

City of Berwyn City Council Meeting

January 27, 2009

BERWYN CITY COUNCIL MEETING

JANUARY 27, 2009

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.

MICHAEL A. O'CONNOR
MAYOR

THOMAS J. PAVLIK
CITY CLERK

AGENDA

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
 - 1. REG-1/13/09-COW-1/13/09
- (D) BID OPENING - TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
 - 1. BDC DIR-REPLACEMENT OF CERMAK CLOCK
 - 2. BDC DIR-REQ APPROVAL FOR 2009 ANNUAL EVENTS
 - 3. BDC DIR-PARKING STRUCTURE-CAISSON RELATED CHANGE ORDER
 - 4. BDC DIR-WIRELESS NETWORK LINK-PARKING STRUCTURE
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
 - 1. MAYOR-REQ- FOR FUNDING OF ARCHITECT & PLANS FOR MAPLE POOL
 - 2. MAYOR-RED SPEED CAMERAS
 - 3. MAYOR-POLICE SERGEANT PROMOTION
 - 4. MAYOR-SNOW REMOVAL PROCESS
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
 - 1. ZBA-ORD/RESL-VARAIATION-T-MOBILE CENTRAL LLC-6940 W. OGDEN AVE.
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
 - 1. ERICKSON-TEMPORY BUILDING AT ST. MARY'S
 - 2. BERWYN HISTORIC PRES COMM-BUDGET LINE ITEM REQUEST
 - 3. WEINER-AT &T BOXES
 - 4. CHAPMAN-3600 BLK OF WENONAH AVE-EXTEND"RES PKNG ONLY" HRS
 - 5. CHAPMAN-3300 BLK OF GROVE AVE-REQ-SUPERZONE"PERMIT PKNG ONLY"
 - 6. CHAPMAN-WINDSON AVE-CONFLICTING SINAGE PROBLEMS VS OUR WRITTEN ORDINANCES

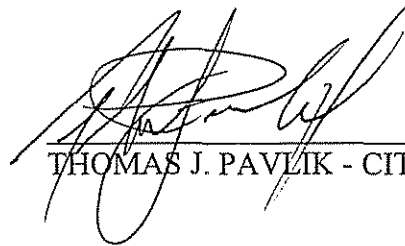
(J) STAFF REPORTS

1. DEFER-BUILDING DIRECTOR-DISPOSAL OF TWO INSPECTOR VEHICLES
2. TRAFFIC ENG-PARKING IN THE STANLEY-WINDSOR AVE AREA
3. DEPUTY FIRE CHIEF-CHANGE ORDERS TO 16TH STREET FIREHOUSE CONST.
4. POLICE CHIEF-REQ-APPR FOR HIRING ONE OFFICER FROM LATERAL ENTRY POOL
5. FINANCE DIR/BUDGET CHRMN-PAYABLES-1-7-09-\$757,039.84 (**NOTE: A separate payable report and total from the New World System may be available under separate cover prior to meeting for consideration and approval.**)
6. COLLECTOR-COST OF VEHICLE STICKERS
7. COLLECTOR-COST OF BUSINESS LICENSE SEALS
8. LAW DEPT-ORD-REDEVELOPMENT AGRMNT -6801-6821 W CERMAK
9. LAW DEPT-ORD-AMENDING & RESTATED REDEVELOPMENT AGREEMENT-6801-6821 W CERMAK
10. LAW DEPT-ORD-HARLEM METRA STATION SUBLEASE AGREEMENT-FIRST AMENDMENT
11. LAW DEPT-ORD-HARLEM METRA STATION SUBLEASE AGREEMENT-ASSIGNMENT TO HARLEM EXPRESSO, L.L.C.

(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 CHAIRMAN-PAYROLL-1/21/09-\$933,842.33
2. COLLECTOR-LICENSES ISSUED FOR THE MONTH OF DECEMBER, 2008
3. WEINER-HANDICAP SIGN-IGNACIO MORALES -6915 W. 29TH PLACE-**APPROVE**
4. PHELAN-HANDICAP SIGN-CINDY CAPUTO-1929 S EAST AVE-**APPROVE**
5. LOVERO-HANDICAP SIGN-MARIA MIRANDA-1628 S. GROVE AVE-**APPROVE**
6. SOUTH BERWYN ED FOUNDATION-3RD ANNUAL KELLY MILLER CIRCUS-9/9/09

ITEMS SUBMITTED ON TIME 33



THOMAS J. PAVLIK - CITY CLERK

Sections A & B

A. Pledge of Allegiance-Moment of Silence

B. Open Forum

Topic must NOT be on the Agenda

Open space for comments or ideas.

