



# **City of Berwyn**

## **City Council Meeting**

**August 14, 2012**

**BERWYN CITY COUNCIL MEETING**  
**AUGUST 14, 2012**

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

ROBERT J. LOVERO  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

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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 7/24/12 - COW-7/24/12
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
  - 1. BDC-TIF APPLICATION-TONINI'S ITALIAN MARKET-6950 WINDSOR AVE.
  - 2. BDC-TIF APPLICATION-WINDSOR LEGAL GROUP-6810-18 WINDSOR AVE.
  - 3. BDC-TIF APPLICATION-THE WIRE-6815 W. ROOSEVELT ROAD
  - 4. BDC-ORDINANCE/TFG BERWYN-LLC RDA FOR ANDERSON SOUTH
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
  - 1. DEFERED ITEM# 8 OF 7/24/12-WAGE REOPENER WITH SEIU – LOCAL 73
  - 2. BERWYN LIBRARY BOARD REAPPOINTMENTS
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
  - 1. RETIREMENT OF MILTON F. PERSIN-SECRETARY ZBA
  - 2. DOLLARS FOR SCHOLARS SCHOLARSHIP RECIPIENTS
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
- (J) STAFF REPORTS
  - 1. CITY ATTORNEY-RE: CLAIM NO. VA2012844773
  - 2. CITY ATTORNEY-RE: 2011 M1 302132
  - 3. CITY ATTORNEY-RE: 12CV1589
  - 4. CITY ADMINISTRATOR-AUTHORIZATION TO BID REGARDING ADA HUD GRANT
  - 5. PROJECT OPERATIONS MANAGER- COMMUTER FACILITY IMPROVEMENT FUNDING AGREEMENT

BERWYN CITY COUNCIL MEETING  
AUGUST 14, 2012

6. PROJECT OPERATIONS MANAGER-ORDINANCE-STATE COMPTROLLER'S OFFICE-LOCAL DEBT RECOVERY PROGRAM
7. ASSISTANT FIRE CHIEF-RECOMMENDATION TO AWARD BID FOR NORTH FIRE STATION PARKING LOT PROJECT

(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-8/1/12-\$1,029,203.76
2. BUDGET CHAIR-PAYABLES-8/14/12-\$2,374,264.65
3. BUILDING AND LOCAL IMPROVEMENT PERMITS FOR JULY 2012
4. BUSINESS LICENSES FOR THE MONTHS OF JUNE & JULY 2012
5. BLOCK PARTY-3600 BLOCK OF CUYLER-8/18/12-RAIN-8/25/12
6. BLOCK PARTY-3100 BLOCK OF WENONAH-8/25/12 – RAIN-8/26/12
7. BLOCK PARTY-1200 BLOCK OF HOME-8/18/12 – RAIN-8/19/12
8. BLOCK PARTY-2100 BLOCK OF CUYLER-8/18/12
9. BLOCK PARTY-6900 BLOCK OF 30<sup>TH</sup> PLACE-8/18/12
10. BLOCK PARTY-1300 BLOCK OF WENONAH-9/8/12 – RAIN-9/15/12
11. BLOCK PARTY-3100 BLOCK OF MAPLE-8/19/12
12. BLOCK PARTY-2400 BLOCK OF CLARENCE-8/18/12-RAIN-8/25/12
13. BLOCK PARTY-2800 BLOCK OF WENONAH-9/8/12-RAIN-9/9/12
14. BLOCK PARTY-2600 BLOCK OF HARVEY-9/8/12
15. BLOCK RUMMAGE SALE-2200 BLOCK OF GROVE-9/8/12 & 9/9/12 - 9AM TO 5PM
16. FIRST CONGREGATIONAL CHURCH FESTIVAL-8/26/12 -9AM TO 5PM
17. GIRL SCOUTS OF GREATER CHICAGO- FALL PRODUCT -OCTOBER, 2012 & COOKIE PROGRAM-JANUARY, 2012
18. FITZGERALD'S OPEN AIR CONCERT-AUGUST 31, 2012-8:00-11:30PM
19. CICERO-BERWYN LODGE NO. 1510-SOLICIT FUNDS-10/13/12 & 10/14/12
20. G.L.O.B.E. MUSIC & ARTS- SOLICIT FOR PICNIC IN THE PARK-8/26/12
21. NEW HARVEST CHRISTIAN FELLOWSHIP-COMMUNITY DAY-9/1/12-12:00 TO 3PM
22. ACTIVE TRANSPORTATION ALLIANCE-FOUR STAR BIKE TOUR-8/26/12
23. PAV YMCA-GYMNASTICS RUMMAGE SALE-AUGUST 18, 2012-8:00 TO 3:00PM

ITEMS SUBMITTED ON TIME 39

  
THOMAS J. PAVLIK - CITY CLERK

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



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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

MINUTES BERWYN  
CITY COUNCIL  
JULY 24, 2012

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: Boyajian, Paul, Skryd, Santoy, Avila, Polashek and Laureto. Absent; Chapman. Thereafter, Avila made a motion, seconded by Skryd, to excuse Alderman Chapman. The motion carried by a voice vote.
2. The Pledge of Allegiance was recited and a moment of silence was had for the family of the deceased Walter L. Williams, grandfather of Berwyn Police Detective, Karlas Robinzine and for the Men and Women on the streets of Berwyn protecting our safety, along with the Men and Women in the Armed Forces.
3. The Open Forum portion of the meeting was announced. The Mayor recognized Wayne Parthun and Ben Pennacchio for an Awards presentation to Officer James Tadrowski and Cmdr. Michael Cimaglia, of the Berwyn Police Department for their life saving efforts during a 2011 house fire on Oak park Ave. City Clerk announced the "Ride for Liberty" to be held at Proksa Park on Sunday, August 5, 2012 to benefit Homeless Veterans. Alderman Avila announced the Grand Opening of Meijer on August 14, 2012 at 7:00am.
4. Alderman Laureto made a motion, seconded by Alderman Skryd, to approve the Addendum to the Agenda, Item G-1. The motion carried by a voice vote.
5. The minutes of the Berwyn City Council Meeting and the Committee of the Whole held on July 10, 2012 were submitted. Thereafter, Skryd made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
6. Skryd made a motion, seconded by Boyajian, to suspend rules and bring forth Item J-3. Motion carried by a voice vote. Item J-3 is a communication from Police Chief Ritz requesting the promotion of Police Officer Salvador Gamino to rank of Sergeant. Avila made a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.

BERWYN CITY COUNCIL MINUTES

July 24, 2012

7. The Berwyn Development Corporation submitted a communication for Depot District Pocket Park, 6846 West Windsor Ave. and Bid award. The mayor recognized Anthony Griffin, BDC Executive Director, who reviewed same. After discussion, Skryd made a motion, seconded by Polashek, to concur and approve partial Bid award to Beverly Environmental in an amount not to exceed \$70,597. The motion carried by the following call of the roll; Yea: Boyajian, Skryd, Santoy, Polashek, Avila and Laureto. Nay: Paul. Absent: Chapman. Thereafter, Skryd made a motion, seconded by Polashek, to concur with the recommendation of the BDC and P/W Director Schiller, to approve \$36,500 for the purchase of furniture and authorize Public Works to purchase same. The motion carried by the following call of the roll; Yea: Boyajian, Skryd, Santoy, Polashek, Avila and Laureto. Nay: Paul. Absent: Chapman.
8. The Mayor submitted a communication regarding the Wage Reopener with SEIU – Local 73. Thereafter, Laureto made a motion, seconded by Skryd, to defer the item for 3 weeks. The motion carried by a voice vote.
9. Assistant Fire Chief Molinaro submitted a communication requesting permission to seek bids for the North Fire Station Parking Lot. Thereafter, Skryd made a motion, seconded by Avila, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
10. Fire Chief O’Halloran submitted a communication regarding Berwyn Firefighters Local 506 Collection dates for Muscular Dystrophy Drive (M.D.A.). Thereafter, Avila made a motion, seconded by Polashek, to concur and grant permission. The motion carried by a voice vote.
11. The Public Works Director submitted a communication requesting approval to purchase a 2013 Ford Explorer (SUV) from Suburban Purchasing Cooperative. Thereafter, Boyajian made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
12. The Public Works Director submitted a communication regarding Necessary Water Meter Reading System Upgrades. Thereafter, Boyajian made a motion, seconded by Polashek, to concur and

BERWYN CITY COUNCIL MINUTES

July 24, 2012

approve as submitted for payment. The motion carried by a unanimous roll call vote.

13. The City Attorney submitted a communication regarding the settlement agreement for Case No.08 CV 6687 in an amount not to exceed \$650,000.00. Thereafter, Boyajian made a motion, seconded by Laureto, to concur and approve as submitted for payment. The motion carried by the following call of the roll. Yea: Boyajian, Paul, Polashek, Laureto. Nays: Skryd, Santoy, Avila. Absent: Chapman.
14. The City Attorney submitted a communication regarding the settlement agreement for Case No.11 CV 03096 in an amount not to exceed \$14,000.00. Thereafter, Avila made a motion, seconded by Skryd, to concur and approve as submitted for payment. The motion carried by a unanimous roll call vote.
15. The Project Operations Manager submitted a communication regarding Waste Management Contract Extension. Thereafter, Skryd made a motion, seconded by Avila, to concur and approve a two year extension. The motion carried by a unanimous roll call vote.
16. The Finance Director submitted a communication regarding the American Express Reward Program Update. Thereafter, Skryd made a motion, seconded by Boyajian, to accept as informational. The motion carried by a unanimous roll call vote.
17. The Finance Director submitted a communication regarding the disposal of 1997 Seagrave Quint. Thereafter, Boyajian made a motion, seconded by Skryd, to concur and approve as submitted. The motion carried by a unanimous roll call vote.
18. The Director of Community Development submitted a communication and a Resolution entitled:

**A RESOLUTUION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAT AGREEMENT FOR THE WEST COOK COUNTY HOUSING COLLABORATIVE**

Thereafter, Santoy made a motion, seconded by Skryd, to concur and **Adopt** Resolution as presented. The motion carried by a unanimous roll call vote.

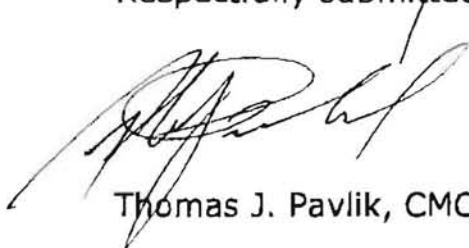
BERWYN CITY COUNCIL MINUTES  
July 24, 2012

19. The Consent agenda Items K-1 thru K-13 were submitted
- K-1 Budget Chair-Payroll-7/18/12-\$998,357.99-**Approved**
  - K-2 Budget Chair-Payables- 7/24/12-\$784,785.80-**Approved**
  - K-3 Boyajian-Hdcp Drop Off Zone-C. Avila-3235 Highland- **Approved**
  - K-4 Boyajian-Hdcp Drop Off Zone-M. Arredondo-3248 Cuyler- **Approved**
  - K-5 Block Party-3500 Block of Clinton-8/25/12- Rain date-8/26/12
  - K-6 Block Party-6800 Block of 29<sup>th</sup> PL-8/25/12- Rain date-8/26/12
  - K-7 Block Party-3200 Block of Wisconsin-8/18/12-Rain date-8/19/12
  - K-8 Block Party-2600 Block of Grove-8/11/12-Rain date 8/18/12
  - K-9 Block Party-2300 Block of Highland-8/04/12- Rain date-8/5/12
  - K-10 Block Party-1200 Block of Kenilworth-8/25/12 Rain date 9/1/12
  - K-11 St. Odilos-BSA Troop 60-Car Wash-8/11/12 Rain date 8/18/12
  - K-12 J. Sterling Morton Homecoming Parade-10/5/12
  - K-13 Laureto-Street Closure/Commodore Barry Post#256 8/11/12

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

14. Alderman Skryd announced Administration Committee meeting, as previously called, for July 30, 2012 at 5:30 pm.
15. 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 8:26 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC  
City Clerk

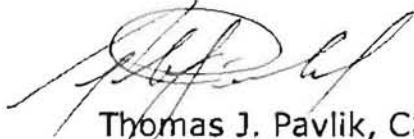
**MINUTES**  
**BERWYN CITY COUNCIL**  
**COMMITTEE OF THE WHOLE**  
**JULY 24, 2012**

1. Mayor Lovero called the Committee of the Whole to order at 6:04 p.m., upon the call of the roll the following responded present: Boyajian, Skryd, Polashek, Avila, and Laureto. Absent: Chapman, Paul and Santoy.
2. Avila made a motion, seconded by Boyajian, to excuse Aldermen Chapman, Paul and Santoy. The motion carried by a voice vote.  
**Note:** Santoy present at 6:05 p.m.
3. Waste Management Contract Extension. The Mayor recognized Evan Summer, Operations Manager and Waste Management representative Matt Hernandez who reviewed contract extension. The two year extension cost increase will go mainly for upgrading Waste Mgt. fleet with new CNG fuel (natural gas) efficient trucks, which will reduce green house gas emissions by 45%. Hernandez also stated that if the City of Berwyn were to upgrade its fleet to natural gas in the future, the Waste Management Pershing Road facility will be available to the City for refueling. Avila questioned the amount of the increase and when it goes into effect; Answer, 2% and the extension will be in effect 2013-2015.
4. Clerk Pavlik noted that he has supplied Council with an additional informational attachment to item J-4, P/W request to purchase a 2013 Ford Explorer SUV. Also, there is an addendum to tonight's City Council agenda, Item G-1 and that it should have been labeled F-1, a communication from the Mayor regarding Wage Reopener with SEIU-Local 73. Pavlik asked that a motion be made at the start of tonight's meeting to accept the addendum and to amend the agenda to include same.
5. There being no further business for the Open Committee of the Whole, the Mayor asked for a motion to go into Closed Session for Contract Negotiations, Real Estate and Pending Litigation. Thereafter, Avila made a motion, seconded by Skryd, to close the Committee of the Whole at 6:18 P.M. The motion carried by a voice vote.
6. A Motion was made in Closed Session to re-open the Committee of the Whole by Avila, seconded by Skryd, at 7:22 P.M. The motion carried by a voice vote.  
**Note:** Paul present in Closed Session at 6:24 P.M.

COMMITTEE OF THE WHOLE  
JUNE 24, 2012

7. A motion was made by Boyajian, seconded by Skryd, to adjourn the Committee of the Whole at 7:22 P.M. The motion carried by a voice vote.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Pavlik', written in a cursive style.

Thomas J. Pavlik, CMC  
City Clerk



## **D. Bid Openings Tabulations**



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



August 14, 2012

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

**Re: TIF application – Tonini’s Italian Market, 6950 Windsor Ave.**

Dear Mayor and City Council,

Applicant is requesting TIF funds for renovation of his existing business in the Depot District. The TIF scope of work includes fire alarm, electrical and flooring. The applicant submitted a Tier I TIF. To this extent, the applicant is requesting TIF funds for redevelopment work at this location in order to fill in the needed gap. Total project costs are expected to be \$7,700.

The application meets the procedural requirements of the Berwyn TIF application which was reviewed by BDC staff and then processed for consideration. A 5-year revenue forecast shows that the business would produce approximately \$124,772 in total tax revenue.

The Berwyn Development Corporation’s (BDC) Board of Directors and the Ogden/Depot TIF committee have both agreed to recommend approval of the below specified TIF monies regarding Tonini’s TIF eligible project costs.

Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$3,850. As part of our process, BDC staff will validate work performed and eligibility prior to any payments. Furthermore, the BDC will ensure the applicant will not receive any TIF monies prior to obtaining proper City permits.

With the consent of City Council, Tonini’s can commence work on their project and contribute to the revitalization efforts taking place in the Depot District.

Respectfully submitted for your consideration,



Anthony W. Griffin



E-2

August 14, 2012

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

**Re: TIF application – Windsor Legal Group, 6810-18 Windsor Ave.**

Dear Mayor and City Council,

Applicant is requesting TIF funds for renovation of his building in the Depot District. The TIF scope of work includes interior remodeling, electrical, fire alarm, HVAC, façade and awning. The applicant submitted a Tier II TIF. To this extent, the applicant is requesting TIF funds for redevelopment work at this location in order to fill in the needed gap. Total project costs are expected to be \$163,324.


The application meets the procedural requirements of the Berwyn TIF application which was reviewed by BDC staff and then processed for consideration. A 5-year revenue forecast shows that the business would produce approximately \$113,532 in total tax revenue.

The Berwyn Development Corporation's (BDC) Board of Directors and the Ogden/Depot TIF committee have both agreed to recommend approval of the below specified TIF monies regarding Windsor Legal Group's TIF eligible project costs.

Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$81,662. The following are stipulations of the approval: 1) Applicant must replace the windows/facade on the bar/restaurant. 2) Applicant's awning must conform to Depot awning policy. 3) The applicant will not receive any TIF monies prior to obtaining proper City permits. As part of our process, BDC staff will validate work performed and eligibility prior to any payments.

With the consent of City Council, Windsor Legal Group can commence work on their project and contribute to the revitalization efforts taking place in the Depot District.

Respectfully submitted for your consideration,

  
Anthony W. Griffin

E-3 REVISED

August 14, 2012

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

**Re: TIF application – The Wire, 6815 W. Roosevelt Road**

Dear Mayor and City Council,

Applicants are requesting TIF funds for renovation of their recently purchased building on Roosevelt Road. The TIF scope of work includes demolition, roof, exterior walls, window and doors, interior renovations including framing, HVAC, plumbing, electrical and carpentry and a fire alarm system, which will all lead to a new business opening in Berwyn. The applicant submitted a Tier II TIF. To this extent, the applicant is requesting TIF funds for redevelopment work at this location in order to fill in the needed gap. Total project costs are expected to be \$1,204,000.

The application meets the procedural requirements of the Berwyn TIF application which was reviewed by BDC staff and then processed for consideration. A 5-year revenue forecast shows that the business would produce approximately \$252,700 in total tax revenue.

The Berwyn Development Corporation's (BDC) Board of Directors and the Harlem/Roosevelt TIF committee have both agreed to recommend approval of the below specified TIF monies regarding The Wire's TIF eligible project costs.

Based on this information, the City Council is being asked to approve TIF monies to pay only the eligible costs associated with this project up to a maximum of \$230,000. The following are stipulations of the approval: 1) lien addendum must be signed with lien placed on building. 2) The applicant will not receive any TIF monies prior to obtaining proper City permits. 3) Owner to comply with all local, state and federal laws and codes and detail their parking strategy. 4) No funding until 100% owner equity is secured and escrowed for full funding of the project. 5) Payment of 50% in FY2012 and 50% in the 3rd quarter of FY2013. As part of our process, BDC staff will validate work performed and eligibility prior to any payments.

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

Respectfully submitted for your consideration,

Anthony W. Griffin



August 14, 2012

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

**Re: TFG Berwyn, LLC RDA for Anderson South**

Dear Mayor and City Council,

The BDC is seeking approval of the attached Redevelopment Agreement and Ordinance for the sale of the former Anderson Ford South site. The group, TFG Berwyn, LLC, plans to develop and lease for a Safelite AutoGlass, a windshield and auto glass repair facility.

Safelite AutoGlass was founded in 1947. Throughout more than 60 years of service, the company has grown from a single store in Wichita, Kansas, to a national auto glass provider, serving more than 4.4 million customers per year.

TFG Berwyn, LLC would like to have the Berwyn operation open by early 2013. The property would see the addition of one building on the eastern half of the property to house a Safelite AutoGlass. TFG Berwyn, LLC would then have an option to purchase the remaining parcel of the property for additional retail development. The acquisition and construction are expected to exceed \$1.2M with a majority being new construction costs. The new operation will employ approximately 10 people. The BDC's tax forecast for the operation is estimated to exceed \$46,000 annual in sales and property tax.

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

Respectfully submitted for your consideration,

Anthony W. Griffin

**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

**ORDINANCE**  
NUMBER \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL  
PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND  
AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH TFG  
BERWYN 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 TFG BERWYN 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**, to stimulate and induce redevelopment pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, (the “TIF Act”), and to encourage municipal revitalization, after giving all notices and conducting all public hearings required by law, the City has approved a redevelopment project and plan (collectively, the “Redevelopment Plan”); designated a Redevelopment Project Area (as hereinafter defined); and adopted tax increment financing (“TIF”) for the Redevelopment Project Area (collectively, the “TIF Ordinances”); and

**WHEREAS**, the TIF Ordinances, among other things, established a redevelopment project area, commonly known as the Ogden Avenue TIF District, in accordance with the TIF Act for certain areas of the City (the “Redevelopment Project Area”); and

**WHEREAS**, the City is the owner of that certain real property located generally at the southeast corner of Ogden Avenue and South East Avenue, Berwyn, Illinois, commonly known as “Anderson Ford – South” (the “Subject Property”), located at or about 6530 and 6550 West Ogden Avenue, 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 is located within the boundaries of the Redevelopment Project Area; and

**WHEREAS**, pursuant to Section 11-74.4-4 of the TIF Act (65 ILCS 5/11-74.4-4), the City is authorized to acquire, own and convey land and other property, real or personal, or rights or interests therein, located within a redevelopment project area; 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 all or a portion of the Subject Property to TFG Berwyn LLC (the "Developer"); and

**WHEREAS**, the Subject Property is comprised of "Parcel 1," and "Parcel 2"; and

**WHEREAS**, as set forth in the Agreement, the Developer intends to purchase and thereafter develop Parcel 1 for use as a four thousand (4,000) square foot auto-oriented service and parts business with four (4) auto bays to be operated on the southwest corner of Ogden Avenue and Scoville Avenue (the "Intended Use For Parcel 1"); and

**WHEREAS**, as further set forth in the Agreement, the Developer intends to market, but is under no obligation to purchase, Parcel 2 as a site for the development of a new commercial building for retail and/or general commercial space that, if constructed, would be located on the southeast

corner of Ogden Avenue and East Avenue (the “Developer's Rights To Parcel 2” and together with the Intended Use For Parcel 1 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 Redevelopment Project will strengthen the commercial sector of the City; (7) the Redevelopment Project is expected to generate tax revenue for the benefit of the City and its residents; and (8) the Developer evidences the financial strength to complete its obligations under the Agreement; 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 Parcel 1 to the Developer and 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 a superior offer (within the time limits set forth in the attached notice) to redevelop the Subject Property then 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 Parcel 1 to the Developer and 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 Parcel 1. 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.

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this \_\_\_\_\_ day of \_\_\_\_\_ 2012, 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 \_\_\_\_\_ day of \_\_\_\_\_ 2012.

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

ATTEST:

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

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

**Exhibit A**  
Legal Description of Property

PARCEL 1: LOTS 9 THROUGH 16, INCLUSIVE, IN E.A. CUMMINGS AND COMPANY'S OGDEN AVENUE SUBDIVISION OF LOTS 63, 64 AND 65 AND THE WEST 37 FEET OF LOTS 66, 67 AND 68 IN THE CIRCUIT COURT PARTITION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S):       16-31-404-003-0000; 16-31-404-004-0000; 16-31-404-005-0000;  
              16-31-404-006-0000; 16-31-404-007-0000; 16-31-404-008-0000  
              and 16-31-404-046-0000

**EXHIBIT B**  
**AGREEMENT**

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**REDEVELOPMENT AND LAND ACQUISITION AGREEMENT**

**By and Between**

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

**and**

**TFG BERWYN LLC,  
an Illinois limited liability company**

**Dated: \_\_\_\_\_ 2012**

The mailing, delivery or negotiation of this Redevelopment and Land Acquisition Agreement by the City of Berwyn or its agent or attorney shall not be deemed an offer by the City of Berwyn to enter into any transaction or to enter into any other relationship with TFG Berwyn 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 TFG Berwyn 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 \_\_\_\_\_, 2012 (the "Effective Date") by and between the City of Berwyn, an Illinois municipal corporation (the "City") and TFG Berwyn 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 all or a portion of that certain real property located generally at the southeast corner of Ogden Avenue and South East Avenue, Berwyn, Illinois, commonly known as "Anderson Ford - South", located at or about 6530 and 6550 West Ogden Avenue, Berwyn, Illinois and which is legally described in **Exhibit A**, attached hereto and incorporated herein, (the "Property"); and

**WHEREAS**, the Property shall include all interest, 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 comprised of "Parcel 1", legally described in **Exhibit B** (attached hereto and incorporated herein), and "Parcel 2", legally described in **Exhibit C** (attached hereto and incorporated herein); 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 Parcel 1 for use as a four thousand (4,000) square foot auto-oriented service and parts business with four (4) auto bays to be operated on the southwest corner of Ogden Avenue and Scoville Avenue (the "Intended Use") and which will stimulate and strengthen the City's tax base; and

**WHEREAS**, the Developer intends to market, but is under no obligation to purchase, Parcel 2 as a site for the development of a new commercial building for retail and/or general commercial space that, if constructed, would be located on the southeast corner of Ogden Avenue and East Avenue; and

**WHEREAS**, the Developer has determined that it is not economically feasible for the Developer to undertake the Redevelopment Project (as hereinafter defined) without a commitment by the City to provide the Developer with certain economic assistance; and

**WHEREAS**, the City has specifically investigated the economic benefits to the City if the Redevelopment Project is approved, and after due investigation and consideration the City has determined that: (1) the building located on the Property no longer complies with current building codes; (2) the building located on the Property has remained significantly underutilized for at least one (1) calendar year; (3) the Redevelopment Project is expected to create or retain job opportunities within the City; (4) the Redevelopment Project will serve to further the development of adjacent areas, increase economic activity within the City and improve the environment of the City; (5) without this Agreement and the financial assistance offered to the Developer by the City pursuant to the terms of this Agreement, the Redevelopment Project would not be possible; (6) the Redevelopment Project will strengthen the commercial sector of the City; (7) the Redevelopment Project is expected to generate tax revenue for the benefit of the City and its residents; 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 Redevelopment Project is in the best interests of the City as it furthers the health, safety and welfare of the City's residents and taxpayers; 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 Redevelopment 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 Parties desire to enter into this Agreement to set forth the rights, duties and obligations of and between the Parties regarding the development of the Intended Use on Parcel 1 and the Developer's rights with regard to Parcel 2 (collectively, the "Redevelopment Project"); and

**WHEREAS**, the Parties intend that Parcel 1 and, if acquired by the Developer, Parcel 2 be encumbered with certain restrictive covenants and reversionary rights as more fully set forth herein; and

**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 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 all or any portion of Property made pursuant to the terms of this Agreement shall be in an "As-Is" "Where-Is" condition. The transactions contemplated by this Agreement shall be closed by means of a Deed and Money "New York Style" Escrow (the "**Closing Escrow**") to be opened with the Title Company (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, the terms of this Agreement shall in all instances control.

- (2) Property Acquisition (Parcel 1); Purchase Price; Closing Date. The Developer shall purchase Parcel 1 from the City and the City shall sell and convey Parcel 1 to the Developer on the terms and conditions as set forth below. The purchase price of Parcel 1 (the "**Parcel 1 Purchase Price**") shall be Four Hundred Thousand and No/100 U.S. Dollars (\$400,000.00), plus or minus applicable prorations and closing costs. The Parcel 1 Purchase Price shall be paid as follows:
- (a) Earnest Money. Within five (5) business days after the Effective Date, Developer shall deposit, as earnest money, by certified check or wire transfer, the amount of Twenty-Five Thousand and no/100 U.S. Dollars (\$25,000.00) (said earnest money together with any interest earned thereon (as applicable) being referred to herein as the "**Earnest Money**") into an escrow account pursuant to a strict joint order escrow agreement to be entered into by the Parties (with such special provisions inserted in the strict joint order escrow agreement as may be required to conform to this Agreement) with Greater Illinois Title Company (the "**Title Company**"), as escrowee. The Earnest Money shall be transferred to the Closing Escrow upon the establishment of the Closing Escrow. The Earnest Money may be invested upon the direction of Developer and, except as specifically set forth herein to the contrary, all interest earned thereon shall accrue to the benefit of Developer. The Earnest Money shall be fully refundable to Developer in the event that Developer terminates the Agreement in writing pursuant to the terms of this Agreement prior to the expiration of the Due Diligence Period. In the event that Developer terminates this Agreement and said termination is not prior to the expiration of the Due Diligence Period: (i) Fifteen Thousand and no/100 U.S. Dollars (\$15,000.00) of the Earnest Money shall be deemed non-refundable and shall be paid directly to the City in accordance with the terms of this Agreement; and (ii) the remainder of the Earnest Money shall be fully refundable to the Developer. No such refund of the Earnest Money shall be made to Developer in the event Developer has previously breached this Agreement and failed to cure such breach within the time permitted herein.
- (b) Cash Balance. The balance of the Purchase Price, plus or minus Developer's share of the closing costs, prorations and credits hereinafter provided for, shall be paid by Developer by wire transfer at the Parcel 1 Property Closing (as defined herein).
- (3) Property Acquisition Option (Parcel 2); Closing Date; Purchase Price; Forbearance.
- (a) After the Parcel 1 Property Closing, Developer shall be permitted to market Parcel 2 for a commercial development, which is consistent with the terms of this Agreement, through the placement of a "For Lease" sign on Parcel 2. The Developer shall procure and maintain such policies of

insurance with respect to Parcel 2 as are required by Section VI of this Agreement prior to any use thereof. The Developer shall provide the City with a written proposal (a "**Development Proposal**") detailing any potential use and/or development of Parcel 2. The Developer shall be solely responsible for the costs of all marketing activities undertaken pursuant to this Agreement on its behalf including, without limitation, the preparation of any Development Proposal. The City shall convey Parcel 2 to the Developer upon the terms and conditions set forth herein if the City determines that a Development Proposal is in the best interests of the City; provided however, that nothing set forth herein shall be construed as an obligation of the Developer to purchase Parcel 2. No sale, lease or other agreement concerning Parcel 2 shall be valid until approved by the City Council, in its sole and absolute discretion. Nothing set forth herein shall affect the City's right to reject any and all Development Proposals, or the City's right to develop, market, list, sell, lease or otherwise use or dispose of Parcel 2, on such terms and conditions that it deems favorable prior to the disposition of Parcel 2. The City may terminate the Developer's right to market Parcel 2 at any time through written notice delivered in accordance with the terms of this Agreement; provided however, the Developer's rights with regard to Parcel 2 shall terminate automatically and be held for naught upon the termination of this Agreement and/or the Developer's failure to acquire Parcel 1. In the event of such a termination of the Developer's rights and interest in Parcel 2, the Developer shall immediately cease and terminate any and all marketing activities it has undertaken with regard to Parcel 2.

- (b) Upon the City's acceptance of a Development Proposal, the following terms shall be in full force and effect and shall represent the entire agreement reached between the Developer and the City for the sale and purchase of Parcel 2:
  - (i) The purchase price of Parcel 2 (the "**Parcel 2 Purchase Price**") shall be determined by the Parties based upon a pro forma generating a ten percent (10%) return on investment for the Developer, plus or minus applicable prorations and closing costs. The Developer shall pay the City the Parcel 2 Purchase Price at the Parcel 2 Closing (as hereinafter defined).
  - (ii) The closing shall take place within thirty (30) days of the date of said notice, on a date mutually agreed upon by the parties (the "**Parcel 2 Closing**").
  - (iii) At the Parcel 2 Closing, the City shall convey or cause to be conveyed to the Developer good and merchantable title to Parcel 2.

**B. Closing Escrow.** The closing of the sale of Parcel 1 contemplated by this

Agreement (the "**Parcel 1 Property Closing**") shall be held at the office of the Title Company not later than forty five (45) calendar days after the expiration of the Due Diligence Period (the "**Closing Date**"). Notwithstanding the foregoing, the Parcel 1 Property Closing shall occur not prior to the Developer's satisfaction of the Developer's Closing Contingencies (as defined below).

**C. City's Conditions Precedent to Parcel 1 Closing; Lease Agreement for Parcel**

**I.** In addition to the conditions precedent to the Parcel 1 Property Closing elsewhere set forth in this Agreement, the Developer shall satisfy the following covenants to the full satisfaction of the City prior to the City being required to the Close on Parcel 1: (1) the Developer shall provide, within a reasonable time after the Effective Date, the City with a pro forma or similar financial documentation evidencing the Developer's need for the incentives provided herein, including the land price write-down, and demonstrating that without the financial assistance offered herein by the City, the Redevelopment Project would not be possible; (2) provide proof of equity financing in the amount of twenty percent (20%) of the total construction costs related to the Renovation Project; (3) the City shall be in possession of a valid, binding and enforceable lease agreement for Parcel 1 between the Developer and Safelite Auto Center (the "Safelite Lease"); and (4) the Developer not being in material breach or default of any provision of this Agreement, including, without limitation the "Timeline" (as defined below) (collectively, the "**Developer's Closing Contingencies**"). The Parties agree and acknowledge that in the event the Developer fails to satisfy Developer's Closing Contingencies and the Developer has not cured any complained of breaches of its obligations under this Agreement, the City (not withstanding any other provision of this Agreement) may deem Developer to be in breach of this Agreement and it to be null, void and terminated immediately after written notice and opportunity to cure the complained of default has expired.

**D. Deliveries at Closing (Parcel 1 or Parcel 2); Closing Costs.**

- (1) City's (Seller's) Deliveries. At the Parcel 1 Property 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 general warranty deed (the "**Parcel 1 Deed**") from City conveying Parcel 1 to the Developer. The Deed shall be subject only to the Reversion (as defined below), the Restrictive Covenant (as defined below), real estate taxes and matters created by or through the Developer and public entities;
  - (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 hereinafter defined), with extended coverage and a survey endorsement

upon the Developer's request and at its expense, 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) A standard form assignment agreement conveying the City's interests, if any, in all applicable contracts, permits, licenses and warranties on Parcel 1; and
  - (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); and
- (2) City's (Seller's) Deliveries. At the Parcel 2 Property 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 general warranty deed (the "**Parcel 2 Deed**" and, where applicable, together with the Parcel 1 Deed, the "**Deed**") from City conveying Parcel 2 to the Developer. The Deed shall be subject only to the Reversion (as defined below), the Restrictive Covenant (as defined below), real estate taxes and matters created by or through the Developer and public entities;
  - (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 hereinafter defined), with extended coverage and a survey endorsement upon the Developer's request and at its expense, 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

**"Parcel 2 Closing Statement");**

- (f) A standard form assignment agreement conveying the City's interests, if any, in all applicable contracts, permits, licenses and warranties on Parcel 2; and
  - (g) Possession (and use, as applicable) of the Parcel 2 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); and
- (3) Developer's Deliveries. Except as specified below, at each of the Parcel 1 Property Closing and the Parcel 2 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 balance of the applicable 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; and
  - (e) At the Parcel 1 Property Closing, an exact copy of the Safelite Lease.
- (4) Mutual Deliveries. At each of the Parcel 1 Property Closing and the Parcel 2 Closing, the Parties shall jointly deliver the following documents to the Title Company, as escrowee or the other Party:
- (a) To the extent required state, county and municipal Transfer Tax Declarations; and
  - (b) Any and all other documents reasonably required to effectuate the transaction contemplated herein or reasonably requested by the other Party.
- (5) Concurrent Delivery of Closing Documents. All documents or other deliveries required to be made by the Developer or the City at the Parcel 1 Property Closing or the Parcel 2 Property Closing, as applicable, and all transactions required to be consummated concurrently with the applicable 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.

