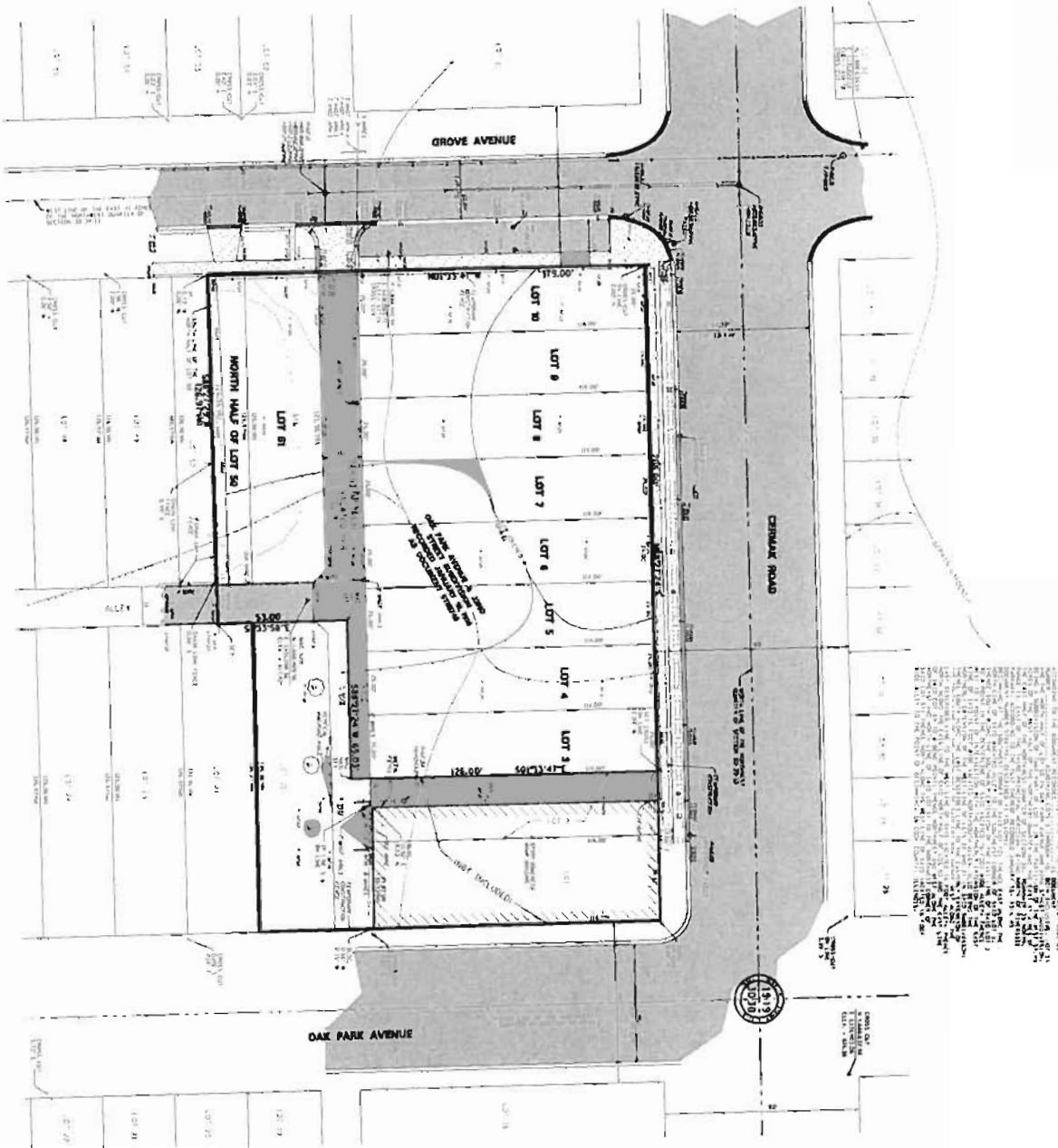
\_\_\_\_\_  
Phone No.

## Exhibit D – Existing Survey



# ALTA /ACSM LAND TITLE SURVEY

## & TOPOGRAPHIC SURVEY



**REMARKS:**  
 THE SURVEY IS BASED ON THE ALTA SURVEY OF THE TRACT OF LAND IN THE CITY OF ALTA, CALIFORNIA, AND THE ACRES SURVEY OF THE TRACT OF LAND IN THE CITY OF ALTA, CALIFORNIA, BOTH OF WHICH ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK OF ALTA COUNTY, CALIFORNIA.

### LEGEND

| Symbol | Description      |
|--------|------------------|
| —      | Survey Boundary  |
| - - -  | Property Line    |
| ...    | Unimproved Land  |
| ○      | Well             |
| ●      | Water            |
| □      | Building         |
| △      | Corner           |
| ×      | Center of Circle |
| +      | Intersection     |



ALTA COUNTY, CALIFORNIA  
 COUNTY CLERK  
 1000 EAST MAIN STREET  
 ALTA, CALIFORNIA 94501

DATE: 11/15/18  
 SURVEYOR: JAMES H. GARDNER  
 PROJECT: ALTA /ACSM LAND TITLE SURVEY

TOTAL AREA: 11.00 AC. ±  
 TOTAL LOTS: 10

FOR REVIEW  
 PURPOSES ONLY

**ALTA PRO INC.**

**CONSULTANTS:**  
 JAMES H. GARDNER  
 SURVEYOR

**DATE:** 11/15/18

**PROJECT:** ALTA /ACSM LAND TITLE SURVEY

**SCALE:** 1" = 20'

**Exhibit E – Renovation Project Construction Plans**

Exhibit F – List of Civil Site Improvements

## Civil Site Improvements

- Construction and installation of a code compliant parking lot with a minimum of 40 onsite parking spaces.
- Construction and installation of a code compliant ingress/egress on Grove Avenue and Oak Park
- Construction and installation of code compliant curb, gutter, sidewalk and utility improvements.
- Construction and installation of a storm water detention system for the entire site.
- Construction and installation of a code compliant landscaping and decorative fencing.
- Construction and installation of a buffer along the southern property line.
- Maintenance of easement.

## Exhibit G – Timeline

## Timeline

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Effective Date: April 10, 2013

Earnest Money: April 16, 2013

Inspection/Due Diligence: June 9, 2013

Items to be produced by June 9, 2013

1. Proof of financing for the project
2. Proof of owner equity
3. Fully approved plans and permits for construction
4. Fully executed lease

Closing: July 9, 2013

Occupancy/Substantial Completion: January 9, 2014

**Exhibit H – Civil Site Improvement Construction Plans**

**Exhibit I – Depiction of the location on the Drive and Easement**



**EXHIBIT C**  
**NOTICE**

## CITY OF BERWYN

### NOTICE OF INTENT TO ENTER INTO A DEVELOPMENT AGREEMENT AND REQUEST FOR ALTERNATE PROPOSALS

PUBLIC NOTICE is hereby given that the City of Berwyn, Illinois (the "City") intends to enter into an agreement (the "Agreement") for the conveyance and redevelopment of the real property located at the address commonly known as the Berwyn National Bank Property, 6801 West Cermak Road, Berwyn, Illinois (the "Property") to 6801 West Cermak, LLC (the "Developer"). Draft copies of the Agreement, which include the terms of the proposed disposition of the Property, are currently on file at City Hall, Office of the City Clerk, 6700 26<sup>th</sup> Street, Berwyn, Illinois.

THE CITY HEREBY INVITES ALTERNATE PROPOSALS FOR THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 6801 WEST CERMAK, BERWYN, ILLINOIS. Please contact the City Clerk to review the applicable redevelopment project and plan, which set forth the City's plan for the redevelopment of the area, and to obtain information regarding the form, if any, required for proposals submitted to the City. Any such proposal should address the City's preference for an end user that will generate substantial sales tax revenue for the City. Although the City will consider all creative proposals for redevelopment of the Property, the Developer's plan represents the City's preferred development plan and the intended guide for redevelopment of the Property. The City will consider alternate proposals received in the Office of the City Clerk by 3:30 P.M. for a period of seven (7) business days after the publication of this notice.

This invitation for alternate proposals shall not create any legal obligations to enter into any contract or other agreement with any party who submits a proposal except on terms and conditions the City, in its sole and absolute discretion, deems to be satisfactory and desirable. The right is reserved by the City to reject any and all proposals.



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



**DEL GALDO LAW GROUP, LLC**

*Attorneys & Counselors*

---

1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Telephone (708) 222-7000 – Facsimile (708) 222-7001  
www.dlglawgroup.com

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**• MEMORANDUM •**

TO: THE HONORABLE CITY MAYOR AND CITY COUNCIL  
CC: THE HONORABLE CITY CLERK  
FROM: JAMES M. VASSELLI, SPECIAL COUNSEL  
DATE: APRIL 10, 2013  
SUBJECT: **CLOSED SESSION RECOMMENDATION**

---

This communication is to recommend that the City Council adopt the recommendations set forth in closed session.

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document.



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



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

Mayor  
**Robert J. Lovero**



City Clerk  
**Thomas J. Pavlik**

H-1

**A CENTURY OF PROGRESS WITH PRIDE**

6700 W 26<sup>th</sup> Street • Berwyn, IL 60402 • Ph: (708) 788-2660 • Fax: (708) 788-2675 • Berwyn-IL.gov

## **Zoning Board of Appeals**

Dominick Castaldo  
Joel Chrastka  
Robert W. Fejt  
Mary Esther Hernandez  
Lance C. Malina  
Don Miller  
Alicia M. Rulz

April 5, 2013

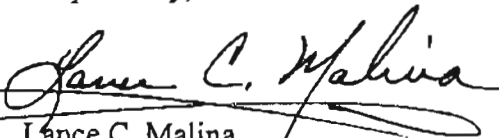
Dear Mayor Lovero and Members of the City Council:

Attached for your consideration are Findings of Fact from the Zoning Board of Appeals relative to a request for a Conditional Use filed by Petitioner Speedy Cash Illinois, Inc. The Petitioner seeks to operate a financial loan office on the first floor of a commercial use building in a retail overlay district within the C-2 General Commercial Zoning District at 6350 W. Cermak. The Property is located in a retail overlay district within the C-2 General Commercial Zoning District, where a financial loan office is a regulated use that, under the circumstances present here, requires a conditional use in order to locate at the Property, pursuant to Section 1258.13 of the Zoning Code of the City of Berwyn ("Zoning Code").

Attached to the Findings of Fact are Exhibits from the Public Hearing, as well as the ZBA packet materials.

**The recommendation of the ZBA in this matter was to DENY the request for a conditional use, on a vote of 6-0.** Because this matter was unanimously recommended for denial by the ZBA, I am not including an Ordinance for your consideration at this time. In order to concur with the recommendation of denial, the Council only needs to approve a motion. If the Council is inclined to approve the request for conditional use after discussion however, I will prepare and send an Ordinance for your consideration.

Respectfully,

  
Lance C. Malina  
Executive Secretary,  
Berwyn Zoning Board of Appeals

Mayor  
Robert J. Lovero



City Clerk  
Thomas J. Pavlik

**A CENTURY OF PROGRESS WITH PRIDE**

6700 W 26<sup>th</sup> Street • Berwyn, IL 60402 • Ph: (708) 788-2660 • Fax: (708) 788-2675 • Berwyn-IL.gov

**Zoning Board of Appeals**

Dominick Castaldo  
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April 5, 2013

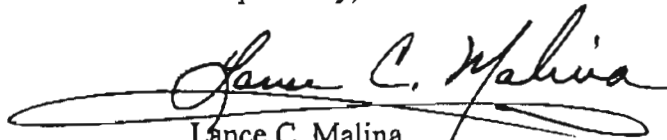
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Attached to the Findings of Fact are Exhibits from the Public Hearing, as well as the ZBA packet materials.

**The recommendation of the ZBA in this matter was to DENY the request for a conditional use, on a vote of 6-0.** Because this matter was unanimously recommended for denial by the ZBA, I am not including an Ordinance for your consideration at this time. In order to concur with the recommendation of denial, the Council only needs to approve a motion. If the Council is inclined to approve the request for conditional use after discussion however, I will prepare and send an Ordinance for your consideration.

Respectfully,

  
Lance C. Malina  
Executive Secretary,  
Berwyn Zoning Board of Appeals



**FINDINGS OF FACT AND RECOMMENDATION OF THE  
CITY OF BERWYN ZONING BOARD OF APPEALS TO  
THE MAYOR AND CITY COUNCIL**

**March 19, 2013**

**APPLICATION:** For a Conditional Use to Allow for a Financial Loan Office In a Retail Overlay District at 6350 W. Cermak Road, Berwyn, Illinois.

**PETITIONER:** Speedy Cash Illinois, Inc.

**PROPERTY OWNER:** Irving Barr Revocable Trust

**PROPERTY:** 6350 W. Cermak Road, Berwyn, Illinois (the "Property")

**SUMMARY OF REQUEST AND RECOMMENDATION:** The City of Berwyn has received a request from Petitioner Speedy Cash Illinois, Inc. ("Petitioner") for a conditional use to operate a financial loan office on the first floor of a commercial use building in a retail overlay district within the C-2 General Commercial Zoning District at 6350 W. Cermak. The Property is located in a retail overlay district within the C-2 General Commercial Zoning District, where a financial loan office is a regulated use that, under the circumstances present here, requires a conditional use in order to locate at the Property, pursuant to Section 1258.13 of the Zoning Code of the City of Berwyn ("Zoning Code").

Following a public hearing held on March 19, 2013, the Zoning Board of Appeals of the City of Berwyn ("ZBA") recommended denial of the requested conditional use on a vote of 6-0.

**BACKGROUND:** The Property is an existing one-story brick and concrete block building that has been vacant for some time. Petitioner proposes to locate and operate a financial loan office/payday loan store within the first floor of the building, either pursuant to a site plan that proposes to occupy 2,146 square feet, or through an alternative design that proposes to use just under 1,000 square feet of the Property.

Staff determined that a conditional use was required pursuant to the retail overlay provisions of the Zoning Code. Petitioner then filed an application requesting that the Zoning Board of Appeals grant a conditional use to allow the proposed use at the Property.

**PUBLIC HEARING:** At the public hearing on Petitioner's conditional use request held on March 19, 2013, representatives of Petitioner described their desire to develop a financial loan/payday loan operation at the Property. Their business involves providing short-term loans to customers. The two loan products offered are unsecured loans and

auto title loans. They described how their loan process works, including loan amounts, timetable for payback, and the amount of time required to process new customers (20-30 minutes). Petitioner noted that they have recently expanded into Illinois. They picked the location in part because there is a population of 100,000 within a three-mile radius and because its high visibility and traffic location were important to their business model. Proposed hours are 8 a.m. to 8 p.m. Monday through Friday, 9 a.m. to 6 p.m. on Saturday, and 10 a.m. to 4 p.m. on Sunday. Petitioner hopes to hire ten (10) people full time. Petitioner provides healthcare coverage, 401k plans and vacation benefits to employees.

A MAI certified appraiser, Syl Kerwin, testified on behalf of Petitioner. His qualifications were submitted and marked as Exhibit C. A copy is attached hereto and made a part hereof. He has physically examined the Property, which is in an established commercial district, as well as nearby uses and other similar uses to the proposed use that are in the area. There is a National Quick Cash 2 blocks to the west, and another 4 blocks to the east. Mr. Kerwin opined that the proposed use was appropriate and that a need for its products exists. The proposed use would provide another choice and competition in the financial loan market, and would be a viable, rent-paying tenant. He further opined that the proposed use would not be detrimental, and would have no adverse influence, in part due to governmental regulation of the financial loan/payday loan industry. He stated the proposed use would be consistent with the City's comprehensive plan, would be a significant improvement, would blend in, would be economically viable (as opposed to the existing vacancy), would be serviced by all necessary utilities, would not generate undue traffic, and would have adequate parking.

A representative of Petitioner described Petitioner's presence in other states and plans for expansion. Petitioner distinguishes itself from its competition through longer hours and payment of loans in cash, compared to competitors who often give checks. Petitioner estimates the proposed location will gross \$2,000,000/year, with traffic of 300 to 400 customers per week. The proposed lease for the Property has a base term of 5 years. The operation will be open 75 hours per week and have approximately 10 employees, including the manager. Petitioner is not publically traded, is closely held, and three of the original founders continue to stay very involved in the company. The proposed use would not generate any sales taxes.

Bernard Russo, on behalf of the property owner, testified that the Property has been vacant since July 1, 2011. His marketing efforts to fill the vacancy have consisted of putting a sign in the window. He has not worked with the Berwyn Development Corporation to place a retail business in the space. Proposed rent will be \$4,500/month. He stated that it is not good for the Property to stay vacant and that an occupancy is better than a vacancy.