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Section C

Presentation of Previous Meeting Minutes For Approval

MICHAEL A. O'CONNOR
MAYOR

THOMAS J. PAVLIK
CITY CLERK

MINUTES
BERWYN CITY COUNCIL
JANUARY 13, 2009

1. The regular meeting of the Berwyn City Council was called to order by Mayor O'Connor at 8:20 p.m. Upon the call of the roll, the following responded present: Chapman, Weiner, Skryd, Day, Phelan, Lovero, Erickson. Absent: Ramos.
Thereafter, Chapman made a motion, seconded by Skryd to excuse Aldermen Ramos. The motion carried by a voice vote.
2. The Pledge of Allegiance was recited, a moment of silence was observed for the safety of our armed forces, police, firefighters and paramedics.
3. The Open Forum portion of the meeting was announced.
 - Tom Hayes President of the Firefighters Local 506 Union spoke regarding firefighters pension fund and read statement into record. He also spoke regarding the exercise equipment in the fire department, the incident regarding the situation and the Mayors orders to remove the exercise equipment and if a favorable ruling on the fire departments grievance not returned, the union intends to go to arbitration on the matter.
 - The Mayor recognized Eileen Pech of the Berwyn Public Library Board who spoke regarding a book regarding the History of The Berwyn Public Library and supplied same to the Mayor and the Aldermen and also stated the book will be on sale at the Berwyn Public Library.
 - Jim Rinehart a Berwyn resident of Lombard Avenue spoke regarding the snow removal and the piling of snow up to 10 feet high in the business district and the hazardous condition it is causing.
4. The minutes of the regular City Council meeting, the Committee of the Whole Meeting and the Minutes of the Public Hearing all held on December 23, 2008 were submitted. Thereafter, Erickson made a motion, seconded by Chapman, to concur and approve the minutes as presented. The motion carried by a voice vote.
5. Chapman made a motion, seconded by Skryd, to suspend the rules and bring forth item #F-2. Motion carried.
F-2 is a Proclamation proclaiming Friday, January 16, 2009 as **Morton West High School Varsity Boys Basketball Team Day** in Berwyn.

Thereafter, a presentation showing highlights of the boys victory at the Proviso West Holiday Tournament followed by Mayor O'Connor recognizing and congratulating all the team members and the coaches. Thereafter, Alderman Lovero presented the parents of the boys' basketball team with a plaque honoring them for their commitment as parents of student's athletes. Thereafter, Skryd made a motion, seconded by Chapman, to adopt the Proclamation as presented. The motion carried by a voice vote.

6. A proclamation proclaiming **Tuesday, January 13, 2009 as Joanne Zendol Day** in Berwyn. Honoring Joanne Zendol recipient of the 2008 Illinois State Board of Education Thomas Lay Burroughs Award. Mayor O'Connor then recognized Mrs. Zendol and presented her with the Proclamation. Thereafter, Lovero made a motion, seconded by Day, to adopt the Proclamation as presented. The motion carried by a voice vote.
7. A Proclamation proclaiming **Thursday, January 15, 2009 as Morton West High School Drama Club Day** in Berwyn. Thereafter, Mayor O'Connor recognized the members of the club and presented each with a Proclamation. Skryd made a motion, seconded by Lovero, to adopt the Proclamation as presented. The motion carried by a voice vote.
8. The Mayor submitted a communication regarding Parking 32nd Street and Harlem Avenue. Erickson made a motion, seconded by Chapman to refer to the matter to the Committee of the Whole and Traffic Engineer. The motion carried by a voice vote, with Phelan voicing a contrary nay.
9. The Mayor submitted a communication regarding the appointment of Ms. Roxanne M. Faulds to the Berwyn Library Board term to expire January 5, 2012. Thereafter, Erickson made a motion, seconded by Chapman, to concur in the appointment and approve as submitted. The motion carried by a voice vote.
10. The Mayor submitted a communication regarding Library Budget and Sunday Hours. Thereafter, Erickson made a motion, seconded by Weiner, to refer to matter to the Committee of the Whole with the recommendation to leave the budget in tack as reviewed in the Committee of the Whole for inclusion in the 2009 Budget, therefore, allowing the Library to move forward to implement Sunday hours. The motion carried by a unanimous roll call vote.
11. A motion was made by Chapman, seconded by Skryd, to recess the City Council Meeting for 5 minutes. The motion carried by a unanimous roll call vote at 8:54pm.

12. A motion was made by Skryd, seconded by Chapman, to reconvene the City Council Meeting at 8:59pm. The motion carried by a voice vote.
13. The Mayor submitted a communication regarding Promotion to Sergeant. Mayor O'Connor requested the Clerk to read the communication into record. Thereafter, Chapman made a motion, seconded by Weiner, to accept the matter as information. Discussion ensued regarding the total amount of money it would cost the City to promote the two sergeants verses the overtime currently being paid to sergeants for full staffing. Thereafter, the motion carried by voice vote.
14. The Mayor submitted a communication regarding a request for Funding of Architect and Plans for Maple Pool. Mayor O'Connor requested a motion to withdraw the communication. Thereafter, Erickson made a motion, seconded by Day, to withdraw the communication. The motion carried by a voice vote.
15. The Clerk submitted a communication regarding the approval of the Closed Committee of The Whole Minutes of October 7th, 14th, and 28th, November 11th, 24th, and 25th, December 9, 2008. Thereafter, Erickson made a motion, seconded by Day, to concur and approve as submitted. The motion carried by a voice vote, with Skryd voicing a contrary nay.
16. Alderman Chapman submitted a communication regarding the incident at 3248 Grove Avenue. Chapman made a motion, seconded by Lovero, to concur. After discussion the motion failed on the following call of the roll: Yea: Chapman, Skryd, Lovero. Nay: Weiner, Day, Phelan, Erickson. After further discussion a motion was made by Chapman, seconded by Weiner to concur on forwarding information only to Alderman Chapman. The motion carried by a voice vote.
17. A communication from the Fire & Police Committee was submitted regarding a meeting held on January 5, 2009 regarding **Fire Department Greivence** Item I-2A with the recommendation that the matter be taken under advisement and no equipment be removed from anywhere until an appropriate decision is made regarding the issue of removal and requesting a legal opinion from the city attorney on or before Thursday, January 8, 2009. Thereafter, Chapman made a motion, seconded by Skryd, to accept the matter as informational. The motion carried by a voice vote.
18. The Fire and Police Committee submitted a communication regarding a meeting held on January 8, 2009, regarding **Fire Department Greivence**

Item I-2B with the recommendation that the committee concur with the opinion of the City Attorney Odelson & Sterk dated, January 8, 2009. After discussion, Erickson made a motion, seconded by Day, to concur with the Law Department opinion. The motion failed on the following call of the roll: Yea: Day, Erickson. Nay: Chapman, Weiner, Skryd, Phelan, Lovero.