- (6) 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 at each of the Parcel 1 Property Closing and the Parcel 2 Property Closing: (a) the Preliminary Commitment (as defined below) and the Title Policy (as defined below), but not any other endorsements except those as specifically designated herein 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 (exclusive of those being paid by City pursuant to the terms of this Agreement); (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 in accordance with local ordinances and customs 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 Parcel 1 Property Closing and the Parcel 2 Closing, as applicable. 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 of sixty (60) days following the expiration of the Publication Period (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 Property and the Developer's Intended Use thereof; provided however, that all such activities conducted on the Property by or on behalf of the Developer shall be non-invasive and shall be conducted so as not to cause damage to the Property. The Developer shall provide reasonable written notice, which shall not be fewer than two (2) business days in advance, prior to entering the Property. The City may, in its sole and absolute discretion, have a representative present during any and all examinations, inspections or studies conducted on the Property.

**F. Due Diligence; Delivery of Applicable Documents.** The City has delivered 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 including, without limitation the Developer's inability to finalize the Safelite Lease, or if the Developer, in its sole and absolute discretion, otherwise determines that the Property is unsatisfactory to it, 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**"). The Developer shall deliver the Termination Notice with all copies of all test results that the Developer received regarding the Property. All other copies of any test results generated or received by the Developer shall be destroyed and not otherwise distributed by 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, any earnest money deposit made, together with all interest accrued thereon, shall be returned as soon as commercially reasonably possible to the Developer 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 the Title Company in the amount of the Purchase Price showing title to the Property in the City. The Preliminary Commitment shall be subject only to: (i) the standard permitted exceptions and general exceptions contained in the Preliminary Commitment; (ii) current and outstanding 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**"). While the Parties acknowledge that Developer shall have the right to terminate this Agreement in the event the Preliminary Commitment is unsatisfactory to it, in the event the Developer objects to the Preliminary Commitment in writing, the City agrees to take reasonable steps to work with Developer to clear the aforesaid title objection.

**J. Title Policy.** The City, on the Parcel 1 Property Closing Date, at its sole cost and expense, shall cause the Title Company to issue to the Developer a Chicago Title Insurance Company ALTA Form 2006 Owner's Policy of Title Insurance insuring Parcel 1 for the Parcel 1 Purchase Price (the "**Title Policy**"). The Title Policy will contain the Restrictive Covenant (as defined below). The City, on the Parcel 2 Property Closing Date, at its sole cost and expense, shall cause the Title Company to issue to the Developer a Chicago Title Insurance Company ALTA Form 2006 Owner's Policy of Title Insurance insuring Parcel 2 for the Parcel 2 Purchase Price (the "**Parcel 2 Title Policy**"). The Parcel 2 Title Policy will contain the Restrictive Covenant (as defined below). The Parties acknowledge that that sole covenants, conditions and restrictions of record that shall remain on the Title Policy as of the Closing Date shall be current, general real estate taxes and those that do not interfere with the intended use and enjoyment of Parcel 1 (or Parcel 2, when applicable).

**K. Property; Survey.** The Developer acknowledges receipt of the survey of the Property, attached hereto as **Exhibit D**.

**L. Prorations; Real Estate Taxes and Utilities.** The Illinois Department of Revenue has certified the Property as exempt from real estate taxation as of the date of the City's acquisition of the same. Notwithstanding the foregoing, the Parties agree and acknowledge that the City has filed a request with Cook County for the application of the foregoing certification to any taxes currently listed as outstanding on the Property (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 applicable closing.

**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. The City warrants and represents to the benefit of the Developer 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 relying on its investigations and neither information nor materials provided to it by the City in making its decision in acquiring 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.

**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 Redevelopment 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 Redevelopment Project as contemplated would not be economically viable;
- (6) 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, certifications and other governmental authorizations necessary to carry out the Redevelopment Project which, if not obtained, could materially and adversely affect the ability of the

Developer to perform its obligations under this Agreement or otherwise carry out or complete the Redevelopment Project. The Developer agrees that the development of the Property shall be in full compliance with the zoning and building regulations of the City Code. 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;

- (7) The Developer will obtain, or will cause to be obtained, as and when necessary, all licenses, permits, franchises, certifications and approvals that are or will be required under applicable laws and regulations by any governmental body or officer so that the Developer can carry out the Redevelopment Project and complete its obligations under this Agreement. 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;
- (8) 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;
- (9) 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;
- (10) Any financial information and other written data submitted by the Developer or to be submitted by the Developer to the City are true and correct in all material respects as of the dates of such statements and data. There have been no material adverse changes in the business, operations, ownership or condition (whether financial or legal) of the Developer as disclosed in such statements and data, and 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;
- (11) Any financial projections provided to the City in writing by the Developer are the same in all material respects as the financial projections provided by the Developer to any and all providers of the private financing;
- (12) The Developer expects that after the execution of this Agreement, the

implementation of the Redevelopment Project will proceed with due diligence to completion;

- (13) 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 has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2-105(A)(4), the Developer is in compliance with the Drug Free Workplace Act (30 ILCS 580/1, *et seq.*) and the Developer will comply with the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) and the Law (as defined below); and
- (14) 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;
- (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 undisclosed leases, contracts, or other agreements 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 Parcel 1 prior to the Parcel 1 Property 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 Parcel 1 to the Developer on or before the Parcel 1 Property Closing Date subject to the Deed, the Restrictive Covenant and the Permitted Title Exceptions.
- (9) If, prior to Parcel 1 Closing Date, the City receives notice or obtains knowledge of any information that indicates that any of the foregoing representations or warranties regarding Parcel 1 is untrue, then the City shall promptly advise the Developer in writing of its notice, information, or knowledge. If, prior to the termination of the Developer's rights hereunder with regard to Parcel 2, the City receives notice or obtains any information that indicates that any of the foregoing representations or warranties regarding Parcel 2 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 Redevelopment Project and/or compliance by the Developer with the provisions of this Agreement. The Parties also acknowledge that, except as otherwise set forth in this Agreement, the City shall have no obligation to pay any entity or person other than the Developer, 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 Redevelopment 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 Redevelopment 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 Date, the Developer, on behalf of itself, its successors and assigns shall unconditionally covenant not to sue the Indemnified Parties for any and all liability (whether arising under contract, statute, regulation, common law or otherwise) known and unknown, arising from or relating to the presence, release or migration of

Hazardous Substances at, to or from the Property, or compliance with the Environmental Laws, on or after the Closing Date, except as otherwise provided below.

- (c) The Parties, notwithstanding any provision set forth in this Section III of this Agreement, acknowledge and agree that the Property is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS" except where specifically set forth in the remainder of this Agreement; provided, that Parcel 1 shall be in substantially the same condition on the Closing Date as it was at the expiration of the Publication Period 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 Date 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 Redevelopment 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. 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. Construction and Operation of the Intended Use.** The Developer shall take all or cause the undertaking of all steps reasonably necessary to ensure the development of Parcel 1 into the Intended Use to be operated pursuant to the Safelite Lease (the "**Renovation Project**" as a portion of the Redevelopment Project). All costs, expenses and work associated with the Renovation Project shall be the full and sole obligation of the Developer (and the City shall have

no obligation for the completion of the same). As set forth on the Timeline, the shell of the Renovation Project and the Civil Site Improvements (as defined below) shall be substantially completed within six (6) months after the date that a building permit for the same is issued to the Developer. The operator of the Intended Use shall have three (3) months thereafter to fixture and stock the store and open for business.

**B. Construction Plans.** Any and all new construction at the Property shall be consistent with the Berwyn Development Corporation's TIF Design Guidelines, attached hereto as **Exhibit E**, and shall take into account the character and historical nature of Route 66 developments. The Renovation Project shall generally conform to the Site Plan, attached hereto and incorporated herein as **Exhibit F**, the Floor Plan, attached hereto and incorporated herein as **Exhibit G**, Construction Timeline (the "**Timeline**"), attached hereto and incorporated herein as **Exhibit H**, and the Architectural Rendering, attached hereto and incorporated herein as **Exhibit I**. Without limiting the generality of the foregoing, the Parties agree and acknowledge that the Developer shall not permit the use of EIFS or dryvit on the structures located at the Property. The Developer shall cause the Safelite Lease, and its lease with any other permitted user of the Property, to contain provisions requiring that any and all sales from the Berwyn operation will pay the City's sales tax, list and detail Berwyn, Illinois as the point of sale for all transactions, and not intentionally direct sales to another point/location.

**C. Construction of Civil Site Improvements.**

- (1) As a material inducement and additional consideration for the City to convey Parcel 1 to the Developer, the Developer shall construct the "**Civil Site Improvements**" (as a portion of the Redevelopment Project)." The Civil Site Improvements shall include: (a) curb, gutter and utility improvements to include storm water detention incidental to the construction of the Redevelopment Project; (b) landscaping and decorative fencing as a buffer along the property line and as a buffer for Ogden Avenue frontage; and (c) additional infrastructure improvements and site work on the Property necessary to sustain the Intended Use. The City will allow developer to cut into sidewalks for needed streetscape improvements in connection with the Civil Site Improvements and will support any application by the Developer to achieve a curb cut on Ogden Avenue from the Illinois Department of Transportation ("IDOT"). The Developer acknowledges that Ogden Avenue is an IDOT road and the City cannot guarantee a curb cut. The Developer's failure to secure the curb cuts shall not be deemed an Event of Default (as defined below) under this Agreement.
- (2) The construction of the Civil Site Improvements shall be completed at the sole cost and expense of the Developer and in a first class and lien free manner. 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. 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, including, but not limited to, the City's Zoning and Building Codes (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 same.

- (3) 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 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). The 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 and to the standards set forth in 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. All plan and permit applications shall conform to the terms of this Agreement and shall comply with the Laws.
- (4) 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 Redevelopment 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 Redevelopment Project constitute an event of Force Majeure. Moreover, no event of Force Majeure shall be deemed to exist: (c) as to any matter that could have been avoided by the exercise of due care; (d) as to any matter initiated or unreasonably sustained; and (e) unless the Developer provides the City with a written notice within fourteen (14) calendar days of the commencement of such claimed event of Force Majeure. The deadline to complete the Redevelopment Project shall be extended 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. The Developer shall pay all City

permit and impact fees. This obligation shall survive until the City is fully reimbursed for the abovementioned costs and fees.

**D. The City's Right To Monitor and Inspect the Redevelopment Project.** In addition to any other rights specified in this Agreement with regard to the construction and maintenance of the Redevelopment 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 Redevelopment Project. During such inspections, which may be made with reasonable advance notice (which notice may be oral) and during normal business hours, City representatives shall be allowed access to the site as necessary for the City to determine whether the Redevelopment Project is proceeding in a timely manner and in compliance with the Laws, 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 Redevelopment 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 Redevelopment Project. The previously mentioned obligation shall be applicable during the period of construction of the Redevelopment Project. Such notice shall be made in sufficient detail to advise the City of the deviation and provide supporting documentation supporting the same.

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

- (1) The Developer shall direct the removal of any debris resulting from the construction of the Redevelopment Project, which removal shall be conducted in accordance with the best interests of the City and applicable laws and ordinances.
- (2) During the construction of the Redevelopment Project, the Developer shall cause its general contractor or project manager to be responsible for cleaning up the mud and dirt on abutting streets and rights of way resulting from the construction of the Redevelopment Project. The Developer's agents shall clean the roadways within forty-eight (48) hours after receiving notice from the City. In the event that the Developer fails to have the 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.

**F. Tier III TIF Application.** The Developer shall comply with the Laws and the requirements of the Tier III TIF application and incorporated herein by reference.

**G. Development of Parcel 2.** If the City accepts a Development Proposal and Parcel 2 is further developed, then it shall be developed into a commercial building for retail or general commercial space. The Parties agree and acknowledge that the Developer's tenant(s) of Parcel 2 is yet to be determined and must be pre-approved by the City Council, which approval will not be unreasonably withheld provided the use is not a project non-permitted use, as provided below. The developer agrees that the City of Berwyn shall reserve the right to reject proposed tenants as detailed below in project non-permitted uses.

**H. Restrictive Covenant.** One or both of the Deeds (as applicable) shall contain a restrictive covenant (the "**Restrictive Covenant**") providing that 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 Property, 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; or (iv) any amusement arcade, "bingo" parlor or game center; or (v) any massage parlor, modeling studio, tanning salon or establishment where men or women are engaged in salacious activities or any type of establishment that would be considered a sexually oriented business by prevailing community standards; or (vi) any business engaged in the rental or sale of pornographic literature or video products; or (vii) barber or beauty shops (including nail salons); or (viii) tobacco shops; or (ix) pawn shops; or (x) video stores; 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 (xi) 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 Redevelopment Project in any manner, whatsoever, which violates any of the Laws or is dangerous to life or property or creates a public nuisance.

**I. Reversion and Payment Upon Sale.** If the Developer fails to complete or maintain the (completed) Renovation Project sufficient to receive a certificate of occupancy for the Intended Use in accordance with the Timeline and such delay is not caused as a result of any action or inaction of the City or Force Majeure, then, following written notice and the opportunity to cure as set forth in Article VII hereof, the title to Parcel 1 and, if applicable, Parcel 2 shall revert to the City pursuant to the terms of one, or as applicable both, Deed(s) ("**Reversion**"). The Developer shall have no claim against the City for title to the Property, and the Developer expressly waives and forever discharges 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 liens or encumbrances on the Property due to the acts or omissions of Developer, its contractors or subcontractors or an individual or entity claiming through, by or under Developer, its contractors or subcontractors (collectively, "**Liens**"), 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. The City shall be a lien holder on the Property (the "City Lien") until after a certificate of occupancy is issued for the Intended Use; provided however, that the City Lien shall be subordinate to the Developer's mortgage securing financing for the completion of the Renovation Project. 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. The City shall record a release of the City Lien as soon as reasonably practicable following the issuance of a Certificate of Occupancy by the City for the Intended Use and, thereafter, this provision shall be of no further force and effect.

**J. Property Tax Relief.** The Developer or any successor, assign or tenant shall not apply for and shall be strictly prohibited from applying for all relief from real property tax pursuant to the Real Property Assessment Classification Ordinance or for any additional real estate tax incentives or subsidies for a period of ten (10) years following the Closing Date; provided, however, this provision shall not prohibit the Developer from applying for any other real property tax relief, provided such application for tax relief is approved in writing by the City Council in its reasonable discretion.

## **SECTION V COMPLIANCE WITH LAW**

In the event that any court or governmental agency having jurisdiction over enforcement of the Redevelopment 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 Redevelopment 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. 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 VI INSURANCE**

**A. Builder's Risk Prior to Completion.** Not more than thirty (30) days prior to the Developer 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 Renovation Project, as certified by the City, completed builder's risk insurance insuring against risk of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the construction of the Redevelopment Project (including on-site stored



materials and off-site materials that have been fabricated or purchased). Such insurance policies shall be issued by companies with AM Best ratings of at least A-VII. All such policies shall contain a provision that said insurance policy will not be canceled without thirty (30) calendar days prior written notice to the City. The proceeds of any claim on this builder's risk insurance shall be used to repair and/or complete the work that is the subject of the claim.

**B. Insurance During Term of Agreement.** Prior to commencement of the Redevelopment Project, and as of the expiration of the Publication Period, but no later than the Developer entering upon the Property to undertake its Due Diligence hereof, the Developer shall procure (or shall have procured, as applicable) and shall maintain, at the Developer's sole cost and expense, in full force and effect during construction operations, and thereafter the owner of the Property shall procure and maintain during the term of this Agreement a policy or policies of general commercial comprehensive liability insurance, including contractual liability insurance and, during any period of construction, contractor's general liability insurance with liability coverage under each such policy to be not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and in the aggregate Three Million and No/100 U.S. Dollars (\$3,000,000.00), workers' compensation insurance in statutory limits, employer's liability insurance with at least One Million and No/100 U.S. Dollars (\$1,000,000.00) per accident, One Million and No/100 U.S. Dollars (\$1,000,000.00) per disease, per employee and One Million and No/100 U.S. Dollars (\$1,000,000.00) 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 Redevelopment Project. Any other insurance or self-insurance maintained by the City shall be in excess of and shall not contribute to the protection the City receives as an additional insured on the insurance required by this Agreement. Subject to the rights of the Developer's lender, any liability insurance proceeds received hereunder to which the City is legally entitled shall be deposited in the general operational fund of the City as such sums will be used to reimburse the City for sums normally paid from the general fund of the City.

## SECTION VII 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; and/or (2) the Developer fails to comply with the Timeline, 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 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.

## **SECTION VIII 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 Redevelopment 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 Redevelopment Project.

**B. Ethics.** The Parties hereby covenant and agree that neither the Mayor nor any member of the City Council nor any other public official or public employee who exercises any

direct decision making functions or responsibilities with respect to the Redevelopment Project during the individual's term or term of employment and for one (1) calendar year thereafter, shall have any personal or financial interest, direct or indirect, other than the individual's salary, in any matter to be performed in connection with the Redevelopment Project; provided, however, nothing in this Section shall be construed to preclude the right of said officials or employees to be reimbursed by the Developer for services rendered or costs incurred in connection with discharging their responsibilities under this Agreement.

## **SECTION IX PERFORMANCE**

**A. Time of the Essence; 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 Redevelopment 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 Redevelopment Project is completed; or (7) arising from construction of the Redevelopment 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 acquiring an interest in the Property prior to issuance of a Certificate of Occupancy by the City for the Intended Use, 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 Redevelopment Project keep and maintain (separate from any of the Developer's other books, records and accounts) accurate and complete records pertaining to the Redevelopment Project including, without limitation, financial statements, records and books of account reflecting 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 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 Redevelopment Project, as described above, to the Cook County Assessor and to others to the extent required by law including, without limitation, Rule 15c2-12, which was promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

## SECTION X MISCELLANEOUS PROVISIONS

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

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

**C. Entirety and Binding Effect.** This Agreement represents the entirety of the agreement between the Parties. The rights and obligations of the Developer and 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. 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 Redevelopment 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 Redevelopment Project; (iii) assume or guarantee the obligations of any other person or entity that would materially and adversely affect the ability of the Developer to complete the Redevelopment Project; or (iv) enter into a transaction that would cause a material change to the Developer's condition that would affect its ability to complete the Redevelopment Project or any covenant hereunder.

**J. Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) 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:

With a copy to: Ronald Rosenblum, Esq.  
111 West Washington Street  
Suite 823  
Chicago, Illinois 60602  
Facsimile: 312-977-0922

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

With a copy to: Berwyn Development Corporation  
3322 Oak Park Avenue, 2<sup>nd</sup> Floor  
Berwyn, IL 60402  
Email: agriffin@berwyn.net

With a copy to: Del Galdo Law Group, LLC  
1441 South Harlem  
Berwyn, Illinois 60402  
Attention: James M. Vasselli & Amber L. Munday  
Facsimile: 708-222-7001  
Email: 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.** The Developer, except as specifically set forth above, shall not assign, pledge or obligate its rights under this Agreement 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 is such denial is made for cause or no cause. Notwithstanding the foregoing, the Developer shall have the right to assign this Agreement to an "Affiliated Entity", provided, however, the Developer remains fully obligated to the terms of this Agreement. For purposes of this subsection, Affiliated Entity shall mean an entity directly controlling, controlled by or under common control with the Developer.

**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 to this Agreement in its reasonable discretion that it is obligated to terminate this Agreement and seek the redevelopment of the Property in accordance with the terms of the superior proposal. The City's determination that an alternative proposal is superior to the one set forth hereunder may be based on subjective criteria as determined by the City in its sole discretion addition to any proposed increase of the Property's purchase price. 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.

**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 Property
- Exhibit B: Legal Description of Parcel 1
- Exhibit C: Legal Description of Parcel 2
- Exhibit D: Existing Survey
- Exhibit E: Berwyn Development Corporation's TIF Design Guidelines
- Exhibit F: Site Plan
- Exhibit G: Floor Plan
- Exhibit H: Construction Timeline

Exhibit I: Architectural Rendering

**[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.

**TFG BERWYN LLC, AN ILLINOIS  
LIMITED LIABILITY COMPANY**

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

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

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

ATTEST:

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

**Exhibit A**  
Legal Description of Property

PARCEL 1: LOTS 9 THROUGH 16, INCLUSIVE, IN E.A. CUMMINGS AND COMPANY'S OGDEN AVENUE SUBDIVISION OF LOTS 63, 64 AND 65 AND THE WEST 37 FEET OF LOTS 66, 67 AND 68 IN THE CIRCUIT COURT PARTITION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S):       16-31-404-003-0000; 16-31-404-004-0000; 16-31-404-005-0000;  
              16-31-404-006-0000; 16-31-404-007-0000; 16-31-404-008-0000  
              and 16-31-404-046-0000

**Exhibit B**

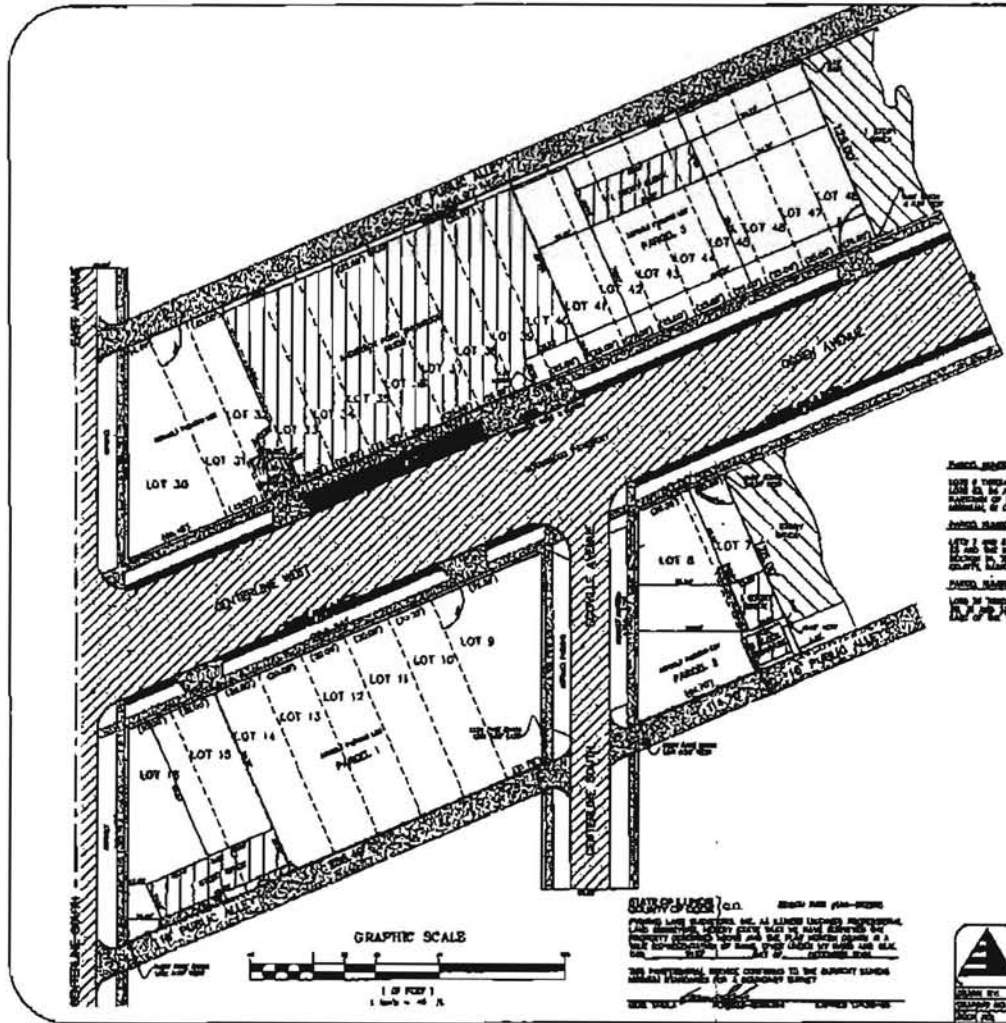
Parcel 1 Legal Description

LOTS 9 THROUGH 13, INCLUSIVE IN E.A. CUMMINGS AND COMPANY'S OGDEN AVENUE SUBDIVISION OF LOTS 63, 64 AND 65 AND THE WEST 37 FEET OF LOTS 66, 67 AND 68 IN THE CIRCUIT COURT PARTITION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Exhibit C**  
Parcel 2 Legal Description

LOTS 14 THROUGH 16, INCLUSIVE IN E.A. CUMMINGS AND COMPANY'S OGDEN AVENUE SUBDIVISION OF LOTS 63, 64 AND 65 AND THE WEST 37 FEET OF LOTS 66, 67 AND 68 IN THE CIRCUIT COURT PARTITION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Exhibit D**  
Existing Survey  
(To Be Attached)



## PLAT OF SURVEY

**SECTION 1**  
 THIS PLAT OF SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF MISSISSIPPI, PASSED AT THE REGULAR SESSION OF SAID LEGISLATURE, IN THE YEAR 1900, AND IS SUBJECT TO THE ACTS OF SAID LEGISLATURE, PASSED AT THE REGULAR SESSION OF SAID LEGISLATURE, IN THE YEAR 1900, AND IS SUBJECT TO THE ACTS OF SAID LEGISLATURE, PASSED AT THE REGULAR SESSION OF SAID LEGISLATURE, IN THE YEAR 1900.

**SECTION 2**  
 THIS PLAT OF SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF MISSISSIPPI, PASSED AT THE REGULAR SESSION OF SAID LEGISLATURE, IN THE YEAR 1900, AND IS SUBJECT TO THE ACTS OF SAID LEGISLATURE, PASSED AT THE REGULAR SESSION OF SAID LEGISLATURE, IN THE YEAR 1900.

**SECTION 3**  
 THIS PLAT OF SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF MISSISSIPPI, PASSED AT THE REGULAR SESSION OF SAID LEGISLATURE, IN THE YEAR 1900, AND IS SUBJECT TO THE ACTS OF SAID LEGISLATURE, PASSED AT THE REGULAR SESSION OF SAID LEGISLATURE, IN THE YEAR 1900.

CONFORMS TO RECORD IN BOOK 100, PAGE 100, RECORDS OF THE PUBLIC ALLEY.

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ALL MEASUREMENTS AND CALCULATIONS ARE GIVEN IN FEET AND INCHES, AND ARE CONSIDERED AS A VERIFICATION OF THE SURVEYOR'S WORK.

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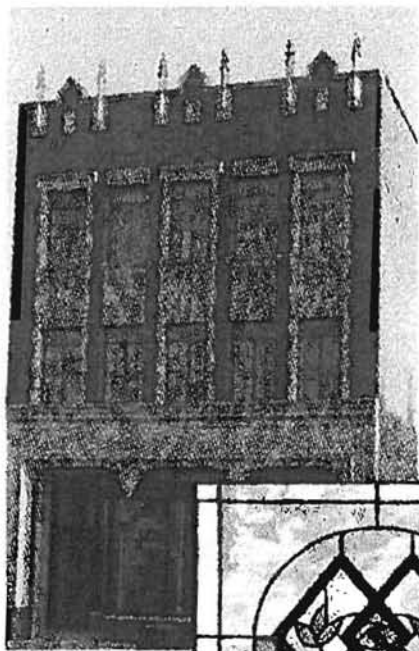
**PYRAMID LAND SURVEYORS, INC.**  
 Land Surveyors Shreve and Harrison

1000 W. 10th Street, Shreveport, Louisiana 71201  
 Phone: (504) 833-1111

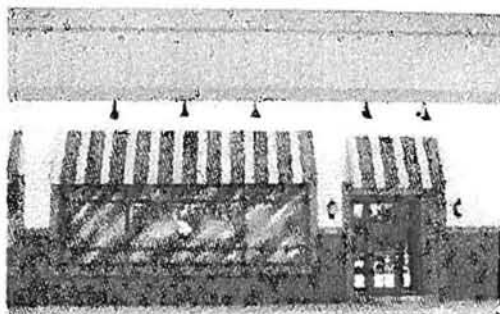
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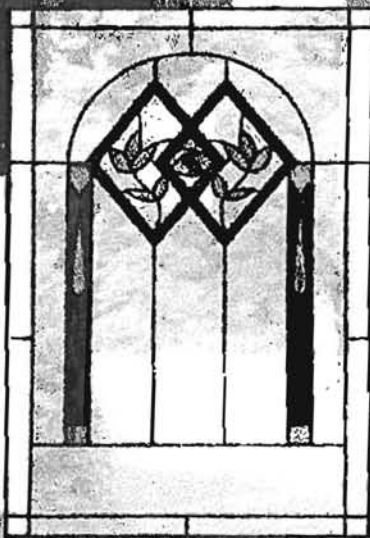
**Exhibit E**  
Berwyn Development Corporation's TIF Design Guidelines  
(To Be Attached)



Preserve



Rebuild



Restore



Renew

Design Guidelines

**City of Berwyn  
Tax Increment  
Financing Districts**

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### **Berwyn's Tax Increment Financing (TIF) Districts**

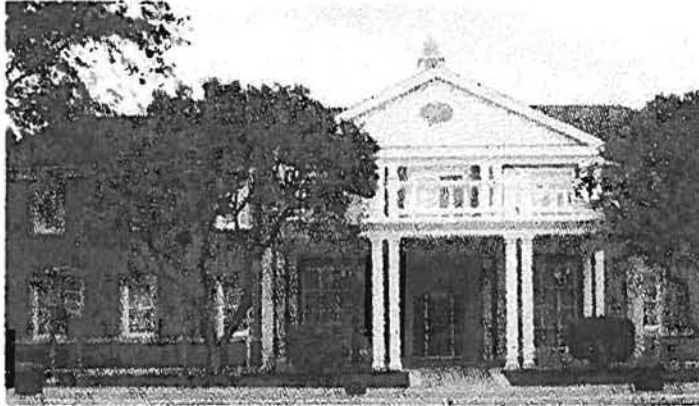
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*Published by the*  
**Berwyn Development Corporation**  
*in conjunction with the*  
**City of Berwyn**

# General Design Guidelines

## Introduction

These design guidelines provide recommendations for the protection, enhancement, and preservation of buildings, structures, parking lots, and areas within each of the City of Berwyn's commercial districts.



Property owners, architects, and contractors are encouraged to refer to these basic design principles prior to initiating any rehabilitation projects, new construction, or property improvements.

By focusing on the quality and compatibility of improvements, the

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

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

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

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

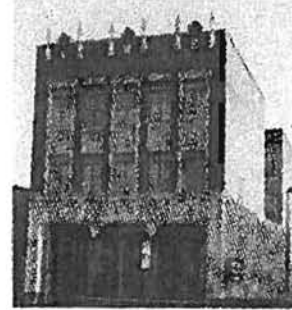
## Rehabilitation

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

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

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

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



### *Building Materials*

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

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

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

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

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



### *Masonry*

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

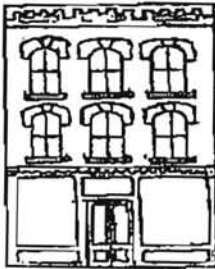
### *Color and Paint*

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



Early to Mid 1800s

Simple Cornice  
Window Lintels  
Small Panes  
Post + Beam Frame  
Divided Display Windows  
Simple Decoration



Mid to Late 1800s

Decorated Cornices  
Window Hoods  
2 over 2 windows  
Cast Iron Columns  
Large Display Windows



Late 1800s to Early 1900s

Corbel Brick Cornice  
Large Arch Windows  
Transom Windows  
Recessed Entry



Early 1900s to 1930s

Simple Brick Cornice  
Large Windows with Units  
Metal Frames  
Structural Glass  
Recessed Entry

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

**Chemical:** Considered safe for old masonry.



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

Cleaning Options

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

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

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

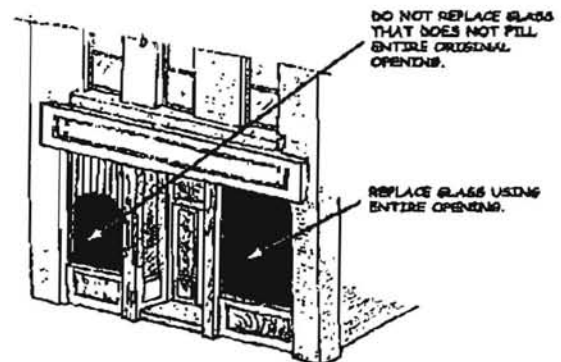


## Entrances and Windows



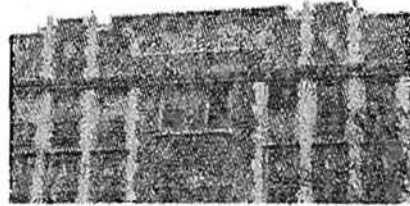
Entrances should be clearly identified and dramatized with large proportions, frame and header details, and address identification, providing an open invitation to potential customers. New doors and windows should be compatible with the architectural style and character of the façade.