Exhibits marked during the course of the Public Hearing included: Exhibit A: the Petitioner's Site Plan dated March 18, 2013 showing a proposed build-out of 2,024 square feet (total sales floor of 1,407 square feet); Exhibit B, the Petitioner's alternative Site Plan dated March 18, 2013 showing a proposed build-out of

1,482 square feet (total sales floor of 918 square feet); Exhibit C, the qualifications of Petitioner's appraiser, Mr. Sylvester J. Kerwin, Jr.; Exhibit D, the appraiser's report concerning the proposed use; and Group Exhibit E, the sign and graphics plans for the proposed use.

The Executive Secretary noted for the record that notice of the public hearing had been published on February 28, 2013, in accordance with the Zoning Code.

There being no further questions or members of the public wishing to speak on the application, the Public Hearing was closed.

The Area Investigator appointed in this matter was ZBA member Mary Esther Hernandez. Ms. Hernandez discussed her investigation and recommended denial of the requested conditional use. She noted that there were already several operations in the immediate area that supplied the same services, including a pawn shop, Quick Cash, and Bank of America. The other members of the ZBA each then in turn expressed their support for recommending against approval of the conditional use.

The ZBA unanimously recommended that the City Council deny the conditional use requested by Petitioner, 6-0.


**FINDINGS:** The ZBA makes the following Findings as to the proposed Conditional Use:

- (A) The proposed use and development at the particular location requested is not necessary or desirable, does not provide a service or a facility which is in the interest of public convenience and will not contribute to the general welfare of the neighborhood or community. The ZBA did not feel that location of this non-retail proposed use at the particular location sought was necessary or desirable. The same or very similar services are already provided in the immediate area.
- (B) The proposed use and development will, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. The proposed use would not benefit the general community and property values in the vicinity by providing a needed service, as the service was duplicative of other uses in the immediate area and would not therefore provide any benefits at the proposed location or move the area in a positive developmental direction. The owner has not actively marketed the Property for retail use.
- (C) The proposed use and development will not be in harmony with the general and specific purposes for which the Zoning Code was enacted, and for which the regulations of the district in question were established, and with the general purpose and intent of the Official Comprehensive Plan. The proposed use, by offering services at the proposed location that are duplicative or substantially similar to others in the area and failing to generate retail sales tax, is not consistent with the goals and purposes of the retail overlay district.

- (D) The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity, but may interfere with the use and development of neighboring property. The use, by offering services that are duplicative or substantially similar to other establishments in the immediate area, will hinder the use and development of this portion of the retail overlay district.
- (E) The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries and schools, or the applicant will provide adequately for the services. The public facilities and services necessary to serve the Petitioner are already in place.
- (F) The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Customers would be spaced throughout the day, minimizing any risk that the use will cause traffic congestion.
- (G) The proposed use and development will be served by parking areas that are of adequate size, properly located and suitably screened from adjoining residential uses.
- (H) The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance. The proposed use will be in an existing vacant building and commercial space.
- (I) The proposed use and development will comply with the regulations and conditions specified in the Zoning Code for the use, and with the stipulations and conditions made a part of the authorization granted by Council.

**RECOMMENDATIONS:** Based upon the foregoing Findings, the ZBA, by a vote of 6-0, recommends to the Mayor and City Council that the conditional use requested by Petitioner Speedy Cash Illinois, Inc. for operation of a financial loan office at the Property at 6350 W. Cermak Road, Berwyn, Illinois, in the retail overlay district within the C-2 General Commercial Zoning District, be denied.

Signed: \_\_\_\_\_

  
Lance C. Malina, Executive Secretary  
Zoning Board of Appeals  
City of Berwyn



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

*I-1*  
The City of Berwyn



Rafael "Ralph" Avila  
7<sup>th</sup> Ward Alderman

**A Century of Progress with Pride**

Date: April 10, 2013

To: Mayor Robert J. Lovero  
Members of City Council

**Re: Berwyn 5k Bungalow Boogie Resolution**

It is my pleasure to present the attached resolution announcing the 1<sup>st</sup> Annual Berwyn 5k Bungalow Boogie. This event will be held on June 29<sup>th</sup> and is being organized by the North Berwyn Park District in collaboration with numerous other community organizations. The goal of the 5k run will be to exhibit Berwyn's beautiful neighborhoods as well as to raise funds for the local school districts.

Please join me in approving this resolution to add the 5k Bungalow Boogie to our list of fabulous events here in Berwyn.

Sincerely,

Ralph Avila  
Alderman

*RA/eks*



A Century of Progress with Pride

## Resolution

**WHEREAS**, the North Berwyn Park district will hold their Berwyn 5K Bungalow Boogie on Saturday, June 29, 2013, beginning at 9:00 a.m.; and

**WHEREAS**, the Berwyn City Council voted to grant permission for the aforesaid activity on Wednesday, April 10, 2013; and

**WHEREAS**, the runners will assemble at 16<sup>th</sup> Street and Wesley Avenue, proceed east to East Avenue, south to Cermak Avenue, east to Riverside Drive, southwest to Home Avenue, north to 14<sup>th</sup> Street, east to Clinton Avenue, south to 16<sup>th</sup> Street where it will end at Wesley Avenue; and

**WHEREAS**, the walkers will assemble at 16<sup>th</sup> Street and Wesley Avenue, proceed east to East Avenue, south to Cermak Avenue, east to Home Avenue, north to 16<sup>th</sup> Street ending at Wesley Avenue; and

**WHEREAS**, the Berwyn Police Department will have officers controlling traffic on the scheduled route with special attention to the major intersections; and

**NOW, THEREFORE**, be it resolved by Mayor Robert J. Lovero and the City Council of Berwyn to grant permission for this event and to extend to all those participating our best wishes for good weather and a successful event.

Entered upon the records of the City of Berwyn this 10<sup>th</sup> day of April 2013.

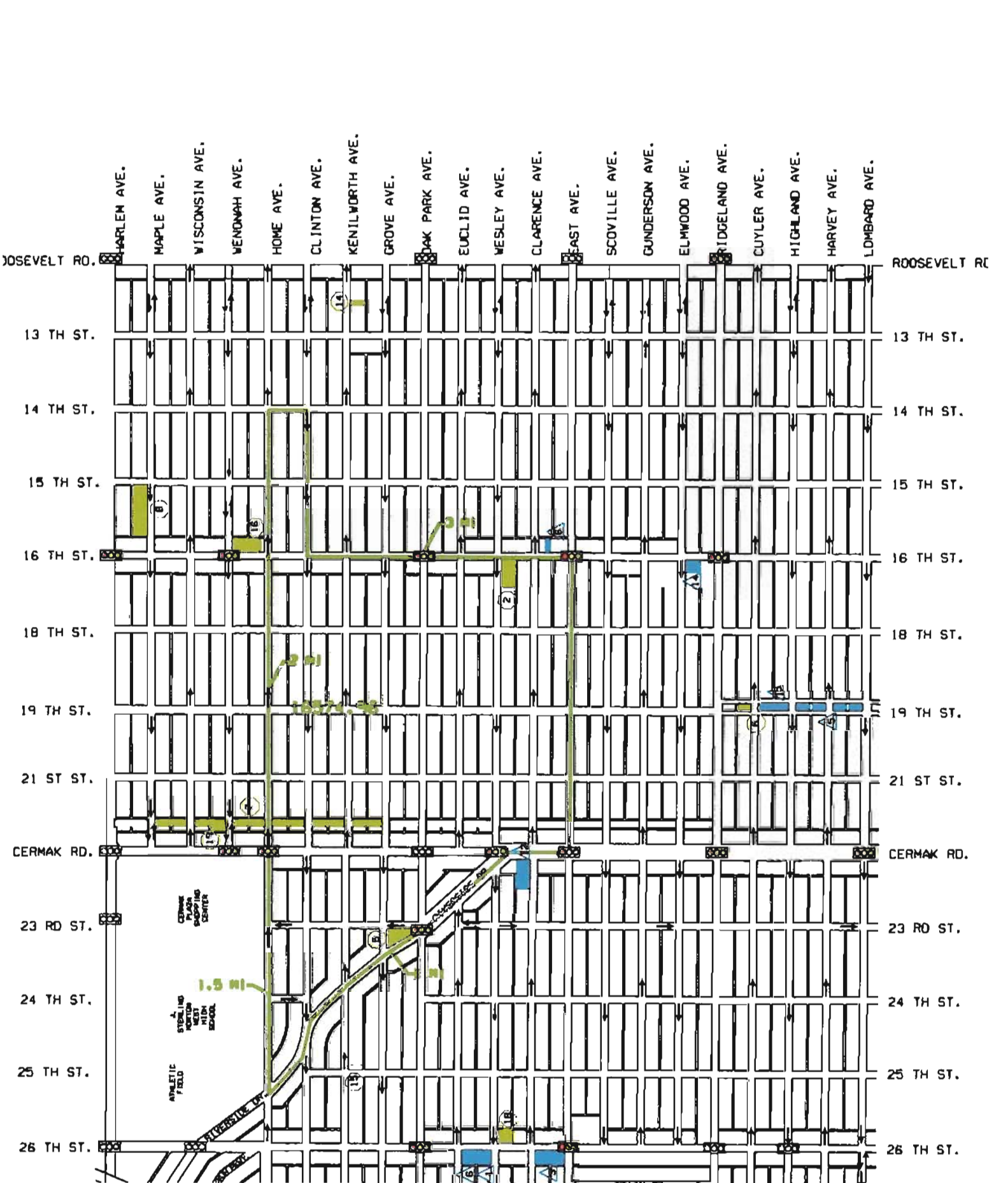
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Robert J. Lovero  
Mayor

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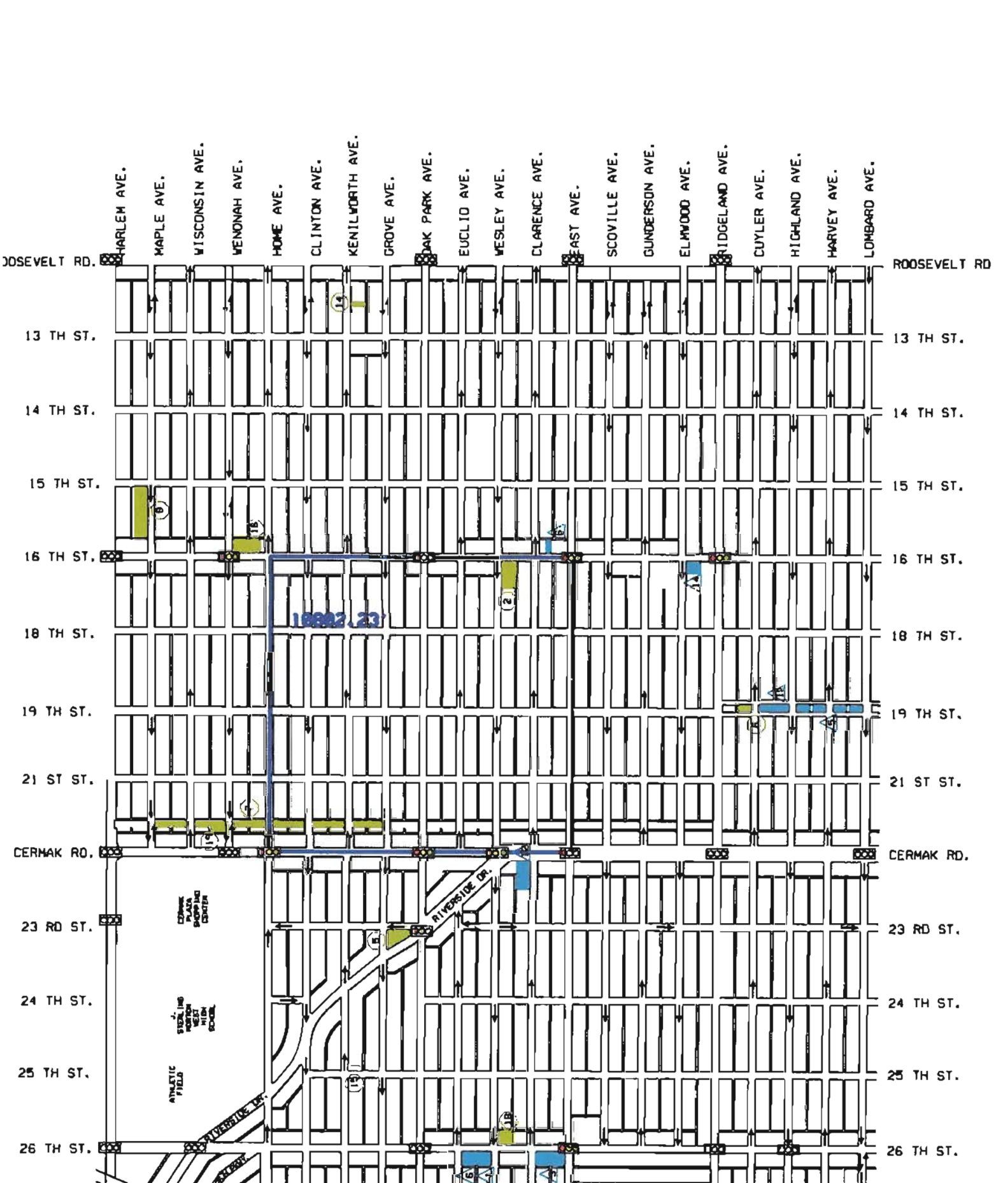
Thomas J. Pavlik  
City Clerk





Runners





WALKERS

The City of Berwyn



Michele D. Skryd  
4<sup>th</sup> Ward Alderman

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6404 Fax: (708) 788-2675  
www.berwyn-il.gov

1-2  
April 7, 2013

Hon. Robert J. Lovero  
Alderman of the Berwyn City Council  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Referral Employee Handbook

Ladies and Gentlemen:

A meeting of the Administration committee was held April 3, 2013 in City Hall Chambers at 5:50 p.m. Committee members, Alderman Paul and Alderman Skryd were in attendance.

The matter discussed was referred to the Administration Committee although it is not reflected on the most current referral list. The Administration Committee has been working on updating the employee manual. The 200 page document reflects content that is relevant to today's municipal workplace. There are items that need reviewed for content by the Mayor, City Administrator and several Department Directors. The Administration Committee will provide a digital and paper draft with our recommendations to the Mayor's office.

It is the recommendation of the committee that the City of Berwyn Personnel Policy Manual be referred to the Mayor's office for final draft and then presented to City Council for adoption. The Administration meeting was adjourned at 6:40 p.m.

Voting Aye: Paul, Skryd

Voting Nay: 0

Absent: Laureto

Respectfully,

*Michele D. Skryd*

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward  
Administration Committee Chair

I-3  
The City of Berwyn



Michele D. Skryd  
4<sup>th</sup> Ward Alderman

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www.berwyn-il.gov

April 7, 2013

Hon. Robert J. Lovero  
Alderman of the Berwyn City Council  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Referral item #14 dated 08/11/09 – Explore Risk Management Pool vs. Self-Insurance Currently Done by City

Ladies and Gentlemen:

A meeting of the Administration committee was held April 3, 2013 in City Hall Chambers at 5:50 p.m. Committee members, Alderman Paul and Alderman Skryd were in attendance.

The matter discussed was referral item # 14 dated 08/1/09 entitled: Explore Risk Management Pool vs. Self-Insurance Currently Done by City. Members reviewed and discussed the communication.

It is the recommendation of the committee that the matter be stricken from the Administration referral list. The Administration meeting was adjourned at 6:40 p.m.

Voting Aye: Paul, Skryd  
Voting Nay: 0  
Absent: Laureto

Respectfully,

*Michele D. Skryd*

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward  
Administration Committee Chair

The City of Berwyn



Michele D. Skryd  
4<sup>th</sup> Ward Alderman

I-4

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April 7, 2013

Hon. Robert J. Lovero  
Alderman of the Berwyn City Council  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Referral item #19 dated 07/08/08 – Employee Conduct

Ladies and Gentlemen:

A meeting of the Administration committee was held April 3, 2013 in City Hall Chambers at 5:50 p.m. Committee members, Alderman Paul and Alderman Skryd were in attendance.

The matter discussed was referral item # 19 dated 07/08/08 entitled: Employee Conduct. Members reviewed and discussed the communication.

It is the recommendation of the committee that the matter be stricken from the Administration referral list since the matted being grieved has been resolved. The Administration meeting was adjourned at 6:40 p.m.