19. A deferred communication from the law department in an attached ordinance regarding Sister City Ordinance entitled;

AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, AUTHORIZING THE SUBMISSION OF A MEMBERSHIP APPLICATION TO SISTER CITIES INTERNATIONAL

Thereafter, Skryd made a motion, seconded by Chapman, to concur and **ADOPT** the Ordinance as presented and authorize the corporate authorize to affix their signatures thereto. The motion carried by the following call of the roll: Yea: Chapman, Weiner, Skryd, Day, Lovero. Nay: Phelan, Erickson.

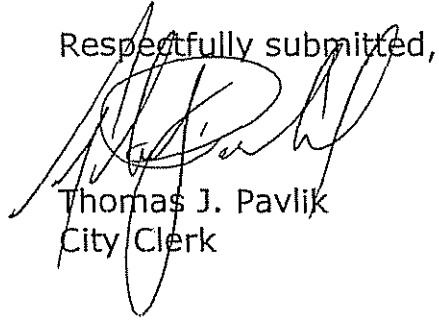
20. The Law Department submitted a communication regarding the removal of items from the referral list. Thereafter, Skryd made a motion, seconded by Chapman, to accept the matter as informational. The motion carried by a voice vote.
21. The Law Department submitted a communication regarding the settlement of Case Number 07 WC 47946 of the Illinois Workers Compensation Commission in the total amount of \$40,316.65. Thereafter, Erickson made a motion, seconded by Day, to concur and approve as submitted for payment. The motion carried by a unanimous roll call vote.
22. The Building Director submitted a communication regarding the Disposal of Two Inspector Vehicles. Thereafter, Erickson made a motion, seconded by Day, to refer the matter to the Finance Director. After discussion the motion failed by a voice vote, Erickson voicing a contrary yea. After further discussion Phelan made a motion, seconded by Chapman, to defer the matter for two weeks. The motion carried by a voice vote.
23. The Finance Director submitted a communication regarding Gasoline Tax Increase and an attached Ordinance to enact. Thereafter, Weiner made a motion, seconded by Day, to concur and adopt the Ordinance as presented. The motion was **DEFEATED** on the following call of the roll: Yea: Weiner, Day. Nay: Chapman, Skryd, Phelan, Lovero, Erickson.

24. The Finance Director submitted a communication and an attached Ordinance regarding Vehicle Sticker Increase. Thereafter, Weiner made a motion, seconded by Day, to concur and adopt the Ordinance as presented. The motion was **DEFEATED** by the following call of the roll: Yea: Weiner, Day, Lovero. Nay: Chapman, Skryd, Phelan, Erickson.
25. Skryd made a motion, seconded by Chapman, to suspend the rules and bring forth item #K-2 from the consent agenda. Motion carried.
Item K-2 – The amended payables which include; 12-30-08 thru 1-9-09
Thereafter, Skryd made a motion, seconded by Erickson, to concur and approve K-2 in the amended amount of \$1,280,975.54. The motion carried by a unanimous roll call vote.
26. The Consent agenda items, the remaining consent agenda items; K-1, K-3 through K-7 were submitted:
K-1-The budget chairman submitted the payroll for December 24, 2008 and January 7, 2009 in the total amount of \$1,683,269.58
K-3-The Building Director submitted the Building Permits for December 2008.
K-4-Day-Handicap Sign-Virginia Clifford-2313 S Harvey-**Deny**
K-5-Day-Handicap Sign-Juan M. Ramirez-2248 S. Elmwood-**Deny**
K-6-Erickson-Handicap Sign-Maria S. Roman-1406 S. Elmwood-**Approve**
K-7-Erickson-Handicap Sign-Blanche Bavone-1449 S. Maple-**Approve**
Thereafter, Erickson made a motion, seconded by Weiner, to concur and approve as submitted. The motion carried by an omnibus vote designation. The motion carried by a voice vote.
27. The Mayor requested a vote on the Committee of the whole for Thursday, January 15, 2009 at 7:00 pm as previously called. Weiner made a motion, seconded by Day, to concur. The motion carried by the following call of the roll: Yea: Chapman, Weiner, Skryd, Phelan, Lovero, Erickson. Nay: Day. Mayor O'Connor requested a special Committee of the Whole to be held January 22, 2009 at 7:00 pm for budget discussion. Weiner made a motion, seconded by Chapman, to concur and approve the meeting as requested. The motion carried by the following call of the roll: Yea: Chapman, Weiner, Phelan, Lovero. Nay: Skryd, Day. Mayor O'Connor then called a regular Committee of the Whole for Tuesday, January 27, 2009 at 6:00 PM, Noting that a health insurance discussion will take place at that meeting.
28. Chairman of the Administration Committee called a meeting for Monday, January 26, 2009, 6:00 PM.