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



### *Rooflines and Parapets*

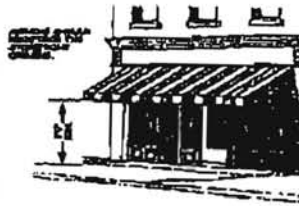
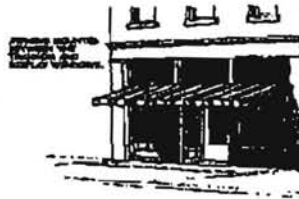
- The original roofline and cornice treatment should be maintained and restored.
- New buildings should reflect and complement the established roof line heights and cornice treatments of adjacent existing buildings.
- Simply-shaped parapets can be used to create an interesting building profile when combined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



### *Awnings and Canopies*

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

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



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

### *Lighting*

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

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

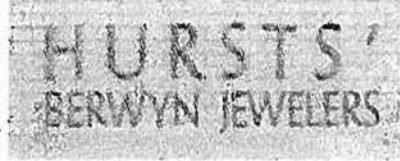




## Signs

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

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



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



## In-fill Construction

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

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

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



NEW FACADES ARE BUILT FLUSH WITH THE EXISTING STOREFRONTS.

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

### *Façade Proportions*

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

### *Materials*

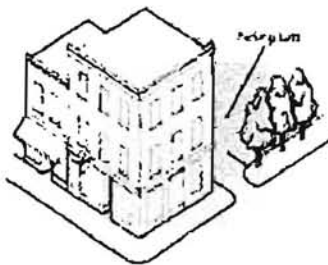
The in-fill façade should be composed of materials similar to surrounding buildings. Building materials of brick veneer and stone are encouraged, although contemporary materials are acceptable if a good relationship is established with the adjacent areas.



## **Parking and Other Site Improvements**

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

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



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

## **Berwyn's Tax Increment Financing (TIF) Districts**

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

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

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

### **Berwyn Theatre Area/Cermak Road**

- Established 1987, Amended 1997
- Boundaries: EW Harlem - Lombard, fronting NS Cermak Road  
\*Average Daily Traffic Counts 28,300

### **Ogden Avenue Corridor**

- Established 1993, Amended 1995
- Boundaries: EW Harlem - Lombard, fronting NS Ogden Avenue  
\*Average Daily Traffic Counts 33,900

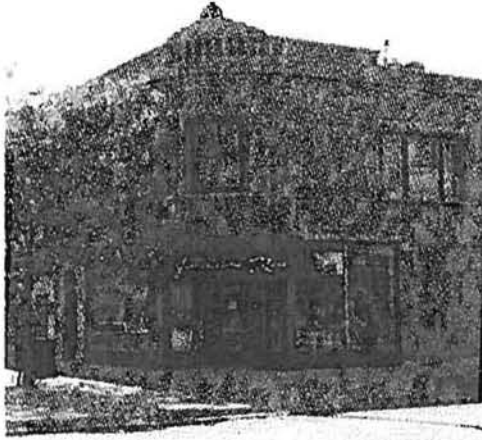
### **South Berwyn/Depot District**

- Established 1997
- Boundaries: NS on Oak Park Avenue between 31 and 34 Streets and EW along Windsor and Stanley - between Ridgeland and Home Ave.  
\*Average Daily Traffic Counts 10,200

### **Roosevelt Road Corridor**

- Established 1997
- Boundaries: Lombard - Maple Avenue, fronting along the South side of Roosevelt only.  
\*Average Daily Traffic Counts 22,400

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



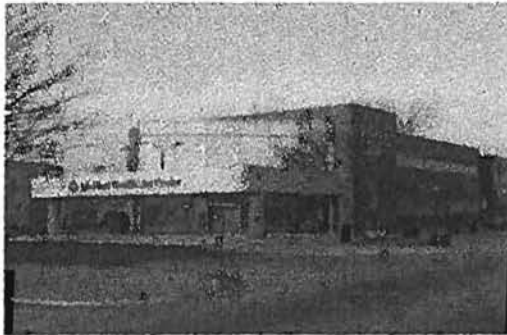
## Cermak Road Berwyn Theatre Area

*A Grande Boulevard*

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

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

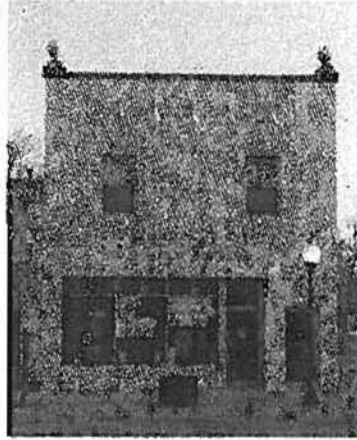
As a major arterial road, Cermak Road attracts approximately 28,000 cars daily and is a natural draw for new business opportunities.



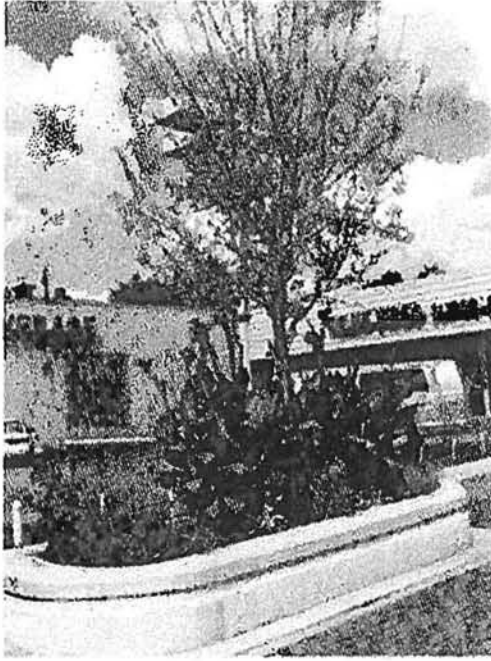
Berwyn's first tax increment financing (TIF) district, Cermak Road today is an attractive, pedestrian-friendly business district. Key façade rehab, renovation, and redevelopment projects have spurred substantial private investment and helped keep this important commercial corridor economically viable,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

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

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



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



## Ogden Avenue Route 66

*It's a Kick!*

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

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

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

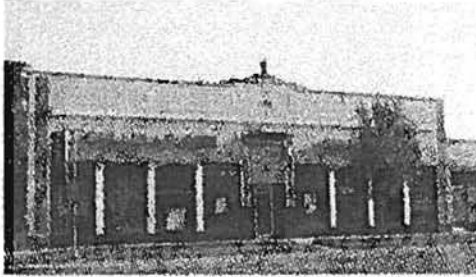
The Ogden Avenue corridor was developed over a period of many years and architectural styles are quite diverse. The corridor still contains several attractive, turn-of-the-century commercial buildings, as well as more recent examples of contemporary architectural styles. Many buildings date from the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

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

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



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



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

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

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

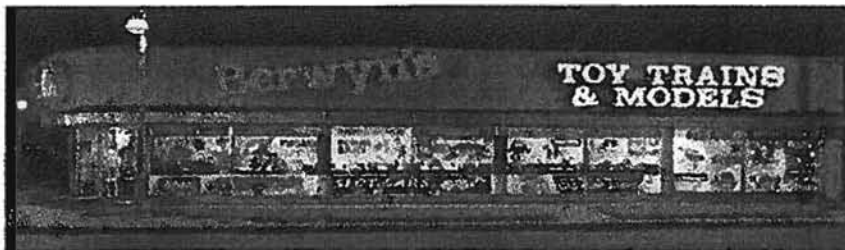
### *Lighting and Neon*

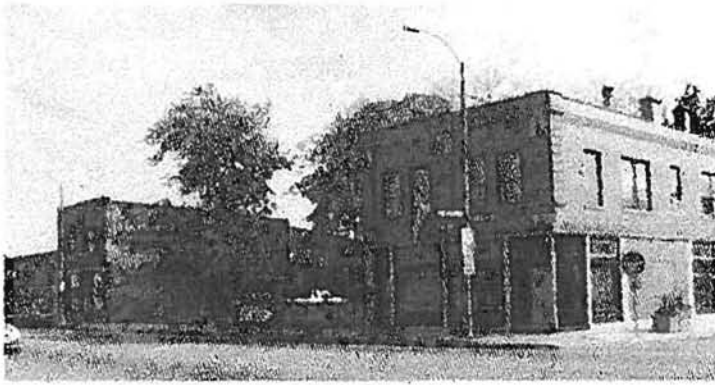
Neon reflects the Route 66 theme and can significantly enhance the overall image and appearance of the corridor. With unlimited design potential, neon adds a vibrancy which can be achieved through no other medium.

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

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

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





## Roosevelt Road Berwyn's Northern Gateway

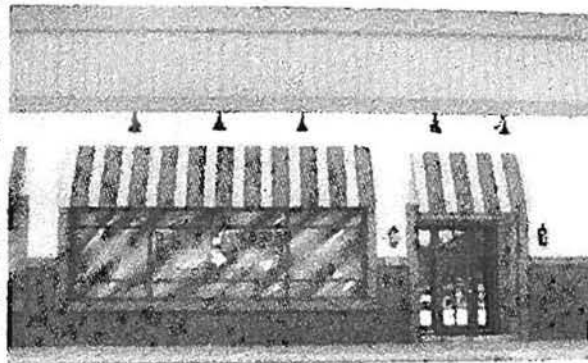
Roosevelt Road in Berwyn has a rich history. Marking the border between the Village of Oak Park and the City of Berwyn, the corridor, along with a large portion of what is today north Berwyn, virtually floated from one municipality and township to another until it became part of Berwyn. Nightspots, taverns,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



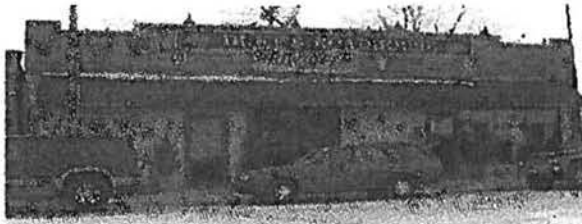
In recent years, Roosevelt Road has enjoyed spurts and even surges of successful redevelopment. It is home to a diverse group of businesses and a wide range of architectural styles, mixing historic structures with contemporary shopping centers, and major, single-use properties.

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

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







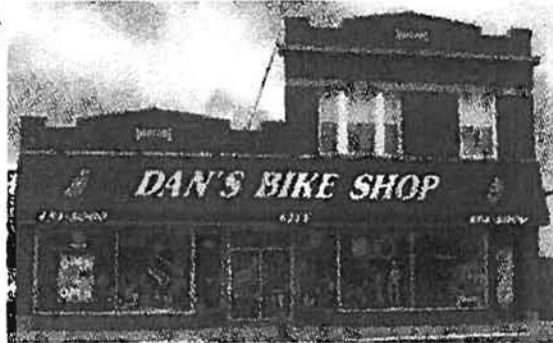
possible, following this publication's general design guidelines. Restoring a "pedestrian-friendly" environment is particularly important for businesses and area residents and should be a primary concern for any

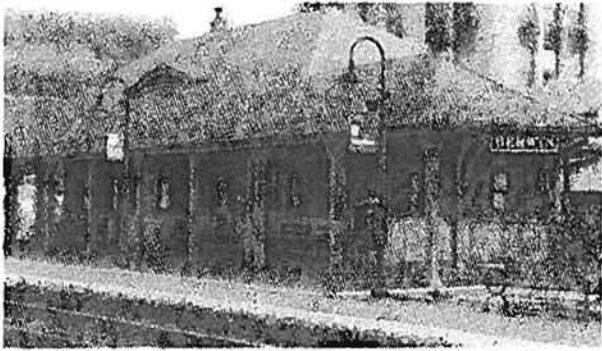
public or private redevelopment or infrastructure project.

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

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

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





## South Berwyn's *Historic Commuter Corridor*

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



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

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

the pedestrian.

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

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

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

\* 1999 Metra Report



**NOTES:**

Lined area for notes, consisting of multiple horizontal lines.



berwyn development  
CORPORATION

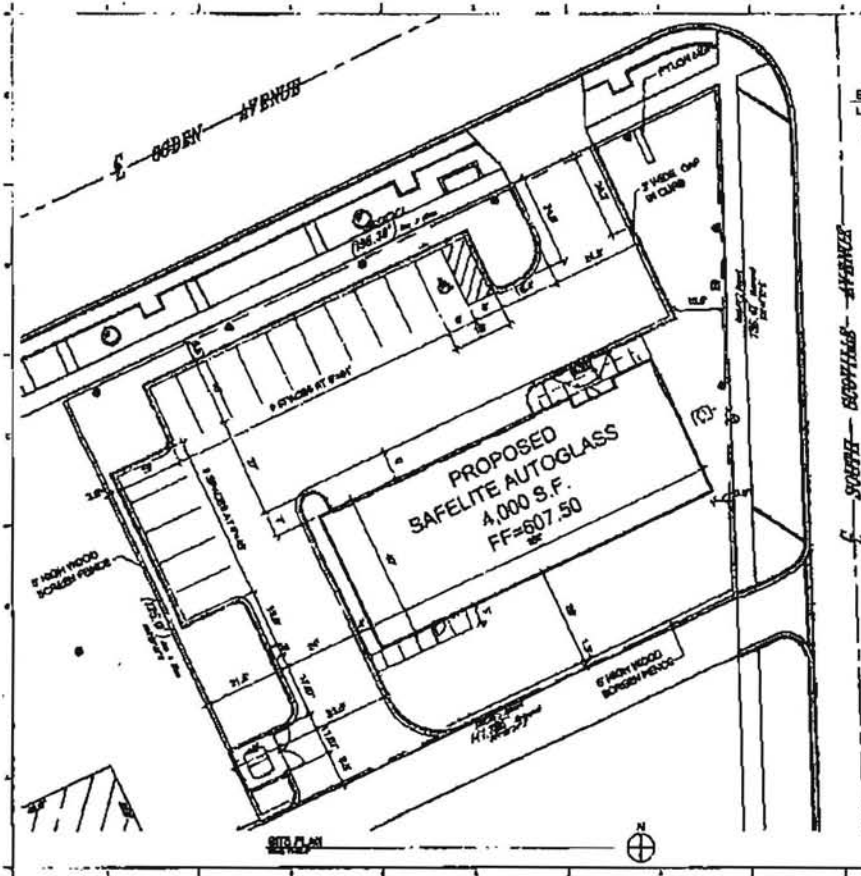
3322 South Oak Park Avenue, 2nd floor  
Berwyn, Illinois 60402

708/788-8100 • 708/788-0966 (fax)

E-mail [info@berwyn.net](mailto:info@berwyn.net)

visit the BDC's website [www.berwyn.net](http://www.berwyn.net)

**Exhibit F**  
**Site Plan**  
**(To Be Attached)**



**SITE ANALYSIS**

LOT C101 ————— 1.49 ACRES  
 SAFELITE AUTOGLASS ————— 4,000 S.F.  
 PARKING PROVIDED ON CARRIAGE WAY — 95 CARS

**SHIVE-HATTERY**  
 ENGINEERS AND ARCHITECTS

**PROPOSED**  
**GENERAL DEVELOPMENT**

1. SAFELITE AUTOGLASS  
 2. PARKING LOT  
 3. DRIVEWAY

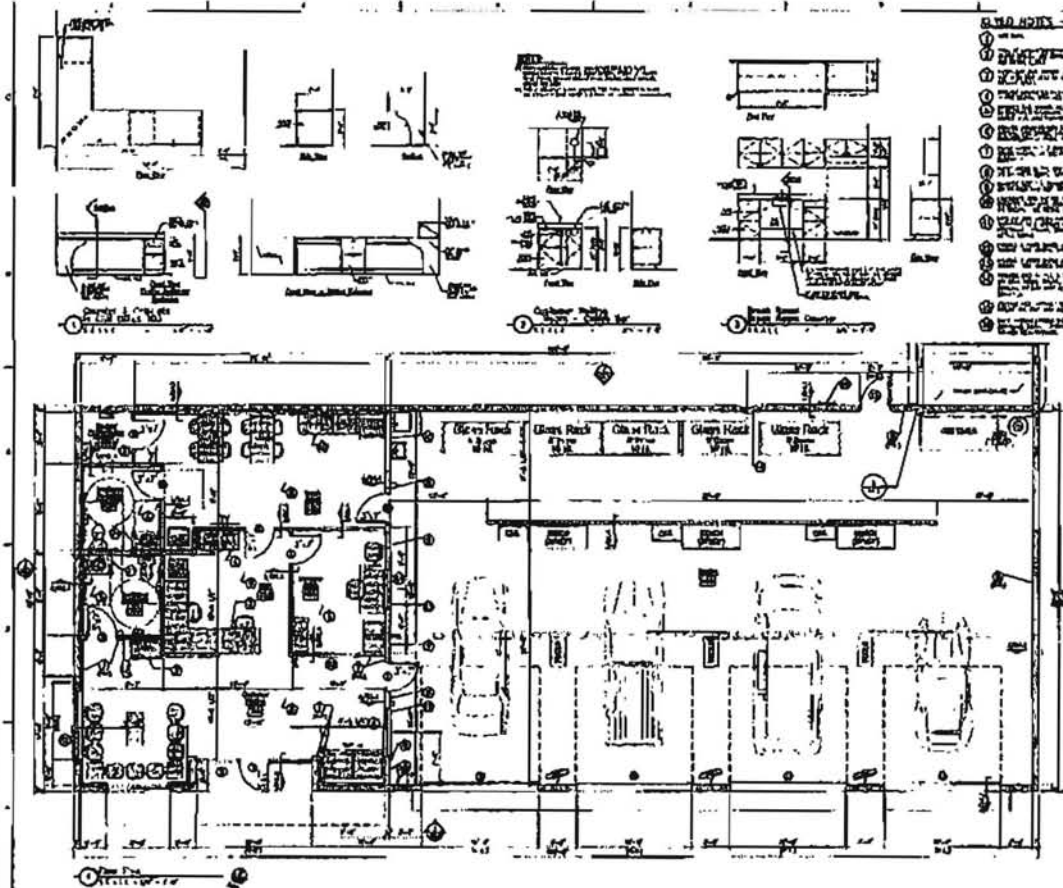


**KEY PLAN**


**SITE PLAN**

C1.01

**Exhibit C**  
Floor Plan  
(To Be Attached)



- GENERAL NOTES - GENERAL**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CANADIAN NATIONAL BUILDING CODE AND ALL APPLICABLE BY-LAWS.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
  3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.
  4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
  5. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION WORK.
  6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
  7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
  8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
  9. ALL WASTE MATERIALS SHALL BE PROPERLY DISPOSED OF AT THE END OF EACH WORKING DAY.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL WORKERS AND THE PUBLIC AT ALL TIMES.

**SHIVE-NATTERY**  
 1234567890  
 1234567890  
 1234567890

PROPOSED  
 RETAIL DEVELOPMENT

PROPOSED DEVELOPMENT  
 DEVELOPMENT PERMITS  
 CITY OF OREGON  
 OFFICE OF COMMUNITY DEVELOPMENT



**KEY PLAN**

NO.	DESCRIPTION
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...

**FLOOR PLAN**

A1.1

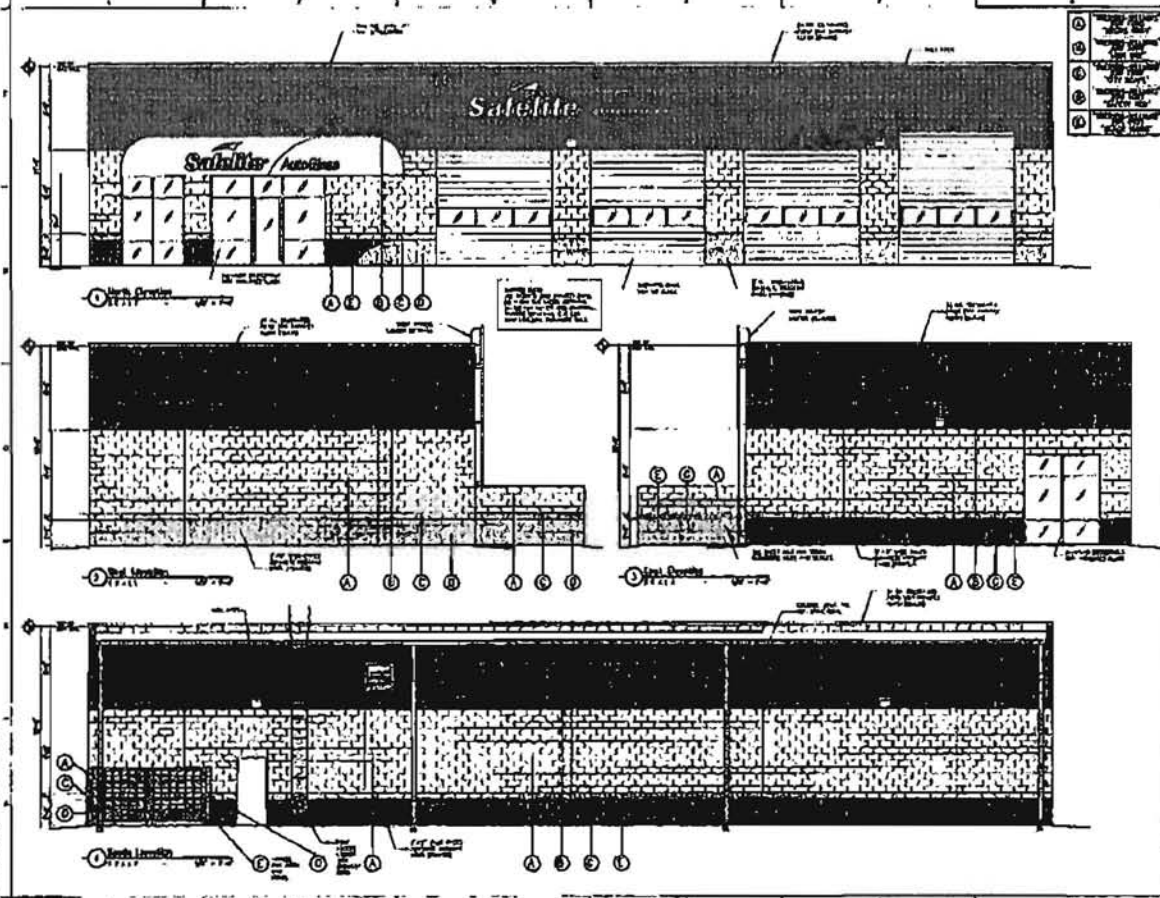


**Exhibit H**  
Construction Timeline

In accordance with the City Code, the Developer shall diligently proceed to apply for and obtain one or more building permits for the construction of the Civil Site Improvements and the Renovation Project following the Closing Date. Construction of the Civil Site Improvements and the shell of the Renovation Project shall be completed within six (6) months after the issuance of a building permit for the same.

The Developer shall take all steps necessary to apply for and obtain a certificate of occupancy from the City for the Intended Use within nine (9) months after the issuance of a building permit for construction of the Renovation Project.

**Exhibit I**  
Architectural Rendering  
(To Be Attached)



**SHIVE BATTERY**  
 ARCHITECTS & ENGINEERS  
 100 JAMES BECK, LTD.  
 107 KING ROAD, BLANDFORD  
 DORSET SP9 7JG

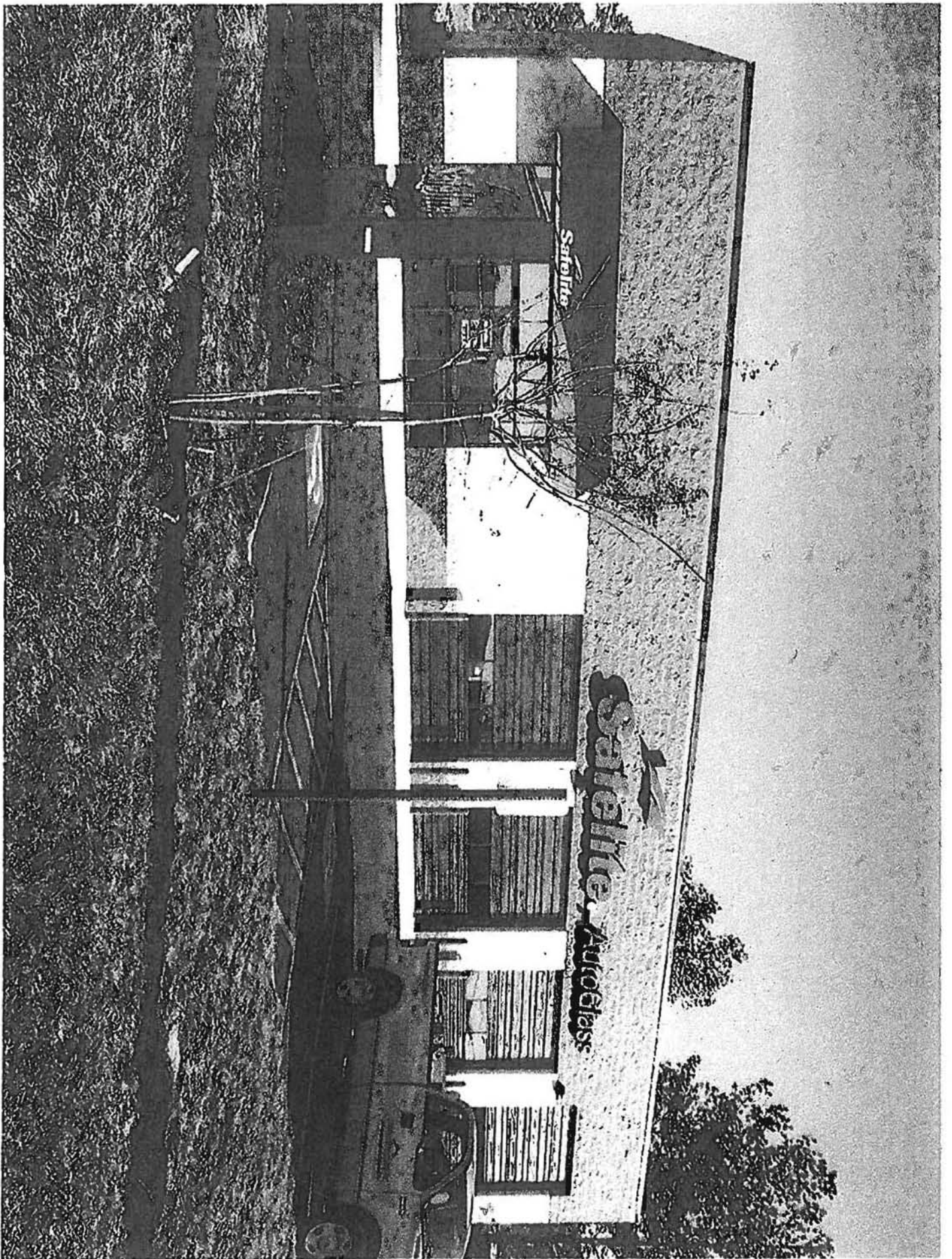
**PROPOSED  
 RETAIL DEVELOPMENT**  
 100 JAMES BECK, LTD.  
 107 KING ROAD, BLANDFORD  
 DORSET SP9 7JG

**Safelite  
 AutoGlass**  
 Safelite AutoGlass  
 10000 Old Dominion Ave. #1000  
 Manassas, VA 20108

**KEY PLAN**

DATE	2011
PROJECT	100 JAMES BECK, LTD.
CLIENT	107 KING ROAD, BLANDFORD
NO. SHEETS	10/10
SHEET NO.	10/10
SCALE	1/8" = 1'-0"

**EXTERIOR ELEVATIONS**  
 A2.1



**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 all or a portion of the real property located generally at the southeast corner of Ogden Avenue and South East Avenue, Berwyn, Illinois, commonly known as "Anderson Ford – South", located at or about 6530 and 6550 West Ogden Avenue, Berwyn, Illinois (the "Property") to TFG Berwyn 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 OR ABOUT 6530 AND 6550 WEST OGDEN AVENUE, 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**

F-1

**CITY OF BERWYN**

**CITY COUNCIL MEETING** (Date) 08/14/12

**Deferred Communication**

Agenda Item F-1 is a Deferred Communication from C C Meeting dated 07/24/12 G-1

FROM MAYOR

Re: WAGE REOPENER WITH SEIU-LOCAL 73

\_\_\_\_\_



The City of Berwyn

G-1



Robert J. Lovero  
Mayor

ITEM NO. 8

DATE JUL 24 2012

DISPOSITION \_\_\_\_\_

DEFER 3 WKS

A Century of Progress with Pride

July 24, 2012

To: Members of City Council

Re: Wage Reopener with SEIU - Local 73

For your consideration, I am submitting a wage agreement pertaining to the Service Employees International Union, Local 73 resulting from the reopener language of the contract that was signed on August 10, 2010.

Regarding this agreement, please understand that negotiations are still closed and information should remain in your possession only as to avoid any unfair labor practices.

The Mayor's Office along with the Law Department is requesting your approval of this agreement.

Respectfully,

Robert J. Lovero  
Mayor

The City of Berwyn



Robert J. Lovero  
Mayor

F-2

A Century of Progress with Pride

August 14, 2012

Members of City Council

Re: Berwyn Library Board Reappointments

Council Members:

Doris Remp is currently serving on the Library Board. Her term is ending August 27<sup>th</sup>, 2012, and I am seeking to reappoint her another three years with her new term ending on August 27<sup>th</sup>, 2015. Please concur in my recommendation and approve her reappointment.

Respectfully,

A handwritten signature in black ink, appearing to read "R. J. Lovero", written over a horizontal line.

Robert J. Lovero  
Mayor



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

G-1  
**The City of Berwyn**



**Thomas J. Pavlik**  
City Clerk

**A Century of Progress with Pride**

8700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2680 Fax: (708) 788-2675  
www.berwyn-il.gov

August 10, 2012

To: Mayor and Members of City Council

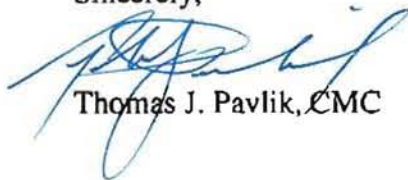
Fr: Tom Pavlik, City Clerk

Re: Retirement of Milton F. Persin

Ladies and Gentlemen,

It is with the deepest regrets that I inform you that Mr. Milt Persin will be stepping down as Secretary of the Zoning Board of Appeals after serving on the City of Berwyn ZBA for 44 years and has tendered his resignation (see attached.) It has been a genuine pleasure working with Mr. Persin for the past several years. On behalf of all the City Clerks, Mayors, Building Directors and City Council Members who Mr. Persin has tirelessly served since his appointment in 1968, we whole heartily thank him and wish him to be ZONED A-1 for health, happiness and successes in any and all his future endeavors.

Sincerely,



Thomas J. Pavlik, CMC

*Milton F. Persin*

ATTORNEY AT LAW

3525 CASS COURT - UNIT 505

OAKBROOK, ILLINOIS 60523

(630)655-4323 FAX: (630)655-4358

August 6, 2012

Mayor Robert Lovero  
6700 W. 26<sup>th</sup> Street  
Berwyn, Illinois 60402


Dear Robert:

It is with regret that I must tender my resignation as Executive Secretary of the Berwyn Zoning Board of Appeals effective on the First (1<sup>st</sup>) Day of September, 2012. This decision was somewhat hastened by the passing of my dear wife, Bernice, my retirement from the active practice of law, and a rather serious health issue that will require major surgery. I have served for approximately 44 years, having been first appointed by the then Mayor Dolezal. It has been a real pleasure working with all the previous and present elected and appointed Officials of the City, and more so with Joel Chrastka, and the present members of the Zoning Board, the present City Council Members, Charles Lazzara, his staff, Tom Pavlik, his staff, and of course working with you both as a City Council Member and Mayor.

The City of Berwyn is truly my home town, having spent many wonderful years as a resident with my wife and my four children. The City, its residents, and all the City elected and appointed officials shall always remain in my fond memories.

I am sending Joel Chrastka copies of various documents that I prepared through the years along with some comments that should be helpful to my successor.

Sincerely



---

Milton F. Persin

cc-Joel Chrastka-Chairman  
Charles Lazzara  
Tom Pavlik  
Finance Department

**The City of Berwyn**



**Thomas J. Pavlik**  
City Clerk

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2880 Fax: (708) 788-2875  
www.berwyn-il.gov

August 10, 2012

To: Mayor and Members of City Council

Fr: Tom Pavlik, City Clerk and Chairman Berwyn \$ 4 Scholars

Re: Dollars for Scholars Scholarship Recipients

Ladies and Gentlemen,

It is with great pleasure to announce this year's recipients of the City of Berwyn Dollars for Scholars 2012 Fall Scholarships. Andrew Hammond, a graduate Nazareth Academy, who will be attending the University of Chicago and Amanda Rodriguez, a Trinity High School graduate, who will attend Loras College, in Dubuque, Iowa this fall. Each will be receiving a \$1,000 scholarship, which will be directly applied to their college tuition. These students have worked extremely hard to further their education and at the same time have shown a strong commitment to our community. On behalf of the Dollar for Scholars Committee, Joe Kroc, Jim Swicionis, Jeffrey Janda, Ricardo Sanchez, Doug Walega, Carlos Berrout and myself Tom Pavlik, I would like to congratulate these deserving young individuals. As always, special thanks goes out to the Berwyn Township, Kiwanis Club of Berwyn, Berwyn Main Street and the Czech Oasis Committee and the BDC Depot District Special Events Committee for their continued support.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Pavlik".

Thomas J. Pavlik, CMC



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



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





## **J. Staff Reports**

The City of Berwyn



Anthony T. Bertuca  
City Attorney

J-1

A Century of Progress with Pride

August 08, 2012

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

Re: Claim No. VA2012844773

Dear Mr. Pavlik:

Please put an item on the August 14, 2012 agenda, authorizing the settlement of the above referenced matter for the total of \$16,200.00, based upon the City Council authority granted in Executive session.

Very truly yours,

*Anthony T. Bertuca*

Anthony T. Bertuca  
City Attorney

J-2

The City of Berwyn



Anthony T. Bertuca  
City Attorney

A Century of Progress with Pride

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

August 13, 2012

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

Re: 2011 M1 302132

Dear Mr. Pavlik:

Please put this item on the August 14, 2012 agenda authorizing the settlement of the above referenced matter for the total of \$20,881.00, based upon City Council authority granted in Executive Session.

Very truly yours,

*Anthony T. Bertuca*

Anthony T. Bertuca  
City Attorney

The City of Berwyn



Anthony T. Bertuca  
City Attorney

J-3

**A Century of Progress with Pride**

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

August 9, 2012

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

Re: 12CV01589

Dear Mr. Pavlik:

Please put this item on the August 14, 2012 agenda authorizing the settlement of the above referenced matter for the total of \$25,000.00, based upon City Council authority granted in Executive Session.