Voting Aye: Paul, Skryd  
Voting Nay: 0  
Absent: Laureto

Respectfully,

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward  
Administration Committee Chair

15  
The City of Berwyn



Michele D. Skryd  
4<sup>th</sup> Ward Alderman

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www.berwyn-il.gov

April 7, 2013

Hon. Robert J. Lovero  
Alderman of the Berwyn City Council  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Referral item #19 dated 06/24/08 – F&P Committee Recommendation Grievance “B”

Ladies and Gentlemen:

A meeting of the Administration committee was held April 3, 2013 in City Hall Chambers at 5:50 p.m. Committee members, Alderman Paul and Alderman Skryd were in attendance.

The matter discussed was referral item # 19 dated 06/24/08 entitled: F & P Committee Recommendation Grievance “B”. Members reviewed and discussed the communication.

It is the recommendation of the committee that the matter be stricken from the Administration referral list since the matter being grieved has been resolved. The Administration meeting was adjourned at 6:40 p.m.

Voting Aye: Paul, Skryd  
Voting Nay: 0  
Absent: Laureto

Respectfully,

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward  
Administration Committee Chair

The City of Berwyn



Michele D. Skryd  
4<sup>th</sup> Ward Alderman

A Century of Progress with Pride

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www.berwyn-il.gov

File  
April 7, 2013

Hon. Robert J. Lovero  
Alderman of the Berwyn City Council  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Referral item #18 dated 06/24/08 – F&P Committee Recommendation Grievance “A”

Ladies and Gentlemen:

A meeting of the Administration committee was held April 3, 2013 in City Hall Chambers at 5:50 p.m. Committee members, Alderman Paul and Alderman Skryd were in attendance.

The matter discussed was referral item # 18 dated 06/24/08 entitled: F & P Committee Recommendation Grievance “A”. Members reviewed and discussed the communication.

It is the recommendation of the committee that the matter be stricken from the Administration referral list since the matter being grieved has been resolved. The Administration meeting was adjourned at 6:40 p.m.

Voting Aye: Paul, Skryd  
Voting Nay: 0  
Absent: Laureto

Respectfully,

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward  
Administration Committee Chair

The City of Berwyn



Michele D. Skryd  
4<sup>th</sup> Ward Alderman

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April 7, 2013

Hon. Robert J. Lovero  
Alderman of the Berwyn City Council  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Referral item #18 dated 01/22/08 – Personnel Matter

Ladies and Gentlemen:

A meeting of the Administration committee was held April 3, 2013 in City Hall Chambers at 5:50 p.m. Committee members, Alderman Paul and Alderman Skryd were in attendance.

The matter discussed was referral item # 18 dated 01/22/08 entitled: Personnel Matter. Members reviewed and discussed the communication.

It is the recommendation of the committee that the matter be stricken from the Administration referral list. The Administration meeting was adjourned at 6:40 p.m.

Voting Aye: Paul, Skryd

Voting Nay: 0

Absent: Laureto

Respectfully,

*Michele D. Skryd*

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward  
Administration Committee Chair

The City of Berwyn



Michele D. Skryd  
4<sup>th</sup> Ward Alderman



A Century of Progress with Pride

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April 7, 2013

Hon. Robert J. Lovero  
Alderman of the Berwyn City Council  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Referral item #13 dated 10/23/07 - Director of Administration

Ladies and Gentlemen:

A meeting of the Administration committee was held April 3, 2013 in City Hall Chambers at 5:50 p.m. Committee members, Alderman Paul and Alderman Skryd were in attendance.

The matter discussed was referral item # 13 dated 10/23/07 entitled: Director of Administration. Members reviewed and discussed the communication.

It is the recommendation of the committee that the matter be stricken from the Administration referral list. The Administration meeting was adjourned at 6:40 p.m.

Voting Aye: Paul, Skryd  
Voting Nay: 0  
Absent: Laureto

Respectfully,

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward  
Administration Committee Chair



The City of Berwyn



Michele D. Skryd  
4<sup>th</sup> Ward Alderman

I-9

A Century of Progress with Pride

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6404 Fax: (708) 788-2675  
www.berwyn-il.gov

April 7, 2013

Hon. Robert J. Lovero  
Alderman of the Berwyn City Council  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Referral item #18 dated 09/25/07 – Aldermanic Expense Accounts

Ladies and Gentlemen:

A meeting of the Administration committee was held April 3, 2013 in City Hall Chambers at 5:50 p.m. Committee members, Alderman Paul and Alderman Skryd were in attendance.

The matter discussed was referral item # 18 dated 09/25/07 entitled: Aldermanic Expense Accounts. Members reviewed and discussed the communication.

It is the recommendation of the committee that the matter be stricken from the referral list as it is no longer applicable. The Administration meeting was adjourned at 6:40 p.m.

Voting Aye: Paul, Skryd  
Voting Nay: 0  
Absent: Laureto

Respectfully,

*Michele D. Skryd*

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward  
Administration Committee Chair

The City of Berwyn



Michele D. Skryd  
4<sup>th</sup> Ward Alderman

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I-10  
April 7, 2013

Hon. Robert J. Lovero  
Alderman of the Berwyn City Council  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

RE: Proposed Parking Super Zone for 2400 and 2500 Blocks of Cuyler and Highland

Ladies and Gentlemen,

Please see attached flier for a parking meeting that was held March 27<sup>th</sup>, 2013. The flier was distributed to all the homes on the blocks listed above. In attendance were 15 residents. The parking on those blocks are impacted by cars from the teachers at Komensky School as well as evening parking being at a premium due to the bars and restaurants on 26<sup>th</sup> Street and events at the Eagles. The residents in attendance signed a petition which I will present to the traffic engineer.

Due to the strain put on residents I am requesting that this matter be referred to the Traffic Engineer Nicole Campbell for applicability of a Super Zone.

Respectfully,

Michele D. Skryd  
Alderman 4<sup>th</sup> Ward

## **Concerns from Parking Meeting March 27, 2013**

### **2400 and 2500 Blocks of Cuyler and Highland Proposed Super Zone**

Pick up drop off children how would that work

Barber/Beauty Shop parking where would that overflow park

Service hours to clean around Komensky

Parking for school visits and pickup

Super Zone if passed then could the residents have 2 parking passes

Brookfield and LaGrange have overnight resident only, others need to be called in why not same system in Berwyn

How many teachers and how many spots

Lack of respect from teachers need to respect the residents

Parking spots around school need to be able to be used by residents as well

New principal needs to understand the issues of the residents

How many teachers are at Komensky why parking everywhere and not in the spots adjacent to the school



Michele D. Skryd  
ALDERMAN FOURTH WARD  
BERWYN, ILLINOIS

**NEIGHBORHOOD PARKING MEETING**

**PLEASE JOIN ALDERMAN MICHELE SKRYD**

**AND**

**ALDERMAN ELECT ROBERT "BOB" FEJT**

**WEDNESDAY MARCH 27<sup>TH</sup>**

**7:00PM**

**TACO Y SALSA RESTAURANT**

**6346 26<sup>TH</sup> STREET**

THE RESIDENTS OF THE 2400 AND 2500 BLOCKS OF CUYLER AND HIGHLAND ARE INVITED TO ATTEND A MEETING REGARDING STREET PARKING. MANY RESIDENTS HAVE BEEN ASKING FOR A SUPER ZONE WHICH ONLY ALLOWS RESIDENTS WITH DESIGNATED PARKING STICKERS TO PARK THEIR VEHICLES ON THE STREETS. THE PARKING AND TRAFFIC ENGINEER NOW REQUIRES THAT THE RESIDENTS SIGN A PETITION TO ALLOW FOR THE SUPER ZONE TO BE ESTABLISHED. PLEASE JOIN US TO VOICE YOUR OPINIONS AND SIGN THE PETITION. WE WILL ALSO INVITE KOMENSKY SCHOOL OFFICIALS TO BE IN ATTENDANCE. IF YOU HAVE ANY QUESTION PLEASE CONTACT ME AT (708) 567-5601.

THANK YOU,

*MICHELE SKRYD*

ALDERMAN 4<sup>TH</sup> WARD

CITY OF BERWYN



## **J. Staff Reports**



**BERWYN POLICE DEPARTMENT**  
*"Serving with Pride"*



Chief of Police  
James D. Ritz

Mayor  
Robert J. Lovero

J-1

April 1, 2013

Hon. Mayor Robert J. Lovero  
Members of the Berwyn City Council  
6700 W. 26<sup>th</sup> St.  
Berwyn, IL 60402

RE: Introduction and Swearing in of Probationary Police Officers

Ladies and Gentlemen:

I respectfully request the City Clerk to swear in the following Probationary Police Officers who have been hired per your approval, from the Berwyn Fire and Police Commission's Eligibility List at the April 10, 2013 City Council meeting:

Jeffery Brenka  
Katie Perez

Respectfully,

James D. Ritz  
Chief of Police

JDR/md

The City of Berwyn



Robert P. Schiller  
Director of Public Works

J-2

A Century of Progress with Pride

April 4, 2013

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

Re: Arbor Day Proclamation.

2013 marks the 26<sup>th</sup> year the City of Berwyn has participated in Arbor Day celebrations as part of the Tree City USA program. Part of this program requires the City of Berwyn to pass the attached resolution proclaiming the last Friday in April the official Arbor Day. This year Arbor Day falls on April 26, 2013. twenty sixth consecutive Tree City USA award.

The City will celebrate its commitment to the urban forest by planting trees throughout the community. Trees to be planted include the addition of native species of hackberry, oaks, Crimson and Ruby Maples.

**Recommended Actions;**

Staff requests approval of the attached Proclamation declaring April 26, 2013 Arbor Day.

Respectfully,

Robert Schiller  
Director of Public Works



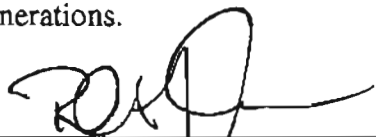
**A Century of Progress with Pride**


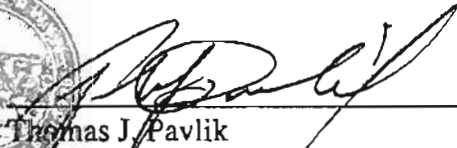
6700 West 26<sup>th</sup> Street Berwyn, Illinois 80402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2875  
www.berwyn-il.gov


**PROCLAMATION**

- WHEREAS,** In 1972, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting of trees, this Holiday, called Arbor Day, was first observed with the planting of More than a million trees in Nebraska and is now celebrated Throughout the world; and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling cost, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and;
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas and beautify our community; and
- WHEREAS,** City of Berwyn has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

**NOW, THEREFORE,** I Robert J. Lovero, Mayor of Berwyn, do hereby proclaim **April 26, 2013** as **ARBOR DAY** in the City of Berwyn and I urge all citizens to support efforts to care for our trees and to support our city's community forestry program and I further urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

  
\_\_\_\_\_  
Robert J. Lovero  
Mayor of the City of Berwyn

  
  
\_\_\_\_\_  
Thomas J. Pavlik  
City Clerk, City of Berwyn

  
\_\_\_\_\_  
Robert Schiller  
Director of Public Works, City of Berwyn



The City of Berwyn



Robert P. Schiller  
Director of Public Works

J-3

A Century of Progress with Pride

Date: April 10, 2013

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

Re: Request to approve the purchase of a 2013 Ford Escape to replace a 2000 Ford Taurus (VIN# 1FAFP5220YG248274) from the Building Department.

Staff is requesting replacement of two 2000 Ford Taurus's from the Building Department with one 2013 Ford Escape front wheel drive vehicle from the Northwest Municipal Conference - a joint municipal purchasing consortium. One of the above mentioned Ford Taurus is recommended to be declared as surplus and sold at the annual West Central Municipal Conference auction scheduled for June 29, 2013. In the last six months, this vehicle has required over \$1500 in repairs.

The second Taurus is recommended to be removed from front line service and be used as a pool vehicle when needed. For example, the pool car can be used by departments that do not have assigned vehicles. The departments can then use this vehicle for transportation to training or meetings. As a result of evaluating the overall fleet needs, both the Building Director and I agree that consolidating the vehicle needs will allow the Building Department to reduce its fleet by one vehicle. Therefore, I am requesting the 2000 Ford Taurus (VIN# 1FAFP5220YG248274) be declared surplus and the second 2000 Ford Taurus (VIN# 1FAFP5225YG248271) be retired as a front line service vehicle to be used as a pool vehicle.

The most cost effective replacement is to purchase a Ford Escape through the State of Illinois CMS State Bid Program. These vehicles are outfitted specifically for municipal use with stronger suspension and transmissions. The cost for the State Bid Escape is a base price of \$18,577, with the addition of Cargo protection mat, rust proofing, etc., the final price is \$18,951. This unit will replace the above mentioned Ford Taurus and is budgeted in the Building Department budget, line item 100-24-5800.

**Recommended Actions;**

Approve the purchase of a 2013 Ford Escape from the Northwest Municipal Conference in the amount of \$18,951 and declare the 2000 Ford Taurus (VIN# 1FAFP5220YG248274) surplus.

Respectfully,

Robert Schiller  
Director of Public Works

The City of Berwyn



Robert Schiller  
Public Works Director

J-4

A Century of Progress with Pride

Date: April 10, 2013

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

**Re: Authorize staff to negotiate a contract for engineering services for Depot Streetscape Design**

Staff from the City of Berwyn and the Berwyn Development Corporation recently completed an exhaustive request for qualifications (RFQ) process to identify qualified civil engineers for various city projects. The main driver behind the RFQ process was for the purpose of selecting an engineering firm to complete the design process from the anticipated streetscape and utility work within Berwyn's Depot District.

While the selection committee identified four highly qualified firms that could likely complete the design phase of the work, only one firm could be selected as the engineer for the project. To that end, after numerous hours of discussions, the RFQ selection committee hereby recommends that the City of Berwyn begin negotiations with Terra Engineering for the project. Terra Engineering was the design and construction engineer for the successful Roosevelt Road Streetscape project. Terra has proven that they have the skill set to work on complicated streetscape projects in mature and densely populated metropolitan areas.

As a member of the RFQ selection committee, I request that the council authorize the City staff to negotiate with Terra Engineering for Depot District Streetscape design and construction engineering services.

Respectfully submitted,

Robert Schiller  
Director, Public Works

RS/eks

The City of Berwyn



Robert P. Schiller  
Director of Public Works

1-5

A Century of Progress with Pride

April 4, 2013

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

Re: 2013 Landscape maintenance and upkeep recommendation to award.

In February, 2012 staff was authorized by City Council to proceed with the Request for Proposals for the 2012 Seasonal Landscape Maintenance for the Cermak Road, Ogden Avenue and Depot Districts. Original bids from four (4) vendors were opened and tabulated on February 14, 2012. The contract was awarded to the low bidder, Hoy Landscaping in the amount of \$33,742. Hoy Landscaping provided satisfactory service over the terms of the contract. Hoy Landscaping has offered to extend the 2012 contract into 2013 without any increase for the previous year. Staff is recommending the extension of the 2012 Landscape Maintenance contract to Hoy Landscaping for landscape maintenance for the Cermak Road, Ogden Avenue and Depot Districts in the amount of \$33,742.

This vendor has a clear understanding of the scope of services required and is committed to providing quality service to the City.

**Recommended Actions;**

Staff recommends extension of the 2012 Landscape Maintenance contract to Hoy Landscaping for the Cermak Road, Ogden Avenue and Depot Districts in the amount of \$33,742.

These contracts are budgeted for in the Public Works Landscape Maintenance account.

Respectfully,

Robert Schiller  
Director of Public Works

The City of Berwyn



Robert P. Schiller  
Director of Public Works

JLB

A Century of Progress with Pride

Date: April 10, 2013

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

Re: Authorization to advertise and hire one staff engineer.

The Public Works Department is requesting authorization to advertise and hire one Public Works Staff Engineer. This position is due to re-structuring of the Public Works Department. Public Works eliminated a secretarial position and created in its place the Staff Engineer position. This position will report to the Traffic Engineer and duties include but are not limited to; data collection, studies, capital improvement plans, project design and construction observation.

This position is budgeted and does not constitute an increase in staffing levels.

**Recommended Actions:**

City Council approves and authorize the Public Works Department to advertise and hire one staff engineer.