BERWYN CITY COUNCIL MEETING
JANUARY 13, 2009

29. There being no further business to come before the meeting, same was, after a motion by Chapman, seconded by Erickson, to adjourn at the hour of 9:59 p.m. The motion carried by a voice vote.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Pavlik', is written over the typed name and title.

Thomas J. Pavlik
City Clerk

MINUTES
COMMITTEE OF THE WHOLE
JANUARY 13, 2009

1. The Committee of the Whole was called to order by Mayor O'Connor at 6:13 p.m. Upon the call of the roll, the following responded present: Chapman, Weiner, Skryd, Day, Lovero, Erickson. Absent: Ramos, Phelan.
2. Chapman requested Mayor O'Connor to recognize John Chrastka President of the Berwyn Public Library Board to speak on item F-6 the Mayors' Library Budget and Sunday Hours Communication. Mayor O'Connor then recognized Mr. Chrastka who asked, if the City Council could approve the library budget now to allow the library to implement the Sunday hours and the new fee schedules. Mr. Chrastka explained, that the library would like to start up Sunday hours as soon as possible and would need to work out the staffing for the additional 72 man hours, giving the library enough time to implement and work out the logistics. Also stating it will already be a short spring Sunday hour's season, because the library still plans on resuming summer hours. Alderman Weiner stated, that he was cautious about approving the Library Budget by pulling it out of the overall budget, but is comfortable with a straw poll consensus. Discussion ensued on giving the okay to the Library Board to implement the project and to affirm the budget with the overall budget that will be approved in March. Mayor O'Connor then asked for a consensus on giving the okay for the Library to move forward and present the Library's portion of the budget intact to the Council for approval in March. Consensus 6-0 in favor.
3. Day made a motion, seconded by Chapman to excuse Alderman Ramos and Alderman Phelan. The motion carried.
4. A motion by Skryd, seconded by Chapman to close the Committee of the Whole at 6:21pm for Union Negotiations, Pending Litigations and Personnel. Mayor O'Connor explaining that the personnel is regarding union negotiations. The motion carried by a voice vote.
5. The open portion of the Committee of the Whole reconvened at 8:07 pm.

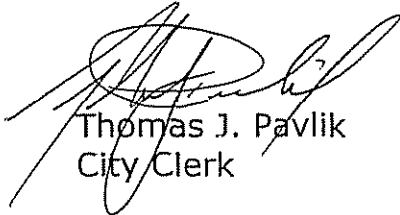
Note: Alderman Phelan now in attendance. Alderman Chapman now absent.
6. Superblock Agreement changes. Mayor O'Connor recognized Anthony Griffin of the BDC to review the Superblock Amended Redevelopment Agreements (see attached).

Note: Alderman Chapman present at 8:12pm.

There after Mayor O'Connor summarized the plan for the medical building to be occupied west of the bank building, stating there will be first floor retail with medical offices above and this will be the first portion of the development and then the bank building will be redeveloped. Griffin stated he was referring this to the Committee of The Whole for consideration and asked the City Council to consider placing it on the next City Council Agenda along with the next C.O.W Agenda.

7. A motion was made by Phelan, seconded by Skryd, to adjourn the Committee of the Whole at 8:20 pm. The motion carried.

Respectfully submitted,



Thomas J. Pavlik
City Clerk



Section D

Bid Openings – Tabulations

Section E

Berwyn Development Corp.
Berwyn Township/Health District



E-1

January 23, 2009

Mayor Michael O'Connor
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402

Re: Replacement of Cermak Clock

Mayor & Members of the Berwyn City Council:

In 2008, a vehicular accident demolished the clock on Cermak. The City is pursuing a claim against this driver and respective insurance policy for the replacement funding of the clock. We have obtained three bids for the replacement of the clock and negotiated with the low bidder to achieve a replacement clock which is nearly identically to the previous clock at a cost of \$8,500. Installation costs are expected to be less than \$1,000; therefore, we are requesting City Council authorization of \$9,500 for the replacement and installation of the clock. The cost is a TIF eligible expense so the funding source would be the Cermak TIF Fund which has the available funds for the project. Once the insurance claim is received, the Cermak TIF Fund would be refunded the cost of the improvement.

Respectfully submitted for your consideration,

Anthony W. Griffin

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

Attachment: supporting price quotes

The Fancy Street Clock & Light Co., LLC

1203 - 5th Avenue, Rock Island, Illinois 61201

(309) 794-3022 Fax: (309) 788-0148

www.fancystreetlight.com



SOLD TO:
Berwyn Development Corp Evan Summers 3322 S. Oak Park Ave., 2nd Floor Berwyn, IL