Very truly yours,

*Anthony T. Bertuca*

Anthony T. Bertuca  
City Attorney

ATB:kmc

The City of Berwyn



Brian L. Pabst  
City Administrator

J-H

A Century of Progress with Pride

August 9, 2012

To: Mayor Robert J. Lovero  
Members of City Council

Re: Authorization to bid regarding ADA HUD grant

Mayor and Members of City Council:

Attached for consideration is the contract with Frank Novotny and Associates, Inc. for services related to engineering for the installation of ADA handicapped accessible parking spaces on the north side of the BNSF railroad tracks, just east of Harlem Avenue.

The City was awarded a grant of \$40,000 for ADA compliant projects. This engineering agreement will provide for surveys, design, cost estimates, bidding, project management, adherence to federal rules and regulations such as prevailing wage verification, etc. The construction portion is hourly based since project cost estimates will be developed as a part of this contract. Therefore, until bids are received, we will not know if \$40,000 will cover all associated costs. Once bids are opened, our engineer and staff will conduct a review and recommend a particular construction company based upon experience and cost. If overall costs exceed the grant amount, we will identify alternative revenue source(s) before proceeding. The overall contract with Frank Novotny and Associates, Inc. shall not exceed \$12,000.

**Recommendation:**

Staff recommends that City Council authorize the Mayor and Clerk to execute the attached contract with Frank Novotny & Associates, Inc. and to authorize Frank Novotny & Associates, Inc. to bid the work as outlined in the attached engineering contract.

Respectfully submitted,

Brian Pabst  
City Administrator



# *Frank Novotny & Associates, Inc.*

825 Midway Drive ♦ Willowbrook, IL ♦ 00527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

*Civil Engineers/  
Municipal Consultants*

August 9, 2012

Mr. Brian Pabst  
Administrator  
City of Berwyn  
6700 West 26th Street  
Berwyn, Illinois 60402

Re: **CDBG Off-Street Parking Improvements  
At Harlem Avenue and Windsor/Stanley Avenues**

Dear Brian:

Enclosed for your review and processing are two (2) revised copies of an Agreement for Preliminary Engineering Services for the above-referenced project. These agreements have been revised to correct the project location and to remove the 5% service charge for sublet work. If you concur, please have both copies executed by the Mayor and the Clerk and return both copies to our office. Once the agreements have been executed by all parties, we will return the City's copy to you for your files.

If you should have any questions, please feel free to contact me.

Sincerely,

**FRANK NOVOTNY & ASSOCIATES, INC.**

John E. Fitzgerald, P.E.

JEF/kes  
Enclosure  
cc: File No. 11409

<b>OWNER:</b>	<b>L O C A L  A G E N C Y</b>	<b>AGREEMENT FOR ENGINEERING SERVICES FOR</b>	<b>C O N S U L T A N T</b>	<b>ENGINEER:</b>
City of Berwyn				Frank Novotny & Associates, Inc.
Address: 6700 West 26 <sup>th</sup> Street		<b>PRELIMINARY ENGINEERING,</b>		Address: 825 Midway Drive
City: Berwyn, Illinois 60402		<b>DESIGN ENGINEERING,</b>		City: Willowbrook
Project No.:		<b>AND</b>		State:                      Zip:
11409		<b>CONSTRUCTION ENGINEERING</b>		Illinois                      60527

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of August, 2012, by and between **FRANK NOVOTNY & ASSOCIATES, INC.**, whose address is 825 Midway Drive, Willowbrook, Illinois, 60527, hereinafter called the "**ENGINEER**", and the **CITY OF BERWYN**, 6700 West 26<sup>th</sup> Street, Berwyn, Illinois 60402, hereinafter called the "**OWNER**", covers certain professional Engineering services in connection with the proposed improvement designated as *C.D.B.G. Off-Street Parking Improvements at Harlem Avenue and Windsor/Stanley Avenues*, which scope of construction work consists of earth excavation, P.C. concrete sidewalk removal and replacement, curb and gutter removal and replacement, modular retaining wall installation, pavement patching, thermoplastic pavement markings, signage, sod restoration, and all other appurtenant construction, on the north and south sides of The B.N.S.F. Railroad at Harlem Avenue.

**WITNESSETH THAT**, in consideration of these premises and of the mutual covenants herein set forth,

**THE ENGINEER AGREES,**

I. To perform or be responsible for the performance of the following Engineering Services for the Owner in connection with the proposed improvement hereinbefore described:

- a. Make such detailed surveys as are necessary for the preparation of detailed Plans.
- b. Prepare Photometric Analysis of highway corridor and submit to the Illinois Department of Transportation for approval.
- c. Make complete general and detailed Plans, Special Provisions, Proposals, and Estimates of Probable Cost, and furnish the Owner with five (5) copies of the Plans, Special Provisions, Proposals and Estimates. Additional copies of any or all documents,

if required, shall be furnished to the Owner by the Engineer at his actual cost for reproduction.

- d. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation.
- e. Make or cause to be made such soil samples and analyses thereof in order to determine if proposed project excavations will generate contaminated soil. Such investigations are to be made in accordance with the current requirements of the Illinois Environmental Protection Agency.
- f. Make or cause to be made such sewer televising investigations as may be required to furnish sufficient information for the design of the proposed improvement.
- g. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- h. Prepare reports or permit applications for Army Corps of Engineers and/or IDNR Division of Water Resources permits, or other detailed hydraulic reports that are required by any agency having jurisdiction over part of this project, including countywide stormwater and special management area permits.
- i. Furnish the Owner with ten (10) copies, with recordable original, of surveys and drafts of all necessary right-of-way dedications, boundary and lot surveys, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- j. Submit Plans and Specifications to the regulatory agencies for routine permits and/or approvals not noted above.
- k. Assist the Owner in the tabulation and interpretation of the Contractors' proposals.
- l. Furnish construction observation. Construction observation shall include:
  1. Consultation on interpretation of Plans and Specifications and any changes under consideration as construction proceeds.
  2. Periodical job-site observation by the Engineer, or his representatives, as construction progresses.
  3. Overseeing the testing of sewer and/or water lines to determine whether the completed project meets the requirements as outlined in the Specifications.
  4. Preparing and/or checking all payment estimates, change orders, records, and reports required by the Owner or governmental agencies. Engineer shall attempt to submit the Contractor's Mechanics Lien Waivers and Sworn Statements with any payment recommendation; however, if such are not provided, then the payment recommendation shall be conditioned upon their receipt.
  5. Periodic observation of the Contractor's operations to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general



if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will organize and keep the project records. Engineer shall attempt to provide written notice to Owner of Contractor's failure to carry out the work in substantial accordance with the Contract Documents, of which Engineer has actual notice, and of the corrective action required to remedy same.

6. Reviewing all shop and working drawings for the purpose of checking for conformance with information given and the design concept.
  7. Reviewing and checking all reports by testing laboratories on equipment and material tested.
  8. Compiling a final punchlist relating to the completed Work, and preparation of final papers and reports.
  9. Revision of Contract drawings to show location and nature of improvement as record drawings, from information furnished by the Contractor.
- m. Provide construction layout and staking.
- n. Furnish or cause to be furnished:
1. Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
  2. Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the Illinois Department of Transportation.
  3. Compaction tests as required by the Specifications.
  4. Quality and sieve analyses on local aggregates to see that they comply with the Specifications contained in the Contract.
  5. Furnish inspection of materials when inspection is not provided at the sources by the Bureau of Materials of the Illinois Department of Transportation, if required by the Owner.

II. That all reports, Plans, plats, and Special Provisions to be furnished by the Engineer pursuant to this Agreement will be in accordance with the current generally accepted standards of design professionals performing such engineering services; it being understood that all such reports, plats, Plans and drafts, shall before being finally accepted, be subject to approval by the Owner.

III. To attend conferences to be held at the request of the Owner in addition to normal visits for observation purposes, and visit the site and review the work at any reasonable time when requested to do so by the Owner.

IV. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this Agreement, will be made available, upon request, to the Owner without cost and without restriction or limitation as to their use.

V. In the event Plans or surveys are found to be in error during construction of the PROJECT due to the negligence or willful misconduct of the Engineer, and revisions of the plans or survey corrections are necessary, the Engineer agrees that he will perform such work without expense to the Owner even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

VI. To make such changes in working Plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction Contract and during the construction of the improvement.

VII. That all Plans and other documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal where such is required by law.

VIII. The Engineer will carry General Liability insurance in the amount of not less than \$1,000,000; Workman's Compensation of not less than \$500,000; and Professional Liability insurance of not less than \$1,000,000. The Engineer shall name the Owner as "Additional Insured" on the Engineer's General Liability policy.

**THE OWNER AGREES,**

I. To pay the Engineer as compensation for all services performed as stipulated in Paragraphs I-a, c, j and k of "THE ENGINEER AGREES" in accordance with one of the following methods as marked:

- a. A sum of money equal to \_\_\_\_\_ percent of the awarded Contract price for the proposed improvement.
- b. A sum of money equal to the percentage of the awarded Contract cost for the proposed improvement as approved by the Owner based on the following schedule:

**SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST**

First	\$ 50,000 .....	<u>10.00%</u>
Next	\$ 50,000 .....	<u>8.50%</u>
Next	\$ 100,000 .....	<u>7.10%</u>
Next	\$ 200,000 .....	<u>6.20%</u>
Next	\$ 200,000 .....	<u>5.70%</u>
Next	\$ 450,000 .....	<u>5.60%</u>
Next	\$1,000,000 .....	<u>5.00%</u>
Next	\$2,000,000 .....	<u>4.50%</u>
Next	\$6,000,000 .....	<u>4.30%</u>

- c. A lump sum fee of \$ \_\_\_\_\_.

II. To allow the Engineer to sublet all of the services provided under Paragraphs I-d, e, f, g, h, i and n of "THE ENGINEER AGREES". The Owner will pay the actual cost to the Engineer. The Cost to Engineer is to be verified by furnishing the Owner copies of paid invoices from the party doing the work.

III. To pay for the services stipulated in Paragraph I-b, I and m of "THE ENGINEER AGREES", a sum of money:

- a. Based on the hourly rates stipulated below for personnel assigned to this project as payment in full to the Engineer for the actual time spent in providing these services, the hourly rates include profit, overhead, readiness-to-serve, insurance, social security and retirement deductions. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$141.00 - \$155.00
Project Manager	\$115.00 - \$141.00
Project Engineer	\$100.00 - \$116.00
Senior Technician	\$ 95.00 - \$145.00
CAD Technician	\$ 90.00 - \$108.00
GIS Technician	\$ 65.00 - \$ 77.00
Technical Assistant	\$ 40.00 - \$ 65.00

If the Engineer incurs and must pay his employees overtime at premium rates, the billable rate charged above for each respective employee so affected shall be increased by twenty-five percent (25%).

The hourly rates itemized above shall be effective the date the parties, hereunto entering this Agreement, have affixed their hands and seals and shall remain in effect until December 31, 2012. In event the services of the Engineer extend beyond that date, the hourly rates will be adjusted yearly by addendum to this Agreement to compensate for increases in the salary structure of the Engineer that are in effect at that time.

- b. Equal to \_\_\_\_\_ percent of the final construction cost.

**IV.** That payments due the Engineer for services rendered pursuant to this Agreement will be made as soon as practicable after the services have been performed, in accordance with the following schedule.

- a. Upon completion of preliminary design criteria, preliminary Plan layout and rough Estimates of Probable Cost based upon these Plans, thirty percent (30%) of the design fee as determined by the Estimate of Probable Cost.
- b. Upon completion of detailed Plans, Special Provisions, Proposals and Estimate of Cost - being the work required by Paragraphs I-a, c, d, e, f, g, h, i and j of "THE ENGINEER AGREES" - to the satisfaction of the Owner, ninety percent (90%) of the total fee based on the above fee schedule and the approved Estimate of Probable Cost less any previous payments.
- c. Upon award of the Contract for the improvement by the Owner, one hundred percent (100%) of the total fee based on the above fee schedule and the awarded Contract cost, less any previous payments.
- d. Upon completion of the construction of the improvement, ninety percent (90%) of the fee due for services stipulated in Paragraphs I-l, m and n.
- e. Upon completion of all final reports required by the Owner and acceptance of the improvement, one hundred percent (100%) of the total fees due under this Agreement, less any previous payments.

Partial payments, not to exceed ninety percent (90%) of the amount earned, may be made from time to time as the work progresses.

**V.** That, should the improvement be abandoned at any time after the Engineer has performed any part of the services provided for in Paragraphs I-a and I-c, and prior to the completion of such services, the Owner shall reimburse the Engineer an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement, such payment plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement.

**VI.** That should the Owner require changes in any of the detailed Plans, Specifications or estimates (except for those required pursuant to Paragraph V of "THE ENGINEER AGREES") after they have been approved by the Owner, the Owner will pay the Engineer for such changes at the hourly rates noted in Paragraph III(a) of the above, and for his sublet expenses as noted in Paragraph II above. It is understood that "changes" as used in this paragraph shall in no way relieve the Engineer of his responsibility to prepare a complete and adequate set of Plans.

**VII.** That, should the completion of the improvement extend beyond the time limit given in the construction contract, the Owner will pay the Engineer, in addition to the fees provided herein, his cost incurred beyond such time limit - at the hourly rates noted in Paragraph III(a) above, and or his sublet expenses as noted in Paragraph II above.

**VIII.** That, the Engineer makes no warranties, either expressed or implied, in connection with this Agreement or the services provided thereunder, and shall not be responsible for the Contractor's or subcontractors means, methods, techniques, sequences or procedures, timely performance, safety programs and precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under the Contract documents; and that the Engineer has no authority to stop work on behalf of the Owner, nor has any supervisory responsibilities. Nor shall the Engineer be responsible for the acts or omissions of the Owner provided that the Engineer has properly executed his duties. The Engineer shall not be responsible for the failure of the Owner, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning this project.

**IX.** That, since the Engineer has no control over the cost of labor, material and equipment, the estimate of probable construction cost is not a guarantee of actual construction cost, but is the Engineer's professional opinion as to the probable cost of construction at the time of preparation of the estimate.

**X.** That should the Owner require the Engineer to purchase insurance over and above the coverage normally carried by the Engineer and noted in Paragraph VIII of the "ENGINEER AGREES", or require that the Owner be named as an "additional insured" on the Engineer's policy, the Owner will reimburse the Engineer at his actual invoice cost for the additional insurance coverage requested.

**IT IS MUTUALLY AGREED,**

I. The laws governing this Agreement shall be the laws of the State of Illinois.

II. This Agreement may be terminated by the Owner upon giving notice in writing to the Engineer at his last known post office address. Upon such termination, the Engineer shall cause to be delivered to the Owner all drawings, Specifications, partial and completed estimates and data if any from traffic studies and soil survey, subsurface and sewer televising investigations with the understanding that all such material becomes the property of the Owner. Owner acknowledges that if conflicts exist between electronically transmitted documents and hard copy documents, the hard copy documents prevail. If the Agreement is terminated or the Contract for Construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Engineer shall be paid for services completed and services partially completed, an amount which bears the same ratio to the total fee otherwise paid under this Agreement as the services actually rendered hereunder by the Engineer bear to the total services necessary for the full performance of this Agreement and such payment, plus all reimbursable payments then due, shall be in full discharge of all rights of the Engineer under this Agreement

III. That if the contract for construction has not been awarded one (1) year after the acceptance of the Plans by the Owner, the Owner will pay the Engineer the balance of the engineering fee due to make one hundred percent (100%) of the total fees due in accordance with the terms of this Agreement, based on the Estimate of Probable Cost as prepared by the Engineer.

EXECUTED BY THE OWNER, this \_\_\_\_ day of August, 2012.

CITY OF BERWYN  
6700 WEST 26<sup>TH</sup> STREET  
BERWYN, ILLINOIS 60402

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

Printed  
Name/Title: Robert J. Lovero, Mayor

ATTEST:

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

Printed  
Name/Title: Thomas J. Pavlik, Clerk

(SEAL)

\*\*\*\*\*

EXECUTED BY THE ENGINEER, this \_\_\_\_ day of August, 2012.

FRANK NOVOTNY & ASSOCIATES, INC.  
825 MIDWAY DRIVE  
WILLOWBROOK, ILLINOIS 60527

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

Printed  
Name/Title: James L. Cainkar, President

ATTEST:

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

Printed  
Name/Title: John E. Fitzgerald, Secretary

(SEAL)

The City of Berwyn



Evan K. Summers  
Project Operations  
Manager

J-5

A Century of Progress with Pride

9 August 2012

To: Mayor Robert J. Lovero  
Members of City Council

Re: **Commuter Facility Improvement Funding Agreement**

Mayor and Members of City Council:

The City of Berwyn has been approved for federal funding in the amount of \$392,000 through the Federal Transit Administration (FTA). The funding is designated for projects related to the transit facilities along the BNSF corridor including the Depot Station, the Harlem Station and the parking deck.

We aim to accomplish several ongoing priorities with this money such as proactively maintaining infrastructure and reducing the City's overall spending on energy. Individual projects will include:

- Roof repairs
- High efficiency HVAC upgrades
- Retrofitting for energy efficient lighting
- Tuck pointing of stonework
- Installation of alarm systems

The details of these projects are included with the attached agreement which will need to be executed prior to work commencing.

Respectfully considered for your consideration,

A handwritten signature in black ink, appearing to read "E. K. Summers", written over a horizontal line.

Evan K. Summers  
Projects Operations Manager

**COMMUTER FACILITY IMPROVEMENT FUNDING AGREEMENT**

**PART I**

**Between**

**THE COMMUTER RAIL DIVISION OF THE  
REGIONAL TRANSPORTATION AUTHORITY**

**and**

**CITY OF BERWYN**

**CONTRACT NO. \_\_\_\_\_**

**PROJECT NO. 4492**



**THIS AGREEMENT** is made by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**CRD**”), created under the Regional Transportation Authority Act, 70 ILCS 3615/1.01 et seq., and the City of Berwyn, a municipal corporation created under the laws of Illinois (“**Municipality**”).

### **PRELIMINARY STATEMENT**

The Municipality desires to undertake a public transportation capital project (“**Project**”) and has made letter application to the CRD for funding for the Project.

The Project has been approved for funding by the CRD Board of Directors.

In consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance to the Municipality in the form of pass through funds pursuant to a United States Department of Transportation, Federal Transit Administration (“**FTA**”) Section 5309 Bus and Bus Facility Earmark, to set forth the terms and conditions upon which the funds will be provided, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, completed and used.

### **ITEM 1. DEFINITIONS**

As used in this Commuter Facility Improvement Funding Agreement, the following terms, when capitalized, shall have the following meanings:

*Agreement* -- Parts I and II of this Commuter Facility Improvement Funding Agreement and all exhibits and appendices hereto as from time to time modified or amended pursuant to the terms hereof.

*Approved Project Budget* -- As defined in Section 8 of Part II.

*BNSF*-- Burlington Northern and Santa Fe Railway Company, a Delaware corporation.

*Commuter Service* -- Public Transportation Services by rail within the Metropolitan Region as defined in the Regional Transportation Authority Act.

*CRD* B The Commuter Rail Division of the Regional Transportation Authority as established by amendments to the Regional Transportation Authority Act, November 9, 1983.

*Eligible Costs* -- Expenditures made by Municipality in carrying out the Project which are reimbursable under the terms of Section 10 of Part II.

*Indemnitees*-- The Commuter Rail Division of the Regional Transportation Authority (Metra), the Regional Transportation Authority (RTA), Northeast Illinois Regional Commuter Railroad Corporation (NIRRCRC), and any federal and/or state agency providing

funds to this project, and all of their respective directors, administrators, officers, employees, agents, successors, and assigns.

*Metropolitan Region* -- As defined in the Illinois RTA Act.

*Municipality* -- An Illinois municipal corporation as named in Part I.

*NIRCRC*-- The Northeast Illinois Regional Commuter Rail Corporation (d/b/a "Metra")

*Net Project Cost* -- The sum of the Eligible Costs (as set forth in Section 10 of Part II) incurred in performance of the Work on the Project, including Work done by Municipality, less refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred, and proceeds, if any, from the sale of scrap and replaced facilities.

*Plans* -- As defined in Section 3 of Part II.

*Premises* -- Property owned or controlled by the Municipality upon which the Project Facilities shall be constructed and maintained.

*Project Account* -- As defined in Section 9 of Part II.

*Project Facilities* -- Any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated or refurbished as part of the Project. Project Facilities are also referred to as Improvements.

*Project Funds* -- An amount not to exceed the sum set forth in Item 3 of Part I.

*RTA* -- The Regional Transportation Authority.

*Total Project Cost* -- The total of all line items shown in Exhibit B of Part II.

*Use Term* -- As defined in Section 28 of Part II.

*Work*-- The work to be performed under this Project as described in Item 2, Part I hereof and further described in Exhibit A, entitled "Grove Avenue Corridor Improvements Berwyn, Illinois Project Summary," attached to and made a part of this Agreement.

## ITEM 2. THE PROJECT

The Municipality agrees to undertake and complete the Project and to provide for the use of Project Facilities and equipment as described in the Approved Project Budget, attached to and made a part of this Agreement as **Exhibit B**, and in accordance with this Agreement and all applicable

laws. The Project, which is to be more particularly described in the plans, specifications and schedules set forth in Part II generally includes, but is not limited to:

The Harlem Station and Berwyn Station along the BNSF Metra Commuter Rail line as well as the nearby City of Berwyn Municipal Parking Structure will be equipped with wireless fire alarm systems and energy efficient lighting upgrades. Additionally, the Harlem Station and the Berwyn Station will undergo masonry rehabilitation, roof rehabilitation, and be retrofitted with high efficiency HVAC systems. Enhancing these facilities will improve transit access, increase ridership, and increase transit revenues, while improving public space, safety, and energy efficiency for years to come.

### **ITEM 3. AMOUNT OF FUNDING**

In accordance with its approved capital program, CRD agrees to make funding available to the Municipality in the form of pass through funds pursuant to a United States Department of Transportation, Federal Transit Administration (“FTA”) Section 5309 Bus and Bus Facility Earmark in an amount not to exceed Three Hundred Ninety-Two Thousand Dollars (\$392,000) as shown on Exhibit B.

In no event, shall CRD be liable for the payment of funds that have not been authorized by and received from the FTA. The total amount provided by the CRD under this Agreement shall not exceed the actual Net Project Cost. CRD is not liable for any amount in excess of the amount of the FTA funds available to pass through.

The Municipality agrees that it will provide, or cause to be provided, the cost of project elements which are not approved for CRD participation.

### **ITEM 4. DOCUMENTS FORMING THIS AGREEMENT**

The Parties agree that this Agreement with all of its Parts and Exhibits constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement. This Agreement may only be amended in writing, signed by both parties. The Parties hereto further agree that this Agreement consists of Part I, entitled “Commuter Facility Improvement Funding Agreement”, together with Part II, entitled “Commuter Facility Improvement Funding Agreement --General Terms and Conditions,” Exhibit A, entitled “Grove Avenue Corridor Improvements Berwyn, Illinois Project Summary,” Exhibit B, entitled “Approved Project Budget,” Exhibit C, entitled “Project Sign”, all of which are by this reference specifically incorporated herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be made effective and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by their respective duly authorized officials.

THE REGIONAL TRANSPORTATION  
THE COMMUTER RAIL DIVISION OF  
AUTHORITY:

CITY OF BERWYN:

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

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

STATE OF ILLINOIS     )  
  )  
COUNTY OF \_\_\_\_\_)

Before me, \_\_\_\_\_, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted and who, upon his/her oath acknowledged himself/herself to be the \_\_\_\_\_, of the City of Berwyn, an Illinois municipal corporation, and that they as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

Before me, \_\_\_\_\_, a Notary Public within and for the State and County aforesaid, personally appeared Alexander D Clifford with whom I am personally acquainted and who, upon his oath acknowledged himself to be the Executive Director/CEO of the Commuter Rail Division of the Regional Transportation Authority, and as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal at Chicago, Illinois on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF MUNICIPALITY'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Municipality, do hereby certify that I have examined this Agreement and the proceedings taken by the Municipality relating thereto, and that the execution of the Agreement by the Municipality has been duly authorized by the Municipality's action dated \_\_\_\_\_ (certified copy of which is attached), and that the execution of this Agreement is in all respects due and proper and in accordance with applicable Federal, State, and local laws, funding conditions and regulations pertaining to this Agreement and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Municipality in accordance with the terms thereof. I further certify that to the best of my knowledge there is no legislation or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

City of Berwyn, Municipality

**COMMUTER FACILITY IMPROVEMENT FUNDING AGREEMENT**

**PART II**

**GENERAL TERMS AND CONDITIONS**

**Between**

**THE COMMUTER RAIL DIVISION OF THE  
REGIONAL TRANSPORTATION AUTHORITY**

**and**

**CITY OF BERWYN**

**CONTRACT NO. \_\_\_\_\_**

**PROJECT NO. 4492**



1. **DEFINITIONS.** The terms capitalized in Part II Commuter Improvement Agreement General Terms and Conditions shall have the same definitions as found in Part I, Item 1.

2. **GENERAL REQUIREMENTS.** Municipality shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement.

3. **SUBMISSION OF PROCEEDINGS, CONTRACTS AND OTHER DOCUMENTS.** Municipality and CRD hereby agree that the documents governing the Work shall be the designs, surveys, plans, estimates, working drawings, schedules and specifications hereinafter called "**Plans.**" Municipality shall submit all requests for proposals, bid documents, contracts and Plans necessary for the completion of the Work to CRD for approval. After CRD approval is received, no change shall be made in such documents without the prior written consent of CRD.

4. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** Municipality shall immediately notify CRD of any change in conditions or local law, or of any other event, which may significantly affect its ability to perform or complete the Project in accordance with the provisions of this Agreement.

5. **NO OBLIGATIONS TO THIRD PARTIES.** Neither CRD nor any state or federal funding agency shall be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without CRD's specific consent. This limitation shall apply despite the fact that CRD concurred in or approved of the award of any contract, subcontract or the solicitation thereof. Unless expressly authorized in writing by CRD, the Municipality agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, funding anticipation note, alienation, or other obligation that in any way would affect CRD's interest in any Project Facilities or obligating itself in any manner to any third party with respect to Project Facilities

6. **PURSUANT TO FEDERAL, STATE, AND LOCAL LAW.**

(a) In the performance of its obligations pursuant to this Agreement, the Municipality and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of any Master Grant Agreement signed between CRD and a state or federal funding agency. All limits and standards set forth in this Agreement that are to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive standards. Specifically, if funding is provided, in whole or in part, by the Illinois Department of Transportation (AIDOT®), this Agreement is a Cooperative Agreement as defined in the IDOT Public Transportation Capital Improvement Grant Manual, dated September, 1982, and is subject to IDOT review and concurrence procedures applicable to such agreements, including the applicability of third-party contract requirements to subcontractors of Municipality and CRD.

(b) The Municipality agrees that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent shall be evidenced by a letter signed by CRD, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing government requirements, the Municipality agrees to include in all third party contracts financed with government assistance specific notice that government requirements may change and the changed requirements will apply to the Project as required. Specifically, the Municipality and its contractors agree to administer the Project in accordance with the most recent federal and state provisions, including all applicable OMB or USDOT Circulars and regulations.

7. **PERMITS.** Municipality shall obtain all necessary permits, licenses, consents and other approvals for the performance of the Work.

8. **APPROVED PROJECT BUDGET.** A budget shall be prepared by CRD and submitted to Municipality. Municipality shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest Approved Project Budget shown in Exhibit B ("**Project Budget**"). The Project Budget may be revised in writing from time to time in accordance with guidelines established by CRD.

9. **PROJECT ACCOUNTS.**

(a) Municipality shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project ("**Project Account**").

(b) Municipality shall appropriately record in the Project Account and deposit in a bank or trust company, which is a member of the Federal Deposit Insurance Corporation, all payment installments received by it from CRD pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project. CRD payments and other funds are herein collectively referred to as "**Project Funds**".

10. **ELIGIBLE COSTS.**

(a) Expenditures incurred by Municipality shall be reimbursable under the Project as Eligible Costs to the extent they meet all of the requirements set forth below. They must:

1. Be made in conformance with the final Project Budget and all other provisions of this Agreement;
2. Be necessary in order to accomplish the Project;
3. Be reasonable in amount for the goods or services purchased;

4. Be actual net costs to Municipality (i.e., the price paid minus any refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred). Local fees which would normally be applicable to the Work shall be waived by Municipality and shall not be considered Eligible Costs hereunder;

5. Be incurred (and be for work performed) after the date of this Agreement, unless specific written authorization from the CRD to the contrary is received;

6. Be satisfactorily documented; and

7. Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRD for Municipality and those approved or prescribed by Municipality for its contractors.

(b) Expenditures incurred by the Municipality which exceed the amount budgeted for a specific project line item (i.e., project element, job order or item) may be reimbursable as Eligible Costs at the time of completion of the project line item to the extent that those expenditures meet all of the requirements below:

1. Written justification to CRD is provided to explain the reason for the over expenditure and why that over expenditure was not anticipated prior to exceeding the budget for the project line item;

2. The budget for the project line item covers the full scope of the project line item, i.e., the budget of the project line item is intended to be adequate for the completion of the project line item (including, but not limited to, all engineering, material procurement, construction);

3. There are sufficient unspent funds in the Project Budget which may be reallocated to the budget of the project line item;

4. The funds remaining in the Project Budget after reallocation of the funds to the budget of the project line item are sufficient to provide for the uncompleted portions of all project line items;

5. The Total Project Cost for the CRD funding shall not be exceeded.

6. The expenditures conform with the applicable state and/or federal grant requirements.

(c) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by the CRD.

11. **REQUESTS FOR PAYMENT BY MUNICIPALITY.** Unless CRD provides for another payment method, Municipality may make monthly requests for payment of preliminary Eligible Costs, and the CRD will honor such requests in the manner set forth in this Section. In order to receive CRD payments, Municipality must:

- (a) Completely execute and submit to CRD a monthly requisition approved by CRD;
- (b) Submit to CRD an explanation of the purposes and copies of invoices for which costs have been incurred to date;
- (c) Have submitted all financial and progress reports currently required by CRD; and
- (d) Have received approval by CRD for all budget revisions required to cover all costs to be incurred by the end of the requisition period.

12. **PAYMENT BY THE CRD.** Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the CRD shall process the requisition and the CRD shall then reimburse preliminary Eligible Costs incurred by Municipality within 60 days of the date upon which such payment requisition form was timely received by it, if Municipality is in compliance with its obligations pursuant to the Agreement. If all obligations have been met, CRD shall reimburse apparent allowable costs incurred by Municipality up to the maximum amount of the CRD funding payable. Municipality shall submit invoices for actual costs incurred within each month within 45 days after submission of each month's preliminary Eligible Costs, and succeeding payments by CRD shall be adjusted to actual costs. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by the CRD of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality. The CRD will make a final determination as to the allowability only after a final audit of the Project has been conducted.

13. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges.

14. **AUDIT AND INSPECTION.** Municipality shall permit, and shall require its contractors to permit, CRD, RTA, or any other state or federal agency providing funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. CRD also may require the Municipality to furnish, at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles at Municipality's expense. Municipality agrees to promptly comply with recommendations contained in CRD's final audit report.

15. **DISALLOWED COSTS.** In determining the amount of the CRD funding, CRD will exclude all Project costs incurred by Municipality prior to the date of this Agreement, or another date specifically authorized by CRD; costs incurred by Municipality which are not provided for in the Project Budget except as otherwise provided under Section 10(b); and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the CRD.

16. **RIGHT OF CRD TO TERMINATE.** Upon written notice to Municipality, CRD reserves the right to suspend or terminate all or part of the financial assistance herein provided for convenience of either party or if Municipality is, or has been, in violation of the terms of this Agreement. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Agreement will not invalidate obligations properly incurred by Municipality and concurred in by CRD prior to the date of termination, to the extent they are noncancellable. The acceptance of a remittance by CRD of any or all Project Funds previously received by Municipality or the closing out of CRD financial participation in the Project shall not constitute a waiver of any claim which CRD may otherwise have arising out of this Agreement. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by Municipality, CRD shall determine the most appropriate course of action to be taken with respect to the Project.

17. **PROJECT SETTLEMENT AND CLOSE-OUT.** Upon receipt of notice of successful completion of the Project or upon termination by CRD, Municipality shall cause a final audit to be performed of the Project to determine the allowability of costs incurred and make settlement of the CRD funding. If CRD has made payments to Municipality in excess of the Total Project Cost of such CRD funding or if CRD has advanced funds pursuant to requisitions under Section 12 which exceed the Net Project Cost, Municipality shall promptly remit such excess funds to CRD. Project close-out occurs when CRD notifies Municipality and forwards the final payment or when an appropriate refund of CRD funds has been received from Municipality and acknowledged by CRD. Funds which have not been dispersed to the Municipality will automatically revert to CRD upon completion of the Project.

Close-out shall be subject to any continuing obligations imposed on Municipality by this agreement or contained in the final notification or acknowledgment from CRD.

18. **CONTRACTS AND PROJECT MANAGEMENT.** Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement and Municipality's funding application.

19. **COMPETITIVE BIDDING.** Municipality agrees to give full opportunity for free, open, and competitive bidding in accordance with federal and state statutes, as applicable, and the Municipality's established rules, regulations and ordinances for each contract to be let by Municipality that requires constructing or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Municipality shall give such publicity in its advertisements or calls

for bids for each contract as will provide adequate competition. The award for each such contract shall be made by Municipality as soon as practicable to the lowest responsive and qualified bidder or as otherwise specifically approved by CRD. Contracts for the purchase of land, real estate, transit property, or other real or personal property not normally acquired through competitive bidding are specifically excluded from the requirements of this Section, except that contracts for professional and consulting services shall be awarded only after competitive solicitation of proposals.

**20. SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES.**

CRD has a vested interest in the settlement of disputes, defaults, or breaches involving any CRD-assisted third party contracts. CRD retains a right to a proportionate share, based on the percentage of the CRD share committed to the Project, of any proceeds derived from any third party recovery. Therefore, Municipality shall avail itself of all legal rights available under any third party contract. Municipality shall notify CRD of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third party contract, before making CRD assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the project account involved unless CRD permits otherwise.