Respectfully,

Robert Schiller  
Director of Public Works

The City of Berwyn

J-1



Robert Schiller  
Public Works Director

A Century of Progress with Pride

Date: April 10, 2013

To: Mayor Robert J. Lovero  
Members of City Council

Re: **Engineering Services for Train Station Upgrades – Engineering Solutions Team**

In order to invest the previously mentioned \$392,000 worth of capital dollars on the Harlem and Depot station upgrades, it was necessary to identify an engineering firm to perform design engineering services, bidding assistance and construction engineering services. Engineering Solutions Team has submitted the attached agreement outlining their role in completing these tasks. Staff feels that Engineering Solutions Team is particularly qualified for this project due to their past work on City of Berwyn projects within BNSF right-of-way.

It is anticipated that the proposed cost for engineering services (\$59,500) will be fully covered by grant dollars awarded to the City through the West Suburban Mass Transit District (WSMTD) and Metra.

**Recommendation:**

Staff recommends the approval of the attached agreement to have Engineering Solutions Team provide professional services to the City of Berwyn.

Respectfully submitted,

Evan K. Summers  
Assistant City Administrator



## ***ENGINEERING SOLUTIONS TEAM***

*4925 Forest Ave. Downers Grove Illinois 60515  
630-796-2064 [www.engineeringsolutionsteam.net](http://www.engineeringsolutionsteam.net)*

April 2, 2013

Mr. Evan K Summers  
Assistant City Administrator  
City of Berwyn  
6700 West 26<sup>th</sup> Street  
Berwyn, Illinois 60402-0701

SUBJECT: City of Berwyn – Facility Improvements = 2013  
Harlem Station, Oak Park Station, and Commuter Parking Facility  
Agreement for Engineering Services

Dear Mr. Summers:

I appreciate the time and insight which you shared with me during our meeting of January 25 and our recent phone conversations. We look forward to being of assistance to you and to the City of Berwyn. This agreement for the engineering design services and development of the Contract Documents, managing and assisting the City with the bidding process, and performing the on-site construction engineering services; is submitted based on our discussions.

Per your request, we have developed a proposal and agreement to deliver the complete engineering services for the 2013 facility improvements to the Harlem Station, the Oak Park Station, and the Commuter Parking Facility.

### **The Proposed Project**

Using the WSMTD to support the engineering services, the City will be able to leverage funds totaling \$392,000 allocated by the Federal Government. That money, approved by the Federal Transit Administration, will be used for the following projects at the Berwyn Harlem Station, the Berwyn Oak Park Station, and the Berwyn Commuter Parking Facility.

It is anticipated that these improvements will increase ridership, cut utility costs and will provide additional security for the commuters and the facilities:

- Masonry Work \$ 52,100.
- Roof Rehabilitation \$ 25,470.
- Energy Efficient Lighting Upgrades \$ 193,530.
- Energy Efficient HVAC Upgrades \$ 69,000.
- Security System Package \$ 51,900.

**Scope of Services:**

Engineering Solutions Team [**Engineer**] will provide The City of Berwyn [**Owner**] with the following professional engineering services:

1. Perform the Design Engineering Phase.

The **Engineer** will develop the complete required Contract Documents to be able to put this project out to bid. The complete Contract Documents will include; the general conditions, standard specifications, special provisions, contractor's bid package, and 11"x 18" drawings [if necessary] which would be made into a pdf file and be included into the Contract Documents which would help detail the construction process.

2. Manage the Contractor Bid Process.

The **Engineer** will ensure that the City receives several quality bids from quality contractors. This will be accomplished as follows:

- Make personal phone calls to reliable Contractors.
- Advertise the Project Bid Process in the local newspapers [as required].  
The **Owner** will pay for this advertisement.
- The **Engineer** will organize and present a pre-bid meeting to all perspective bidders. This meeting will be structured to facilitate a more thorough understanding between the **Owner**, the **Engineer**, and all perspective bidders including the successful bidder.
- If an addendum is required, due to the oversights of the **Engineer**, then the preparation of this addendum will be the responsibility of the **Engineer**.

Review the bids and recommend to the City, the Contractor who best meets the need of the City.

If desired; the **Engineer** will be available to present this process and the successful bidder recommendation to the City Council.



3. Deliver the required Construction Engineering Services.

- The **Engineer** will manage the Construction Process. The **Engineer** will ensure that the **Contractor** builds the projects correctly and according to the Plan. The **Engineer** will ensure that the **Contractor** builds the project with the correct equipment and the proper materials. The **Engineer** will ensure that the **Contractor** adheres to the safety regulations and requirements. The **Engineer** will proactively monitor the **Contractor's** schedule. The **Engineer** will proactively monitor the **Contractor's** budgets.
- The **Engineer** will regularly keep the **Owner** informed about the Project. The **Engineer** will distribute daily reports, make phone calls and schedule meetings to ensure that all decision makers are kept aware of the project status. The **Engineer** will be available to City Council, when requested.
- Approve the final project. The **Engineer** will ensure that all required inspections are passed before the complete funds are released to the **Contractor**.
- Assist with the Grant Process. The **Engineer** will ensure that the project moves forward correctly and the required reports are submitted so the **City of Berwyn** realizes the full amount from the WSMT Car Sale Funds Grant.

**Project Schedule:**

This Project Schedule is anticipated as follows:

|   |                |
|---|----------------|
| Notice to Proceed   | Day 1          |
| Design and Development of Contract Documents              | 3 months       |
| Review and Approval by METRA                              | 1 months       |
| Advertise to Contractors                                  | 1 month        |
| Bid Opening and approval of the Successful Bidder         | 1 month        |
| The Construction Project                                  | 5 months       |
| Final Inspections and Approvals                           | <u>1 month</u> |
| Total Anticipated project duration from Notice to Proceed | 12 months      |

**The Total Project Completion Date is set with METRA and Berwyn at April 23, 2014.**



**Owner Responsibility:**

The **Owner** will provide the **Engineer** with:

1. Any existing or available as-built plans or Contract Documents to the Harlem Station, the Oak Park Station and the Commuter Parking Facility.
2. The **Owner's** standard bid package, general conditions, and standard specifications.
3. When the project requires opinion or direction from the **Owner**, the **Owner** will then deliver a reasonable response to the **Engineer** in a reasonable time frame.

**Insurance:**

The **Engineering Solutions Team, Company** carries \$1,000,000.00 of professional liability insurance through the New Hampshire Insurance Company. The **Engineering Solutions Team, Company** also carries general business liability insurance with an aggregate of \$4,000,000.00 with The Hartford. If The **City of Berwyn** would like to be listed as an additional insured for this project; please advise the **Engineering Solutions Team, Company**.

**Engineer's Compensation:**

Based on the above described work, the **Engineer** will be compensated as follows:

|  |   |                   |
|--|---|-------------------|
| Design Engineering Services*                         | = | \$ 27,000.        |
| Bidding Assistance                                   | = | \$ 1,500.         |
| Construction Engineering Services *                  | = | <u>\$ 31,000.</u> |
| <b>Total Not To Exceed Project Engineering Cost:</b> | = | <b>\$ 59,500.</b> |

**Professional Services:**

Engineering Solutions Team will invoice the City of Berwyn for actual time spent on the project and will invoice the City of Berwyn at a rate of \$110./hour

**Direct Costs:**

All necessary and project related mileage will be billed at \$0.55/mile

All other necessary direct expenses will be billed with the actual receipt.

\* Due to the described work tasks for this project, it is not anticipated that construction engineering sampling and testing of materials or that Railroad Protection and Liability Insurance for the **Engineer** is required. However, if construction testing of materials is required or Railroad Protection and Liability Insurance for the **Engineer** are required then this will be handled as a straight direct cost to the City. *This unforeseen cost would be considered beyond the presented total project engineering cost*

**Additional Services:**

Although **Engineering Solutions Team** has the capability and would be pleased to perform the following services, our proposal considers the following listed services as "Additional Services".

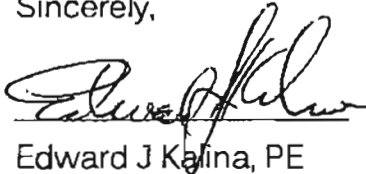
- Similar Engineering Services requested to be provided at different locations other than described in this agreement.
- Different Engineering Services other than described in this agreement requested to be provided at the same locations described in this agreement.

**Understanding:**

I look forward to the opportunity to work with you and the City. If you have further thoughts or questions, please do not hesitate to contact me.

Furthermore; I will ensure that the Said work will be performed as described. This letter is intended to act as our Agreement.

Sincerely,



Edward J Kalina, PE

President, Project Engineer

Cc: Mr. Brian Pabst; City Administrator

I have reviewed this letter, and hereby agree to the terms of this agreement.

---

Mayor Robert J Lovero [signature and date]

City of Berwyn



A Century of Progress with Pride

Date: April 10, 2013

To: Mayor Robert J. Lovero  
Members of City Council

Re: **Fourth Amendment to Commuter Facility Improvement Grant Agreement**

City staff recently informed the City Council that \$392,000 in grant funding will be invested in facility improvements in the BNSF Berwyn Commuter Train Stations at Oak Park Avenue and Harlem Avenue. The improvements include:

- Roof Repairs
- Energy Efficient Lighting Upgrades
- Masonry Rehabilitation
- Security System Installation
- High Efficiency HVAC Upgrades

To implement these improvements, City staff formulated a unique funding mechanism in which the remaining \$26,838.87 from prior cost savings achieved on the Train Station Fence Installation Project would be utilized for engineering expenses required for the train station improvements detailed.

City staff requested and received approval from the West Suburban Mass Transit District for a change in scope of the original grant award as well as an increase of \$33,461.13 in the WSMTD grant award, which increased the WSMT grant award to \$60,300.00. Those funds, along with additional federal grant funding obtained by the City will pay for the entire project, which is a rare accomplishment in the current economic climate.

**Recommendation:**

Staff recommends the approval of the attached amendment to the Commuter Facility Improvement Grant Agreement.

Sincerely,

James Kapsa  
Grants Coordinator

JK/eks

## FOURTH AMENDMENT TO COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT

**THIS AMENDMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, shall amend and modify the Commuter Facility Improvement Grant Agreement entered into on August 23, 2007 ("**Agreement**") by and between the City of Berwyn, an Illinois municipal corporation ("**Municipality**") and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**"). To the extent that a provision or provisions of the Agreement are in conflict with a provision or provisions of this Amendment, the provision or provisions of this Amendment shall take precedence and control. The Municipality and Metra are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**."

### Recitals

A. The Agreement allowed Metra to pass through West Suburban Mass Transit District ("**WSMTD**") funding for installation of fences and engineering, design and construction of a multi-level parking deck in Berwyn, Illinois.

B. The Agreement was amended thereafter by the Parties on November 25, 2008, for installation of fences at Oak Park and Harlem Avenue Stations and identifying the number of commuter spaces to be provided in the parking deck ("**First Amendment**").

C. The Agreement was amended on March 1, 2011, to allow for replacement of the Oak Park Avenue Station fire alarm system and masonry remediation on the Harlem Avenue and Oak Park Avenue Stations ("**Second Amendment**").

D. The Agreement was amended on November 21, 2011 to extend the time that the funds may be used by the Municipality to 72 months ("**Third Amendment**").

E. Municipality has requested and the WSMTD allowed for a change in scope for \$26,838.87, in unspent funds to now be used for engineering and design expenses to support a federal grant for commuter facility improvements awarded to Municipality in 2012 that was restricted to construction only. Also, this Fourth Amendment allows for the extension of the time period that the funds may be used from 72 months to 80 months.

**NOW, THEREFORE**, for and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by the Parties, the Parties agree that the Agreement shall be amended as follows:

1. Part I, Item 2. THE PROJECT is hereby deleted in its entirety and replaced with the following:

(A) Installation of fences ("**Fences**") at Oak Park Avenue and Harlem Avenue, (B) the engineering and design ("**E&D**") and construction of a multi-level parking deck ("the **Parking Facility**") providing at least Three Hundred (300) commuter parking spaces ("**Parking Spaces**") consisting of (i) One Hundred Thirty Nine (139) commuter parking spaces ("**Replacement Spaces**") to replace those commuter parking spaces being converted to city parking as depicted on "**Exhibit A-1**" attached to and made a part of this Amendment, and (ii) One Hundred Sixty One (161) new commuter parking spaces and access thereto in Berwyn, Illinois, (C) "Station Improvements," including but not limited to the replacement of the Oak Park Avenue Station fire alarm system and masonry remediation on the Harlem Avenue and Oak Park Avenue station and (D) E&D for further improvements to the Harlem Street and Oak Park Avenue commuter stations and a commuter parking facility ("**Project**") in accordance with "**Exhibit B**," Approved Project Budget," attached to and made a part of this Agreement. The new facilities will meet the requirements of the Americans with Disabilities Act (**ADA**)."

2. Part I, ITEM 3. AMOUNT OF GRANT hereby amended by adding a new sentence (C) immediately following the sentence entitled (B) as follows:

(C) Unspent funds from this Grant remaining as of the date of execution of the Fourth Amendment, may be used for E&D for improvements to the Harlem Street and Oak Park commuter stations and the Berwyn municipal parking structure located on Grove Avenue, south of the Oak Park Avenue station.

3. Part II, Section 45 of the Agreement, Expenditure of Grant Funds, is hereby amended to change both of the references for the time period for expenditure of grant funds from the previously amended "72 month(s)" to "80 month(s)".

4. Capitalized terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. The remaining terms, covenants, provisions and conditions of the Agreement shall remain in full

force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year first above written.

THE COMMUTER RAIL DIVISION CITY OF BERWYN:  
OF THE REGIONAL  
TRANSPORTATION AUTHORITY:

By: \_\_\_\_\_  
Alexander D. Clifford,  
Executive Director/CEO

By: \_\_\_\_\_  
\_\_\_\_\_  
(please print name and title)



## **K. Consent Agenda**



**The City of Berwyn**



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

K-1

**A Century of Progress with Pride**

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

April 8, 2013

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

SUBJECT: Payroll March 27, 2013

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the April 8, 2013 meeting.

Payroll: March 27, 2013 in the amount of \$1,058,066.70.

Respectfully Submitted,

Nona N. Chapman  
Budget Committee Chairman



**The City of Berwyn**



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

K-2

**A Century of Progress with Pride**

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

April 8, 2013  
Mayor Robert J. Lovero  
Members of the City Council  
City of Berwyn

SUBJECT: Payables April 10, 2013

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the April 10, 2013 meeting.

Total Payables: April 10, 2013 in the amount of \$1,062,365.56.