SHIP TO:
Please Advise BERWYN, IL

Ship Via: _____

Fr. Charges: _____ Prepaid

Customer P.O.# _____

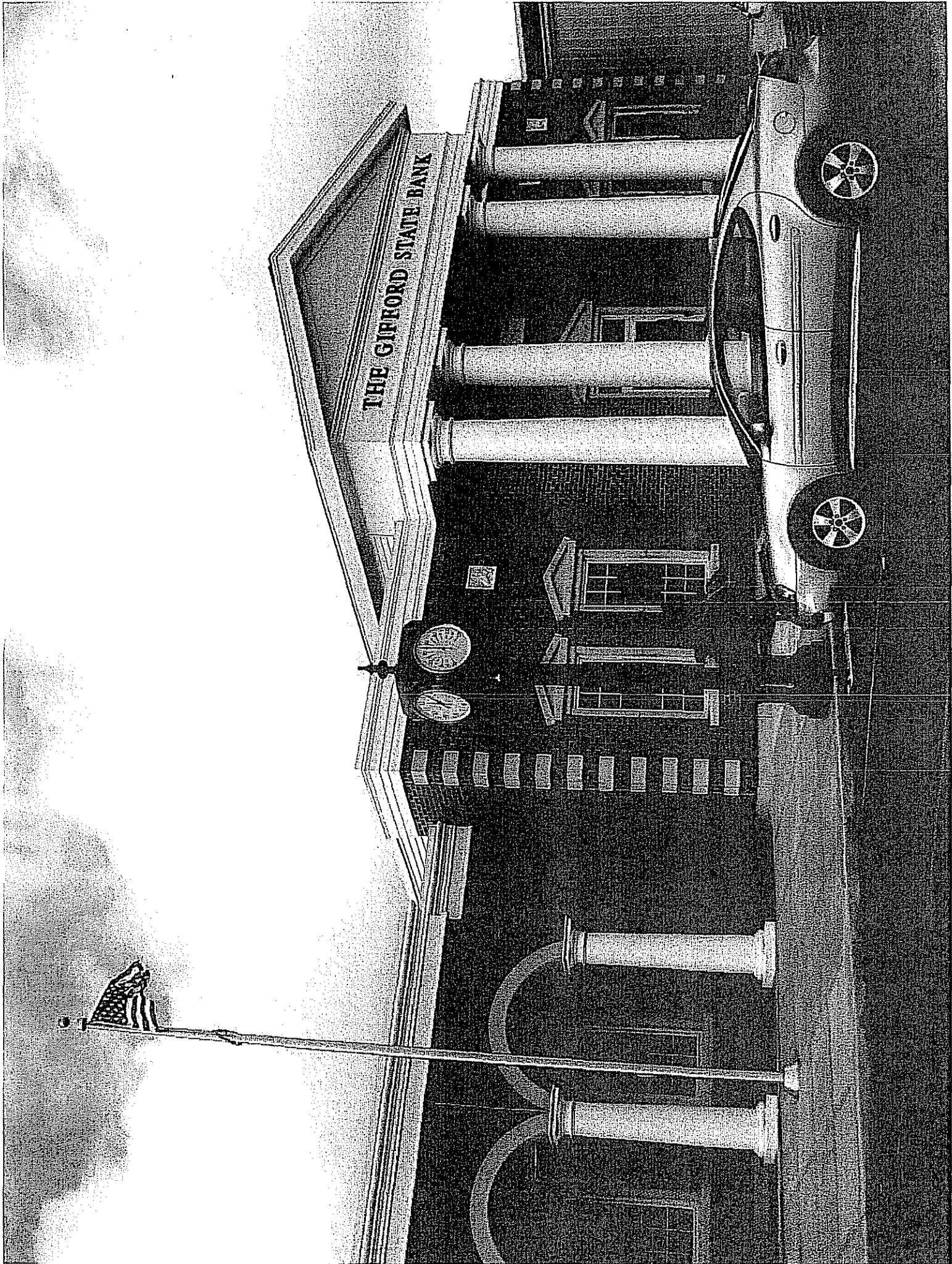
Item	Description	Ordered	Unit Cost	Total
Presidential	The Presidential 4-Dial 15'7" Pedestal Clock	1	11,995.00	11,995.00T
Backlighting 4	Back Lighting Package for 4-Dial clock <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1	0.00	0.00T
MMC4	Auto Reset System 4-Dial	1	0.00	0.00T
Facings	Facings: <input type="checkbox"/> Arabic <input type="checkbox"/> Roman	4	0.00	
Color	Color: <input type="checkbox"/> Satin Black		0.00	
Bezels	Gold Bezels	4	0.00	0.00T
Discount	Previous Customer Discount		-3,995.00	-3,995.00
Pre-Paid Freight	*Freight		500.00	500.00
				Subtotal \$8,500.00
				Sales Tax (0....) \$0.00
				Total \$8,500.00
<p><u>IMPORTANT NOTICE</u></p> <p>Proposals are valid for 60 days. *Freight is only an estimate and is subject to change. Clock orders require a 50% deposit, with balance due before delivery of clock. Please allow 8 to 10 weeks for delivery from receipt of deposit. Equipment delivered or picked up in Illinois is subject to sales tax. If logo is not approved or deposit is not received within two weeks of order, clock may be delayed.</p>				