**21. ASSIGNMENT OF CONTRACT - SUBCONTRACTORS.** The Municipality agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of CRD.

**22. CONSTRUCTION PROJECTS - SIGNS.** When a Project involves construction work, the Municipality shall cause to be erected and maintained at the construction site, signs satisfactory to CRD during construction and in accordance with the specifications set forth on Exhibit C, attached to and made a part of this Agreement, identifying the Project and indicating that CRD is participating in the development of the Project.

**23. LABOR LAW COMPLIANCE.** Municipality agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Municipality also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the Project to agree to adhere to the requirements of this Section. Municipality agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Municipality further agrees to make all required withholdings and deposits therefor. In addition, Municipality agrees to require all contractors and subcontractors for this project to pay their employees all their rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefor. Such requirements shall be included by the Municipality in all its contracts and agreements with contractors and subcontractors for this Project. CRD reserves the right to withhold final payment for this Project in the event that it is notified that the

Municipality or any contractor and subcontractor has refused to pay any employee his/her salary, medical benefits, pension or social security benefits or to make the required withholdings and deposits therefor, until such time as the CRD is satisfied that the Municipality, its contractors and subcontractors have made all such payments, withholdings, or deposits. Upon request, Municipality shall provide CRD, and cause any or all of its contractors and subcontractors to provide CRD, access to all books and records pertaining to payments, withholdings, or deposits of the Municipality or the Municipality's contractors or subcontractors relating to employees' salaries, medical benefits, and pension or social security benefits. Any such inspection by the CRD shall occur on regular business days and during normal working hours.

**24. PREMISES.**

(a) The Municipality agrees that the Premises, upon which the Improvements are being installed, is owned, leased or otherwise controlled by the Municipality.

(b) The Municipality agrees that the Premises upon which the Parking Facility is to be located is owned by the Municipality and will be provided at no cost to the CRD.

**25. EQUAL EMPLOYMENT OPPORTUNITY.** Municipality shall comply with 775 ILCS 5/2-101 et seq.

**26. ACCEPTANCE OF PROJECT FACILITIES.** Upon completion of the Work, Municipality and CRD shall conduct a joint inspection of the Project Facilities.

**27. MAINTENANCE, USE AND OPERATION OF PROJECT FACILITIES.** Municipality shall maintain the Project Facilities, or cause them to be maintained, in a safe and operable condition throughout the term of this Agreement. The specific maintenance, use and operation requirements for the Fences shall be in accordance with the provisions of the Lease.

**28. CONTINUANCE OF SERVICES.** Municipality agrees that the property upon which the Improvements are constructed ("Premises") shall be used to enhance the commuter railway station facility. Municipality agrees to continue to provide, either directly or by contract, as the case may be, the administrative and maintenance services described herein for 40 years from the execution of this Agreement ("Use Term").

**29. RETENTION OF RECORDS AND INSPECTION.** Municipality shall keep satisfactory records with regard to the use of the Project Facilities for three years after project close-out, or longer if required by state or federal agencies providing funds. Specifically, if state funds are used, Municipality shall fully comply with the Five Year Record Retention requirements and the burdens of proof specified in the Grant Agreement executed between CRD and the Illinois Department of Transportation. Such requirements are specifically incorporated herein by reference if required. Municipality shall submit to CRD upon request such information as is required in order to assure compliance with the terms of this Agreement and shall immediately notify CRD in all cases where Project Facilities are used in a manner substantially different from that intended by this

Agreement. CRD and Municipality shall conduct a yearly joint inspection of the Project Facilities to assure compliance with the terms of this Agreement.

30. **INDEMNIFICATION AND WAIVER.** To the extent permitted by law, Municipality agrees to protect, indemnify, defend and forever save and keep harmless the Indemnitees as defined in Part I, Item 1.

31. **OWNERSHIP.** CRD shall own the Improvements constructed on the Premises with CRD funds (AImprovements@). In the event this Agreement is terminated for any reason by Municipality and CRD has not defaulted under the terms and conditions of this Agreement or Municipality defaults under the terms and conditions of the Agreement and, as a result of such Municipality default, CRD is forced to terminate this Agreement and the Improvements are taken out of commuter service, CRD shall be compensated by Municipality for the Improvements. Compensation shall be based upon the remainder of the period beginning on the date which the Improvements are first used in the facilitation of commuter services and ending on the later of the expiration of: (a) forty (40) years from such date; or (b) if such actual useful life (as determined by CRD in its sole discretion) is more than forty (40) years, the end of the actual useful life of such Improvements ("Use Period"). In either (a) or (b), compensation shall be in an amount equal to the average of the original cost and the replacement cost of each such Improvement taken out of service because of termination, reduced by that percentage of the Use Period which has expired before such termination. Such payment shall be made in full within ninety (90) days after Municipality's termination of this Agreement or interest at a rate of one-half percent (2%) per month shall accrue on any unpaid balances due from the date payment is due until paid. In the event this Agreement is terminated for any reason by CRD and Municipality has not defaulted under the terms and conditions of this Agreement or CRD defaults under the terms and conditions of this Agreement and, as a result of such CRD default, Municipality is forced to terminate this Agreement, Municipality shall not be required to compensate CRD for the Improvements; provided, however, that CRD may, at its sole discretion and cost, remove the Improvements including, without limitation, lighting fixtures, benches, and railings or transfer ownership (by quit claim or bill of sale) of the Improvements to the Municipality. The Municipality shall accept the transfer of the Improvements in Aas is@ condition. Project Facilities located on the Premises shall belong to CRD.

32. **CONSTRUCTION OPERATION AND MAINTENANCE OF THE IMPROVEMENTS.** Municipality shall maintain the Project Facilities in the same way as Municipality maintains similar municipal facilities throughout the Use Term.

33. **LIENS.** Municipality shall not cause any of the Project Facilities to become subject to liens or encumbrances of any kind. If any such lien shall be filed on property of CRD by Municipality or any contractor, subcontractor or supplier of Municipality, the Municipality shall promptly take such steps as may be required to have the lien released and shall provide evidence thereof to CRD. CRD agrees to notify the Municipality of any lien of which CRD may become aware.



34. **NON-COLLUSION.** Municipality warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No CRD officer or employee, or member of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

35. **MUNICIPALITY'S WARRANTIES.** Municipality agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement, as evidenced by its "Certificate of Municipality's Attorney" attached to and made a part of Part I of this Agreement.

36. **SEVERABILITY.** CRD and Municipality agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

37. **ASSIGNMENT OF AGREEMENT.** Municipality agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of CRD.

38. **AMENDMENT.** CRD and Municipality agree that no change or modification to this Agreement or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Project Budget has been amended to conform thereto.

39. **TITLES.** Municipality and CRD agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

40. **AGREEMENT PERIOD.** The terms of this Agreement shall begin as of the date hereof and shall end upon the completion of all obligations hereunder.

41. **GOVERNING LAW.** This Agreement shall be construed in accordance with the internal laws of the State of Illinois.

42. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by CRD or Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

- (a) Notices to Metra shall be sent to:  
Commuter Rail Division  
547 W. Jackson Boulevard  
Chicago, Illinois 60661  
Attn: Director, Real Estate and Contract Management  
Phone: (312) 322-6696  
Fax: (312) 322-6698
  
- (b) Notices to Municipality shall be sent to:  
City of Berwyn  
6700 E. 26<sup>th</sup> Street  
Berwyn, IL 60402  
Attn: City Clerk  
Phone: (708) 788-2660  
Fax: (708) 788-2675

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

43. **COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

44. **EXPENDITURE OF FUNDS.** Municipality agrees that the Funds for this Project must be expended upon approved Project elements within thirty-six (36) months of execution of this Agreement. Unless otherwise specified in writing by CRD, all unexpended Grant Funds will automatically revert to CRD upon the expiration of this thirty-six (36) month time period.

**EXHIBIT A**  
**Depiction of the Work to be Performed under this Agreement**

**EXHIBIT B**  
**Approved Project Budget**

**EXHIBIT C**  
**Project Sign**

The City of Berwyn



Robert P. Schiller  
Director of Public Works

A Century of Progress with Pride

**COMMUTER FACILITY IMPROVEMENTS**  
**BERWYN, ILLINOIS**

**PROJECT SUMMARY**

The City is currently planning Improvements to two intermodal transit facilities along the BNSF Metra Commuter Rail line in its Downtown Depot District. The two intermodal transit facilities are: 1) the Berwyn (Oak Park Avenue) station facilities, which include a municipally-owned commuter parking structure for Metra customers, and 2) the Harlem Avenue station.

The proposed transit facility improvements will include energy efficient lighting upgrades and all three of the above transit facilities will be equipped with wireless fire alarm systems. Additionally, the Harlem Station and the Berwyn Station will undergo brick work, roof repairs and be retrofitted with high efficiency HVAC systems. The City will also install a wireless alarm system as well as an energy-efficient lighting upgrade in the commuter parking structure. Enhancing these intermodal facilities will improve transit access, increase ridership, and increase transit revenues, while improving public space, safety and energy efficiency for years to come. The improvements will also enhance economic vitality along the commercial district, create jobs, increase property values and activity in the area, improve public spaces, and improve area aesthetics.

Prepared By:

A handwritten signature in black ink, appearing to read "R. Schiller", is written over a horizontal line.

Robert P. Schiller  
Director of Public Works

**Exhibit C  
Signs**

RED background  
WHITE lettering  
(Italics)

WHITE background  
BLUE lettering

BLUE background  
WHITE lettering



Lettering: Futura Bold Italic (top)  
Futura Bold (center)  
Futura Demi Bold (bottom)

RTA Logo: Black circle, reversed  
white letters

J-6



A Century of Progress with Pride

8 August 2012

To: Mayor Robert J. Lovero  
Members of City Council

Re: State Comptroller's Office – Local Debt Recovery Program

The State of Illinois Comptroller has recently rolled out a new program called the Local Debt Recovery Program (LDRP). The program provides a vehicle for municipalities, counties and other units of local government to bring in needed revenue without raising taxes or increasing fees.

**How the program works:**

- Select debts that are unpaid and owed to the City will be submitted to the Comptroller's Office.
- Prior to the Comptroller issuing a state tax refund, vendor, retirement or payroll check, the amount owed to the local government will be deducted and deposited in the Comptroller Debt Recovery Trust Fund.
- The debtor will be provided with a written notice of the action and has 60 days to protest the deduction with the Office of the Comptroller.
- If no protest is made at the end of the 60 day period, the amount owed will be transferred to the local unit of government.

Several aspects of the LDRP require significant data manipulation and technical capabilities. During staff's due diligence of the LDRP, it was determined that it would be far more cost effective and practical to bring a third party administrator onboard to assist in the program.

XSELL Technologies is a Chicago-based company that specializes in data oriented applications. XSELL will provide backend capabilities to the City for the purposes complying with the strict rules set forth by the State Comptroller's Office. Beyond providing rote backend data management services, XSELL also employs a proprietary data smoothing software that will increase the City's match rate within the Comptroller's database.

Through negotiations, the City of Berwyn will be able to enlist the services of XSELL Technologies by paying them 10% of the revenue that is recovered through the program. Furthermore, the City will not have to provide any upfront money or setup costs.

**Recommendation:**

Staff recommends that Council approve the attached ordinance and thereby authorize the execution of the IGA with the Comptroller's Office and contract with XSELL Technologies for the purpose of initiating the Local Debt Recovery Program.

Respectfully submitted for your consideration,

A handwritten signature in black ink, appearing to read "E. K. Summers".

Evan K. Summers  
Project Operations Manager

**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

**ORDINANCE**  
NUMBER \_\_\_\_\_

**AN ORDINANCE FOR SOFTWARE SERVICES AND AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH XSELL TECHNOLOGIES, INC. AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS OFFICE OF THE COMPTROLLER 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 Avlla**  
**Nora Laureto**  
**Aldermen**

O R D I N A N C E No. \_\_\_\_\_

**AN ORDINANCE FOR SOFTWARE SERVICES AND AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH XSELL TECHNOLOGIES, INC. AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS OFFICE OF THE COMPTROLLER 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 Illinois General Assembly provided for the ability for local governments to utilize the Illinois Office of the Comptroller’s Offset System (the “System”) for collection of debt owed the State by persons receiving payments from the state; and

**WHEREAS**, the Mayor and City Council believe that it is in the best interests of the City to utilize the System; and

**WHEREAS**, the City is a unit of local government allowed as such to participate in the “Local Debt Recovery Program” that would permit the City to claim proceeds being paid to a debtor of the City by the State to offset debts to the City; and

**WHEREAS**, the Office of the State Comptroller has issued an Intergovernmental Agreement (the “IGA”), attached hereto and incorporated herein as Exhibit A, whereby the City will participate in the “Local Debt Recovery Program” with the State; and

**WHEREAS**, to participate in this program, data and revenue reconciliation must be collected, which is often time-consuming and difficult, and more appropriately completed by an independent contractor than City staff; and



**WHEREAS**, there exists a certain Independent Contractor Agreement (the “Contractor Agreement” and collectively with the “IGA” the “Agreements”) attached hereto and incorporated herein as Exhibit B, which sets forth the terms and conditions under which XSELL Technologies, Inc. (“XSELL”) will perform the services for 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 enter into the Agreements to most efficiently enter into the Local Debt Recovery Program; and

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

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

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

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

*Section 4.* The City’s legal counsel is hereby authorized to negotiate additional terms of the Agreements as needed and undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

*Section 5.* The Mayor is hereby authorized and directed to execute the applicable agreements, with such insertions, omissions and changes as shall be approved by the Mayor and the City’s legal counsel. The City Council further authorizes the Mayor or his designee to execute any

and all additional documentation that may be necessary to carry out the intent of this Ordinance. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

*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

\_\_\_\_\_ day of \_\_\_\_\_ 2012, 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 \_\_\_\_\_ day of \_\_\_\_\_ 2012.

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

ATTEST:

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

**EXHIBIT A**

**EXHIBIT B**

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE ILLINOIS OFFICE OF THE COMPTROLLER  
AND  
CITY OF BERWYN  
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY  
PROGRAM**

This Intergovernmental Agreement ("the Agreement") is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter "IOC") and the City of Berwyn (hereinafter "the local unit"), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

**WHEREAS**, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

**WHEREAS**, IOC operates a system, known as the Comptroller's Offset System (hereinafter, "the System"), for collection of debt owed the State by persons receiving payments from the State;

**WHEREAS**, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

**WHEREAS**, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, "the Act") [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**Article I – Purpose**

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State's tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

**Article II – Authority**

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section

10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

### **Article III – State Payment Offset Requirements and Operations**

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
  - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
  - (ii) the amount of the claim then due and payable to the local unit;
  - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
  - (iv) the time period to which the claim is attributable;
  - (v) the local entity to which the debt is owed;
  - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded such person;
  - (vii) a statement as to the outcome of any hearings or other

proceedings held to establish the debt, or a statement that no hearing was requested; and,

(viii) the date of final determination of the debt.

- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
- (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit must, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset (See Appendix A).
- (b) Only debts finally determined as currently due and payable may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on forms provided by the Comptroller and shall contain a signature sample of the person(s) to whom the delegation is made.
- (e) For purposes of this Agreement, "chief officer of the local unit" means the City Mayor.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the



ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

- B. Operational Requirements. Upon receiving a data file from the chief officer pursuant to the terms of this Agreement, IOC will perform a match with the local unit's debt file using a debtor's social security number, taxpayer identification number, name, address, or other unique identifier. The chief officer will receive a weekly file from IOC indicating the matches, at which time the local unit will update its debtor records. The chief officer will assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.
1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data.
  2. Fee. A fee shall be charged to the debtor in order to recover the cost to IOC for administrating the System. The fee shall be per payment transaction and shall be \$15, unless the payment is for an amount less than \$30, in which case the fee shall be equal to the amount offset. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
  3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III (B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.
  4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond.
  5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered

by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.

6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 708-788-2660.
7. Debt Priorities
  - (a) If a debtor has more than one local unit debt, the debt with the oldest date of delinquency shall be offset first.
  - (b) Any debt that is less than or equal to \$9.99 which is placed or remains on the System will not be offset and will not be paid to the local unit until such time as the balance owed to the local unit by the debtor exceeds \$9.99.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor if an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

#### **Article IV – Permissible Use of Information**

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the

information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

#### **Article V – Term of the Agreement and Modifications**

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

#### **Article VI – No Liability to Other Parties**

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

#### **Article VII – Issue Resolution**

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Ray Marchiori, Director – Department of Government and Community Affairs
2. Local Unit: Brian Pabst, City Administrator

#### **Article VIII – Contacts**

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel  
Illinois Office of the Comptroller  
325 West Adams  
Springfield, Illinois 62704  
Phone: 217/782-6000  
Fax: 217/782-2112  
E-mail: CampAJ@mail.ioc.state.il.us

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

#### **Article IX – Acceptance of Terms and Commitment**

The signing of this document by authorized officials forms a binding commitment between IOC and the City of Berwyn. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the City of Berwyn by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

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

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

Name: Judy Baar Topinka

Title: Comptroller

THE CITY OF BERWYN

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

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

Name:

Title:

# Appendix A



STATE OF ILLINOIS  
COMPTROLLER  
JUDY BAAR TOPINKA

## Involuntary Withholding Tape/File Certification Form

Local Unit Name: \_\_\_\_\_

Tape #/File Type: \_\_\_\_\_

Record Count: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Please mark the appropriate box:

Add Tape/File

- The debtor(s) has (have) been sent a notice that a claim has been established against said person thus giving the debtor the opportunity to appeal the determination of the existence and amount of the claim(s).
- No hearing(s) was (were) requested or a hearing(s) was (were) held and the result(s) was (were) that the claim(s) was (were) found to be valid in the amount(s) referenced in the attached record.
- The date(s) of the final determination of the debt(s) for each claim was prior to the date of submittal of the claim to IOC for Local Debt Recovery purposes.

Change Tape/File

- All change transactions contained on the enclosed tape/file meet the criteria for inclusion in the Local Debt Recovery Program.

Delete Tape/File

- All claims contained on the enclosed tape/file no longer meet the criteria for inclusion in the Local Debt Recovery Program, and should be removed from the Program.

I, \_\_\_\_\_, do hereby certify that all of the debts included on the tape/file are in compliance with the requirements of the State Comptroller Act [15 ILCS 405] and the Intergovernmental Agreement entered into between the above named local unit and the Illinois Office of the Comptroller. If I am submitting a facsimile or email signature, I hereby certify by so filing that the original signed document exists in my possession.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Local Unit: \_\_\_\_\_ Phone #: \_\_\_\_\_

## **THE CITY OF BERWYN, ILLINOIS INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and effective as of this \_\_\_\_ day of \_\_\_\_\_ 2012 (the "Effective Date"), by and between the City of Berwyn, Illinois, an Illinois municipal corporation (the "City"), and XSELL TECHNOLOGIES, INC., a Delaware corporation ("XSELL"), (collectively, the City and XSELL may, for convenience only, be hereinafter referred to as the "Parties"). The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

### W I T N E S S E T H:

WHEREAS, XSELL desires to enter into a contract as an information consultant for the City; and

WHEREAS, XSELL possesses the requisite knowledge and experience required for the position of an information consultant for revenue reconciliation matters, along with other knowledge and experience deemed valuable by the Corporate Authorities (as defined below); and

WHEREAS, the City Council and the Mayor, (the "Corporate Authorities") have determined that it is in the best interests of the City to secure the services of XSELL based on the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement whereby XSELL will act as an independent contractor in accordance with the terms and conditions hereinafter set forth and any other agreed upon terms governing the aforesaid relationship; and

WHEREAS, XSELL, an independent contractor, shall perform the services and undertake the obligations as described in Exhibit A, incorporated herein and attached hereto; and

WHEREAS, XSELL shall not be the exclusive information consultant for the City and XSELL will only provide such of its technology services that the City advises them to at the City's discretion; and

WHEREAS, XSELL shall be the exclusive technology partner in connection with the Illinois Office of the Comptroller's ("IOC") Local Debt Recovery Program; and

WHEREAS, XSELL understands that it will only be working on matters related to the IOC Local Debt Recovery Program; and

WHEREAS, XSELL shall not work exclusively for the City; and

WHEREAS, XSELL and the City hereby enter into this Agreement for the provision of services described in Exhibit A pursuant to the directions of the Mayor and/or his designee in exchange for the compensation described in Exhibit B, incorporated herein and attached hereto; and

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

1. COVENANTS OF XSELL.

1.1 Contractual Relationship. XSELL shall provide the services described in Exhibit A (the "Services") as an independent contractor performing the duties of an information consultant in the area of revenue reconciliation for the operations of the City.

1.2 Contractual Duties. XSELL shall in a first class and highest industry standard provide the Services which shall include revenue reconciliation employing software XSELL has developed and owns, shall also provide exception management services and shall perform such other related tasks and duties as directed by the Mayor or the Mayor's designee all in accordance with the operational policies and procedures established in the Codified Ordinances of Berwyn (the "City Code"), incorporated herein by this reference, and any other applicable policies, procedures and past practices, as the same may be updated from time to time. Any such direction shall be given in writing transmitted electronically, by standard mail or by personal delivery.

1.3 Best Efforts; Inducements. XSELL agrees that at all times it will faithfully, efficiently and to the best of its abilities and talents perform all of the duties that may be required of and from it, pursuant to the terms hereof and to the reasonable satisfaction of the Mayor or his designee. XSELL shall abide by all policies and decisions made by the City, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations. Consistent with the terms of this Agreement, XSELL shall act in the best interests of the City at all times. XSELL has not provided any gift, gratuity, service or other inducement to any City official or employee or to any entity or individual involved in retaining XSELL's services.

2. TERM. The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year unless earlier terminated as provided for in Section



5 of this Agreement. The Parties have a right, but not an obligation, to renew at a future date.

3. RESTRICTIVE COVENANTS. To the fullest extent of XSELL's knowledge, XSELL represents and warrants to the City that XSELL is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with XSELL's acceptance of the contracted for position by the City or the performance of the duties and services hereunder and XSELL has sufficient experience, qualifications and knowledge to undertake the duties set forth in this Agreement. XSELL shall defend, indemnify and hold harmless the City, its officials, elected and appointed, employees, consultants and agents from and against any liability the City may incur to a third party as the result of the existence and breach by XSELL of any such covenants, obligations or commitments.
4. REMUNERATION. XSELL will be compensated by the City as provided in Exhibit B within thirty (30) days after the City has received the revenues from the IOC under the Local Debt Recovery Program (as described in Exhibit B) administered by the IOC. XSELL's position is wholly based on commission as described in Exhibit B.
5. TERMINATION. This Agreement and relationship governed thereunder may be terminated for convenience of the Parties for cause or no cause upon thirty (30) days advance written notice. Notwithstanding any such termination, XSELL shall be paid the compensation provided for in Exhibit B for any revenue reconciliation matches identified by XSELL and transmitted to the IOC for payment offset during the term of this Agreement. XSELL shall be paid only after the City has received revenue. No such payment will be made in the event of fraud or maleficence on the part of XSELL.
6. RETURN OF THE CITY'S PROPERTY; TRANSITION. The City shall give no personal property to XSELL. The work product generated by XSELL and submitted to the City is owned by the City. The City shall provide computer readable data to XSELL sufficient to allow XSELL to render the Services including, without limitation, limited access to the City's computer system in order to extract data necessary to prepare required reports to be submitted to the IOC. The City shall make available to XSELL on a limited basis for consultation purposes, management personnel from its Finance and Information Technology Departments. The Parties shall meet and take all steps necessary to integrate the XSELL computer system with the City's computer system.
7. INSURANCE. XSELL shall maintain at its expense commercially reasonable insurance policies including, without limitation, automobile insurance, workers'

compensation insurance and other such endorsements applicable to this Agreement as requested by the City during the then remaining term of the Agreement and in such form amounts, and manner as directed by the City in its sole and absolute discretion. Such limits, premium and deductible amounts are to be reasonably agreed to by the Parties. XSELL shall provide the City with a certificate of insurance identifying the City as an "additional insured." It shall not be a breach of this Agreement if XSELL is unable to provide the City with a certificate of insurance identifying the City as an "additional insured" for workers' compensation coverage. To the extent that there is any conflict with XSELL's compliance with Section 1.2 of this Agreement and with this Section, the same shall be read as expansively as possible to protect the interests of the City.

8. REPRESENTATIONS AND WARRANTIES OF XSELL. XSELL represents and warrants to the City that the statements and other representations made by XSELL to the City during the hiring and interview process including, without limitation any written materials submitted to the City and statements made to the City by XSELL and XSELL's references, are true and accurate. XSELL shall defend, indemnify and hold harmless the City, its officials, elected and appointed, consultants, employees and agents from and against any liability the City may incur to a third party as the result of its reliance upon any of the aforementioned statements or other representations that are found to have been false or misleading. For the defense of this claim, the City has the right to select its own counsel.
  
9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CITY. The City represents, warrants and covenants to and with XSELL, as follows:
  - 9.1 The City has duly authorized the execution and performance of this Agreement;
  - 9.2 The Parties have taken all action necessary to allow the Parties to perform their obligations under this Agreement including, without limitation: (a) entering into an Intergovernmental Agreement with the IOC for access to the IOC's Local Debt Recovery Program (the "Intergovernmental Agreement"); and (b) designating XSELL as the City's authorized agent to interact with the IOC. Entering into this Agreement violates no other agreement and no law including, without limitation federal or state law;
  - 9.3 The City will comply with all the terms and provisions applicable to it under the Intergovernmental Agreement; and

9.4 All data provided to XSELL for analysis will be accurate and correct in all respects, and shall satisfy the requirements of the Intergovernmental Agreement.

10. **CONFIDENTIALITY.** The City and XSELL and their respective personnel shall, except as otherwise expressly provided herein, use the other Party's Confidential Information (as hereinafter defined) solely to fulfill the purposes of this Agreement, and each shall take all reasonable precautions to prevent unauthorized disclosure thereof. Neither the City nor XSELL shall make any public disclosure of the other Party's Confidential Information (excluding disclosure to the IOC necessary for revenue reconciliation), in the absence of the prior written consent of the other Party. Notwithstanding the forgoing, the Parties acknowledge that the City is a unit of local government which shall comply with all applicable federal and state law regarding confidentiality including, without limitation, the Freedom of Information Act (5 ILCS 140/1, *et. seq.*) and the Open Meetings Act (5 ILCS 120/1, *et. seq.*). The City will comply with all law regarding confidentiality and release information requested from it pursuant to the Freedom of Information Act and the Open Meetings Act. The Parties further acknowledge that the confidentiality requirements in this Agreement are different than if two private entities were entering into an agreement. Upon termination of this Agreement or upon demand, except as otherwise provided herein, the Parties shall promptly return to each other all property and Confidential Information of the other Party. If agreed, a certificate of destruction may be provided in lieu of return of the Confidential Information, with sufficient detail regarding the Confidential Information destroyed, destruction date, and assurance that all copies also were destroyed. Notwithstanding the foregoing, upon execution of this Agreement, the Parties agree to issue a joint press release announcing their entry into the relationship contemplated by this Agreement.

For purposes of this Agreement, Confidential Information means any proprietary information, technical data, trade secrets or know-how, research, experiments, inventions, processes, formulas, designs, drawings, products, services, plans, marketing strategies, business or financial information, finances, software, source code, hardware configuration, or other information disclosed by the City or XSELL, their representatives, affiliates, vendors or customers, or their respective directors, managers, officers, employees, agents, representatives, independent contractors, or attorneys, in writing, orally, electronically, or by drawings or inspection of parts or equipment, and includes any other information that the Parties may reasonably understand to be confidential. Confidential Information does not include information: (a) already known by a Party at the time it is disclosed as shown by written records; (b) publicly known without breach of this Agreement; (c) received from a third party, other than residents of the City, authorized to disclose it without restriction; (d) independently developed by a Party without use of Confidential Information; or (e) required by law, regulation

or valid court or government order to be disclosed, provided a Party first notifies the other Party of such required disclosure, so the other Party may seek a protective order pertaining to such information.

11. **INDEMNIFICATION.** The Parties shall defend, indemnify, and hold harmless the other Party and its officials (whether elected or appointed and including, but not limited to the Mayor), affiliates, directors, officers, employees, agents, representatives, independent contractors, or attorneys, successors and assigns (“Indemnified Parties”) from all claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties or interest, associated auditing and legal expenses and other costs incurred by Indemnified Parties, arising from: (i) any misrepresentation or breach of any representation, warranty or covenant of the Parties hereunder; (ii) the Parties’ performance or non-performance under this Agreement; and (iii) the Parties’ negligence or willful misconduct; all the foregoing except to the extent arising out of the willful misconduct of an Indemnified Party.
  
12. **NOTICE OF IMPENDING CLAIMS.** As a continuing obligation of XSELL throughout this Agreement, XSELL shall notify the City of any claims, either filed or threatened to be filed, which materially affect, or could materially affect the City.
  
13. **NOTICE.** All notices required under this Agreement shall be in writing and shall be deemed given when delivered personally, by overnight delivery, by facsimile transmission upon electronic acknowledgment of receipt, or by certified or registered mail, return receipt requested, upon verification of receipt to the addresses set forth below:

If to City:                            The City of Berwyn  
  Attn: Brian L. Pabst, City Administrator  
  6700 26<sup>th</sup> Street  
  Berwyn, IL 60402  
  Phone: (708) 749-6432  
  Fax: (708) 788-2567\_\_\_\_\_  
  Email: BPabst@ci.berwyn.il.us

With a copy to:                      Del Galdo Law Group, LLC  
  Attn: James M. Vasselli  
  1441 South Harlem Avenue  
  Berwyn, Il 60402  
  Phone: (708) 222-7000  
  Fax: (708) 222-7001

Email: vasselli@dlglawgroup.com

If to XSELL: XSELL Technologies, Inc.  
230 S. Clark Street  
Chicago, IL 60406  
Attn: Matthew Coughlin, President and CEO  
Phone: (312) 462-6152  
Fax: ( ) \_\_\_\_\_  
Email: mcoughlin@xselltechnologies.com

with a copy to: Edward J. Grzelakowski  
Kemp & Grzelakowski, Ltd.  
1900 Spring Road, Suite 500  
Oak Brook, IL 60523  
Phone: (630) 571-7711  
Fax: (630) 581-7755  
Email: kemp-grzelakowski@email.msn.com

14. **NONSOLICITATION OF PERSONNEL.** Except as may otherwise be agreed in a separate writing between the Parties, neither Party shall solicit for employment, nor hire or engage any personnel of the other Party in any capacity during the Term of this Agreement and for a period of two (2) years thereafter.
15. **XSELL'S PROPRIETARY INTERESTS.** Nothing set forth in this Agreement shall be construed to grant to the City or any of its personnel, any right, title or interest in, or license of XSELL's Confidential Information or Intellectual Property (as hereinafter defined). For purposes of this Agreement, Intellectual Property means collectively: (a) trademarks, trade names, service marks, trade dress, product configurations, logos and other trade identities, trade secrets, know-how, mask work rights, inventions, formulas, algorithms, business methods, rights in packaging, computer software (in source code and object code formats), domain names, uniform resource locaters, Internet protocol addresses, web sites (and source codes for web sites), patents, patent rights, copyrights, moral rights, authorship rights and other ownership rights, owned in whole or part by a Party; (b) common law rights, licenses, royalties, assignments, associated goodwill, applications, registrations, renewals and extensions for all of the items under (a) above in the United States, each individual state thereof, and all other countries and jurisdictions worldwide; and (c) agreements relating to (a) or (b) above to which a Party hereto is a party (including expiration dates, if applicable), including, without limitation, all agreements relating to technology, know-how, processes, software (including, but not limited to, all agreements covering application software and operating system software and all agreements with

application service providers), and hardware. This foregoing does not include any data which shall be the property of the City and shall be distributed to the successor entity if there is a transition of services.

Due to the significant investment required of XSELL in order to create and implement the program contemplated by this Agreement, as a material inducement to XSELL to enter into this Agreement, the City agrees to work exclusively with XSELL during the term of this Agreement in relation to the IOC's Local Debt Recovery Program and not to engage any other person to provide technology services in connection with the IOC's Local Debt Recovery Program similar to the Services to be provided by XSELL hereunder.

16. MISCELLANEOUS.

- 16.1 Preambles & Approvals. The statements set forth in the preambles to this Agreement are true and correct and are adopted as part of this Agreement. Where approval is required pursuant to the terms of this Agreement, no unreasonable request shall be denied.
- 16.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws. XSELL acknowledges that it has had an opportunity to review and revise this Agreement and have the same reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 16.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 16.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.
- 16.5 Modification; Waiver. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise,

express or implied, with respect to the subject matter hereof have been made by either Party that is not expressly set forth in this Agreement. No failure or delay on the part of either Party to the Agreement to exercise any right, remedy, power or privilege will preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

- 16.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 16.7 No Conflict of Interest. During the term of XSELL's position with the City and during any period that XSELL is receiving payments from the City, XSELL must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with the City, as may be determined by the Mayor, in his reasonable discretion. If the Mayor believes such a conflict exists during the term of this Agreement, the Mayor or his designee may ask XSELL to choose to discontinue the other work or resign its position with the City.
- 16.8 Right to Counsel. XSELL acknowledges that it was informed that it has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, XSELL acknowledges that it had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 16.9 Signing in Counterparts. 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.
- 16.10 Assignment. This Agreement is personal in character and neither the City nor XSELL shall assign its or his interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignor for obligations accrued prior to such assignment.
- 16.11 Records. During the term of this Agreement and for a period of not less than three (3) years after the termination or expiration of this Agreement, or longer if required by law, the Parties shall maintain complete and

accurate records concerning their obligations and performance under this Agreement.

- 16.12 Excusable Delays. Neither Party shall be held responsible for delays caused by acts beyond its control, such as acts of God, utility or communications delays or failures, fire or other casualty, accidents not caused by its own negligence or fault, labor disputes, war, or failure of the other Party to provide required data or access.
- 16.13 Further Assurances. The Parties shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall: (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things; all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.
- 16.14 Prevailing Party. The prevailing Party in any action brought with respect to this Agreement shall be entitled to recover its costs and reasonable attorneys fees incurred in any such action from the non-prevailing Party.
- 16.15 Independent Contractor Status; Reporting Requirements. XSELL's relationship with the City will be that of an independent contractor and not that of an employee, agent, partner, joint venturer or appointed official. The City will not make deductions from payments made to XSELL for state, local or federal taxes, impositions and charges, all of which will be XSELL's responsibility. Other than in furtherance of its obligations hereunder in rendering the Services, including without limitation, necessary revenue reconciliation filings with the IOC, XSELL will have no authority to enter into contracts that bind the City or create obligations on the part of the City without the prior written authorization of the City. XSELL will report to the Mayor concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the mutual agreement of the Mayor and XSELL.
- 16.16 Business Cards and Uniforms. XSELL will be given neither business cards nor City uniforms.