Respectfully Submitted,

*Nona N. Chapman*

Nona N. Chapman  
Budget Committee Chairman

K-2

CITY of BERWYN

# Payment Register

From Payment Date: 4/6/2012 - To Payment Date: 4/11/2013

| Number            | Date       | Status | Void Reason | Reconciled/<br>Volded Date | Source           | Payee Name                                   | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|-------------------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 01 - General Cash |            |        |             |                            |                  |  |                       |                      |            |
| Check             |            |        |             |                            |                  |  |                       |                      |            |
| 21679             | 03/27/2013 | Open   |             |                            | Accounts Payable | Air One Equipment, Inc.                      | \$1,215.00            |                      |            |
| 21680             | 03/27/2013 | Open   |             |                            | Accounts Payable | Office Equipment Sales                       | \$29.27               |                      |            |
| 21681             | 03/27/2013 | Open   |             |                            | Accounts Payable | Sam's Club / GECRB                           | \$229.75              |                      |            |
| 21682             | 03/27/2013 | Open   |             |                            | Accounts Payable | Sam's Club / GECRB                           | \$499.08              |                      |            |
| 21683             | 04/02/2013 | Open   |             |                            | Accounts Payable | McGrath Lexus of Westmont                    | \$5,193.45            |                      |            |
| 21684             | 04/11/2013 | Open   |             |                            | Accounts Payable | 1st Source America                           | \$625.81              |                      |            |
| 21685             | 04/11/2013 | Open   |             |                            | Accounts Payable | ABC Automotive Electronics                   | \$244.50              |                      |            |
| 21686             | 04/11/2013 | Open   |             |                            | Accounts Payable | ABC Commercial Maintenance Services, Inc.    | \$2,510.00            |                      |            |
| 21687             | 04/11/2013 | Open   |             |                            | Accounts Payable | Adult Reading Round Table                    | \$10.00               |                      |            |
| 21688             | 04/11/2013 | Open   |             |                            | Accounts Payable | AETNA  | \$26,377.23           |                      |            |
| 21689             | 04/11/2013 | Open   |             |                            | Accounts Payable | Alliance Entertainment                       | \$8.99                |                      |            |
| 21690             | 04/11/2013 | Open   |             |                            | Accounts Payable | AmAudit                                      | \$772.88              |                      |            |
| 21691             | 04/11/2013 | Open   |             |                            | Accounts Payable | Amazon.com                                   | \$45.51               |                      |            |
| 21692             | 04/11/2013 | Open   |             |                            | Accounts Payable | American Library Association                 | \$426.00              |                      |            |
| 21693             | 04/11/2013 | Open   |             |                            | Accounts Payable | Applied Controls Inc.                        | \$393.86              |                      |            |
| 21694             | 04/11/2013 | Open   |             |                            | Accounts Payable | Aqua Chill of Chicago # 22                   | \$316.00              |                      |            |
| 21695             | 04/11/2013 | Open   |             |                            | Accounts Payable | Aracell Vargas                               | \$1,475.00            |                      |            |
| 21696             | 04/11/2013 | Open   |             |                            | Accounts Payable | Associated Tire and Battery                  | \$75.00               |                      |            |
| 21697             | 04/11/2013 | Open   |             |                            | Accounts Payable | AT & T                                       | \$588.12              |                      |            |
| 21698             | 04/11/2013 | Open   |             |                            | Accounts Payable | AT & T                                       | \$2,380.23            |                      |            |
| 21699             | 04/11/2013 | Open   |             |                            | Accounts Payable | AT & T                                       | \$18,755.93           |                      |            |
| 21700             | 04/11/2013 | Open   |             |                            | Accounts Payable | AT & T                                       | \$1,659.94            |                      |            |
| 21701             | 04/11/2013 | Open   |             |                            | Accounts Payable | AT&T Long Distance                           | \$2,070.41            |                      |            |
| 21702             | 04/11/2013 | Open   |             |                            | Accounts Payable | AudioGo                                      | \$120.78              |                      |            |
| 21703             | 04/11/2013 | Open   |             |                            | Accounts Payable | Avery's Services                             | \$785.41              |                      |            |
| 21704             | 04/11/2013 | Open   |             |                            | Accounts Payable | AWESOME Pest Service                         | \$755.00              |                      |            |
| 21705             | 04/11/2013 | Open   |             |                            | Accounts Payable | Baker & Taylor Entertainment, Inc.           | \$201.78              |                      |            |
| 21706             | 04/11/2013 | Open   |             |                            | Accounts Payable | Barbara Ziemba                               | \$103.38              |                      |            |
| 21707             | 04/11/2013 | Open   |             |                            | Accounts Payable | Barge Terminal & Trucking                    | \$4,794.92            |                      |            |
| 21708             | 04/11/2013 | Open   |             |                            | Accounts Payable | Bayscan Technologies                         | \$1,086.00            |                      |            |
| 21709             | 04/11/2013 | Open   |             |                            | Accounts Payable | Berwyn Western Plumbing & Heating            | \$228.88              |                      |            |
| 21710             | 04/11/2013 | Open   |             |                            | Accounts Payable | Blackstone Audiobooks                        | \$228.75              |                      |            |
| 21711             | 04/11/2013 | Open   |             |                            | Accounts Payable | Bourbonnais Supply Company, Inc.             | \$439.48              |                      |            |
| 21712             | 04/11/2013 | Open   |             |                            | Accounts Payable | Brian Pabst                                  | \$28.00               |                      |            |
| 21713             | 04/11/2013 | Open   |             |                            | Accounts Payable | Cassidy Tire                                 | \$80.00               |                      |            |
| 21714             | 04/11/2013 | Open   |             |                            | Accounts Payable | CDW Government, Inc.                         | \$451.87              |                      |            |
| 21715             | 04/11/2013 | Open   |             |                            | Accounts Payable | Chicago Badge Company                        | \$62.44               |                      |            |
| 21716             | 04/11/2013 | Open   |             |                            | Accounts Payable | Chicago Office Technology Group              | \$1,677.92            |                      |            |
| 21717             | 04/11/2013 | Open   |             |                            | Accounts Payable | Chromate Corporation                         | \$583.67              |                      |            |
| 21718             | 04/11/2013 | Open   |             |                            | Accounts Payable | Citadel                                      | \$90.00               |                      |            |
| 21719             | 04/11/2013 | Open   |             |                            | Accounts Payable | Comcast Cable                                | \$99.33               |                      |            |
| 21720             | 04/11/2013 | Open   |             |                            | Accounts Payable | ComEd  | \$514.63              |                      |            |
| 21721             | 04/11/2013 | Open   |             |                            | Accounts Payable | ComEd  | \$18,286.16           |                      |            |
| 21722             | 04/11/2013 | Open   |             |                            | Accounts Payable | Communication Revolving Fund                 | \$498.55              |                      |            |
| 21723             | 04/11/2013 | Open   |             |                            | Accounts Payable | Constellation New Energy, Inc.               | \$5,583.94            |                      |            |
| 21724             | 04/11/2013 | Open   |             |                            | Accounts Payable | Crime Analysis of Illinois Association, Inc. | \$70.00               |                      |            |

# Payment Register

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| Number | Date       | Status | Void Reason | Reconciled/<br>Voided Date | Source           | Payee Name                                   | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 21725  | 04/11/2013 | Open   |             |                            | Accounts Payable | David Martinovich                            | \$2,178.00            |                      |            |
| 21726  | 04/11/2013 | Open   |             |                            | Accounts Payable | DEECE AUTOMOTIVE                             | \$1,292.40            |                      |            |
| 21727  | 04/11/2013 | Open   |             |                            | Accounts Payable | Diamond Graphics, Inc.                       | \$3,394.00            |                      |            |
| 21728  | 04/11/2013 | Open   |             |                            | Accounts Payable | Don Morris Architects, PC                    | \$14,595.23           |                      |            |
| 21729  | 04/11/2013 | Open   |             |                            | Accounts Payable | EBSCO  | \$8.35                |                      |            |
| 21730  | 04/11/2013 | Open   |             |                            | Accounts Payable | Edmark Visual                                | \$208.76              |                      |            |
| 21731  | 04/11/2013 | Open   |             |                            | Accounts Payable | eDol   | \$2,154.96            |                      |            |
| 21732  | 04/11/2013 | Open   |             |                            | Accounts Payable | Emergency Vehicle Technologies               | \$1,529.80            |                      |            |
| 21733  | 04/11/2013 | Open   |             |                            | Accounts Payable | Enterprise Rent-a-Car                        | \$115.98              |                      |            |
| 21734  | 04/11/2013 | Open   |             |                            | Accounts Payable | Federal Express Corporation                  | \$321.38              |                      |            |
| 21735  | 04/11/2013 | Open   |             |                            | Accounts Payable | Felco Vending, Inc.                          | \$47.50               |                      |            |
| 21736  | 04/11/2013 | Open   |             |                            | Accounts Payable | Fire Safety Consultants, Inc.                | \$1,560.00            |                      |            |
| 21737  | 04/11/2013 | Open   |             |                            | Accounts Payable | Fort Dearborn Life Insurance<br>Company      | \$5,760.71            |                      |            |
| 21738  | 04/11/2013 | Open   |             |                            | Accounts Payable | Fox Valley Technical College                 | \$250.00              |                      |            |
| 21739  | 04/11/2013 | Open   |             |                            | Accounts Payable | Fox Valley Technical College                 | \$250.00              |                      |            |
| 21740  | 04/11/2013 | Open   |             |                            | Accounts Payable | Fox Valley Technical College                 | \$250.00              |                      |            |
| 21741  | 04/11/2013 | Open   |             |                            | Accounts Payable | Frank Novolny & Associates                   | \$18,598.90           |                      |            |
| 21742  | 04/11/2013 | Open   |             |                            | Accounts Payable | Freeway Ford Truck Sales, Inc.               | \$4,509.19            |                      |            |
| 21743  | 04/11/2013 | Open   |             |                            | Accounts Payable | Fulmer Locksmith Service, Inc.               | \$5.00                |                      |            |
| 21744  | 04/11/2013 | Open   |             |                            | Accounts Payable | GALE   | \$870.28              |                      |            |
| 21745  | 04/11/2013 | Open   |             |                            | Accounts Payable | GATE America, Inc.                           | \$625.00              |                      |            |
| 21746  | 04/11/2013 | Open   |             |                            | Accounts Payable | Grainger                                     | \$11.33               |                      |            |
| 21747  | 04/11/2013 | Open   |             |                            | Accounts Payable | H & R Johnson Bros., Inc.                    | \$26.50               |                      |            |
| 21748  | 04/11/2013 | Open   |             |                            | Accounts Payable | H-O-H Chemicals, Inc.                        | \$5,400.00            |                      |            |
| 21749  | 04/11/2013 | Open   |             |                            | Accounts Payable | H. J. Mohr & Sons Company                    | \$1,627.15            |                      |            |
| 21750  | 04/11/2013 | Open   |             |                            | Accounts Payable | Hansen Door                                  | \$355.75              |                      |            |
| 21751  | 04/11/2013 | Open   |             |                            | Accounts Payable | HD Supply Waterworks, LTD                    | \$7,018.59            |                      |            |
| 21752  | 04/11/2013 | Open   |             |                            | Accounts Payable | Health Care Service Corporation              | \$628,712.05          |                      |            |
| 21753  | 04/11/2013 | Open   |             |                            | Accounts Payable | Hearland Consultants, Inc.                   | \$243.25              |                      |            |
| 21754  | 04/11/2013 | Open   |             |                            | Accounts Payable | High PSI, LTD                                | \$334.60              |                      |            |
| 21755  | 04/11/2013 | Open   |             |                            | Accounts Payable | Home Depot Credit Services                   | \$224.76              |                      |            |
| 21756  | 04/11/2013 | Open   |             |                            | Accounts Payable | IACLEIA Inc.                                 | \$50.00               |                      |            |
| 21757  | 04/11/2013 | Open   |             |                            | Accounts Payable | IACLEIA Inc.                                 | \$50.00               |                      |            |
| 21758  | 04/11/2013 | Open   |             |                            | Accounts Payable | Illinois Paper & Copier Company              | \$146.73              |                      |            |
| 21759  | 04/11/2013 | Open   |             |                            | Accounts Payable | Industrial Organizational<br>Solutions, Inc. | \$345.00              |                      |            |
| 21760  | 04/11/2013 | Open   |             |                            | Accounts Payable | Ingram Library Services                      | \$2,675.32            |                      |            |
| 21761  | 04/11/2013 | Open   |             |                            | Accounts Payable | Jack Phelan                                  | \$31.76               |                      |            |
| 21762  | 04/11/2013 | Open   |             |                            | Accounts Payable | Jack's Rental, Inc.                          | \$1,665.81            |                      |            |
| 21763  | 04/11/2013 | Open   |             |                            | Accounts Payable | James McDonnell                              | \$23.00               |                      |            |
| 21764  | 04/11/2013 | Open   |             |                            | Accounts Payable | James Tadrowski                              | \$3,366.00            |                      |            |
| 21765  | 04/11/2013 | Open   |             |                            | Accounts Payable | Jennifer Mazur-Sillo                         | \$30.00               |                      |            |
| 21766  | 04/11/2013 | Open   |             |                            | Accounts Payable | JNC Consulting, Inc.                         | \$1,000.00            |                      |            |
| 21767  | 04/11/2013 | Open   |             |                            | Accounts Payable | John Tarullo                                 | \$3,830.00            |                      |            |
| 21768  | 04/11/2013 | Open   |             |                            | Accounts Payable | Key Government Finance, Inc.                 | \$56,012.58           |                      |            |
| 21769  | 04/11/2013 | Open   |             |                            | Accounts Payable | Klein, Thorpe and Jenkins, LTD.              | \$2,906.00            |                      |            |
| 21770  | 04/11/2013 | Open   |             |                            | Accounts Payable | Kustom Signals, Inc.                         | \$337.47              |                      |            |
| 21771  | 04/11/2013 | Open   |             |                            | Accounts Payable | Lawndale News                                | \$369.04              |                      |            |
| 21772  | 04/11/2013 | Open   |             |                            | Accounts Payable | M. K. Sports                                 | \$1,456.00            |                      |            |

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|--------|------------|--------|-------------|----------------------------|------------------|------------------------------------|-----------------------|----------------------|------------|
| 21773  | 04/11/2013 | Open   |             |                            | Accounts Payable | McCann industries, Inc.            | \$3,689.14            |                      |            |
| 21774  | 04/11/2013 | Open   |             |                            | Accounts Payable | McGuire's II, LLC                  | \$221.50              |                      |            |
| 21775  | 04/11/2013 | Open   |             |                            | Accounts Payable | Meijer                             | \$42,392.15           |                      |            |
| 21776  | 04/11/2013 | Open   |             |                            | Accounts Payable | Menards                            | \$12.43               |                      |            |
| 21777  | 04/11/2013 | Open   |             |                            | Accounts Payable | Menards                            | \$707.66              |                      |            |
| 21778  | 04/11/2013 | Open   |             |                            | Accounts Payable | Menards                            | \$84.79               |                      |            |
| 21779  | 04/11/2013 | Open   |             |                            | Accounts Payable | MES - Illinois                     | \$55.30               |                      |            |
| 21780  | 04/11/2013 | Open   |             |                            | Accounts Payable | Metro Power, Inc.                  | \$2,200.00            |                      |            |
| 21781  | 04/11/2013 | Open   |             |                            | Accounts Payable | Metro Staffing                     | \$973.51              |                      |            |
| 21782  | 04/11/2013 | Open   |             |                            | Accounts Payable | Micro Center AVR                   | \$76.98               |                      |            |
| 21783  | 04/11/2013 | Open   |             |                            | Accounts Payable | Mid City Plumbing                  | \$500.00              |                      |            |
| 21784  | 04/11/2013 | Open   |             |                            | Accounts Payable | Midas Auto Service Experts         | \$152.96              |                      |            |
| 21785  | 04/11/2013 | Open   |             |                            | Accounts Payable | Midwest Tape                       | \$309.83              |                      |            |
| 21786  | 04/11/2013 | Open   |             |                            | Accounts Payable | Mike & Sons                        | \$4,669.64            |                      |            |
| 21787  | 04/11/2013 | Open   |             |                            | Accounts Payable | Monroe Truck Equipment, Inc.       | \$3,737.10            |                      |            |
| 21788  | 04/11/2013 | Open   |             |                            | Accounts Payable | MRA                                | \$22,226.63           |                      |            |
| 21789  | 04/11/2013 | Open   |             |                            | Accounts Payable | MSPRC                              | \$300.04              |                      |            |
| 21790  | 04/11/2013 | Open   |             |                            | Accounts Payable | NAEIR                              | \$135.00              |                      |            |
| 21791  | 04/11/2013 | Open   |             |                            | Accounts Payable | Office Depot                       | \$89.88               |                      |            |
| 21792  | 04/11/2013 | Open   |             |                            | Accounts Payable | Office Equipment Sales             | \$1,607.68            |                      |            |
| 21793  | 04/11/2013 | Open   |             |                            | Accounts Payable | Oyden Carwash                      | \$27.50               |                      |            |
| 21794  | 04/11/2013 | Open   |             |                            | Accounts Payable | P.F. Petibone                      | \$388.80              |                      |            |
| 21795  | 04/11/2013 | Open   |             |                            | Accounts Payable | PACÉ Vanpool                       | \$400.00              |                      |            |
| 21796  | 04/11/2013 | Open   |             |                            | Accounts Payable | Paradise Hotel                     | \$217.28              |                      |            |
| 21797  | 04/11/2013 | Open   |             |                            | Accounts Payable | Patrick N. Murray                  | \$1,925.00            |                      |            |
| 21798  | 04/11/2013 | Open   |             |                            | Accounts Payable | Personalized Awards                | \$158.52              |                      |            |
| 21799  | 04/11/2013 | Open   |             |                            | Accounts Payable | PHS Locksmith                      | \$115.00              |                      |            |
| 21800  | 04/11/2013 | Open   |             |                            | Accounts Payable | Professional Pest Control, Inc.    | \$65.00               |                      |            |
| 21801  | 04/11/2013 | Open   |             |                            | Accounts Payable | Pyramid Land Surveyors Inc.        | \$1,700.00            |                      |            |
| 21802  | 04/11/2013 | Open   |             |                            | Accounts Payable | R.D.V. Electric, Inc.              | \$665.00              |                      |            |
| 21803  | 04/11/2013 | Open   |             |                            | Accounts Payable | Recorded Books, LLC                | \$1,240.16            |                      |            |
| 21804  | 04/11/2013 | Open   |             |                            | Accounts Payable | Reliable Materials                 | \$2,944.00            |                      |            |
| 21805  | 04/11/2013 | Open   |             |                            | Accounts Payable | Romeoville Fire Academy            | \$660.00              |                      |            |
| 21806  | 04/11/2013 | Open   |             |                            | Accounts Payable | Roscoe Company                     | \$505.06              |                      |            |
| 21807  | 04/11/2013 | Open   |             |                            | Accounts Payable | Sam's Club / GEGRB                 | \$267.30              |                      |            |
| 21808  | 04/11/2013 | Open   |             |                            | Accounts Payable | Sam's Club / GEGRB                 | \$265.67              |                      |            |
| 21809  | 04/11/2013 | Open   |             |                            | Accounts Payable | Santo Sport Store                  | \$1,693.50            |                      |            |
| 21810  | 04/11/2013 | Open   |             |                            | Accounts Payable | Sentimental Productions            | \$90.00               |                      |            |
| 21811  | 04/11/2013 | Open   |             |                            | Accounts Payable | Showcases                          | \$304.40              |                      |            |
| 21812  | 04/11/2013 | Open   |             |                            | Accounts Payable | Simpex Grinnell                    | \$2,378.75            |                      |            |
| 21813  | 04/11/2013 | Open   |             |                            | Accounts Payable | Sprint                             | \$1,218.35            |                      |            |
| 21814  | 04/11/2013 | Open   |             |                            | Accounts Payable | Standard Equipment Company         | \$1,868.07            |                      |            |
| 21815  | 04/11/2013 | Open   |             |                            | Accounts Payable | Staples Advantage                  | \$297.31              |                      |            |
| 21816  | 04/11/2013 | Open   |             |                            | Accounts Payable | Strictly Sewers                    | \$10,200.00           |                      |            |
| 21817  | 04/11/2013 | Open   |             |                            | Accounts Payable | Suburban Door Check & Lock Service | \$159.03              |                      |            |
| 21818  | 04/11/2013 | Open   |             |                            | Accounts Payable | Suburban Laboratories, Inc.        | \$525.00              |                      |            |
| 21819  | 04/11/2013 | Open   |             |                            | Accounts Payable | Suburban Life Publications         | \$69.00               |                      |            |
| 21820  | 04/11/2013 | Open   |             |                            | Accounts Payable | Swank Motion Picture, Inc.         | \$963.00              |                      |            |
| 21821  | 04/11/2013 | Open   |             |                            | Accounts Payable | SWF Products                       | \$388.80              |                      |            |
| 21822  | 04/11/2013 | Open   |             |                            | Accounts Payable | Tabacco & More                     | \$50.00               |                      |            |