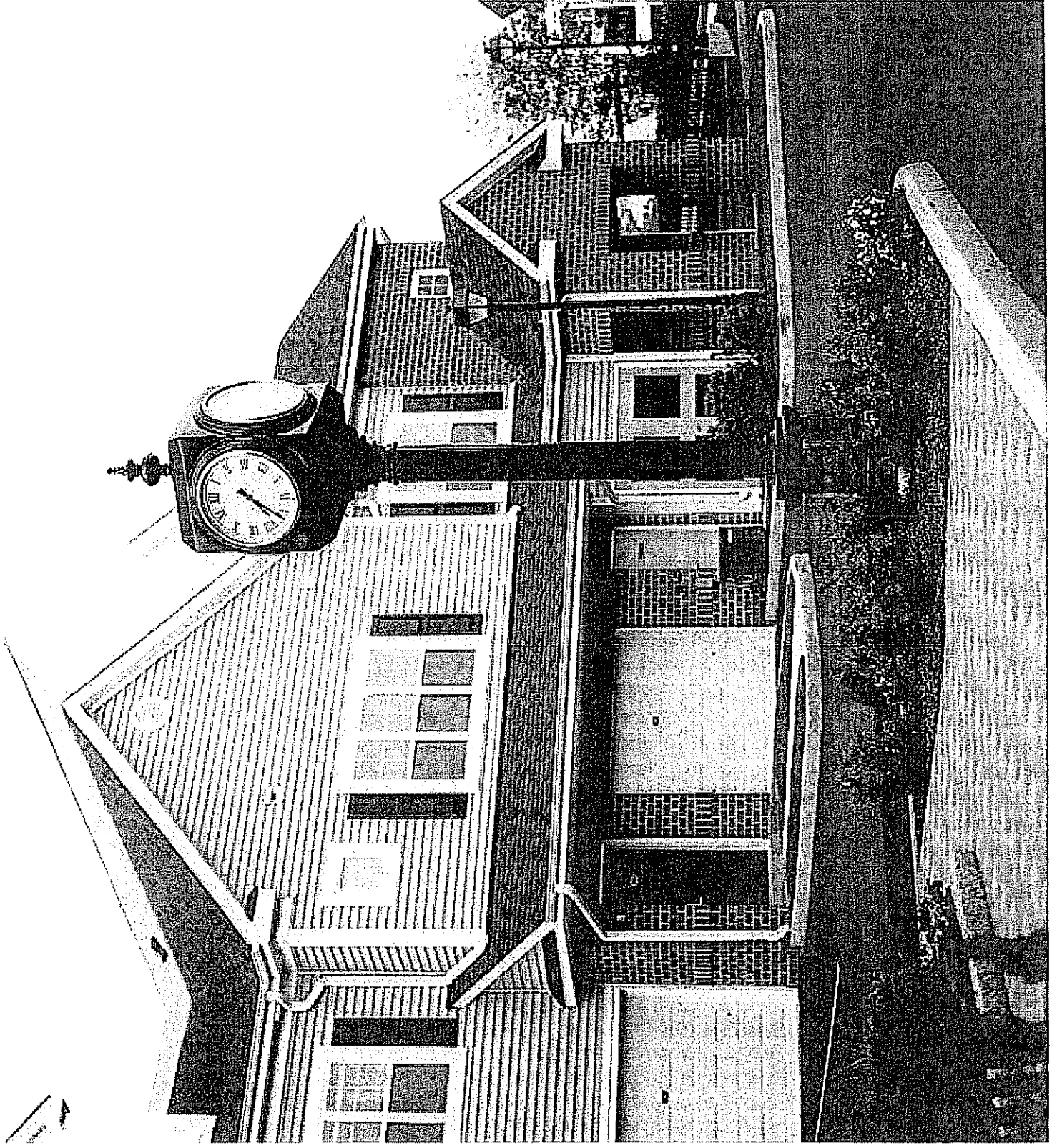
FSCC Contact: _____ RLS

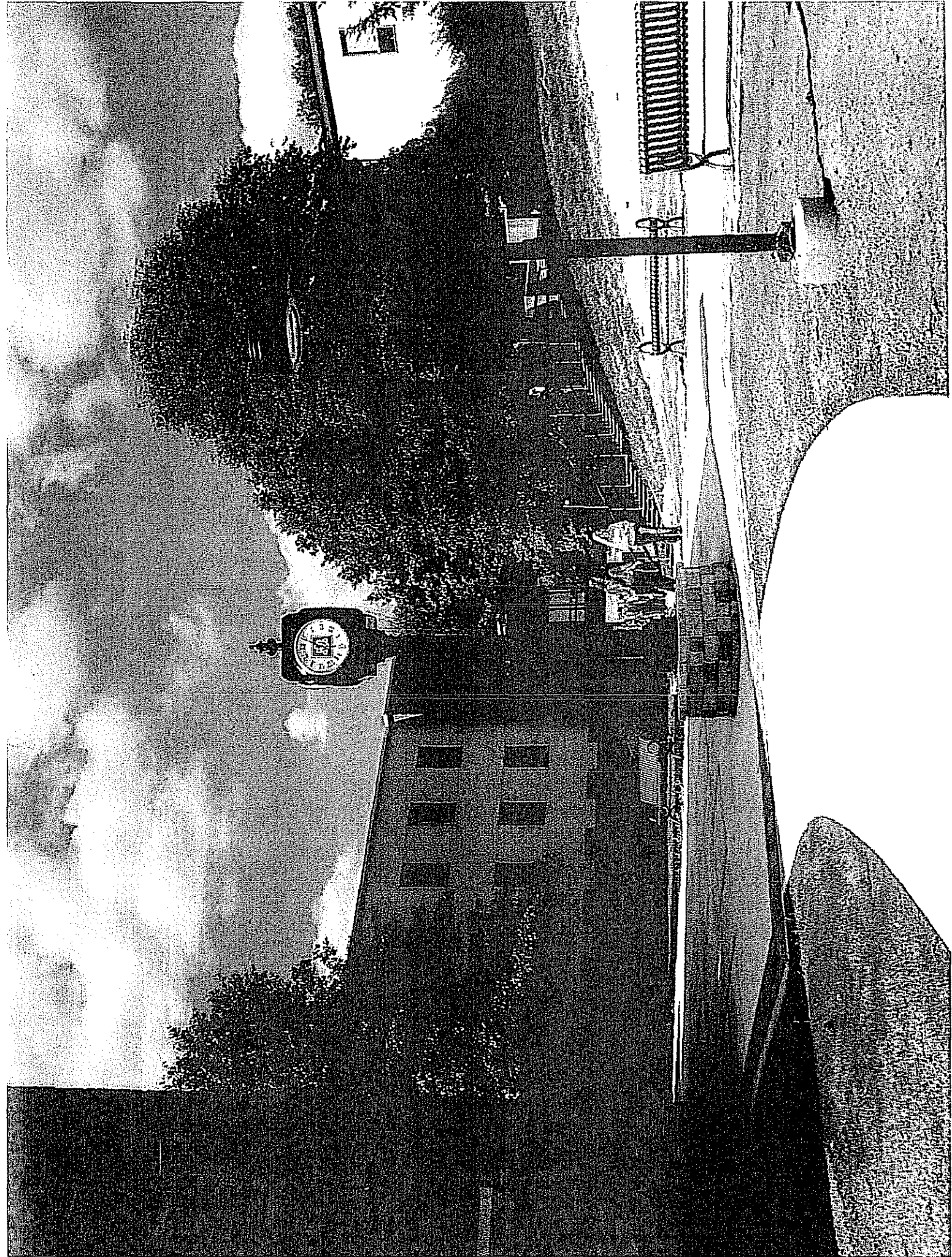
Sign and Return with deposit: _____

Date: _____ 1/16/2009

Please fill in your Federal Tax ID# or Tax Exempt# _____









January 16, 2009

Evan Summers
Berwyn Development Corp
3322 Oak Park Ave
Berwyn, IL 60402
Via Email: evans@berwyn.net

Subject: Quotation – Clock Equipment - Berwyn, City of - Berwyn, IL

Dear Evan:

Thank you for your interest in Electric Time clocks. In reply to your request, I am sending Drawings A-5586, A-5095, A-5590, & A-6570 plus Data Sheets 452, 453, 439, 469 along with our Standard Terms and Conditions of Sale.

We are pleased to quote on the equipment you requested, as follows:

Option One – Small 4-Dial Howard Post Clock

(1) Complete Small Four-Dial E. Howard Post Clock Replica.

Cast aluminum post, minimum 3/8" thick wall with removable door. Cast aluminum top head assembly, saddle, spike and ornamental top. Clock to be an authentic reduced size version, historical reproduction of the Howard four dial post clock. Total height: 10'-9". No fiberglass to be used.

All exterior parts of the clock to have a high solids, exterior grade, polyurethane painted finish, *please specify color from our Standards*. Our standard painted finishes are: medium or dark bronze (matches Duranodic #312 & #313), off-white, matte-black, satin aluminum, forest green, red, bright white or gold. Gold painted highlighting to accent the casting detail at no additional charge.

Black dial markings and clock hands, *please specify Styles*. Hands to be made of aluminum with non-corrosive bronze bushings.

Features also include: Style H-MI clock movement. All bearing surfaces to be made of self-lubricating materials, as periodic lubrication will then not be required. All parts to be made of non-corrosive metals such as brass and stainless steel.

Flat aluminum dials with an off-white finish. Dials to be edge lighted with off-white neon tubes, which are concealed under the bezels of the clocks. Illumination to be controlled