17. **DISCLAIMERS AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE WARRANTIES PROVIDED HEREUNDER AND THE LIABILITIES OF A PARTY HEREUNDER ARE EXCLUSIVE AND IN LIEU OF, AND EACH PARTY HEREBY WAIVES, ALL OTHER WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS WITH RESPECT TO FITNESS AND MERCHANTABILITY FOR A PARTICULAR PURPOSE) OR WHETHER OR NOT OCCASIONED BY A PARTY'S NEGLIGENCE. THE WARRANTIES HEREUNDER SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY XSELL AND THE CITY.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

*The City of Berwyn Independent Contractor Agreement*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Executed:

CITY OF BERWYN,  
an Illinois municipal corporation

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Date

(SEAL)

XSELL TECHNOLOGIES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Matthew Coughlin, President & CEO Date

**Exhibit A**  
**(Job Duties)**

XSELL will provide revenue reconciliation services employing its own custom made software that will allow the City, as a local claiming entity (LCE), to overcome the complexities in revenue reconciliation and administrative procedures related to the Local Debt Recovery Program administered by IOC. XSELL shall create a fact based, data driven sustainable solution that identifies funds outstanding, locate matches, and apply to the IOC for offset payments of revenues available to the City under the Local Debt Recovery Program.

XSELL's Revenue Reconciliation Program is created with the following intentions:

1. Provide IOC file preparation for the following files:
  - i. Local Claiming Entity Involuntary Pre Add File
  - ii. Local Claiming Entity Involuntary With-Holding Maintenance Add
  - iii. Local Claiming Entity Involuntary Maintenance Change
  - iv. Local Claiming Entity Involuntary Match
  - v. Local Claiming Entity Involuntary Statistical Analysis
  - vi. Local Claiming Entity Involuntary Delete File
2. Increase match accuracy with IOC system of records to create increase revenue reconciliation.
3. Provide accurate and ongoing maintenance to file amendment per IOC guidelines.

**Exhibit B**  
(Remuneration Schedule)

Price of Services/Compensation: XSELL shall receive from the City an amount equal to ten percent (10%) of actual revenues received by the City from the IOC's Local Debt Recovery Trust Fund (or similar depository) under the Local Debt Recovery Program administered by the IOC as a result of using XSELL's services and/or technology.



**Denis O'Halloran**  
Fire Chief  
do'halloran@ci.berwyn.il.us

**Sam Molinaro**  
Assistant Fire Chief  
smolinaro@ci.berwyn.il.us

# BERWYN FIRE DEPARTMENT

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



**Mayor Robert J. Lovero**

August 10, 2012

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

Re: Recommendation to award bid for construction of the North Fire Station parking lot project

The City of Berwyn opened bids for the above mentioned project on August 7, 2012. They were four bids submitted, three of which met the requirements listed in the Request for Proposal.

The three companies' were:

FM & J Asphalt Paving	\$85,050
Abbey Paving	\$116,500
Martam Construction	\$138,000

The firm that the City has contracted with regarding the design and scope of the project, Wold Architects, has made a recommendation concerning awarding the contract for the project. Their recommendation letter is attached.

It would be my recommendation to concur with the attached letter of recommendation, and award the contract to Abbey Paving and Sealcoating Co. Inc. of Aurora, Illinois in the amount of (\$116,570.00)

This project is funded & budgeted for through the CDBG.

Respectfully submitted,

Sam Molinaro

Assistant Fire Chief

WOLD

architects  
engineers  
www.woldae.com

110 North Brockway St  
Two Hundred Twenty  
Palatine, IL 60067

tel 847 241 6100  
fax 847 241 6105  
mail@woldae.com

August 9, 2012

Mayor Robert J. Lovero  
City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, Illinois 60402

Re: City of Berwyn – Fire Station No. 2 Parking Lot Project  
Commission No. 113016

Dear Mayor Lovero and Members of the City Council:

On Tuesday, August 7, 2012 at 2:00 p.m. we received four (4) bids for the Berwyn Fire Station No. 2 Parking Lot project. A copy of the Bid Tabulation is enclosed for your review.

We have reviewed all bids. Please note that two of the bids received, including the lowest bid, represented incomplete bids as they were not inclusive of the overall scope of work specified to be included for this project. These irregularities are noted on the Bid Tabulation.

The preliminary budget developed by Wold for this project was \$71,500. During design and construction document phase soil borings and geotechnical analysis were completed, and the existence of unsuitable soils was discovered. Therefore, over-excavating and removal of unsuitable soils to an approved offsite location had to be specified. In addition, the thickness of the parking lot surface was increased to accommodate the potential for occasional parking of fire department apparatus, whereas it was originally conceived to be for parking of personal vehicles.

Based on our review of the bids, our recommendation is to award the contract to Abbey Paving & Sealcoating Co., Inc. of Aurora, Illinois for a total contract amount of \$116,570.00.

Please do not hesitate to contact me with any questions.

Sincerely,

Wold Architects and Engineers



Matt Bickel // AIA, LEED AP BD+C  
Partner

Enclosure

cc: Chief Denis O'Halloran, Berwyn Fire Department  
Assistant Chief Sam Molinaro, Berwyn Fire Department  
Thomas J. Pavlek, City of Berwyn

L:\Berwyn\_City\_of\Wold Documents\113016\crsp\030912\_Bid Recommendation Ltr.doc

Minnesota  
Illinois  
Michigan  
Colorado

designers and researchers for public environments



Project Name:

Berwyn Fire Station No. 2 Parking Lot

BID TABULATION

Commission No.:

113016

Wold Architects and Engineers

Date:

8/7/12

110 N. Brockway St. - Suite 220

Time:

2:00 PM

Palatine, Illinois 60067

847.241.6100 Fax: 847.241.6105

Bidders Name	Addendum Numbers	Bid Security	Base Bid	Remarks
Abbey Paving & Sealcoating 1949 County Line Road Aurora, Illinois 80502 Ph. 630.585.7220 Fx. 630.585.7220	n/a	bond 10%	\$116,570.00	
FM&J Asphalt Paving Inc. 4302 W. Warren Avenue Hillside, Illinois 60162 Ph. 708.544.6700 Fx. 708.544.3761	n/a	bond 10%	\$85,050.00	Bid form indicates "Asphalt, concrete & Curb Gutter <u>ONLY</u> "
Martam Construction, Inc. 1200 Gasket Drive Elgin, Illinois 60120 Ph. 847.608.8800 Fx. 847.608.8804	n/a	bond 10%	\$138,000.00	
TK Concrete, Inc. 110 East Schiller Street, Suite 234 Elmhurst, Illinois 60126 Phone Fax	n/a	none	\$8,200.00	No bid security. Bid concrete work only.

## REQUEST FOR PROPOSAL

NOTICE TO PROPOSERS: Sealed Bidding Documents will be received at the Office of the City Clerk, until the time and date specified below for:

### **Berwyn Fire Station No. 2 Parking Lot**

This project includes: Site demolition and grading, excavation, engineered fills, storm sewer, concrete curb and gutter, bituminous asphalt paving, metal panel siding, standing seam metal roofing, caulking and sealants, PVC privacy fencing, site lighting, electrical power distribution

Proposal documents including the Proposal Form, Drawings and Specifications, will be available and on file at the following locations:

The Offices of the Architect, Wold Architects and Engineers, 110 North Brockway, Suite 220, Palatine, Illinois, 60067 (847) 241-6100.; at the McGraw Hill Construction Dodge Plan Room (St. Louis, MO) 314-781-2504; Reed Construction Market Data (Oak Brook, IL) (800) 699-8640; Illowa Builders Exchange (Rock Island) (309) 788-9260; Northern Illinois Building Contractors Association (Rockford) (815) 229-5636; Greater Peoria Contractor's & Suppliers Association (Peoria) (309) 692-5710; Construction Resource Technology (888) 506-7613 and Master Builders of Iowa (Des Moines, IA) 1-800-362-2578 for both a *deposit of twenty dollars (\$20.00) and a non-refundable fee of ten dollars (\$10.00) made out to "Wold Architects and Engineers"*. The following information must accompany the deposit: Company name, mailing address, street address, phone and facsimile numbers and type of bidder (i.e. General, Mechanical or Electrical Subcontractor to General, or other). A refund of twenty dollars (\$20.00) will be sent to prime contractors who submit a bid to the Owner and subcontractors for each set (including addenda) returned to Wold Architects and Engineers in good condition within ten (10) calendar days of the award date, subject to the conditions of AIA Document A701.

**ADDRESS PROPOSAL DOCUMENTS TO:** Attention of the City Clerk's Office, City Hall, 6700 W. 26<sup>th</sup> Street, Berwyn, IL 60402, on or before 2:00 p.m. on August 7, 2012. Bidding Documents shall be sealed and clearly marked on the front "**Bid for Berwyn Fire Station No. 2 Parking Lot.**" **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

**PROPOSAL DOCUMENTS ARE DUE NO LATER THAN:** 2:00 p.m. on August 7, 2012. These proposals will be opened and read aloud immediately thereafter in the Conference room located on the second floor at City Hall. Make proposals on the bid forms supplied in the Project Manual. No oral, telegraphic or telephonic proposals or modifications will be considered. Submit with each bid, a certified check or acceptable bidder's bond payable to City of Berwyn in an amount equal to ten percent (10%) of the total bid. The successful bidder will be required to furnish satisfactory Labor and Material Payment Bond, and Performance Bond.

The City of Berwyn is not responsible for delays occasioned by the U.S. Postal Service, the Internal mail delivery system of the City of Berwyn, or any other means of delivery employed by the bidder. Similarly, the City of Berwyn is not responsible for, and will not open, any bid responses which are received later than the date and time stated.

Bids may not be withdrawn within thirty (30) days after the scheduled time of opening bids, without the consent of the Owner. The Owner reserves the right to accept any bid or to reject any or all bids, or parts of such bids, and waive informalities or irregularities in bidding.

The Owner requires Substantial Completion of the project on or before October 1, 2012

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal must be submitted no later than 3pm, August 2, 2012 by e-mailing the following City Representative:

Sam Molinaro, Assistant Fire Chief  
[smolinaro@ci.berwyn.il.us](mailto:smolinaro@ci.berwyn.il.us)

By Order of: Mayor and Berwyn City Council  
s// Thomas J. Pavlik, City Clerk







## **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)

August 9, 2012

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

SUBJECT: Payroll August 1, 2012

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the August 14, 2012 meeting.

Payroll: August 1, 2012 in the amount of \$1,029,203.76.

Respectfully Submitted,

A handwritten signature in black ink that reads "Nona N. Chapman". The signature is written in a cursive, flowing style.

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

August 9, 2012

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

SUBJECT: Payables August 14, 2012 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the August 14, 2012 meeting.

Total Payables: August 14, 2012 in the amount of \$2,374,264.65.

Respectfully Submitted,

A handwritten signature in black ink that reads "Nona N. Chapman". The signature is written in a cursive, flowing style.

Nona N. Chapman  
Budget Committee Chairman

# Payment Register

From Payment Date: 8/10/2011 - To Payment Date: 8/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
<u>Check</u>									
18390	07/23/2012	Open			Accounts Payable	JCCIA Columbus Day Parade	\$125.00		
18391	07/26/2012	Open			Accounts Payable	Key Equipment Finance	\$3,901.84		
18392	07/26/2012	Open			Accounts Payable	Key Government Finance, Inc.	\$3,521.52		
18393	07/26/2012	Open			Accounts Payable	Marking Specialists Corporation	\$19,120.15		
18394	07/26/2012	Open			Accounts Payable	Secretary of State	\$10.00		
18395	07/26/2012	Open			Accounts Payable	Taylor Lazzara	\$400.00		
18396	07/26/2012	Open			Accounts Payable	The Law Offices of Marshall J. Burt	\$6,020.00		
18397	07/26/2012	Open			Accounts Payable	Wayne Parthun	\$3,990.00		
18398	07/31/2012	Open			Accounts Payable	GG Development Corp.	\$16,515.00		
18399	07/31/2012	Open			Accounts Payable	Gould & Ratner, LLP	\$650,000.00		
18400	08/01/2012	Open			Accounts Payable	3-D Sound Company	\$1,550.00		
18401	08/01/2012	Open			Accounts Payable	AA Rental	\$6,573.00		
18402	08/01/2012	Open			Accounts Payable	Brian Pabst	\$48.60		
18403	08/01/2012	Open			Accounts Payable	Dave Edgren	\$200.00		
18404	08/01/2012	Open			Accounts Payable	Diamond Graphics, Inc.	\$108.00		
18405	08/01/2012	Open			Accounts Payable	Eggie Mills-Fletcher	\$150.00		
18406	08/01/2012	Open			Accounts Payable	Evan Summers	\$14.00		
18407	08/01/2012	Open			Accounts Payable	KCM Productions	\$875.00		
18408	08/01/2012	Open			Accounts Payable	Making Faces Chicago	\$880.00		
18409	08/01/2012	Open			Accounts Payable	Marie S. Lauretana	\$200.00		
18410	08/01/2012	Open			Accounts Payable	Melrose Pyrotechnics, Inc.	\$5,000.00		
18411	08/01/2012	Open			Accounts Payable	The Bagpipers & Drums of the Emerald Society	\$300.00		
18412	08/08/2012	Open			Accounts Payable	R.D.V. Electric, Inc.	\$1,070.00		
18413	08/10/2012	Open			Accounts Payable	1st Source America	\$1,776.89		
18414	08/10/2012	Open			Accounts Payable	3 Branch Products, Inc.	\$1,027.73		
18415	08/10/2012	Open			Accounts Payable	A & A Sprinkler Company, Inc.	\$330.00		
18416	08/10/2012	Open			Accounts Payable	A Square Deal Glass Company	\$650.00		
18417	08/10/2012	Open			Accounts Payable	ABC Automotive Electronics	\$1,047.50		
18418	08/10/2012	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$9,268.00		
18419	08/10/2012	Open			Accounts Payable	AETNA	\$27,226.14		
18420	08/10/2012	Open			Accounts Payable	Air One Equipment, Inc.	\$2,713.00		
18421	08/10/2012	Open			Accounts Payable	Algas North Central	\$196.70		
18422	08/10/2012	Open			Accounts Payable	Al Warren Oil Company	\$47,153.86		
18423	08/10/2012	Open			Accounts Payable	All American Exterior Solutions	\$350.00		
18424	08/10/2012	Open			Accounts Payable	Alliance Entertainment	\$10.49		
18425	08/10/2012	Open			Accounts Payable	AmAudit	\$961.68		
18426	08/10/2012	Open			Accounts Payable	Amazon.com	\$679.41		
18427	08/10/2012	Open			Accounts Payable	Anthony Bertuca	\$19.00		
18428	08/10/2012	Open			Accounts Payable	Antonio Montiel	\$48.49		
18429	08/10/2012	Open			Accounts Payable	Apple Books	\$352.66		
18430	08/10/2012	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$258.00		
18431	08/10/2012	Open			Accounts Payable	Art Flo Shirt and Lettering	\$1,680.00		
18432	08/10/2012	Open			Accounts Payable	Associated Tire and Battery	\$506.00		
18433	08/10/2012	Open			Accounts Payable	AT & T	\$5,263.32		
18434	08/10/2012	Open			Accounts Payable	AT & T	\$13,435.19		
18435	08/10/2012	Open			Accounts Payable	AT& T	\$1,656.01		

# Payment Register

From Payment Date: 8/10/2011 - To Payment Date: 8/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18436	08/10/2012	Open			Accounts Payable	AT& T	\$1,104.00		
18437	08/10/2012	Open			Accounts Payable	AT& T Long Distance	\$49.27		
18438	08/10/2012	Open			Accounts Payable	AWESOME Pest Service	\$725.00		
18439	08/10/2012	Open			Accounts Payable	B & B Wholesale Distributors	\$365.48		
18440	08/10/2012	Open			Accounts Payable	B. Davids Landscaping	\$2,485.00		
18441	08/10/2012	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$682.76		
18442	08/10/2012	Open			Accounts Payable	Banc of America, Public Capital Corporation	\$5,512.68		
18443	08/10/2012	Open			Accounts Payable	Barge Terminal & Trucking	\$2,258.43		
18444	08/10/2012	Open			Accounts Payable	Becky Spratford	\$20.00		
18445	08/10/2012	Open			Accounts Payable	Berwyn Ace Hardware	\$74.48		
18446	08/10/2012	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$18.00		
18447	08/10/2012	Open			Accounts Payable	Bio-Tron, Inc.	\$160.00		
18448	08/10/2012	Open			Accounts Payable	Blackstone Audiobooks	\$115.50		
18449	08/10/2012	Open			Accounts Payable	Bluders Tree Service & Landscaping	\$1,500.00		
18450	08/10/2012	Open			Accounts Payable	Brian Pabst	\$177.50		
18451	08/10/2012	Open			Accounts Payable	BSN Sports	\$272.99		
18452	08/10/2012	Open			Accounts Payable	Cabreana Audio Group	\$229.82		
18453	08/10/2012	Open			Accounts Payable	Carlos Salinas	\$23.35		
18454	08/10/2012	Open			Accounts Payable	Cassidy Tire	\$1,233.41		
18455	08/10/2012	Open			Accounts Payable	CDW Government, Inc.	\$378.89		
18456	08/10/2012	Open			Accounts Payable	CenterPoint Energy Services, Inc.	\$1,322.40		
18457	08/10/2012	Open			Accounts Payable	Cermak Animal Clinic	\$28.00		
18458	08/10/2012	Open			Accounts Payable	Chicago Office Technology Group	\$399.10		
18459	08/10/2012	Open			Accounts Payable	Chicago Public Library	\$509.46		
18460	08/10/2012	Open			Accounts Payable	Christine Mangold	\$43.01		
18461	08/10/2012	Open			Accounts Payable	Cindy Vogl	\$70.05		
18462	08/10/2012	Open			Accounts Payable	Citadel	\$180.00		
18463	08/10/2012	Open			Accounts Payable	Clean Source, Inc.	\$1,795.00		
18464	08/10/2012	Open			Accounts Payable	Collision Centers Of America	\$65,000.00		
18465	08/10/2012	Open			Accounts Payable	Comcast Cable	\$11.94		
18466	08/10/2012	Open			Accounts Payable	ComEd	\$1,291.59		
18467	08/10/2012	Open			Accounts Payable	ComEd	\$17,032.38		
18468	08/10/2012	Open			Accounts Payable	Comfort Suites Minneapolis-Downtown	\$1,261.04		
18469	08/10/2012	Open			Accounts Payable	Communication Revolving Fund	\$439.15		
18470	08/10/2012	Open			Accounts Payable	Complete Temperature Systems, Inc.	\$2,105.00		
18471	08/10/2012	Open			Accounts Payable	Cory Glaberson	\$25,000.00		
18472	08/10/2012	Open			Accounts Payable	Cuda Law Offices, LTD	\$1,369.50		
18473	08/10/2012	Open			Accounts Payable	David Jelonek	\$21.56		
18474	08/10/2012	Open			Accounts Payable	David Norton	\$75.87		
18475	08/10/2012	Open			Accounts Payable	Debra Elmore	\$34.94		
18476	08/10/2012	Open			Accounts Payable	Deece Automotive	\$4,954.80		
18477	08/10/2012	Open			Accounts Payable	Dell Marketing, LP	\$3,715.42		
18478	08/10/2012	Open			Accounts Payable	Dell Marketing, LP	\$80.38		
18479	08/10/2012	Open			Accounts Payable	Depot District Development, LLC	\$75,000.00		
18480	08/10/2012	Open			Accounts Payable	Diamond Graphics, Inc.	\$1,180.00		
18481	08/10/2012	Open			Accounts Payable	Dolores Wojnarowski	\$38.69		
18482	08/10/2012	Open			Accounts Payable	Don Morris Architects, PC	\$9,318.00		
18483	08/10/2012	Open			Accounts Payable	DVA.com	\$126.29		

# Payment Register

From Payment Date: 8/10/2011 - To Payment Date: 8/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18484	08/10/2012	Open			Accounts Payable	E & M Maintenance Group	\$1,315.00		
18485	08/10/2012	Open			Accounts Payable	Eagle Engraving	\$140.33		
18486	08/10/2012	Open			Accounts Payable	EBSCO	\$55.55		
18487	08/10/2012	Open			Accounts Payable	eDot	\$200.00		
18488	08/10/2012	Open			Accounts Payable	Elite Construction Solutions, Inc.	\$1,830.00		
18489	08/10/2012	Open			Accounts Payable	Empire Cooler Service, Inc.	\$92.00		
18490	08/10/2012	Open			Accounts Payable	Equilibrium IT Solutions, Inc.	\$4,652.50		
18491	08/10/2012	Open			Accounts Payable	Esther Corral	\$40.00		
18492	08/10/2012	Open			Accounts Payable	Exelon Energy Company	\$5,959.09		
18493	08/10/2012	Open			Accounts Payable	FBI-LEEDA	\$50.00		
18494	08/10/2012	Open			Accounts Payable	Federal Express Corporation	\$185.76		
18495	08/10/2012	Open			Accounts Payable	Federal Rent-a-Fence, Inc.	\$72.00		
18496	08/10/2012	Open			Accounts Payable	Felco Vending, Inc.	\$200.00		
18497	08/10/2012	Open			Accounts Payable	Film Ideas, Inc.	\$115.00		
18498	08/10/2012	Open			Accounts Payable	Fire Safety Consultants, Inc.	\$1,560.00		
18499	08/10/2012	Open			Accounts Payable	Flash Electric Company	\$2,340.00		
18500	08/10/2012	Open			Accounts Payable	Florence Ruffino	\$27.10		
18501	08/10/2012	Open			Accounts Payable	Fort Dearborn Life Insurance Company	\$5,629.00		
18502	08/10/2012	Open			Accounts Payable	Fox Valley Fire & Safety	\$97.20		
18503	08/10/2012	Open			Accounts Payable	Frank Sedlacek	\$23.35		
18504	08/10/2012	Open			Accounts Payable	Freeman Fence, Inc.	\$10,000.00		
18505	08/10/2012	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$140.28		
18506	08/10/2012	Open			Accounts Payable	G.W.Berkheimer Co.,Inc.	\$334.00		
18507	08/10/2012	Open			Accounts Payable	Gabriel Sales	\$119.76		
18508	08/10/2012	Open			Accounts Payable	GALE	\$203.16		
18509	08/10/2012	Open			Accounts Payable	Gaylord Bros, Inc.	\$77.94		
18510	08/10/2012	Open			Accounts Payable	Gene Ha	\$40.00		
18511	08/10/2012	Open			Accounts Payable	Goldstine,Skrodzki,Russian,Nemec & Hoff, LTD.	\$4,788.30		
18512	08/10/2012	Open			Accounts Payable	Grainger	\$29.02		
18513	08/10/2012	Open			Accounts Payable	Greater Illinois Title	\$3,140.00		
18514	08/10/2012	Open			Accounts Payable	Grey House Publishing	\$148.50		
18515	08/10/2012	Open			Accounts Payable	Gurtner Plumbing, Inc.	\$8,482.00		
18516	08/10/2012	Open			Accounts Payable	H-O-H Chemicals, Inc.	\$550.00		
18517	08/10/2012	Open			Accounts Payable	Haiges Machinery, Inc.	\$208.84		
18518	08/10/2012	Open			Accounts Payable	Halogen Supply Company, Inc.	\$4,775.67		
18519	08/10/2012	Open			Accounts Payable	HD Supply Waterworks, LTD	\$6,228.48		
18520	08/10/2012	Open			Accounts Payable	Health Care Service Corporation	\$637,213.96		
18521	08/10/2012	Open			Accounts Payable	High PSI, LTD	\$327.78		
18522	08/10/2012	Open			Accounts Payable	Hinckley Springs	\$30.42		
18523	08/10/2012	Open			Accounts Payable	Holiday Camera, Inc.	\$45.00		
18524	08/10/2012	Open			Accounts Payable	Home Depot Credit Services	\$222.82		
18525	08/10/2012	Open			Accounts Payable	Illinois Department of Employment Security	\$7,677.00		
18526	08/10/2012	Open			Accounts Payable	Illinois Fire Service Administrative Professionals	\$35.00		
18527	08/10/2012	Open			Accounts Payable	Illinois Paper & Copier Company	\$140.00		
18528	08/10/2012	Open			Accounts Payable	Industrial Organizational Solutions, Inc.	\$2,070.00		

# Payment Register

From Payment Date: 8/10/2011 - To Payment Date: 8/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18529	08/10/2012	Open			Accounts Payable	Infinity Sign & Graphics	\$272.98		
18530	08/10/2012	Open			Accounts Payable	Ingram Library Services	\$2,601.03		
18531	08/10/2012	Open			Accounts Payable	International Institute of Municipal Clerks	\$250.00		
18532	08/10/2012	Open			Accounts Payable	J & L Uniforms	\$98.94		
18533	08/10/2012	Open			Accounts Payable	J. G. Uniforms, Inc.	\$22,035.00		
18534	08/10/2012	Open			Accounts Payable	J. Sterling Morton High School	\$5,000.00		
18535	08/10/2012	Open			Accounts Payable	Jack's Rental, Inc.	\$4,280.55		
18536	08/10/2012	Open			Accounts Payable	Jack's Rental, Inc.	\$1,896.58		
18537	08/10/2012	Open			Accounts Payable	Jack's Rental, Inc.	\$11.99		
18538	08/10/2012	Open			Accounts Payable	Jack's Rental, Inc.	\$426.25		
18539	08/10/2012	Open			Accounts Payable	James Frank	\$65.95		
18540	08/10/2012	Open			Accounts Payable	James R. Acanfora	\$396.00		
18541	08/10/2012	Open			Accounts Payable	James Wojnarowski	\$71.25		
18542	08/10/2012	Open			Accounts Payable	Janice Keen	\$40.00		
18543	08/10/2012	Open			Accounts Payable	Javier Mandujano	\$1,475.00		
18544	08/10/2012	Open			Accounts Payable	JNC Consulting, Inc.	\$3,300.00		
18545	08/10/2012	Open			Accounts Payable	John E. Reid and Associates, Inc.	\$500.00		
18546	08/10/2012	Open			Accounts Payable	John Tarullo	\$3,740.00		
18547	08/10/2012	Open			Accounts Payable	John Wysocki	\$63.39		
18548	08/10/2012	Open			Accounts Payable	Jonathon Kunz & Associates	\$6,000.00		
18549	08/10/2012	Open			Accounts Payable	Joseph Renholds	\$19.43		
18550	08/10/2012	Open			Accounts Payable	Juan, Cheryl & Margarita Vergara	\$1,475.00		
18551	08/10/2012	Open			Accounts Payable	Judy Pavel	\$42.78		
18552	08/10/2012	Open			Accounts Payable	K's Quality Construction, Inc.	\$2,689.00		
18553	08/10/2012	Open			Accounts Payable	Key Government Finance, Inc.	\$24,820.71		
18554	08/10/2012	Open			Accounts Payable	KEYper Systems	\$402.85		
18555	08/10/2012	Open			Accounts Payable	Kus Stanislaw	\$70.05		
18556	08/10/2012	Open			Accounts Payable	L - K Fire Extinguisher Service	\$114.45		
18557	08/10/2012	Open			Accounts Payable	Lakeshore Plumbing, Inc.	\$10,000.00		
18558	08/10/2012	Open			Accounts Payable	Lakeview Bus Lines, Inc.	\$3,820.00		
18559	08/10/2012	Open			Accounts Payable	Lanzillotti, Gribben & Marchuk	\$2,211.00		
18560	08/10/2012	Open			Accounts Payable	Lawndale News	\$790.80		
18561	08/10/2012	Open			Accounts Payable	Lori Thielen	\$200.00		
18562	08/10/2012	Open			Accounts Payable	Lyons Electric Company	\$189,400.98		
18563	08/10/2012	Open			Accounts Payable	Lyons Tree Service, Inc.	\$17,430.00		
18564	08/10/2012	Open			Accounts Payable	M. K. Sports	\$3,990.00		
18565	08/10/2012	Open			Accounts Payable	MacNeal Phy Group [OCCMED]	\$80.00		
18566	08/10/2012	Open			Accounts Payable	Magdalena Avila	\$1,475.00		
18567	08/10/2012	Open			Accounts Payable	Margaret Hogan	\$62.21		
18568	08/10/2012	Open			Accounts Payable	Maria I. Nieves	\$40.00		
18569	08/10/2012	Open			Accounts Payable	Maria Rosol	\$23.35		
18570	08/10/2012	Open			Accounts Payable	Maricela N. Leon	\$150.00		
18571	08/10/2012	Open			Accounts Payable	Martin-Aire Heating & Cooling, Inc.	\$24,850.00		
18572	08/10/2012	Open			Accounts Payable	Mary Baratta	\$42.78		
18573	08/10/2012	Open			Accounts Payable	Mary Noriega	\$40.00		
18574	08/10/2012	Open			Accounts Payable	McCann industries, Inc.	\$924.61		
18575	08/10/2012	Open			Accounts Payable	McDonald Modular Solutions, Inc.	\$285.00		
18576	08/10/2012	Open			Accounts Payable	McDonough Mechanical Services, Inc.	\$1,702.42		
18577	08/10/2012	Open			Accounts Payable	McGuire's II, LLC	\$150.00		



# Payment Register

From Payment Date: 8/10/2011 - To Payment Date: 8/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18578	08/10/2012	Open			Accounts Payable	McMaster-Carr Supply, Inc.	\$841.01		
18579	08/10/2012	Open			Accounts Payable	Medical Reimbursement Services, Inc.	\$5,340.00		
18580	08/10/2012	Open			Accounts Payable	Menards	\$64.86		
18581	08/10/2012	Open			Accounts Payable	Metro Power, Inc.	\$2,100.00		
18582	08/10/2012	Open			Accounts Payable	Michael Fellows	\$1,274.53		
18583	08/10/2012	Open			Accounts Payable	Michele Sowa	\$460.00		
18584	08/10/2012	Open			Accounts Payable	Micro Marketing, LLC	\$384.52		
18585	08/10/2012	Open			Accounts Payable	Midway Building	\$2,008.00		
18586	08/10/2012	Open			Accounts Payable	Midwest Tape	\$544.72		
18587	08/10/2012	Open			Accounts Payable	Mike & Sons	\$6,957.40		
18588	08/10/2012	Open			Accounts Payable	Miriam Lisbeth Almaraz	\$1,475.00		
18589	08/10/2012	Open			Accounts Payable	MRA	\$14,714.00		
18590	08/10/2012	Open			Accounts Payable	MTS Safety Products, Inc.	\$1,672.52		
18591	08/10/2012	Open			Accounts Payable	Municipal Clerks of Illinois	\$105.00		
18592	08/10/2012	Open			Accounts Payable	Municipal Clerks of SW Suburbs	\$40.00		
18593	08/10/2012	Open			Accounts Payable	NAEIR	\$42.00		
18594	08/10/2012	Open			Accounts Payable	Nanette Ambriz	\$1,475.00		
18595	08/10/2012	Open			Accounts Payable	Nextel Communications	\$627.73		
18596	08/10/2012	Open			Accounts Payable	Nicor Gas	\$109.89		
18597	08/10/2012	Open			Accounts Payable	Nora Laureto	\$831.28		
18598	08/10/2012	Open			Accounts Payable	North Berwyn Park District	\$30,000.00		
18599	08/10/2012	Open			Accounts Payable	North Riverside Public Library	\$144.00		
18600	08/10/2012	Open			Accounts Payable	O'Dea Entertainment	\$275.00		
18601	08/10/2012	Open			Accounts Payable	Odelson & Sterk, LTD	\$31,386.71		
18602	08/10/2012	Open			Accounts Payable	Office Depot	\$138.45		
18603	08/10/2012	Open			Accounts Payable	Office Equipment Sales	\$790.69		
18604	08/10/2012	Open			Accounts Payable	Ogden Top & Trim Shop	\$620.00		
18605	08/10/2012	Open			Accounts Payable	Oldies.com	\$188.12		
18606	08/10/2012	Open			Accounts Payable	Orlando Diaz	\$3,760.00		
18607	08/10/2012	Open			Accounts Payable	PACE Vanpool	\$400.00		
18608	08/10/2012	Open			Accounts Payable	Pamela Bollnow	\$34.50		
18609	08/10/2012	Open			Accounts Payable	Paraclete Press, Inc.	\$105.43		
18610	08/10/2012	Open			Accounts Payable	Patrick N. Murray	\$2,275.00		
18611	08/10/2012	Open			Accounts Payable	PBS Distribution, LLC	\$155.83		
18612	08/10/2012	Open			Accounts Payable	Personalized Awards	\$16.50		
18613	08/10/2012	Open			Accounts Payable	Pills News	\$12.00		
18614	08/10/2012	Open			Accounts Payable	PR Newswire Association, LLC	\$643.50		
18615	08/10/2012	Open			Accounts Payable	Professional Pest Control, Inc.	\$65.00		
18616	08/10/2012	Open			Accounts Payable	R.A. James Construction	\$2,180.00		
18617	08/10/2012	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$153.50		
18618	08/10/2012	Open			Accounts Payable	Raymond Paradee	\$46.70		
18619	08/10/2012	Open			Accounts Payable	Richard Janda	\$19.43		
18620	08/10/2012	Open			Accounts Payable	Robert Bloch	\$23.35		
18621	08/10/2012	Open			Accounts Payable	Robert Churchill	\$44.46		
18622	08/10/2012	Open			Accounts Payable	Robert E. Dwan	\$211.92		
18623	08/10/2012	Open			Accounts Payable	Robert J. Lovero	\$202.37		
18624	08/10/2012	Open			Accounts Payable	Robert R. Andreas & Sons	\$1,216.10		
18625	08/10/2012	Open			Accounts Payable	Roscoe Company	\$1,790.82		
18626	08/10/2012	Open			Accounts Payable	Rose Productions	\$350.00		