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| Number                   | Date       | Status | Void Reason | Reconciled/<br>Voided Date | Source           | Payee Name                          | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------------------------|------------|--------|-------------|----------------------------|------------------|-------------------------------------|-----------------------|----------------------|------------|
| 21823                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Tazman Construction                 | \$1,155.00            |                      |            |
| 21824                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Tele-Tron Ace Hardware              | \$57.04               |                      |            |
| 21825                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Tele-Tron Ace Hardware              | \$132.62              |                      |            |
| 21826                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Tele-Tron Ace Hardware              | \$637.52              |                      |            |
| 21827                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Terminal Supply Co.                 | \$277.87              |                      |            |
| 21828                    | 04/11/2013 | Open   |             |                            | Accounts Payable | The Library Store                   | \$28.22               |                      |            |
| 21829                    | 04/11/2013 | Open   |             |                            | Accounts Payable | The National Arbor Day Foundation   | \$15.00               |                      |            |
| 21830                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Thomas J. Pavlik                    | \$43.20               |                      |            |
| 21831                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Thomson West                        | \$29.40               |                      |            |
| 21832                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Traffic Control & Protection, Inc.  | \$8,676.77            |                      |            |
| 21833                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Tyco Intergrated Security LLC       | \$464.42              |                      |            |
| 21834                    | 04/11/2013 | Open   |             |                            | Accounts Payable | U.S. Cellular                       | \$144.98              |                      |            |
| 21835                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Unique Plumbing                     | \$53,743.66           |                      |            |
| 21836                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Upstart, Inc.                       | \$767.20              |                      |            |
| 21837                    | 04/11/2013 | Open   |             |                            | Accounts Payable | US Healthworks Med Group of Ill, PC | \$285.00              |                      |            |
| 21838                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Verizon Wireless                    | \$76.02               |                      |            |
| 21839                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Wholesale Direct, Inc.              | \$107.73              |                      |            |
| 21840                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Willowbrook Ford / Kia              | \$100.00              |                      |            |
| 21841                    | 04/11/2013 | Open   |             |                            | Accounts Payable | WSSRA                               | \$150.00              |                      |            |
| 21842                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Yahoo! Custodian of Records         | \$40.46               |                      |            |
| 21843                    | 04/11/2013 | Open   |             |                            | Accounts Payable | Zee Medical, Inc.                   | \$64.75               |                      |            |
| Type Check Totals:       |            |        |             |                            |                  |                                     | \$1,062,365.56        |                      |            |
| 01 - General Cash Totals |            |        |             |                            |                  |                                     | \$1,062,365.56        |                      |            |

| Checks | Status     | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
|        | Open       | 165   | \$1,062,365.56     | \$0.00            |
|        | Reconciled | 0     | \$0.00             | \$0.00            |
|        | Voided     | 0     | \$0.00             | \$0.00            |
|        | Stopped    | 0     | \$0.00             | \$0.00            |
|        | Total      | 165   | \$1,062,365.56     | \$0.00            |

| All | Status     | Count | Transaction Amount | Reconciled Amount |
|-----|------------|-------|--------------------|-------------------|
|     | Open       | 165   | \$1,062,365.56     | \$0.00            |
|     | Reconciled | 0     | \$0.00             | \$0.00            |
|     | Voided     | 0     | \$0.00             | \$0.00            |
|     | Stopped    | 0     | \$0.00             | \$0.00            |
|     | Total      | 165   | \$1,062,365.56     | \$0.00            |

| Checks | Status     | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
|        | Open       | 185   | \$1,062,365.56     | \$0.00            |
|        | Reconciled | 0     | \$0.00             | \$0.00            |
|        | Voided     | 0     | \$0.00             | \$0.00            |
|        | Stopped    | 0     | \$0.00             | \$0.00            |
|        | Total      | 185   | \$1,062,365.56     | \$0.00            |

| All | Status     | Count | Transaction Amount | Reconciled Amount |
|-----|------------|-------|--------------------|-------------------|
|     | Open       | 185   | \$1,062,365.56     | \$0.00            |
|     | Reconciled | 0     | \$0.00             | \$0.00            |
|     | Voided     | 0     | \$0.00             | \$0.00            |
|     | Stopped    | 0     | \$0.00             | \$0.00            |
|     | Total      | 185   | \$1,062,365.56     | \$0.00            |

Grand Totals:

K-3

Robert J. Lovero  
Mayor



Collections and  
Licensing

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

March 31, 2013

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 March 2013. Included are; storefronts, phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending as well as businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Ricardo Macedo  
For Dave Jelonek  
Finance Director

**BERWYN BUSINESSES - LICENSED IN J/MARCH 2013 (STORE FRONTS)**

| <b><u>NAME</u></b>           | <b><u>ADDRESS</u></b> | <b><u>CORP. NAME AND/OR OWNERS NAME</u></b> | <b><u>COMMENTS</u></b> |
|------------------------------|-----------------------|---|------------------------|
| Cermak Children's Clinic     | 6917 W. Cermak Rd.    | George T. Amapallor                         | Clinic                 |
| Safelite Auto Glass          | 6538-40 W. Ogden Ave. | Hector Perez                                | Auto Glass Installer   |
| Candyland's Sweet Shoppe     | 6303 Roosevelt Rd.    | Arthur Gage                                 | Candy shop             |
| Labor Power Inc.             | 6810 W. 26th St.      | James vecchio                               |                        |
| Mobil food & Gas             | 6347 W. Roosevelt rd. | Nick  | Gas Station            |
| Preferred Staffing Solutions | 7005 W. Roosevelt     | Mike Carocci                                | staff agency           |
| Studio D.G.                  | 3100 S. Oak Park      | Dallia Garcia                               | Studio                 |
| TLM & Assoc.                 | 6813 W. Roosevelt Rd. | Tanyea Curry                                |                        |
| Help Hospitalized            | 6243 W. 26th St.      | Rose Schmidt                                |                        |
| Tire Shop Santoyo            | 6231-35 W. 26th St.   | Francisco santoyo                           | Tire Shop              |
| Still & Motion Media         | 6823 W. Stanley Ave.  | David Hernandez                             | Photo Studio           |

## BUSINESS LICENSES ISSUED FOR MARCH 2013 OUT OF TOWN CONTRACTORS

| <u>NAME</u>                  | <u>ADDRESS</u>   | <u>CORP. NAME AND/OR OWNERS NAME</u> | <u>COMMENTS</u> |
|------------------------------|------------------|--------------------------------------|-----------------|
| AG MECHANICAL SERVICES INC.  | FRANKLIN PK. IL  | SAME                                 | HVAC            |
| IGOR V. SOLOVYOFF            | DEERFIELD IL.    | SAME                                 | PLUMBING        |
| ALMA CONCRETE CORP.          | MAYWOOD IL.      | SAME                                 | CEMENT          |
| TEMP CONTROL                 | CICERO IL.       | NICHOLAS HERNANDEZ                   | HVAC            |
| IRA CONST. & DEVELOPMENT     | PALATINE IL.     | SAME                                 | ROOFING         |
| LISTER PLUMBING              | ELMWOOD PARK IL. | SAME                                 | PLUMBING        |
| PNA ELECTRICAL SERVICES INC. | CREST HILL IL.   | SAME                                 | ELECTRICAL      |
| MI-TE HOME IMPROVEMENT       | Chicago, IL      | SAME                                 | GENERAL         |
| SC11 CORP.                   | CHICAGO IL.      | GUSTAVO SANTOS                       | GENERAL         |
| CHRIS ABBOTT                 | WILMETTE IL.     | CHRIS ABBOTT                         | GENERAL         |
| DRIP DROP PLUMBING INC.      | ADDISON IL.      | RON MARINELLI                        | SEWER DIGGER    |
| SUBURBAN FENCE 1             | CICERO IL.       | RICHARD HAYDEN                       | FENCE           |
| C.A. FERGUSON                | OTTAWA IL.       | CARL FERGUSON                        | PLUMBING        |
| BOREK RENOVATION             | BENSENVILLE IL.  | JAROSLAW BOREK                       | MASONRY         |
| KLEES ELECTRIC INC.          | WHEELING IL.     | MICHALE P. KLASS                     | ELECTRICAL      |



|                           |                   |                |                    |
|---------------------------|-------------------|----------------|--------------------|
| THUNDER REMODELING        | PARKRIDGE IL.     | CHRIS LENDIZON | GENERAL            |
| MPMC LLC.                 | CHICAGO IL.       | JONATHON MOSS  | GENERAL            |
| CESAR'S TREE SERVICE      | LYONS IL.         | SAME           | TREE SERVICE       |
| J.A.W. CONSTRUCTION       | CHICAGO IL.       | SAME           | GENERAL            |
| GKG SERVICES CORP.        | NORRIDGE IL.      | SAME           | PLUMBING           |
| FMC PLUMBING              | HIGHLAND IN.      | SAME           | PLUMBING           |
| JB ROOFING & CONST.       | PORT BARRINGTON   | JOSEF BATIA    | ROOFING            |
| NITE OWL PLUMBING & SEWER | CREST HILL IL.    | MIKE MUELLER   | PLUMBING           |
| Ako Construction Inc.     | Lemont Il.        | Vaidas Barcys  | carpentry          |
| Humbracht Plumbing        | Campton Hills Il. | same           | Plumbing           |
| Just Fix It               | Woodridge Il.     | Douglas Schoof | General Contractor |
| Galaxy Environmental      | Chicago Il.       | George Salinas | wrecking           |

***Application Pending***

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

*Application Review*

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

***Inspections Pending***

| <b>Business Name</b>   | <b>Address</b>   | <b>Last Update</b> | <b>Phone</b>   | <b>ID #</b> |
|--|--|--------------------|----------------|-------------|
| <b><i>Abia and Kabeer Inc.</i></b><br>6347 W. Roosevelt Rd. Berwyn                     | <b><i>d.b.a. Mobil Food and Gas</i></b><br>IL 60402        | 2/27/2013          | (708) 788-3626 | 14509       |
| <b><i>Berwyn Credit Restoration</i></b><br>6601 W. Roosevelt Rd. Berwyn                | <b><i>Unit B</i></b><br>IL 60402                           | 2/4/2013           | (888) 550-6570 | 14472       |
| <b><i>Botanica Orisha Ile Ifa Inc.</i></b><br>2617 S. Ridgeland Ave. Berwyn            | IL 60402   | 12/18/2012         | (708) 795-8300 | 14405       |
| <b><i>Diamond Realtors Group</i></b><br>6328 W. 26 th St. Berwyn                       | IL 60402   | 1/28/2013          | (708) 749-3220 | 14458       |
| <b><i>Enterprise Rent -a- Car</i></b><br>6301 W. Ogden Avenue Berwyn                   | IL 60402   | 3/16/2012          | (708) 749-2000 | 12778       |
| <b><i>Fernando Fuentes D.B.A. Roberto's Place</i></b><br>3244 S. OakPark Avenue Berwyn | IL 60402   | 2/1/2012           |                | 13011       |
| <b><i>K ' Natural Inc.</i></b><br>6610 W. Cermak Rd. Berwyn                            | IL 60402   | 6/9/2011           | (708) 788-7900 | 12533       |
| <b><i>Loan Today</i></b><br>6226 W. Cermak Rd. Berwyn                                  | IL 60402   | 10/23/2012         |                | 13565       |
| <b><i>Luis Marin</i></b><br>6733 W. 26 th St. Berwyn                                   | <b><i>d.b.a. Armando's Unisex and Barb</i></b><br>IL 60402 | 1/16/2013          | (708) 484-4026 | 14447       |
| <b><i>Munoz Medical Center LLC</i></b><br>3100 South Oak Park Avenue Berwyn            | IL 60402   | 8/22/2011          | (708) 484-2600 | 12702       |
| <b><i>Nationwiede Income Tax Services Inc.</i></b><br>6626 W. Cermak Road Berwyn       | IL 60402   | 1/21/2011          | (800) 567-0757 | 10837       |
| <b><i>Nutrl Max Fitness # 4</i></b><br>6508 W. 16 th St. Berwyn                        | IL 60402   | 11/14/2012         |                | 13612       |
| <b><i>Pav Realtors</i></b><br>6308 W. Cermak Road Berwyn                               | IL 60402   | 4/1/2011           | (708) 795-7100 | 10965       |
| <b><i>Release Dance Productions</i></b><br>6803 W. Roosevelt Rd. Berwyn                | IL 60402   | 7/10/2012          | (708) 513-5662 | 13331       |
| <b><i>Still and Motion Media</i></b><br>6823 W. Stanley Ave. Berwyn                    | IL 60402   | 4/2/2013           | (708) 714-4575 | 14582       |
| <b><i>Taqueria El Palenque Inc.</i></b><br>1547 S. Oak Park Ave. Berwyn                | IL 60402   | 2/23/2012          |                | 13049       |
| <b><i>TLM and Associates Inc.</i></b><br>6813 W. Roosevelt Rd. Berwyn                  | IL 60402   | 3/21/2013          | (877) 295-4066 | 14566       |
| <b><i>Union Arms Company</i></b><br>6340 W. 26th Street Berwyn                         | IL 60402   | 8/30/2010          | (708) 646-5605 | 12366       |
| <b><i>Upscale Audio Exchange</i></b><br>3225 S. Harlem Ave. Berwyn                     | IL 60402   | 12/26/2012         | (708) 484-2694 | 14413       |
| <b>Total Businesses . . . . .</b>  |  |                    |                | <b>19</b>   |

**Robert J. Lovero**  
Mayor

K-H



**Charles D. Lazzara**  
Building Director

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-1427  
[www.berwyn.il.gov](http://www.berwyn.il.gov)

April 1, 2013

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

Re: Building and Local Improvement Permits

Gentlemen:

Attached hereto is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of March, 2013 along with a copy of Permit Statistics for this same period.

Respectfully,

Charles D. Lazzara, Director  
Building Department

CDL:cr  
encs.