ELECTRIC TIME COMPANY, INC. 97 WEST STREET - MEDFIELD, MA USA 02052
PHONE 508-359-4396 - FAX 508-359-4482 SALES@ELECTRICTIME.COM
HTTP://WWW.ELECTRICTIME.COM

by a photoelectric cell.

Flat, clear tempered glass crystals provided for the protection of the clock faces and hands.

Type CTRL-99BMI, Automatic Clock Controller with IP65 enclosure – Indoor & Outdoor Use. Automatically resets clock after power failures and for daylight savings time (if required). Precision Quartz Time base 4 minutes per year maximum drift. Optional GPS – no drift. Built in 100 year daylight savings time calendar. 2 Line 16 character back lighted LCD display. ETL listed to UL 863. Power Failure Event logging. Standard MI output – 4 clocks maximum standard. Standard 24VDC RP output -20 clocks maximum. Sweep Second hand output. Hour Strike Capability. RS-232 and RS-485 output ports. 24 VAC hour strike output – configurable pulse output. Mounted in clock base by Manufacturer.

GPS Satellite Receiver to enable clock to synchronize with National Bureau Standard Atomic Clock. This will provide time accurate to 1 microsecond 1×10^{-6} . To be mounted on top of clock head by Manufacturer.

Stainless steel anchor rods, full size templates and foundation detail drawings.

All of the above **Option One** for the net (BUY) price of \$15,304.00, plus \$690.00 shipping and handling to Berwyn, IL zip code 60402. This price does not include any sales taxes.

Raised aluminum header plaques, highlighted in gold, are available for an additional \$1,310.00 – *please specify text if desired when ordering.*

Option Two – Large 4-Dial Howard Post Clock

- (1) **Complete Large Four-Dial E. Howard Post Clock Replica**, with an electronic reset control in the base. Cast aluminum post, minimum 3/8" thick wall with removable door. Cast aluminum top head assembly, saddle, spike and ornamental top. Clock to be an authentic historical reproduction of the Howard four dial post clock. Total overall height to be 15'-6". No fiberglass to be used.