# Payment Register

From Payment Date: 8/10/2011 - To Payment Date: 8/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18627	08/10/2012	Open			Accounts Payable	Ruth Hokecek	\$66.13		
18628	08/10/2012	Open			Accounts Payable	Ruth Volbre	\$23.99		
18629	08/10/2012	Open			Accounts Payable	S. Jantelezio Insurance Company	\$30.00		
18630	08/10/2012	Open			Accounts Payable	Safeguard Business Systems	\$562.89		
18631	08/10/2012	Open			Accounts Payable	Sam's Club / GECRB	\$106.21		
18632	08/10/2012	Open			Accounts Payable	Sam's Club / GECRB	\$182.67		
18633	08/10/2012	Open			Accounts Payable	Sam's Club / GECRB	\$1,279.09		
18634	08/10/2012	Open			Accounts Payable	Sam's Club / GECRB	\$261.36		
18635	08/10/2012	Open			Accounts Payable	Samuel Lozada	\$250.00		
18636	08/10/2012	Open			Accounts Payable	Santo Sport Store	\$653.40		
18637	08/10/2012	Open			Accounts Payable	Sarah's Inn	\$3,094.00		
18638	08/10/2012	Open			Accounts Payable	Scot Decal Company, Inc.	\$8,625.00		
18639	08/10/2012	Open			Accounts Payable	Secretary of State	\$10.00		
18640	08/10/2012	Open			Accounts Payable	Shark Shredding, Inc.	\$730.30		
18641	08/10/2012	Open			Accounts Payable	Sherwin Williams	\$1,411.69		
18642	08/10/2012	Open			Accounts Payable	Shoestring Business Marketing	\$625.53		
18643	08/10/2012	Open			Accounts Payable	Snappy Convenience Center #12	\$13.50		
18644	08/10/2012	Open			Accounts Payable	Sound Planning Associates, Inc.	\$751.50		
18645	08/10/2012	Open			Accounts Payable	Sprint	\$471.31		
18646	08/10/2012	Open			Accounts Payable	Standard Equipment Company	\$173.68		
18647	08/10/2012	Open			Accounts Payable	State Industrial Products	\$127.73		
18648	08/10/2012	Open			Accounts Payable	Storino, Ramello & Durkin	\$4,126.40		
18649	08/10/2012	Open			Accounts Payable	Strictly Sewers	\$7,800.00		
18650	08/10/2012	Open			Accounts Payable	Studio R Architecture, Inc.	\$4,233.50		
18651	08/10/2012	Open			Accounts Payable	Suburban Laboratories, Inc.	\$340.00		
18652	08/10/2012	Open			Accounts Payable	Summitt Supply of Colorado	\$1,269.00		
18653	08/10/2012	Open			Accounts Payable	Superior Lamp Inc.	\$401.55		
18654	08/10/2012	Open			Accounts Payable	Susan Slattery	\$70.05		
18655	08/10/2012	Open			Accounts Payable	Swank Motion Picture, Inc.	\$1,576.00		
18656	08/10/2012	Open			Accounts Payable	Tammy R. Clausen	\$83.96		
18657	08/10/2012	Open			Accounts Payable	Tele-Tron Ace Hardware	\$573.54		
18658	08/10/2012	Open			Accounts Payable	Tele-Tron Ace Hardware	\$981.22		
18659	08/10/2012	Open			Accounts Payable	Tele-Tron Ace Hardware	\$227.88		
18660	08/10/2012	Open			Accounts Payable	The Sign Edge	\$30.00		
18661	08/10/2012	Open			Accounts Payable	Theresa Crowley	\$11.59		
18662	08/10/2012	Open			Accounts Payable	Thomas Hayes	\$10.91		
18663	08/10/2012	Open			Accounts Payable	Thomas J. Pavlik	\$231.79		
18664	08/10/2012	Open			Accounts Payable	Titan Outdoor, LLC	\$1,216.00		
18665	08/10/2012	Open			Accounts Payable	Total Parking Solutions, Inc.	\$1,920.00		
18666	08/10/2012	Open			Accounts Payable	Triple M Mechanical, Inc.	\$2,405.50		
18667	08/10/2012	Open			Accounts Payable	U.S. Cellular	\$325.47		
18668	08/10/2012	Open			Accounts Payable	U.S. Postmaster	\$1,427.00		
18669	08/10/2012	Open			Accounts Payable	Uline	\$82.90		
18670	08/10/2012	Open			Accounts Payable	University of Il at Urbana-Champaign	\$400.00		
18671	08/10/2012	Open			Accounts Payable	Upstart, Inc.	\$57.00		
18672	08/10/2012	Open			Accounts Payable	US Gas	\$304.80		
18673	08/10/2012	Open			Accounts Payable	VCA Berwyn Animal Hospital	\$160.57		
18674	08/10/2012	Open			Accounts Payable	Vermeer - Illinois, Inc.	\$792.34		
18675	08/10/2012	Open			Accounts Payable	Walgreens Company	\$64.70		
18676	08/10/2012	Open			Accounts Payable	West Payment Center	\$28.00		

# Payment Register

From Payment Date: 8/10/2011 - To Payment Date: 8/10/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
18677	08/10/2012	Open			Accounts Payable	WESTAF	\$1,250.00			
18678	08/10/2012	Open			Accounts Payable	William Pack	\$300.00			
18679	08/10/2012	Open			Accounts Payable	Willowbrook Ford / Kia	\$80,000.00			
18680	08/10/2012	Open			Accounts Payable	Youth Crossroads	\$5,367.86			
18681	08/10/2012	Open			Accounts Payable	Zee Medical, Inc.	\$15.85			
Type Check Totals:										
01 - General Cash Totals								\$2,374,264.65		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	292	\$2,374,264.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	292	\$2,374,264.65	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	292	\$2,374,264.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	292	\$2,374,264.65	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	292	\$2,374,264.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	292	\$2,374,264.65	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	292	\$2,374,264.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	292	\$2,374,264.65	\$0.00

Robert J. Lovero  
Mayor



Charles D. Lazzara  
Building Director

K-3

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

August 7, 2012

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 July, 2012 along with a copy of Permit Statistics for this same period.

Respectfully,



Charles D. Lazzara, Director  
Building Department

CDL:cr  
encs.

# Report Of Building Permits Issued By The City Of Berwyn

Tuesday, August 07, 2012

Between: 7/1/2012 And 7/31/2012

Name and Address	Issued	Permit No.	Cost Of Improvements	Cost Of Permit
Pamela Powell 1617 S. East Avenue	7/10/2012	Bldg-B 7692-0	\$28,000.00	\$650.00
Vincent & Elizabeth Rigg 2339 S. Elmwood Avenue	7/11/2012	Bldg-B 7693-0	\$4,500.00	\$130.00
Frank Balzano 3226 S. Wenonah Avenue	7/12/2012	Gar-B 7694-0	\$40,000.00	\$748.00
Richard Vargas 2537 S. Grove Avenue	7/13/2012	Gar-B 7695-0	\$11,000.00	\$330.00
Vintage 1, LLC 6530 W. 28th Street	7/17/2012	Gar-B 7696-0	\$9,500.00	\$280.00
J>E.H. & J.E.H., LLC 2405 S. Euclid Avenue	7/25/2012	Bldg-B 7697-0	\$22,400.00	\$985.00
R. Mendez & A. Barraza 1617 S. Cuyler Avenue	7/19/2012	Gar-B 7698-0	\$17,539.00	\$305.00
Alice Klecan 3731 S. Kenilworth Avenue	7/25/2012	HVAC-B 7699-0	\$5,913.00	\$240.00
Wilson Vega & Ruth Velez 2514 S. Scoville Avenue	7/27/2012	Bldg-B 7700-0	\$30,800.00	\$905.00
City of Berwyn 2240 S. Highland Avenue	7/27/2012	HVAC-B 7701-0	\$5,380.00	\$130.00
Benito Eloisa 1841 S. Elmwood Avenue	7/30/2012	Gar-B 7702-0	\$400.00	\$100.00
DNV Home Buyers, LLC 2714 S. Wesley Avenue	7/10/2012	Bldg-R 7596-4	\$0.00	\$65.00
Carl Knackstedt 3420 S. Lombard Avenue	7/25/2012	Bldg-R 7653-1		\$65.00
L.A. Development 1504 S. Wesley Avenue	7/27/2012	Bldg-R 7668-3	\$0.00	\$150.00
<b>14 Building Permits Issued During Period</b>	<b>Totals . . . . .</b>		<b><u>\$175,432.00</u></b>	<b><u>\$5,083.00</u></b>

# Permits Issued By The Building Department

Monday, August 06, 2012

Between: 7/1/2012 And 7/31/2012

	<b>Permits Issued:</b>	<b>1</b>	<b>Cost of Improvements:</b>	<b>\$0.00</b>
<u>Building</u>	<b>Permits Issued:</b>	<b>8</b>	<b>Cost of Improvements:</b>	<b>\$85,700.00</b>
<u>Dumpster</u>	<b>Permits Issued:</b>	<b>9</b>	<b>Cost of Improvements:</b>	<b>\$540.00</b>
<u>Electrical</u>	<b>Permits Issued:</b>	<b>31</b>	<b>Cost of Improvements:</b>	<b>\$21,528.56</b>
<u>Fence</u>	<b>Permits Issued:</b>	<b>18</b>	<b>Cost of Improvements:</b>	<b>\$34,160.00</b>
<u>Garage</u>	<b>Permits Issued:</b>	<b>5</b>	<b>Cost of Improvements:</b>	<b>\$78,439.00</b>
<u>HVAC</u>	<b>Permits Issued:</b>	<b>20</b>	<b>Cost of Improvements:</b>	<b>\$85,454.00</b>
<u>Local Improvement</u>	<b>Permits Issued:</b>	<b>150</b>	<b>Cost of Improvements:</b>	<b>\$1,530,687.84</b>
<u>Plumbing</u>	<b>Permits Issued:</b>	<b>38</b>	<b>Cost of Improvements:</b>	<b>\$101,000.00</b>
<u>Roofing</u>	<b>Permits Issued:</b>	<b>38</b>	<b>Cost of Improvements:</b>	<b>\$204,830.00</b>
<u>Sign</u>	<b>Permits Issued:</b>	<b>6</b>	<b>Cost of Improvements:</b>	<b>\$10,750.00</b>
	<b>Total Permits:</b>	<b><u>324</u></b>	<b>Total Improvements:</b>	<b><u>\$2,153,089.40</u></b>

## Fees Collected

Building Final	\$3,105.00
Local Improvement Permit	\$23,835.00
Electrical Fees	\$555.00

# Permits Issued By The Building Department

Monday, August 06, 2012

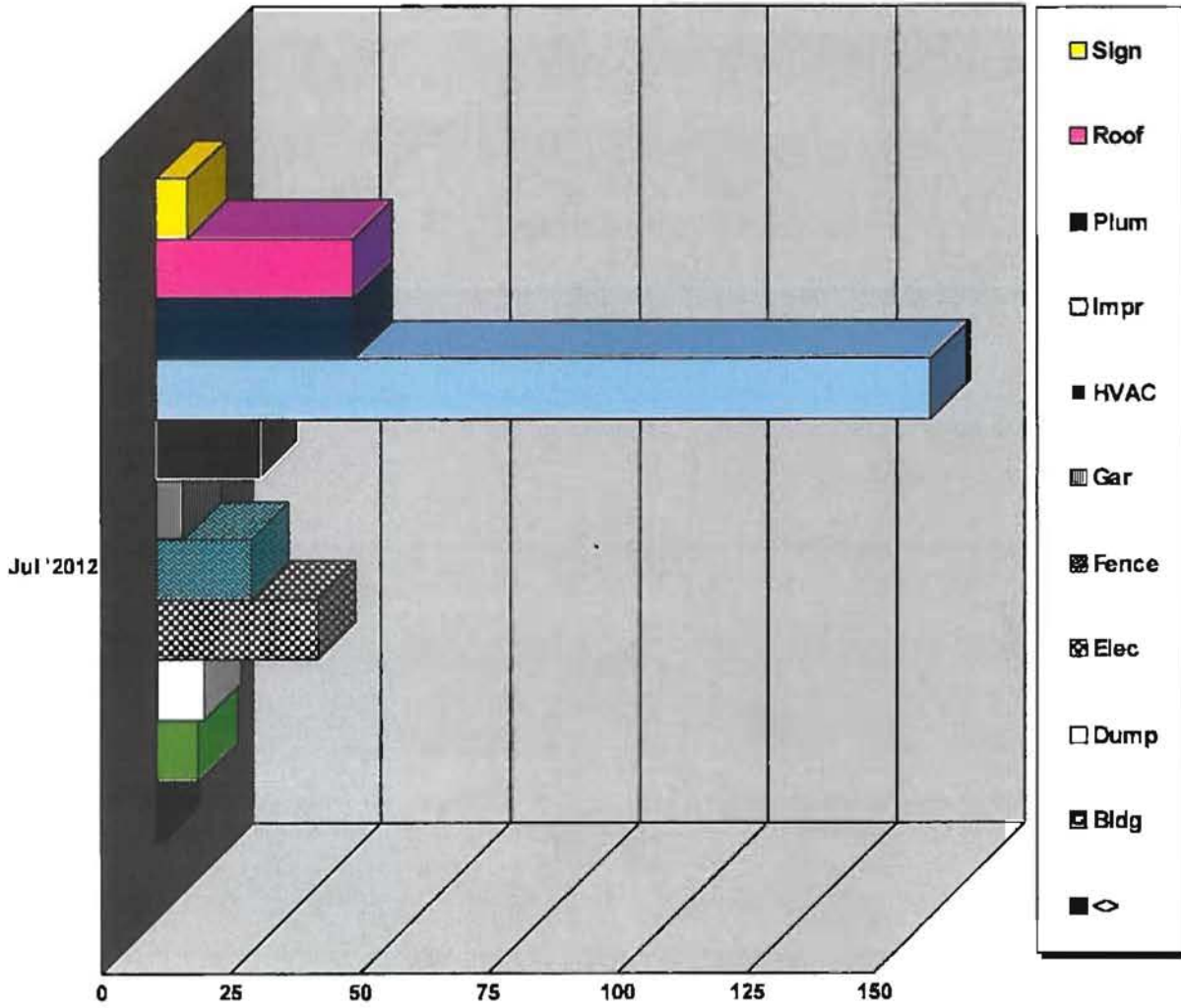
Between: 7/1/2012 And 7/31/2012

Electric (Underground)	\$100.00
Electrical Service	\$200.00
Electrical Inspection	\$6,100.00
Signs	\$475.00
Footing Inspection	\$65.00
Framing Inspection	\$1,645.00
Inspection	\$4,975.00
Fence Fees	\$545.00
Plumbing Fees	\$1,455.00
Plumbing Inspection	\$4,100.00
Plumbing Inspection (Underground)	\$1,000.00
Post Hole Inspection	\$1,230.00
HVAC Permit	\$2,600.00
HVAC Inspection	\$2,790.00
Service Charge	\$2,803.17
Insulation/Fire Stopping Inspection	\$520.00
New Water Meter	\$950.00
Tap Fee	\$2,000.00
Demolition Fees	\$25.00
Dumpster	\$1,000.00
Parkway Use	\$100.00
Parkway Inspection	\$100.00
Pre-Pour Inspection	\$1,750.00
Stack Test	\$500.00
Sidewalk Opening	\$150.00
Street Opening	\$75.00
Fine - Working Without Permit	\$2,000.00
Fine - (Misc)	\$50.00
Roof Covering Fees	\$3,480.00
Garage Permit	\$550.00
Gas Pressure	\$50.00
Fire Department	\$600.00
Health Department	\$100.00
Miscellaneous Fees	\$33.00
Plan Review Fee - w/Permits	\$2,710.00
<b>Total Fees Collected . . . . .</b>	<b>\$74,321.17</b>

# Permits Issued

Tuesday, August 7, 2012 11:41 AM

For Period Beginning 7/1/2012 And Ending 7/31/2012



### Permit Detail

2012	July		1
2012	July	Bldg	8
2012	July	Dump	9
2012	July	Elec	31
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	6

324

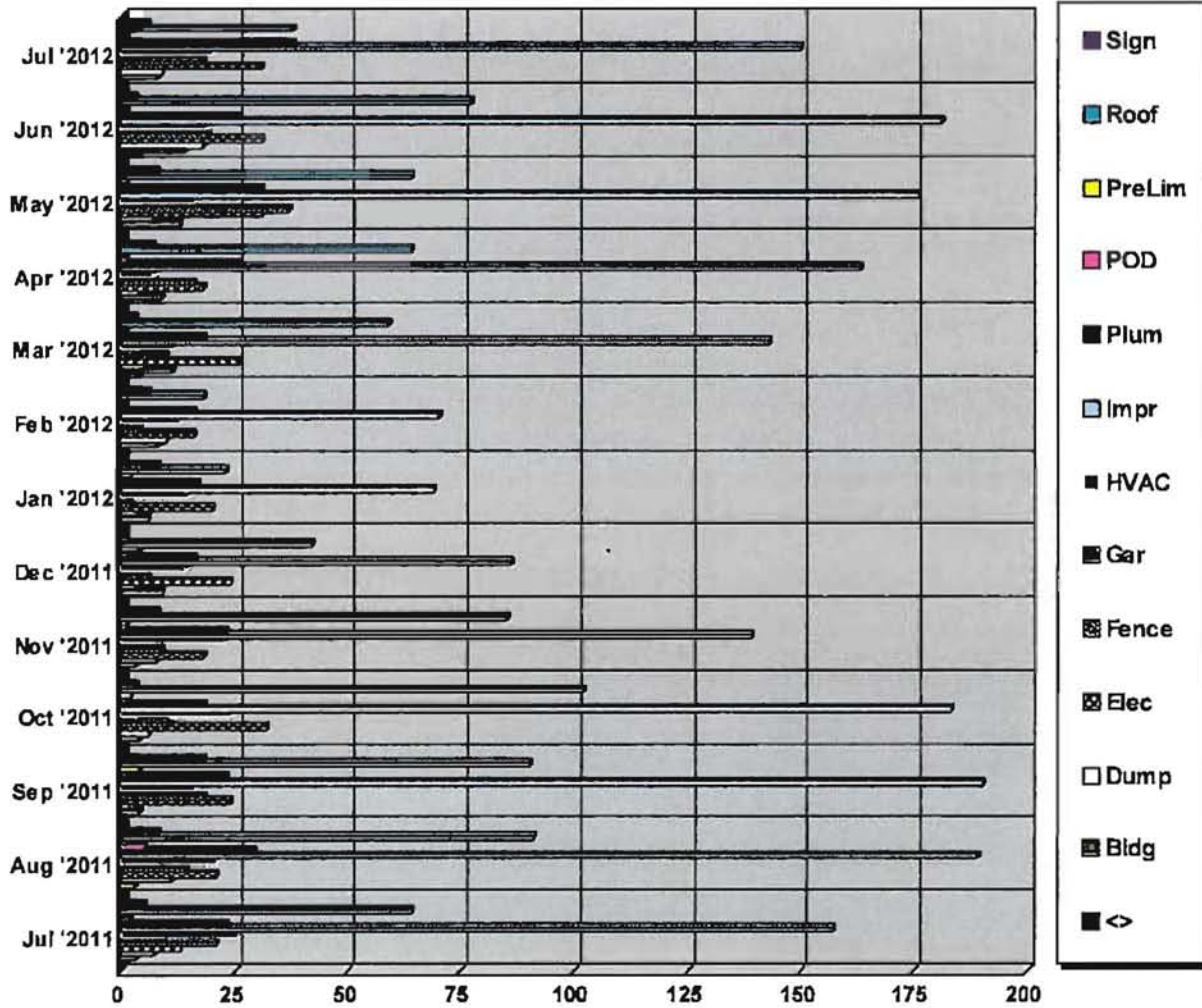
**Total Permits Issued 324**



# Permits Issued

Tuesday, August 7, 2012 11:41 AM

For Period Beginning 7/1/2011 And Ending 7/31/2012



## Permit Detail

2012	July		1
2012	July	Bldg	8
2012	July	Dump	9
2012	July	Elec	31
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	6

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	26
2012	June	Roof	77
2012	June	Sign	3

392

2012	May		1
2012	May	Bldg	13
2012	May	Dump	7
2012	May	Elec	31
2012	May	Fence	37
2012	May	Gar	5
2012	May	HVAC	18
2012	May	Impr	176
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	26
2012	April	POD	1
2012	April	Roof	64
2012	April	Sign	7

318

Permit Detail

2012	March	Bldg	11
2012	March	Dump	5
2012	March	Elec	26
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

2012	February	Bldg	8
2012	February	Dump	10
2012	February	Elec	16
2012	February	Fence	4
2012	February	Gar	4
2012	February	HVAC	13
2012	February	Impr	70
2012	February	Plum	16
2012	February	Roof	18
2012	February	Sign	6

185

2012	January	Bldg	6
2012	January	Dump	4
2012	January	Elec	20
2012	January	Fence	2
2012	January	Gar	1
2012	January	HVAC	15
2012	January	Impr	89
2012	January	Plum	17
2012	January	PreLim	2
2012	January	Roof	23
2012	January	Sign	8

167

2011	December	Bldg	9
2011	December	Dump	3
2011	December	Elec	24
2011	December	Fence	6
2011	December	Gar	6
2011	December	HVAC	14
2011	December	Impr	86
2011	December	Plum	16
2011	December	POD	1
2011	December	PreLim	4
2011	December	Roof	42
2011	December	Sign	1

212

2011	November		1
2011	November	Bldg	3
2011	November	Dump	8
2011	November	Elec	18
2011	November	Fence	9
2011	November	Gar	8
2011	November	HVAC	23
2011	November	Impr	139
2011	November	Plum	23
2011	November	POD	1
2011	November	PreLim	1
2011	November	Roof	85
2011	November	Sign	8

327

2011	October	Bldg	4
2011	October	Dump	8
2011	October	Elec	32
2011	October	Fence	10
2011	October	Gar	4
2011	October	HVAC	24
2011	October	Impr	183
2011	October	Plum	18
2011	October	POD	1
2011	October	PreLim	2
2011	October	Roof	102
2011	October	Sign	3

389

2011	September	Bldg	4
2011	September	Dump	3
2011	September	Elec	24
2011	September	Fence	18
2011	September	Gar	1
2011	September	HVAC	16
2011	September	Impr	190
2011	September	Plum	23
2011	September	POD	1
2011	September	PreLim	4
2011	September	Roof	90
2011	September	Sign	18

392

2011	August		1
2011	August	Bldg	3
2011	August	Dump	11
2011	August	Elec	21
2011	August	Fence	14
2011	August	Gar	9
2011	August	HVAC	21
2011	August	Impr	189
2011	August	Plum	29
2011	August	POD	5
2011	August	PreLim	1
2011	August	Roof	91
2011	August	Sign	8

403

2011	July	Bldg	3
2011	July	Dump	7
2011	July	Elec	13
2011	July	Fence	21
2011	July	Gar	9
2011	July	HVAC	26
2011	July	Impr	157
2011	July	Plum	23
2011	July	POD	2
2011	July	Roof	84
2011	July	Sign	5

330

*Permit Detail*

**Total Permits Issued**      **4099**

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

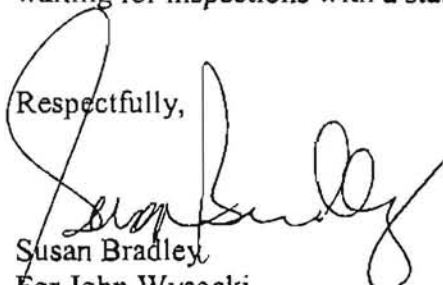
August 8, 2012

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

Dear Mayor and Council Members:

Attached please find a list of business licenses which were issued by the Collection and Licensing Department for the months of June and July, 2012. 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,

  
Susan Bradley  
For John Wysocki  
Finance Director

**BERWYN BUSINESSES - LICENSED IN JUNE and JULY, 2012 (STOREFRONTS)**

<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>
Papa Johns	6628 W. Cermak Road	RUP, Inc., Pritesh Patel, Owner	Restaurant (708) 484-1999 (June, 2012)
Reel Art, Inc.	6727 W. Stanely Avenue	Cory Glaberson	Memorabilia (708) 288-7378 (July, 2012)
Perez Health, Inc.	2215 S. Oak Park Avenue	Perez Health, Inc.	Medical Office (708) 788-0101 (July, 2012)

**BERWYN BUSINESSES - LICENSED IN JUNE and JULY, 2012 ( PHONE USE ONLY)**

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
No June, 2012 Phone Use			
Dirty Deeds Environmental Services, LLC	3240 S. Highland Avenue	Same as Business Name	Contractor (Environmental) (July, 2012)
Saucedo's Towing Serv	1300 S. Cuyler Avenue	Ramiro Saucedo	Towing Service (July, 2012)
A & N Expert Bldg Maint	1615 S. Wenonah Avenue	Nilsa Sanchez	Contractor (General) (July, 2012)

**BUSINESS LICENSES ISSUED FOR JUNE, 2012  
OUT OF TOWN CONTRACTORS**

Page 1

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
Battaglia Industries	406 Cam pus, Arlington Hgts	Battaglia Industries, Inc.	Contractor (Electrical)
JVR Electrical	2302 Blue Island, Chicago	Javies Garcia	Contractor (Electrical)
Side Kick Property Finder	7404 59th, Summit	Juan & Alida Saucedo	Contractor (General)
A Advance Heating & Air	111 Washington, Westmont	A Advance Heating & Air, Inc.	Contractor (HVAC)
Bob Lewis Roofing	8312 Jolies Road, McCook	Bob Lewis Roofing, LLC	Contractor (Roofing)
Davis Roofing & Constr.	126 Wing, Arlington Hgts	Davis Roofing & Construction	Contractor (Roofing)

**BUSINESS LICENSES ISSUED FOR JULY, 2012**  
**OUT OF TOWN CONTRACTORS**

Page 2

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>CORP. NAME OR OWNERS NAME</u></b>	<b><u>COMMENTS</u></b>
FCC Corporation	15941 Harlem, Tinley Park	FCC Corporation	Contractor (Cement)
ANG Electric	1901 Grove, Cary	Angela Mesi	Contractor (Electrical)
Baltic Pro Electric	1511 GolfView, Glendale Hgts	Baltic Pro Electric	Contractor (Electrical)
Fire Pros, Inc.	2710 Northridge, Grand Rapids, MI	Fire Pros, Inc.	Contractor (Fire Sprinkler)
Aspen General Contr	1509 Raymond, LaGrange Park	Aspen Genral Contractors, Inc.	Contractor (General)
A to Z Mobility and Medical Equipment	2043 US Rt 34, Leland	Same as business name	Contractor (Handicap Lift Installer)
Heatmasters, LLC	5540 Lawrence, Chicago	Heatmasters, LLC	Contractor (HVAC)
All Steel Iron Works	4920 Central, Forest View	All Steel Iron Works, Inc.	Contractor, Iron Works-Structural)
Northwest Asphalt	28W059 Commerical, Lake Barrington	Northwest Asphalt, Inc.	Contractor (Paving)
Copperhead Plumbing	414 First, Peotone	Daniel H. Flynn	Contractor (Plumbing)
Clearing Construction	5400 Lorel, Chicago	Clearing Construction, Inc.	Contractor (Roofing)
PirTano Construction	1766 Armitage, Addison	PirTano Construction Co., Inc.	Contractor (Underground Utility)
Earls Building Supply	1315 Cedar, Gladwin, MI	Earls Building Supply	Contractor (Window & Door)



***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> 6401 W. 34th Street	Berwyn IL 60402	7/8/2010	(708)	12365
<b>Total Businesses . . . . .</b>				<b>1</b>

***Application Pending***

<b>Business 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>Lagniappe, LLC</i>			(312) 651-2037	11541
2905 S. Ridgeland Avenue	Berwyn IL 60402	7/8/2010		
<b>Total Businesses . . . . .</b>				<b>2</b>

***Inspections Pending***

<b>Business Name</b>	<b>Address</b>	<b>Last Update</b>	<b>Phone</b>	<b>ID #</b>
<b><i>Berwyn Liquidators</i></b> 6609 W. Stanley Ave. Berwyn	IL 60402	2/21/2012	(708) 355-0790	13036
<b><i>Bride's Palace Inc.</i></b> 6907 W. Cermak Rd. Berwyn	IL 60402	4/13/2012	(708) 637-5138	13162
<b><i>Collisiion Centers of America Inc.</i></b> 6305 W. Ogden Ave. Berwyn	IL 60402	8/8/2012	(708) 788-5944	13389
<b><i>Enterprise Rent -a- Car</i></b> 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> 3244 S. OakPark Avenue Berwyn	IL 60402	2/1/2012		13011
<b><i>Freedom Foot Clinics</i></b> 6842 W. Cermak Rd. Berwyn	IL 60402	7/24/2012	(708) 484-3599	13352
<b><i>Juan Ocampo d.b.a. Quality Auto Service</i></b> 6619 W. Cermak Rd. Berwyn	IL 60402	7/5/2012	(708) 749-7449	13304
<b><i>K ' Natural Inc.</i></b> 6610 W. Cermak Rd. Berwyn	IL 60402	6/9/2011	(708) 788-7900	12533
<b><i>Milly 's Beauty Salon</i></b> 6909 W. Cermak Rd. Berwyn	IL 60402	4/26/2012	(708) 484-9424	13191
<b><i>Munoz Medical Center LLC</i></b> 3100 South Oak Park Avenue Berwyn	IL 60402	8/22/2011	(708) 484-2600	12702
<b><i>Pav Realtors</i></b> 6308 W. Cermak Road Berwyn	IL 60402	4/1/2011	(708) 795-7100	10965
<b><i>Release Dance Productions</i></b> 6803 W. Roosevelt Rd. Berwyn	IL 60402	7/10/2012	(708) 513-5662	13331
<b><i>Roosevelt Bar Inc.</i></b> 7005 W. Roosevelt Road. Berwyn	IL 60402	11/1/2011	(708) 393-2596	12725
<b><i>Taqueria El Palenque Inc.</i></b> 1547 S. Oak Park Ave. Berwyn	IL 60402	2/23/2012		13049
<b><i>Union Arms Company</i></b> 6340 W. 26th Street Berwyn	IL 60402	8/30/2010	(708) 646-5605	12366
<b>Total Businesses . . . . .</b>				<b>15</b>

K-5

**Robert J. Lovero**  
Mayor



**A Century of Progress with Pride**

CITY OF BERWYN  
CLERK'S OFFICE

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2875  
www.berwyn-il.gov

2012 AUG -6 AM: 27

**THOMAS J. PAVLIK**  
CITY CLERK

Date: June 22, 2012

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 31000 block of Cuyler Ave

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 31000 block  
or Cuyler Ave.

The residents request permission to hold the event on Aug 18, 2012

With a rain date of Aug 25, 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Esperanza Juarez

Contact person is:

Alexander & Esperanza Juarez

Address is:

\_\_\_\_\_

Phone number is:

\_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 3600 BLOCK OF Cuyler  
 DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Aug. 18 2012  
 BETWEEN THE HOURS OF 8am AND 9pm, OUR RAIN DATE IS August 25 2012  
 ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

✓ 3639 S. Cuyler Ave (Bounce  
 ✓ 3635 S. Cuyler Ave  
 3633 S. Cuyler Ave  
 - 3631 S. Cuyler Ave  
 3627 S. Cuyler Ave  
 3623 S. Cuyler Ave  
 3621 S. Cuyler Ave  
 3617 S. Cuyler Ave  
 3615 S. Cuyler Ave  
 3609 S. Cuyler Ave  
 3603 S. Cuyler Ave  
 3600 S. Cuyler Ave  
 3606 S. Cuyler Ave  
 3643 CUYLER AVE  
 3624 S. CUYLER AVE  
 3608 S. CUYLER AVE  
 3626 Cuyler Ave.  
 3628 S. Cuyler Ave  
 3634 Cuyler ave  
 3636 Cuyler ave.  
 3638 Cuyler Ave.  
 3641 Cuyler Ave

**Robert J. Lovero**  
Mayor



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www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 7/15/12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 3100 block of S. Wenonah Ave.

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 3100 block  
Of S. Wenonah Ave.

The residents request permission to hold the event on Saturday August 25, 2012

With a rain date of Sunday August 26, 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Rita Maniotis

Contact person is: Rita Maniotis

Address is: \_\_\_\_\_

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 3100 BLOCK OF Wenona h Ave.  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Saturday August 25, 2012  
BETWEEN THE HOURS OF 9:00 AM AND 9:00 PM, OUR RAIN DATE IS Sunday Aug 26, 2012  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

S Wenonah.  
K 3114 WENONAH 25<sup>th</sup>  
3105 Wenonah  
3106 Wenonah  
3118 Wenonah  
3144 WENONAH AVE.  
3141 Wenonah Ave  
3133 Wenonah  
3133 Wenonah  
3129 S. WENONAH  
3102 S Wenonah  
3101 Wenonah  
3107 S. Wenonah

**Robert J. Lovero**  
Mayor



K-1

CITY OF BERWYN  
CLERK'S OFFICE

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2012 AUG -6 P 2: 18

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www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 7-23-12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 1200 block of Home Ave.

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 1200 block  
of Home Ave.

The residents request permission to hold the event on August 18, 2012

With a rain date of August 19, 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Anna M. Cirilo

Contact person is: Anna M. Cirilo

Address is: \_\_\_\_\_

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*



WE THE UNDERSIGNED RESIDENTS OF THE 1200 BLOCK OF Home  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Aug. 18, 2012  
BETWEEN THE HOURS OF 12:00 pm AND 9:00 pm, OUR RAIN DATE IS Aug. 19, 2012  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

- 1217 S. Home
- 1221 Home
- 1233 Home
- 1241 Home
- 1237 home
- 1240 Home
- 1236 Home Av
- 1236 Home Av
- 1233 Home Ave
- 1234 S. Home Ave
- 1232 Home Ave
- 1215 Home Ave
- 1220 Home
- 1210 Home Ave
- 1214 Home Ave

**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

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2012 JUL 27 A 10:12

**THOMAS J. PAVLIK**  
CITY CLERK

Date: July 26, 2012

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 2100 block of Cuyler

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 2100 block  
of Cuyler.