# Permits Issued By The Building Department

Monday, April 01, 2013

Between: 3/1/2013 And 3/31/2013

|                               |                                  |  |
|-------------------------------|----------------------------------|--|
| <u>Building</u>               | Permits Issued: 17               | Cost of Improvements: \$545,150.00               |
| <u>Dumpster</u>               | Permits Issued: 7                | Cost of Improvements: \$300.00                   |
| <u>Electrical</u>             | Permits Issued: 12               | Cost of Improvements: \$5,045.00                 |
| <u>Fence</u>                  | Permits Issued: 6                | Cost of Improvements: \$14,664.00                |
| <u>Garage</u>                 | Permits Issued: 1                | Cost of Improvements: \$13,438.00                |
| <u>HVAC</u>                   | Permits Issued: 7                | Cost of Improvements: \$24,096.00                |
| <u>Local Improvement</u>      | Permits Issued: 102              | Cost of Improvements: \$798,671.00               |
| <u>Plumbing</u>               | Permits Issued: 28               | Cost of Improvements: \$42,986.00                |
| <u>POD</u>                    | Permits Issued: 2                | Cost of Improvements: \$0.00                     |
| <u>Preliminary Inspection</u> | Permits Issued: 1                | Cost of Improvements: \$0.00                     |
| <u>Roofing</u>                | Permits Issued: 33               | Cost of Improvements: \$203,965.00               |
| <u>Sign</u>                   | Permits Issued: 1                | Cost of Improvements: \$650.00                   |
|                               | <b>Total Permits: <u>217</u></b> | <b>Total Improvements: <u>\$1,648,965.00</u></b> |

## Fees Collected

# Permits Issued By The Building Department

Monday, April 01, 2013

Between: 3/1/2013 And 3/31/2013

|                                     |             |
|-------------------------------------|-------------|
| Backfill Inspection                 | \$130.00    |
| Building Permit                     | \$4,115.00  |
| Building Final                      | \$7,535.00  |
| Local Improvement Permit            | \$11,145.00 |
| Electrical Fees                     | \$195.00    |
| Electric (Underground)              | \$50.00     |
| Electrical Service                  | \$400.00    |
| Electrical Inspection               | \$6,600.00  |
| Signs                               | \$100.00    |
| Footing Inspection                  | \$195.00    |
| Framing Inspection                  | \$2,150.00  |
| Inspection                          | \$3,785.00  |
| Fence Fees                          | \$220.00    |
| Foundation Inspection               | \$65.00     |
| Plumbing Fees                       | \$860.00    |
| Plumbing Inspection                 | \$6,950.00  |
| Plumbing Inspection (Underground)   | \$950.00    |
| Post Hole Inspection                | \$515.00    |
| HVAC Permit                         | \$540.00    |
| HVAC Inspection                     | \$3,370.00  |
| Service Charge                      | \$315.00    |
| Insulation/Fire Stopping Inspection | \$1,585.00  |
| New Water Meter                     | \$450.00    |
| Tap Fee                             | \$1,000.00  |
| Demolition Fees                     | \$415.00    |
| Dumpster                            | \$1,600.00  |
| POD                                 | \$150.00    |
| Parkway Use                         | \$50.00     |
| Parkway Inspection                  | \$250.00    |
| Pre-Pour Inspection                 | \$515.00    |
| Slab Inspection                     | \$65.00     |
| Stack Test                          | \$850.00    |
| Sidewalk Opening                    | \$75.00     |
| Street Opening                      | \$75.00     |
| Fine - Working Without Permit       | \$500.00    |
| Roof Covering Fees                  | \$2,910.00  |
| Garage Permit                       | \$100.00    |
| Gas Pressure                        | \$50.00     |
| Fire Department                     | \$200.00    |
| Health Department                   | \$50.00     |

# *Permits Issued By The Building Department*

*Monday, April 01, 2013*

*Between: 3/1/2013 And 3/31/2013*

|                                       |                    |
|---------------------------------------|--------------------|
| Miscellaneous Fees                    | \$50.00            |
| <b>Total Fees Collected . . . . .</b> | <b>\$61,125.00</b> |



# Report Of Building Permits Issued By The City Of Berwyn

Monday, April 01, 2013

Between: 3/1/2013 And 3/31/2013

| Name and Address  | Issued    | Permit No.    | Improvements   | Cost Of     | Permit     |
|---|-----------|---------------|--|-------------|------------|
| STKH Enterprises, LLC<br>2241 S. Gunderson Avenue                                 | 3/1/2013  | Bldg-B 7786-0 | RELOCATE BATHROOM IN BASEMENT - ADD NEW BEDROOM IN BASEMENT & WILL HAVE ELECTRIC HEATER. MAKE UTILITY ROOM LARGER & MOVE DOOR, CREATE LAUNDRY AREA - INSTALL EGRESS WINDOWS IN BEDROOM 34 X 44 - ALL EXISTING BEDROOM WINDOWS MUST MEET EGRESS CODE AT TIME O    | \$15,000.00 | \$815.00   |
| Equity Trust Company Sterling Tr<br>1411 S. Maple Avenue                          | 3/12/2013 | Bldg-B 7767-0 | EXCAVATION OF BASEMENT AND REMODEL TO INCLUDE BATHROOM, LAUNDRY ROOM, MECHANICAL ROOM AND OPEN SPACE. INCREASING THE WATER METER TO 3/4".  | \$37,500.00 | \$1,735.00 |
| Fausto R. Romero & Maria T. Dur<br>2508 S. Gunderson Avenue                       | 3/12/2013 | Bldg-B 7768-0 | INTERIOR REMODEL - ELECTRIC, PLUMBING & HEATING & NEW A/C-PLMBG;-REPL PIPES THRUOUT & BRING TO CODE. ELEC: REPLACE THRUOUT, SWITCHES, OUTLETS ETC. BX TO CONDUIT. CONVERT 3 RMS TO 2 RMS ON 1ST FLR. - RECONCRETE BSMT FLOOR, CANCEL LVG RM WINDOW-2 BEDRMS      | \$21,000.00 | \$1,125.00 |
| Quarry Investments Partnership<br>6946 W. 26th Street                             | 3/13/2013 | Bldg-B 7769-0 | INSTALL A NEW BATHROOM IN THE BASEMENT, FINISH PERIMETER WALL, FRAME, INSULATE AND DRYWALL. INSTALL OUTLETS EVERY 12 FT. REMODEL THE KITHCEN - R/R CABINETS AND 3 GFCI. REMODEL THE 1FT FLOOR BATHROOM AND INSTALL 20 AMP CIRCUIT. INCREASE THE SIZE OF THE WA   | \$9,000.00  | \$750.00   |
| Royal Development and Manage<br>2715 S. Harvey Avenue                             | 3/14/2013 | Bldg-B 7770-0 | INSTALL A NEW BATHROOM ON THE 2ND FLOOR, RADIATORS TO FORCED AIR, INSTALL NEW TUB IN THE 1ST FLOOR BATHROOM, INSTALL NEW DUCTWORK AND FURNACE, DRYWALL OVER EXISTING WALLS WHERE NEEDED. REPAINT, SAND FLOORS, INSTALL NEW SIDING ON THE GARAGE. INSTALL NEW 3/  | \$15,000.00 | \$840.00   |
| Merrment Homes, Inc.<br>1929 S. Clinton Avenue                                    | 3/14/2013 | Bldg-B 7771-0 | BSMT: REMODEL ENTIRE BSMT, PREV OWNER STARTED WORK & IT W/BE COMPLETED-2 BEDRMS, 1 BATH, FAMILY RM, LAUNDRY RM. INST NEW FURNACE & AC-UPGRADE ELEC SERV. PANEL & BRING ELEC TO CODE. 1ST FLR: INST RECESSED LIGHTS, LVG, DINING & KITCHEN. REMODEL KITCHEN       | \$55,000.00 | \$2,975.00 |
| Michael Duffy<br>Vintage 2, LLC<br>6215 W. Ogden Avenue<br>1800 S. Lombard Avenue | 3/15/2013 | Bldg-B 7772-0 | DEMO THE BUILDING.   | \$16,500.00 | \$425.00   |
| Eduardo Montoya<br>1600 S. Scoville Avenue  | 3/19/2013 | Bldg-B 7773-0 | COMPLETE GUT AND REHAD. R/R WINDOWS - BEDROOM WINDOWS TO EGRESS CODE. NEW 100 AMP SERVICE. INSTALL A NEW STAIR CASE UPPER AND LOWER. CONVERT THE ATTIC TO A MASTER BEDROOM WITH NEW MASTER BATHROOM, INSTALL A NEW FENCE AROUND THE BACK YARD. NEW PLUMBING - CO | \$98,700.00 | \$2,300.00 |
|   | 3/19/2013 | Bldg-B 7774-0 | **Can not close up any walls until fire alarm permit is issued and the rough electrical inspection on the fire alarm has been approved** REMODELING FOR ICE CREAM SHOP IN THE FRONT AND RESIDENTIAL IN THE BACK. ==APT - INSTALL FRAMING, ELECTRIC, PLUMBING, D  | \$15,000.00 | \$1,890.00 |

# Report Of Building Permits Issued By The City Of Berwyn

Monday, April 01, 2013

Between: 3/1/2013 And 3/31/2013

| Name and Address   | Issued    | Permit No.    | Improvements  | Cost Of      | Permit     |
|--|-----------|---------------|---|--------------|------------|
| Jeff Nerud<br>3242 S. Wenonah Avenue                     | 3/20/2013 | Bldg-B 7775-0 | T/O AND RESHINGLE GARAGE ROOF - R/R SERVICE DOOR, HOUSE DOOR, R/R KITCHEN CABINETS, BOILERS TO FORCED AIR AND A/C - DUCTWORK. ENLARGE 2ND FLOOR BEDROOM - RE FRAME DOORWAY - NO ELEC. ON THIS PERMIT 3/25/2013 CDL GAVE OK TO PERMIT ADD ON: WIDENED STA        | \$10,000.00  | \$440.00   |
| Matthew & Helen Donnawell<br>2406 S. Highland Avenue     | 3/21/2013 | Gar-B 7776-0  | DEMOLISH OLD GARAGE & BUILD NEW DET FRAME GARAGE 20 X 22 X 12.25 H.   | \$13,438.00  | \$330.00   |
| Roberto & Maria Ocon<br>2239 S. Home Avenue              | 3/21/2013 | Bldg-B 7777-0 | COMPLIANCE REPAIRS - CLOSET LIGHTS, GFIS, MOVE RISER AT REAR PORCH, ATTIC BUILD OUT (2 BEDROOMS , FAMILY ROOM, POWDER ROOM), REPLACE FLEX DRAINS AND SUPPLIES.  | \$300.00     | \$100.00   |
| William L. Peiler & Lisa McKamy<br>6828 W. 34th Street   | 3/21/2013 | Bldg-B 7778-0 | INSTALLATION OF 5 TON AIR HANDLER FOR 3 FLOORS - REPAIR CEILING - INSTALL HAND RAILS - INSTALL OUTLETS IN BEDROOM & LIGHT SWITCHES, INST BSMT, INST. BASEBOARD HEAT IN 3RD FLR BEDROOM - DRYWALL BEDROOM & BATHROOM - MAY BE PATCHING OR GOING OVER PLASTER.    | \$10,750.00  | \$390.00   |
| Gilbert Pena<br>2246 S. Kenilworth Avenue                | 3/26/2013 | Bldg-B 7779-0 | INSTALL BATHROOM IN THE BASEMENT TO INCLUDE TOILET, VANITY SINK, AND SHOWER. INSTALL AN EJECTOR SYSTEM INTO THE SEWER LINE. REPLACE WALL FRAMING AND INSULATION. REPLACE CEILING, FLOORING AND TRIM WORK. REPLACE ALL SWITCHES, OUTLETS AND LIGHTS. INSTALL EGR | \$6,300.00   | \$350.00   |
| Vintage 2 LLC<br>2728 S. Harvey Avenue                   | 3/27/2013 | Bldg-B 7780-0 | COMPLETE GUT AND REHAB. REMODEL: NEW 100 AMP SERIVE, INSTALL CENTRAL HEAT AND AIR W/FURNACE. NEW WATER HEATER. ALL NEW DRYWALL THROUGH OUT THE HOUSE. REMODEL THE KITCHEN - NEW CABINETS, COUNTERTOPS AND FIXTURES. CONVERT ATTIC TO BEDROOM WITH SKYLIGHT A    | \$125,500.00 | \$2,525.00 |
| Vintage 2, LLC<br>1536 S. Clinton Avenue                 | 3/27/2013 | Bldg-B 7781-0 | COMPLETE GUT AND REHAB. R/R WINDOWS - BEDROOM WINDOWS TO EGRESS CODE. NEW 100 AMP SERVICE. NEW FURNACE AND CENTRAL AIR. R/R DRYWALL IN THE WHOLE HOUSE. REMODEL THE KITCHEN - R/R CABINETS, FIXTURES AND COUNTERTOP. CONVERT ATTIC TO MASTER BEDROOM AND BATHRO | \$107,500.00 | \$2,355.00 |
| Joseph D'Arco and Wayne F. Wa<br>2714 S. Oak Park Avenue | 3/27/2013 | Bldg-R 7691-1 | 3 rough electrical reinspection and additional plumbing underground inspection  | \$0.00       | \$200.00   |
| Alexander M. Zagaraya<br>3624 S. Grove Avenue            | 3/12/2013 | Bldg-R 7731-1 | ELECTRIC REINSPECTION - GAS PRESSURE TEST - HVAC FINAL  | \$100.00     | \$165.00   |

# Report Of Building Permits Issued By The City Of Berwyn

Monday, April 01, 2013

Between: 3/1/2013 And 3/31/2013

Name and Address

Cost Of  
 Issued Permit No. Improvements Permit

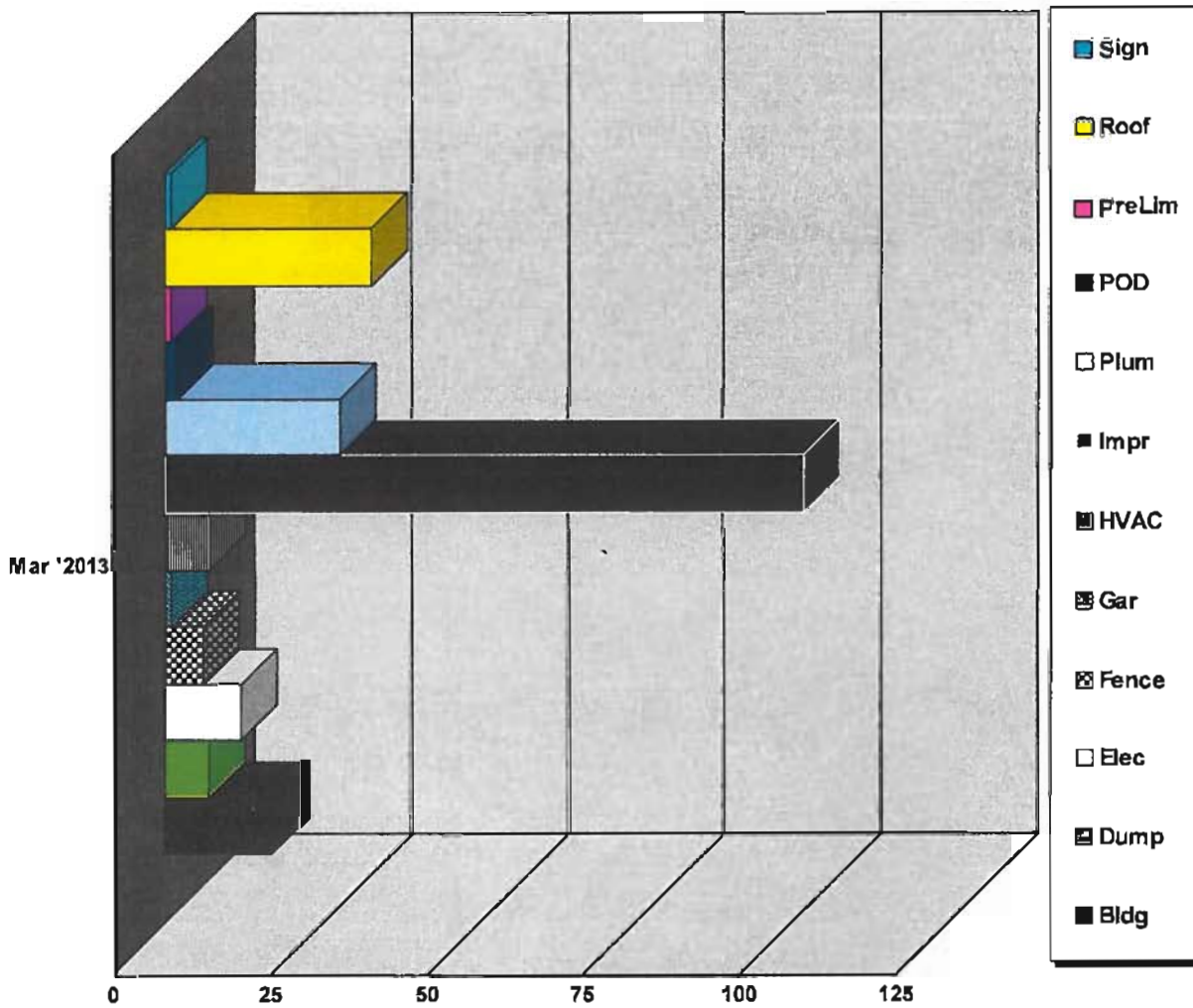
18 Building Permits Issued During Period