The residents request permission to hold the event on Aug. 18, 2012

With a rain date of N/A. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Shelly Diebold

Contact person is: Shelly Diebold

Address is: \_\_\_\_\_

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 2100 BLOCK OF Cuyler

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Cuyler

BETWEEN THE HOURS OF 9:00 AM AND 8pm, OUR RAIN DATE IS N/A

ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

- 2122 Cuyler Ave
- 2105 Cuyler Ave
- 2109 S Cuyler Ave
- 2117 S Cuyler Ave
- 2125 S Cuyler Ave
- 2130 S. CUYLER
- 2126 Cuyler Ave
- 2114 CUYLER
- 2118 Cuyler

K-9

**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

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2012 JUL 31 A 9:12

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 7/31/12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 6900 block of 30<sup>th</sup> Place

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 6900 block  
Of 30<sup>th</sup> Place

The residents request permission to hold the event on August 18, 2012

With a rain date of N/A. We are aware of the ordinance

regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

bitn: Eddy Eloiza

Contact person is: bitn: Eddy Eloiza

Address is: u

Phone number is: \_\_\_\_\_

\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*

1/12

WE THE UNDERSIGNED RESIDENTS OF THE 6900 BLOCK OF 30<sup>th</sup> Place  
 DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 18<sup>th</sup>, 2012  
 BETWEEN THE HOURS OF 10am AND 9pm, OUR RAIN DATE IS N/A  
 ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

- 6952
- 6948
- 6911
- 6903
- 6901
- 6902
- 6902
- 6904
- 6904
- 95ki 6918 W. 30<sup>th</sup> PL.
- 6932 W
- 7 6934 W 30<sup>th</sup> Place
- 6936 30<sup>th</sup> Place
- 6943 30<sup>th</sup> Place
- 120 W 30<sup>th</sup> Place
- 6933 30<sup>th</sup> PL ✓
- 6915 W 30 PL
- 6919 W 30 PL
- 6923 30<sup>th</sup> Place
- 6957 W 30<sup>th</sup> PL
- 6941 W 30<sup>th</sup> PL
- 6949 30<sup>th</sup> PL
- 6955 30<sup>th</sup> PL
- 6950 30<sup>th</sup> Place

202

**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

**A Century of Progress with Pride**

2012 JUL 31 P 3:44

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

**THOMAS J. PAVLIK**  
CITY CLERK

K-10

Date: July 31, 2012

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 1300 block of Wenonah Ave

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 1300 block  
of Wenonah Ave.

The residents request permission to hold the event on September 8th

With a rain date of September 15th. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Michael DelFiacco

Contact person is: Michael + Melissa DelFiacco

Address is: \_\_\_\_\_

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 1300 BLOCK OF Wenonah  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 9-8-2012  
BETWEEN THE HOURS OF 8am AND 9pm, OUR RAIN DATE IS 9/15/12

ALL DEBRIS TO BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

- Del Fiacco 1326 S. Wenonah
- 4 WENONAH
- 1323 Wenonah
- 1313 WENONAH
- 1305 WENONAH AVE
- 1309 Wenonah Ave
- 1312 Wenonah Ave
- 1346 Wenonah
- 1348 WENONAH
- 1316 Wenonah
- 1304 Wenonah Ave
- 1302 WENONAH
- 1311 Wenonah Ave
- 1335 Wenonah Ave
- 1335 WENONAH AVE
- 1339 WENONAH
- 1345 WENONAH
- 1349 WENONAH
- 1314 S WENONAH
- 1318 WENONAH
- 1331 WENONAH AV

**Robert J. Lovero**  
Mayor



K-11

**A Century of Progress with Pride**

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

**THOMAS J. PAVLIK**  
CITY CLERK

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

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 3100-3199 block of Maple

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 3100-3199 block  
of Maple Ave.

The residents request permission to hold the event on Sat. Aug. 18

With a rain date of \_\_\_\_\_. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Jane Cole

Contact person is: Jane Cole

Address is: \_\_\_\_\_

Phone number is: \_\_\_\_\_

\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*



WE THE UNDERSIGNED RESIDENTS OF THE 3100-3199 BLOCK OF Maple Ave  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON SAT - Aug 18  
BETWEEN THE HOURS OF 8 am AND 9 pm . OUR RAIN DATE IS \_\_\_\_\_  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

- 3175 Maple Ave
- 3139 Maple Ave
- 3146 Maple Ave
- 3126 Maple Ave.
- 3116 MAPLE AVE
- 3143 Maple Ave.
- 3129 Maple
- 3142 Maple Ave
- 3109 Maple
- 3118 Maple
- 3101 Maple
- 3116 Maple
- 3112 Maple

**Robert J. Lovero**  
Mayor



**A Century of Progress with Pride**

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www.berwyn-il.gov

CITY OF BERWYN  
CLERK'S OFFICE

2012 AUG -2 A 4:41

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 8-2-12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 2400 block of Clarence Ave

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 2400 block  
of Clarence Ave.

The residents request permission to hold the event on August 18, 2012

With a rain date of August 25, 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Carmen Esteban

Contact person is: Carmen Esteban

Address is: \_\_\_\_\_

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 2400 BLOCK OF Clarence Ave  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON August 18, 2012  
BETWEEN THE HOURS OF 10am AND 9 pm, OUR RAIN DATE IS 8/25  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

- 2429 Clarence
- 2425 Clarence
- 2437 Clarence
- 2405 Clarence
- 2401 S. Clarence
- 2404 S Clarence
- 2404 S Clarence
- 2406 Clarence
- 2420 Clarence
- S. Clarence
- 2424 S. CLARENCE AVE
- 2416 S. CLARENCE
- 2429 CLARENCE
- to S. Clarence
- 2446 S. Clarence Ave
- 2426 S. Clarence Avenue
- 2439 S Clarence Ave
- 2442 Clarence Ave
- 2421 S CLARENCE AVENUE
- 2433 CLARENCE

**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

**A Century of Progress with Pride** 2012 AUG -9 A 9:17

8700 West 28<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: Aug/07/12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 2800 block of Wenonah ave

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 2800 block  
of Wenonah ave

The residents request permission to hold the event on September 8<sup>th</sup>

With a rain date of September 9<sup>th</sup>. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Contact person is: Benjamin Stone

Address is: \_\_\_\_\_

Phone number is: \_\_\_\_\_

\*\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 2800 BLOCK OF Wenonah  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Sept 8  
BETWEEN THE HOURS OF 10 am AND 9 pm, OUR RAIN DATE IS Sept 9  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

ADDRESS

- 2837 Wenonah Ave.
- 2828 S. WENONAH AVE
- 2827 S. WENONAH
- 2847 S. Wenonah
- 2838 Wenonah Ave
- 2822 Wenonah Ave.
- 2812 Wenonah
- 2842 Wenonah Ave
- 2840 Wenonah Ave
- 2830 Wenonah Ave.
- 2835 Wenonah Ave
- 2810 Wenonah Ave
- 2814 Wenonah Ave
- 2816 Wenonah Ave
- 2832 Wenonah Ave
- 2836 Wenonah Ave
- 2821 Wenonah Av.

X-14  
**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

**A Century of Progress with Pride**

6700 West 28<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2680 Fax: (708) 788-4475  
www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 8.8.12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 2600 block of HARVEY AVE

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 2600 block  
Of HARVEY.

The residents request permission to hold the event on Sept 8, 2012

With a rain date of \_\_\_\_\_ We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,  
Susana Molina

Contact person is: Susana Molina

Address is: \_\_\_\_\_

Phone number is: \_\_\_\_\_

\*\*\*PLEASE RETURN 3-4 WEEKS PRIOR TO DATE REQUESTED\*\*\*

WE THE UNDERSIGNED RESIDENTS OF THE 2600 BLOCK OF HARVEY.

DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 9.8.2012.

BETWEEN THE HOURS OF 9 AM AND 9 PM, OUR RAIN DATE IS \_\_\_\_\_

ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

- |          | ADDRESS         |
|----------|-----------------|
|          | 2648 Harvey     |
|          | 2645 Harvey     |
|          | 2637 Harvey     |
|          | 2635 Harvey     |
| LA       | 2627 HARVEY     |
|          | 2615 HARVEY     |
| 7        | 2613 Harvey Ave |
|          | 2618 Harvey     |
| Quinn    | 2620 Harvey     |
| carreira | 2690 - HARVEY   |
| Wendy    | 2430 - HARVEY   |
| 2        | 2632 Harvey     |
|          | 2640 Harvey     |
| Toja     | 2642 Harvey     |
|          | 2629 Harvey     |

K-15

Robert J. Lovero  
Mayor



Rafael Avila  
Seventh Ward Alderman

A Century of Progress with Pride

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

August 3, 2012

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

**RE: 2200 Block of Grove Avenue Rummage Sale**

Dear Mayor and Follow Alderman:

Please be advised that the undersigned residents (petition attached) of the 2200 block of Grove Avenue would like to hold a front yard rummage sale on September 8<sup>th</sup> and 9<sup>th</sup> from 9:00am until 5:00pm. The streets will remain open during the rummage sale.

I am asking for your concurrence in allowing this event to take place.

Please do not hesitate to contact me with any questions that you may have regarding this matter.

Sincerely,

Rafael Avila  
Alderman, 7 Ward







# FIRST CONGREGATIONAL CHURCH

(United Church of Christ)

6500 W. 34th Street • Berwyn, Illinois 60402

Office: 749-0676 • Parsonage: 795-0457

Pastor John R. Clark

July 27th, 2012

Mayor Robert Lovero  
In Care of the City Council  
The City of Berwyn  
6700 West 26th Street  
Berwyn, IL 60402-0701

Dear Mayor Lovero and Berwyn City Council:

The First Congregational Church of Berwyn respectfully requests that the City of Berwyn close Gunderson Avenue between 34th Street and Ogden Ave. on Sunday, August 26th, 2012, between the hours of 9:00 a.m. And 5:00 p.m. The First Congregational Church Of Berwyn plans to hold a Festival in the afternoon of that day to which the public will be invited. Our church has no yard to speak of and Gunderson Avenue was closed off in the past for such an event.

We are still working out the details of this, but we do anticipate that there will be food for sale. We are also in the process of getting the permits from the Berwyn Health Department for this event.

I thank you on behalf of the members of the church for your kind attention to this matter.

Sincerely,

Rev. John R. Clark, Pastor

July 30, 2012

K-17

Tom Pavilik, City Clerk  
City of Berwyn  
6700 W. 26th Street  
Berwyn, IL 60402

Can you believe it's THAT time of year already!? Yes, it's time for the Girl Scouts of Greater Chicago and Northwest Indiana to reach out to the people and communities who make our council what it is today...not only to thank YOU for your past assistance, but to ask you once again for your support as we soar into our 2012--2013 Girl Scout year!

As we continue to celebrate Girl Scouting's 100<sup>th</sup> anniversary, many troops have big plans to earn money to go places and do great things like purchase a wig for a fellow Girl Scout with cancer or supply a community food pantry with much needed items for their shelves. We are also throwing a huge 100<sup>th</sup> party on September 8<sup>th</sup> so come along and join us and meet some of the girls and their leaders who you help by giving us support to our programs! (Just go to [www.gscookieclassic.org](http://www.gscookieclassic.org) for more details!) Hope to see you there!

As you probably are already aware, our Council has two Product Programs per year that we host:

- Our **Fall Product Program** (with order taking starting at the beginning of October 2012/delivery before Thanksgiving) gives our girls the opportunity to earn start-up money for their troops.
- Our **Cookie Sale** (with order taking in the month of January 2013, delivery of those pre-orders in February and cookie booths from February-May) strengthens the girls' 5 Skills for Daily Life which are:
  - ✓ Goal Setting
  - ✓ Decision Making
  - ✓ Money Management
  - ✓ People Skills
  - ✓ Business Ethics

Most Girl Scouts participate in our Fall Product Program by asking family and friends for support but there are troops who host a booth sale in a local business and still some who sell door to door. During our Cookie Program, our girls do much the same but participation is much higher which I'm sure you can attest to as you see Girl Scouts ringing your doorbell, in front of your favorite Church, store or at a neighborhood meeting.

If your community requires us to apply for a permit, please see the attached Fall Product and Cookie detail sheet. If that is sufficient information to process our request on behalf of our Girl Scouts, please simply check the box at the base of this letter and fax (219-795-1224) or scan ([lmiller@girlscoutsgcnwi.org](mailto:lmiller@girlscoutsgcnwi.org)) it back to Linda Miller. Linda is our point person on this project.

If more information is needed before processing our permit request, please send the forms to Linda and we'll be sure to fill them out and get them back to you right away.

We are the largest council in the country and because we have 85,000+ Girl Scouts, distribution of badges to individuals is not possible; however, your permit or letter of approval (in a PDF format) can be e-mailed to each girl and troop efficiently from our office.

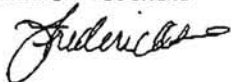
If you require a Certificate of Insurance, an updated Certificate of Insurance is automatically sent to you directly from our insurance agent on or about January 1<sup>st</sup> of each year. If you need one and do not have it in your files, please let us know by checking below and we'll be sure to get that to you as well.

If you have questions or need additional information, please don't hesitate to e-mail or call Linda Miller at [lmiller@girlscoutsgcnwi.org](mailto:lmiller@girlscoutsgcnwi.org) / 855-456-8347 ext.1948 or email or call Susan Rakis at [srakis@girlscoutsgcnwi.org](mailto:srakis@girlscoutsgcnwi.org) / 855-456-8347 ext. 2309.

Thank you for being there for our girls as we begin our 101<sup>st</sup> year of making a difference!

Most Sincerely,

Jennifer Fredericks



Please check the appropriate box(es) below and return to the email or fax number listed above:

- The attached information is sufficient and your request is approved as submitted\
- I need a copy of the Girl Scouts Certificate of Insurance.
- Please complete and return the enclosed application
- We also require the following documents (please list below)

**APPLICATION FOR NON-COMMERCIAL SOLICITATION  
Not for Profit Organization**

**Name of Organization:** Girl Scouts of Greater Chicago and Northwest Indiana  
**Corporate Address:** 20 S. Clark, Suite 200, Chicago, IL 60603

**Main Contact:** Jennifer Fredericks, Vice President, Product Program  
P: 855-456-8347ext.1965 F: 219-795-1224  
E: jfredericks@girlscoutsgcnwi.org

Note: The person in charge named above is requesting permission and is responsible for the entire jurisdiction of the council. You should not receive requests from local constituents.

**Person to contact for additional information:**

**Linda Miller**  
P: 855-456-8347ext.1948 F: 219-795-1224  
E: lmiller@girlscoutsgcnwi.org

**Non-Commercial Solicitation Purpose:** Annual Girl Scout Fall Product and Cookie Programs

**Program Dates:**

**Fall Product:**  
Order Card Sales: October 5-21, 2012  
Delivery: November 8-18, 2012

**Cookie Program:**  
**Order Card Sales:** January 5-25, 2013 (Girl Scout Communities decide on collection of payment at time of order or time of delivery.)  
**Delivery of Order Card Sales:** February 9-24, 2013

Arrangements and permission for cookie booths are made directly with local merchants and take place between February 15, 2013 and May 1, 2013. Product is sold and paid for at the sale site.

**Hours of solicitation** As described by ordinance code

**Description of Vehicles used in solicitation:** None as of this request

**Last date of previous requests:** October 2011-March 2012

**Has the permit ever been revoked? If yes, when.** No

**Has anyone listed on this application ever been convicted of a commission of a felony under the laws of the State of Illinois or any other state or Federal law of the United States? If yes, when.** No

The City of Berwyn



Nora Laureto  
8<sup>th</sup> Ward Alderman

K-18

**A Century of Progress with Pride**

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

August 6, 2012

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

RE: FitzGerald's 6615 Roosevelt Road, Berwyn, IL/Open Air Concert

Dear Mayor and Member of the City Council:

I am requesting that the City of Berwyn give permission to FitzGerald's for a "Concert under the Stars" on Friday, August 31<sup>st</sup> from 8:00-11:30 p.m. FitzGerald's has hosted many of these concerts in the past without incident. This is an open air concert pending the weather. I am also asking that the Police Department be notified of this event. According to Bill Fitzgerald, no tent will be erected for this concert; this is an open air event.

Sincerely,

*Nora Laureto*

Nora Laureto  
Alderman 8<sup>th</sup> Ward  
City of Berwyn

K-19

A FRATERNAL ORGANIZATION



**CICERO-BERWYN LODGE NO. 1510**

BENEVOLENT AND PROTECTIVE ORDER OF ELKS

2600 S. Ridgeland Avenue  
Berwyn, Illinois 60402  
(708) 484-1510

City Of Berwyn  
Mayor Robert J. Lovero  
6700 W. 26<sup>th</sup> Street  
Berwyn Il 60402

Aug. 8, 2012

Mayor Lovero

The Cicero-Berwyn Elks Lodge # 1510 is requesting permission to solicit funds that would benefit the Illinois Elks Crippled Children Corporation. All funds collected will help parents of children with physical disabilities purchase much needed medical equipment.

If permission is granted, we would like to hold the event at Ogden and Oak Park Ave., on Saturday October 13<sup>th</sup> and Sunday October 14<sup>th</sup>. From 10am to 4pm.

If there are questions, my home phone  
[robertsuchy@comcast.net](mailto:robertsuchy@comcast.net)

Mail is

Respectfully

Robert E. Suchy, Secretary  
Cicero-Berwyn Elks, Lodge # 1510  
2600 S. Ridgeland, Berwyn Il. 60402

Thomas J. Pavlik

---

From: Janet Cairo [nitelightcafe@yahoo.com]  
Sent: Monday, August 06, 2012 1:04 PM  
To: Thomas J. Pavlik  
Subject: Door to Door Request for Flyer Distribution

Dear Tom:

For the G.L.O.B.E. Music and Arts Picnic in the Park event being held at Janura Park on August 26th, we are requesting to promote the event by placing a 3" x 5" informational postcard on the doors of Berwyn residents who live within close proximity to the park, as well as, residents who live between Windsor to Pershing and Harlem to Lombard. This will be done by select members of our ministry team.

Thank you for your consideration in this matter.

Janet Cairo  
President and Executive Director  
Dedicated to Youth Ministries

**Dedicated to You<sup>th</sup> Ministries**

7009 W. Ogden Avenue

Berwyn, IL 60402

708-788-7009

Simply Saved Resale Store

The Nite Light Café

Above and Beyond Music Store

July 20, 2012

Dear Business Owner:

**Dedicated To You<sup>th</sup> Ministries** is an Illinois Not-For-Profit organization that was founded in 1999. Our mission is to provide a positive, loving and encouraging environment to every single person that graces the doors of each of the three businesses it owns and operates at 7009 W. Ogden Avenue in Berwyn. The Simply Saved Resale Store opened in November, 2003 and has become known in the neighborhood for offering gently used clothing, toys, memorabilia and household items at affordable prices. All items in the store are donated and it is run by a team of volunteers. The Nite Light Café opened in May, 2004 and is a faith based venue that hosts various music related events on the weekends in a drug-free and alcohol-free environment. Thousands of teenagers have graced the doors over the years and numerous lives have been impacted by the various events and outreach programs held at the venue. The café is also home to Dedicated to You<sup>th</sup> Ministries' church. Through the church, peer counseling, bible studies, and various interactive programs, many people have built strong Christian values that often times a traditional church environment had been unable to provide. In September, 2010, Above & Beyond Music Store opened, offering music lessons, new and used instruments, sound equipment, music accessories and music related gift items.

On Sunday, August 26<sup>th</sup>, Dedicated to Youth Ministries is launching its first outdoor event called **G.L.O.B.E. Music and Arts Picnic In the Park**. The event is being held at Janura Park Baseball Field located at 28<sup>th</sup> and East Avenue in Berwyn. The name "G.L.O.B.E." stands for "God's Love Over Berwyn Ephesians 5:1-2". The mission is to give a gift of God's love to the people in the city. It will be a **FREE** all ages event. We are inviting people to bring a blanket and picnic lunch to the park while experiencing the love of God through various art forms of live bands, drama and dance. We are inviting all the Berwyn churches and other Christian ministries to participate in this beautiful event with us. This is a very tumultuous, challenging time and many people are hurting. Our prayer is that this event will help bring people hope, encouragement and to let them know that God loves them and cares about them.

We are stepping out in faith and trusting God to provide everything needed to make it all happen. We are praying for people and businesses to help sponsor this event as we have expenses such as the rental of a stage, sound equipment, tents, etc. Additionally, we would like to bless some of performing artists with a love offering. Enclosed is a pledge form and envelope. Please prayerfully consider giving a tax deductible financial gift towards this event.

Thank you for taking the time to learn more about our mission. If you have any questions, please feel free to personally contact me. In the meantime, our ministry team is praying daily for God to continue to bless and provide your business with everything you need.

In the love of Jesus,



Janet Cairo

President and Executive Director



Dedicated To Youth Ministries Presents



# **MUSIC AND ARTS PICNIC IN THE PARK**

**SUNDAY - AUGUST 26 - 2012**

**NOON - 6PM**

**JANURA PARK**

28<sup>TH</sup> AND EAST AVENUE

**FREE ALL AGES EVENT**

- Live Bands, Drama, And Dance!
- Bring A Lunch And Blanket To Picnic In The Park!

For More Info Go To:

<http://www.facebook.com/GlobeFest>

**GOD'S LOVE OVER BERWYN EPHESIANS 5:1-2**

Dedicated To Youth Ministries Presents



**MUSIC AND ARTS  
PICNIC IN THE PARK**

**SUNDAY - AUGUST 26 - 2012**  
**NOON - 6PM**

**JANURA PARK**  
28<sup>TH</sup> AND EAST AVENUE  
**FREE ALL AGES EVENT**

- Live Bands, Drama, And Dance!
- Bring A Lunch And Blanket To Picnic In The Park!

For More Info Go To:  
<http://www.facebook.com/GlobeFest>

**GOD'S LOVE OVER BERWYN EPHESIANS 5:1-2**

**YES, COUNT US IN TO HELP BRING GOD'S LOVE TO BERWYN!**

Enclosed is our love offering of:

\_\_\_ \$25 \_\_\_ \$50 \_\_\_ \$100 \_\_\_ Other

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

**Please make checks payable to  
Dedicated to Youth Ministries**

**Dedicated to Youth Ministries  
7009 W. Ogden  
Berwyn, IL 60402**

**Thomas J. Pavlik**

---

**From:** New Harvest Christian Fellowship (newharvest\_chi@sbcglobal.net)  
**Sent:** Wednesday, August 01, 2012 6:30 PM  
**To:** Thomas J. Pavlik  
**Subject:** Event "Community Day"

Thomas Pavlik

My name is Edwin Melendez, Pastor of New Harvest Christian Fellowship. It was a privilege meeting you last week. I had dropped off a flyer with you regarding an event and you had asked for me to email what it all involved.

We are currently renting Oakpark baptist church where we hold our services located at 3101 S. Oakpark Ave. Berwyn, IL.

As a way to make our presence known to the community, we would like to hold an event which we are calling "Community Day". We want to use this event as a way to let the community know that we are here to help in anyway capable.

The event will be held on Saturday, September 1st, 2012 from the hrs of 12-3pm. with at least 2 hrs before the event for set up and 2 hrs afterward for clean up and break down. It will be held in the parking lot of the church.

The event will include live music, free hot dogs, chips and sodas and about three tent booths that will serve as information booth regarding our church and where the food would be served.

Any questions please call me at 708-287-7004

Thank you,

Edwin Melendez, Pastor  
New Harvest Christian Fellowship

Join us for a FREE family fun event including;  
music, food, and puppet shows!  
September 1, 2012  
12pm-3pm  
Hope to see you there!

# COMMUNITY DAY

Sponsored by, New Harvest Christian Fellowship



3101 S. Oak Park Ave  
Berwyn IL, 60402  
[www.newharvestchicago.org](http://www.newharvestchicago.org)

*(In the church parking lot)*

K-22



ACTIVE  
TRANSPORTATION  
ALLIANCE

9 West Hubbard Street  
Suite 402  
Chicago, IL 60610-6545

T 312.427.3325  
F 312.427.4907  
info@activetrans.com  
www.activetrans.org

July 19, 2012

City of Berwyn  
President and Board of Trustees  
Attn: Tom Pavlick, City Clerk  
6700 W. 26th Street  
Berwyn, IL 60402

Dear Mr. Pavlick,

The Active Transportation Alliance will hold its 24th annual Four Star Bike Tour bicycle ride on Sunday, August 26.

The Four Star Bike Tour (FSBT) is produced by the Active Transportation Alliance, a nonprofit bicycling, pedestrian and public transit advocacy organization. We advocate for transportation that encourages and promotes safety, physical activity, health, recreation, social interaction, equity, environmental stewardship and resource conservation. FSBT is a fundraising event produced to support these efforts.

This long-running event is a recreational bicycle ride through the city of Chicago and the suburbs. It is not a competitive race. Riders understand they share the road with other users and are instructed to follow the rules of the road.

Participants select from a 12, 22, 35- or a 62-mile route options. The 35 and 62 mile ride extends into Berwyn and the neighboring western suburbs. A complete route map and a detailed route map through your suburb are attached.

Riders start from the UIC campus (Morgan and Taylor Streets, Chicago) and are released in waves between 6:30 – 8:30 AM. Since the start times are staggered and riders travel at varying speeds, they will be dispersed along the route. We expect riders to pass through your suburb between 6:45 and 10:00 AM. Approximately 1800 riders will select the 35 and 62-mile route options.

We do not require any village resources or support of any kind. We simply wish to inform you about the Active Transportation Alliance and our bicycling event.

Thank you for your time. Please let me know if you require additional information.

Sincerely,

Christine Schwartzkopff  
Director of Events  
312/427-3325 x223  
christine@activetrans.org



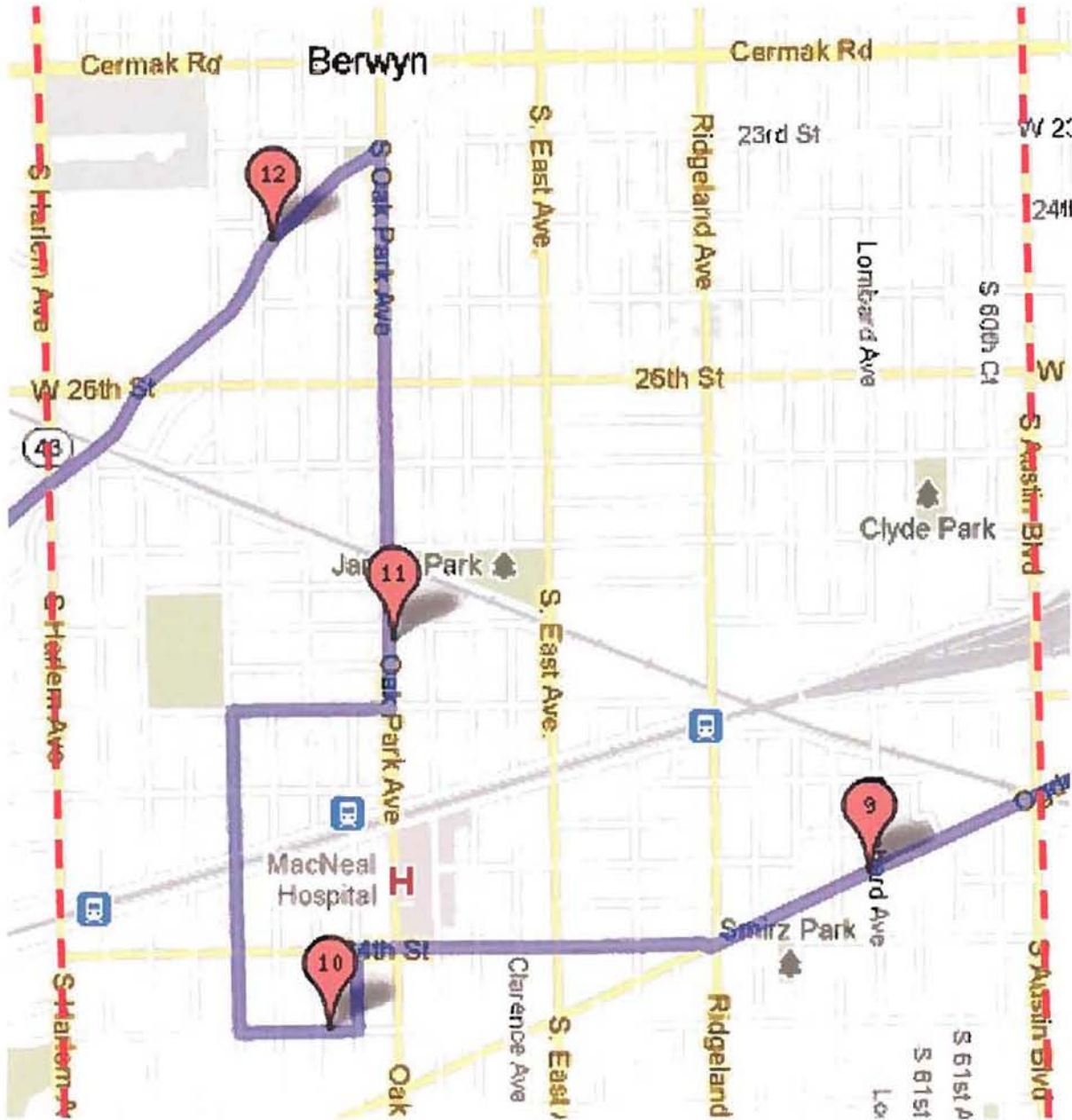
ACTIVE  
TRANSPORTATION  
ALLIANCE

9 West Hubbard Street  
Suite 402  
Chicago, IL 60610-6545

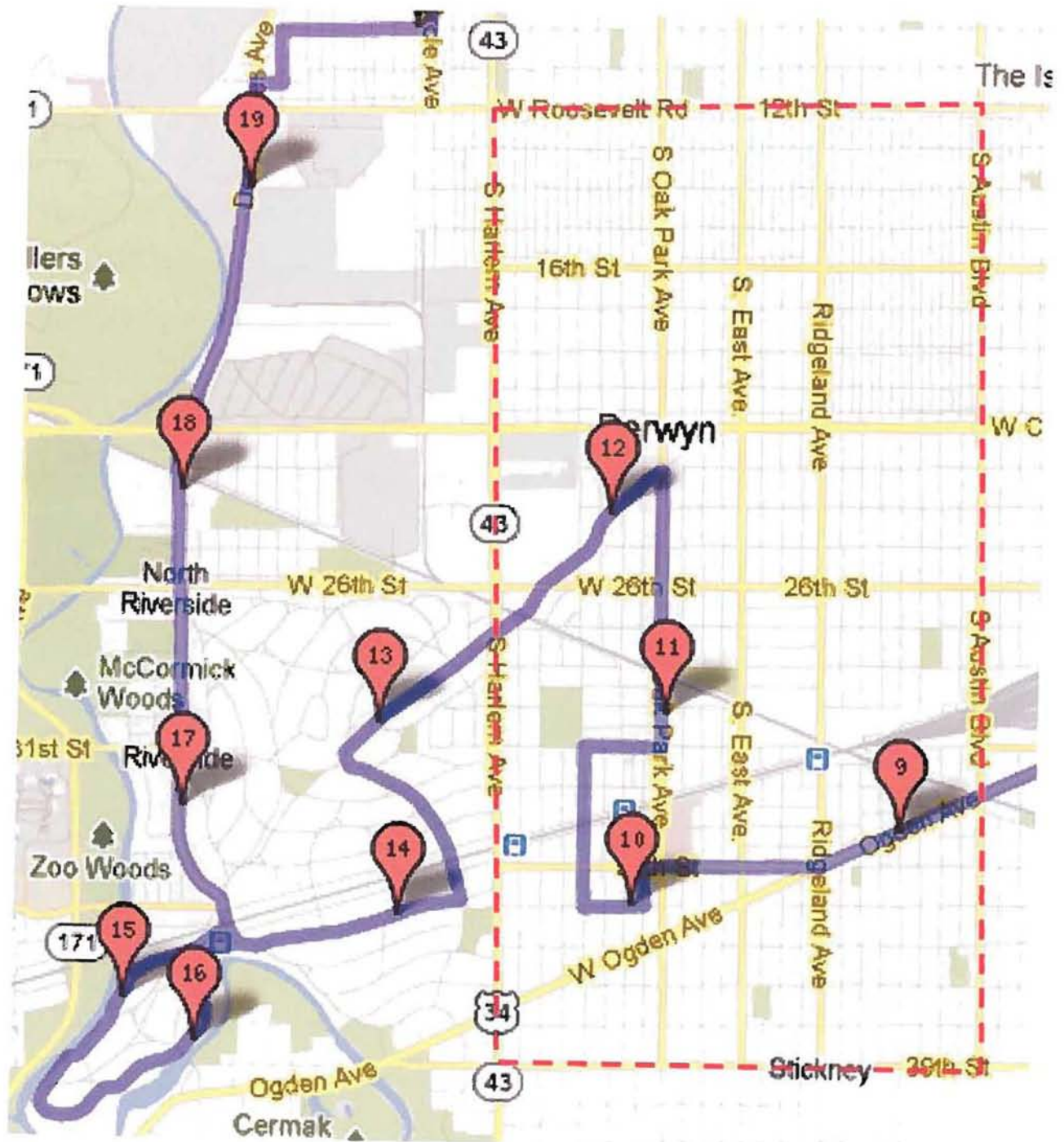
T 312.427.3325  
F 312.427.4907  
info@activetrans.com  
www.activetrans.org

**Four Star Bike Tour 2012**  
**Sunday, August 26th**  
**Berwyn Map Routes**

**Berwyn Bike Route:**



Overall View of Berwyn District:









FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

# CREATE CHANGE IN MORE THAN ONE WAY

## Gymnastics Rummage Sale PAV YMCA

Join us to sell your items, find a deal and support our gymnastics team

- > Saturday, August 18 from 8am-3pm
- > Rain or shine!
- > If raining, event will be moved to gym
- > Space fee: \$25/\$30
- > Table rental: \$5, no chairs for rent
- > Spaces first come, first served
- > No food sales
- > Contact Katie at ext. 315
- > 12AUG #09277-01



**PAV YMCA**

2947 S. Oak Park Ave. Berwyn, IL 60402  
708.749.0606 Visit [pavymca.org](http://pavymca.org)