Totals . . . . . \$558,588.00 \$19,710.00

# Permits Issued

Monday, April 1, 2013 3:57 PM

For Period Beginning 3/1/2013 And Ending 3/31/2013



## Permit Detail

|      |       |        |     |
|------|-------|--------|-----|
| 2013 | March | Bldg   | 17  |
| 2013 | March | Dump   | 7   |
| 2013 | March | Elec   | 12  |
| 2013 | March | Fence  | 6   |
| 2013 | March | Gar    | 1   |
| 2013 | March | HVAC   | 7   |
| 2013 | March | Impr   | 102 |
| 2013 | March | Plum   | 28  |
| 2013 | March | POD    | 2   |
| 2013 | March | PreLim | 1   |
| 2013 | March | Roof   | 33  |
| 2013 | March | Sign   | 1   |

217

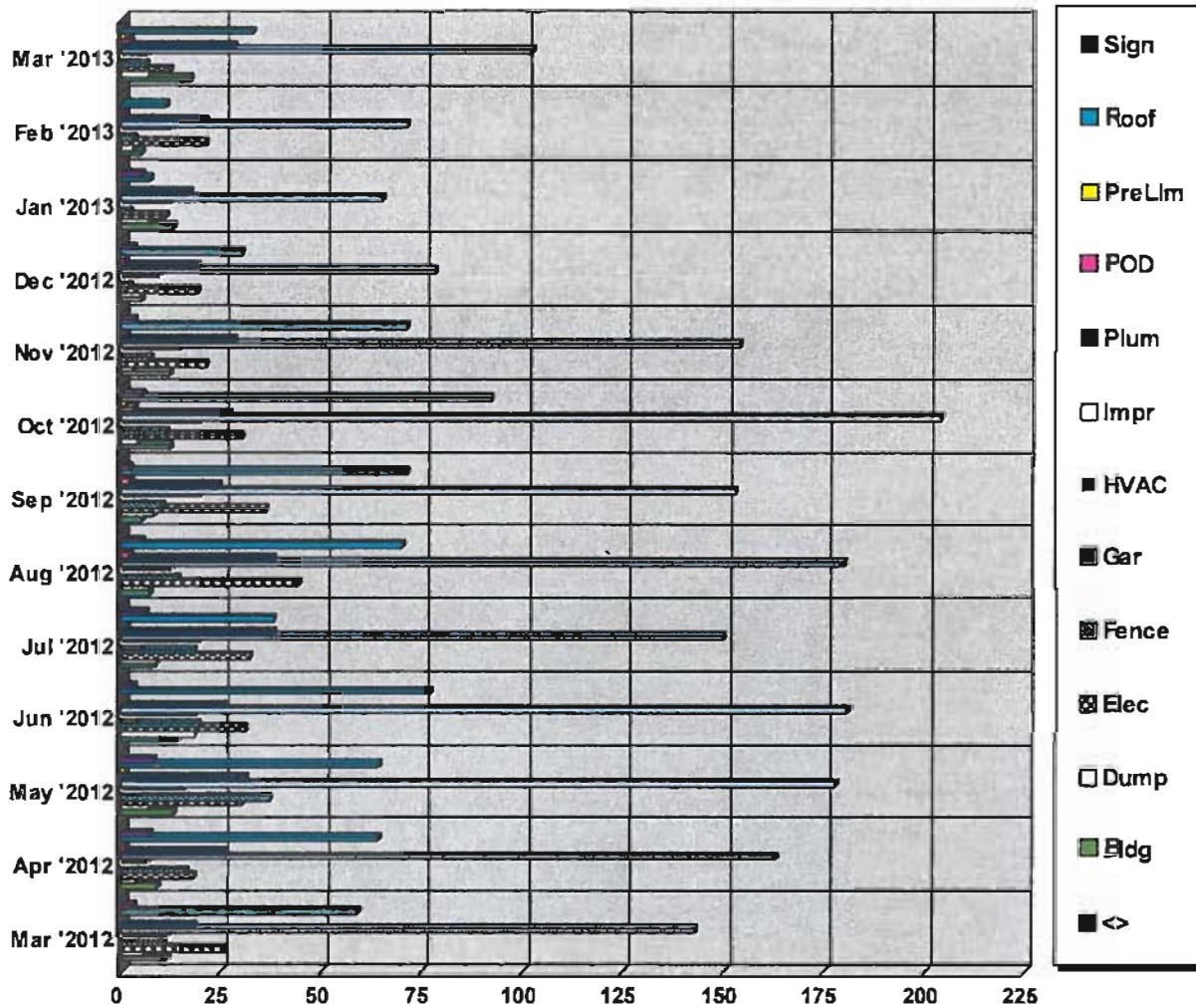
**Total Permits Issued**

**217**

# Permits Issued

Monday, April 1, 2013 3:58 PM

For Period Beginning 3/1/2012 And Ending 3/31/2013



## Permit Detail

|      |          |        |     |      |          |        |    |
|------|----------|--------|-----|------|----------|--------|----|
| 2013 | March    | Bldg   | 17  | 2013 | January  | Bldg   | 13 |
| 2013 | March    | Dump   | 7   | 2013 | January  | Dump   | 7  |
| 2013 | March    | Elec   | 12  | 2013 | January  | Elec   | 11 |
| 2013 | March    | Fence  | 6   | 2013 | January  | Fence  | 2  |
| 2013 | March    | Gar    | 1   | 2013 | January  | HVAC   | 13 |
| 2013 | March    | HVAC   | 7   | 2013 | January  | Impr   | 65 |
| 2013 | March    | Impr   | 102 | 2013 | January  | Plum   | 17 |
| 2013 | March    | Plum   | 28  | 2013 | January  | Roof   | 7  |
| 2013 | March    | POD    | 2   | 2013 | January  | Sign   | 5  |
| 2013 | March    | PreLim | 1   |      |          |        |    |
| 2013 | March    | Roof   | 33  |      |          |        |    |
| 2013 | March    | Sign   | 1   |      |          |        |    |
| 217  |          |        |     |      |          |        |    |
| 2013 | February |        | 1   | 2012 | December | Bldg   | 5  |
| 2013 | February | Bldg   | 5   | 2012 | December | Dump   | 5  |
| 2013 | February | Dump   | 3   | 2012 | December | Elec   | 19 |
| 2013 | February | Elec   | 21  | 2012 | December | Fence  | 2  |
| 2013 | February | Fence  | 3   | 2012 | December | Gar    | 2  |
| 2013 | February | HVAC   | 13  | 2012 | December | HVAC   | 10 |
| 2013 | February | Impr   | 71  | 2012 | December | Impr   | 78 |
| 2013 | February | Plum   | 21  | 2012 | December | Plum   | 19 |
| 2013 | February | POD    | 1   | 2012 | December | POD    | 1  |
| 2013 | February | Roof   | 11  | 2012 | December | PreLim | 1  |
|      |          |        |     | 2012 | December | Roof   | 30 |
|      |          |        |     | 2012 | December | Sign   | 3  |

140

175

Permit Detail

|      |          |       |     |
|------|----------|-------|-----|
| 2012 | November | Bldg  | 12  |
| 2012 | November | Dump  | 3   |
| 2012 | November | Elec  | 21  |
| 2012 | November | Fence | 7   |
| 2012 | November | Gar   | 4   |
| 2012 | November | HVAC  | 15  |
| 2012 | November | Impr  | 154 |
| 2012 | November | Plum  | 28  |
| 2012 | November | Roof  | 71  |
| 2012 | November | Sign  | 3   |

318

|      |         |        |     |
|------|---------|--------|-----|
| 2012 | October | Bldg   | 12  |
| 2012 | October | Dump   | 4   |
| 2012 | October | Elec   | 30  |
| 2012 | October | Fence  | 11  |
| 2012 | October | Gar    | 4   |
| 2012 | October | HVAC   | 20  |
| 2012 | October | Impr   | 204 |
| 2012 | October | Plum   | 27  |
| 2012 | October | POD    | 3   |
| 2012 | October | PreLim | 1   |
| 2012 | October | Roof   | 92  |
| 2012 | October | Sign   | 5   |

413

|      |           |       |     |
|------|-----------|-------|-----|
| 2012 | September | Bldg  | 5   |
| 2012 | September | Dump  | 8   |
| 2012 | September | Elec  | 38  |
| 2012 | September | Fence | 10  |
| 2012 | September | Gar   | 3   |
| 2012 | September | HVAC  | 20  |
| 2012 | September | Impr  | 153 |
| 2012 | September | Plum  | 24  |
| 2012 | September | POD   | 2   |
| 2012 | September | Roof  | 71  |
| 2012 | September | Sign  | 2   |

334

|      |        |       |     |
|------|--------|-------|-----|
| 2012 | August | Bldg  | 7   |
| 2012 | August | Dump  | 7   |
| 2012 | August | Elec  | 44  |
| 2012 | August | Fence | 14  |
| 2012 | August | Gar   | 2   |
| 2012 | August | HVAC  | 13  |
| 2012 | August | Impr  | 180 |
| 2012 | August | Plum  | 38  |
| 2012 | August | POD   | 2   |
| 2012 | August | Roof  | 70  |
| 2012 | August | Sign  | 5   |

382

|      |      |       |     |
|------|------|-------|-----|
| 2012 | July | Bldg  | 8   |
| 2012 | July | Dump  | 9   |
| 2012 | July | Elec  | 32  |
| 2012 | July | Fence | 18  |
| 2012 | July | Gar   | 5   |
| 2012 | July | HVAC  | 20  |
| 2012 | July | Impr  | 150 |
| 2012 | July | Plum  | 38  |
| 2012 | July | Roof  | 38  |
| 2012 | July | Sign  | 8   |

324

|      |      |       |     |
|------|------|-------|-----|
| 2012 | June | Bldg  | 14  |
| 2012 | June | Dump  | 18  |
| 2012 | June | Elec  | 31  |
| 2012 | June | Fence | 19  |
| 2012 | June | Gar   | 4   |
| 2012 | June | HVAC  | 19  |
| 2012 | June | Impr  | 181 |
| 2012 | June | Plum  | 28  |
| 2012 | June | Roof  | 77  |
| 2012 | June | Sign  | 3   |

392

|      |     |        |     |
|------|-----|--------|-----|
| 2012 | May | Bldg   | 13  |
| 2012 | May | Dump   | 7   |
| 2012 | May | Elec   | 30  |
| 2012 | May | Fence  | 37  |
| 2012 | May | Gar    | 5   |
| 2012 | May | HVAC   | 18  |
| 2012 | May | Impr   | 178 |
| 2012 | May | Plum   | 31  |
| 2012 | May | PreLim | 1   |
| 2012 | May | Roof   | 64  |
| 2012 | May | Sign   | 8   |

390

|      |       |       |     |
|------|-------|-------|-----|
| 2012 | April | Bldg  | 9   |
| 2012 | April | Dump  | 4   |
| 2012 | April | Elec  | 18  |
| 2012 | April | Fence | 16  |
| 2012 | April | Gar   | 3   |
| 2012 | April | HVAC  | 7   |
| 2012 | April | Impr  | 183 |
| 2012 | April | Plum  | 28  |
| 2012 | April | POD   | 1   |
| 2012 | April | Roof  | 64  |
| 2012 | April | Sign  | 7   |

318

|      |       |       |     |
|------|-------|-------|-----|
| 2012 | March | Bldg  | 11  |
| 2012 | March | Dump  | 5   |
| 2012 | March | Elec  | 28  |
| 2012 | March | Fence | 10  |
| 2012 | March | Gar   | 3   |
| 2012 | March | HVAC  | 12  |
| 2012 | March | Impr  | 143 |
| 2012 | March | Plum  | 18  |
| 2012 | March | Roof  | 59  |
| 2012 | March | Sign  | 3   |

290

*Permit Detail*

**Total Permits Issued**      **3843**



# Sokol Tabor

1602 South Clarence Avenue • Berwyn, MA 0402

(708) 788-7977

K-5

March 28, 2013

Berwyn City Council:

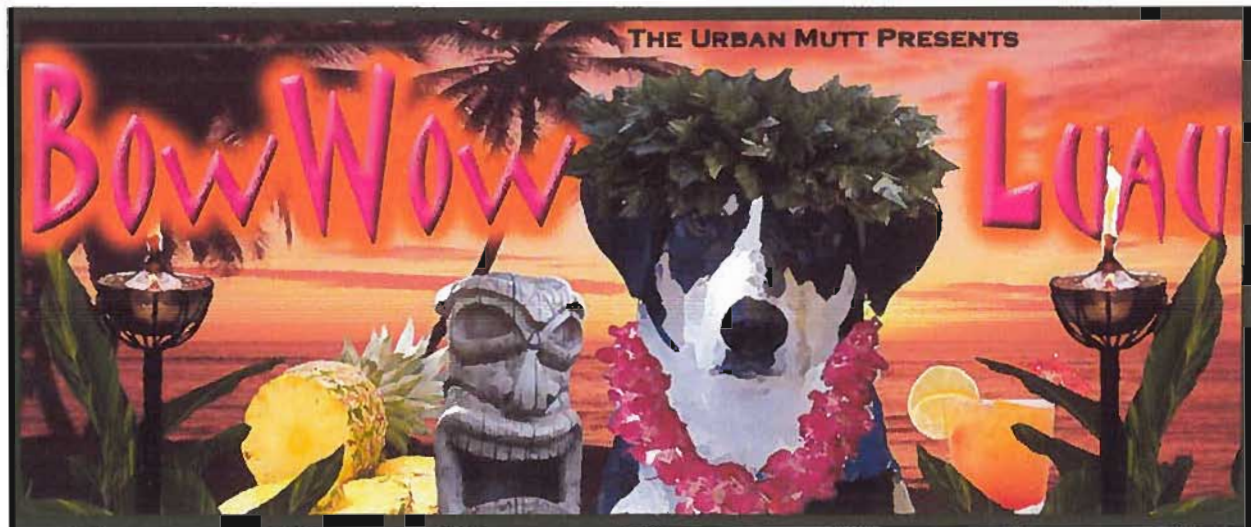
Sokol Tabor located at 1602 Clarence Ave, Berwyn, is requesting a permit to hold a rummage sale on Friday and Saturday, April 12<sup>th</sup> and 13<sup>th</sup> 2013, from 9:00 am. to 2:00 pm.

Thank you,

Janette Swick  
2501 Hainswood Av.  
North Riverside, IL  
60546

708-442-9318





## **Bow Wow Luau**

This will be a Hawaiian-themed dog event to take place on Grove Ave between 32<sup>nd</sup> Street and Stanley Ave. The event will take place on Sunday, July 28th, from approximately 12pm to 4pm. The event will feature dog/owner contests, food, drinks, vendors and services.

### **Sampling of some of the vendors (tentative until date is confirmed)**

Food Vendors - Cabin Fever, Garv Inn

Ice Cream – Over The Rainbow

Doggie Cupcakes –

Dog related vendors – Natura Pet, Stella & Cheweys, RFG

Shelters/rescues – Waggin' Tails

### **Services**

Dog Sprinkler Area

Interactive Area

### **Activities** (some activities may be sponsored)

Hawaiian Picture Area

Best Hawaiian Spirit Contest (owner and dog best-dressed contest)

Look-a-Like Contest

Hula Hoop Dance Contest and/or Children's Face Painting

Frozen Doggie Treats

## **Requirements**

1. We will need to close down Grove Ave between 32<sup>nd</sup> Street and Stanley Ave.
2. We will require 15 barricades that can be dropped off during regular work hours.
3. We will also need 5 garbage containers and a hose adapter for the hydrant (for a doggie sprinkler and the wash).
4. There will be no need for additional security. All dogs will remain leashed during the event. We have current event liability insurance that can be supplied upon request.

### **Coordinator contact info:**

Chad Lopez

708-913-8006

chad@theurbanmutt.tv