All exterior parts of the clock to have an exterior grade, polyurethane painted finish, *please specify color from our Standards.* Our standard painted finishes are: medium or dark bronze (matches Duranodic #312 & #313), off-white, matte-black, satin aluminum, forest green, red, bright white or gold. Gold painted highlighting to accent the casting detail at no additional charge.

Black dial markings, and clock hands, *please specify Styles.* Hands to be made of aluminum with non-corrosive bronze bushings.

Features also include: Style B28G7-MI clock movements. All bearing surfaces to be made of self-lubricating materials, as periodic lubrication will then not be required. All parts to be made of non-corrosive metals such as brass and stainless steel.

Flat milky-white 1/4" acrylic dials. Dials to be back lighted with fluorescent illumination. Illumination to be controlled by a photoelectric cell.

Flat clear tempered glass crystals provided for the protection of the clock faces and hands.

Type CTRL-99BMI, Automatic Clock Controller with IP65 enclosure – Indoor & Outdoor Use. Automatically resets clock after power failures and for daylight savings time (if required). Precision Quartz Time base 4 minutes per year maximum drift. Optional GPS – no drift. Built in 100 year daylight savings time calendar. 2 Line 16 character back lighted LCD display. ETL listed to UL 863.

Power Failure Event logging. Standard MI output – 4 clocks maximum standard. Standard 24VDC RP output -20 clocks maximum. Sweep Second hand output. Hour Strike Capability. RS-232 and RS-485 output ports. 24 VAC hour strike output – configurable pulse output. To be located in base of clock by Manufacturer.

GPS Satellite Receiver to enable clock to synchronize with National Bureau Standard Atomic Clock. This will provide time accurate to 1 microsecond 1×10^{-6} . To be located on top of clock head by Manufacturer.

Stainless steel anchor rods, full size templates and foundation detail drawings.

All of the above **Option Two** for the net (BUY) price of \$21,894.00, plus \$1,205.00 shipping and handling to Berwyn, IL zip code 60402. This price does not include any sales taxes

Raised aluminum header plaques, highlighted in gold, are available for an additional \$1,500.00 – *please specify text if desired when ordering.*

Since this equipment is custom built, on orders over \$1000.00 we require a 40% deposit. Delivery for **Option One** is typically 10 to 12 weeks and for **Option Two** is typically 12 to 15 weeks after receipt of purchase order, deposit and release, F.O.B., Medfield, MA. Please see enclosed Standard Terms and Conditions of Sale.

If I can be of any further assistance please let me know.

Sincerely,

Meghan E. Carty
MeghanE.Carty@electrictime.com



Standard Terms & Conditions of Sale

97 West Street, P.O. Box 466

Medfield, MA 02052 USA

(p) 508.359.4396 (f) 508.359.4482

www.electrictime.com

TAXES Unless otherwise stated, prices are exclusive of applicable sales, excise or similar taxes of federal, state or local government. As a Massachusetts corporation, we collect only Massachusetts taxes. Any other applicable taxes must be reported and paid directly by the purchaser.

INSURANCE Any insurance requirements made by you which result in an expense to Electric Time Co., Inc., will be in addition to any published or quoted prices. Copies of insurance certificates are available on request. To be named as an additional insured for a specific project, there will be an additional \$250.00 one-time charge.

PRICES All prices are in U.S. dollars and payment is to be in U.S. dollars. Unless otherwise stated, if we provide a written quotation, we hold quoted prices for 90 days. Prices are subject to change without notice. It is our policy not to review and execute contracts for orders under \$25,000.

SHIPMENTS Unless otherwise stated, all shipments are made F.O.B., Medfield, MA, USA. All quoted lead times are approximate based upon current and projected work loads. Shipments will be made the least expensive and fastest way, taking into consideration the delivery and urgent need of your order, unless otherwise stated on your order. Prepaid freight charges will be added to invoices.

CLAIMS Upon acceptance from Electric Time Co., Inc. by the carrier, the material becomes the property of the consignee. All claims for damage, breakage or loss, concealed or obvious, must be made to the carrier by the consignee. Claims of short shipment must be made to Electric Time Co., Inc. within five (5) days of receipt of material.

PAYMENT Orders under \$1,000.00 from customers without established credit will be shipped C.O.D. unless full payment accompanies order. Since all the equipment we manufacture is custom built, we require a 40% deposit on any order over \$1,000.00. To establish an account with us, we require a three credit references and the name of your bank with full addresses. If you do not care to open an account, we can ship upon receipt of final payment, or C.O.D. All payments are due NET 10 days upon receipt of invoice. Final payment is due within 30 days after shipment of clocks invoiced. After 30 days, there will be a 1-1/2% interest charge per month on any unpaid balance. Minimum invoice charge is \$55.00. For international sales, payment is to be made by wire transfer to:
Bank ABA #: 211371227 Recipient's Account #: 162162285

Bank name & Address: Middlesex Savings Bank Recipient's Name & Address: Electric Time Co., Inc
36 Summer Street 97 West Street P.O. Box 466
Natick, MA 01760 Medfield, MA 02052 USA

WARRANTY All equipment is sold subject to the mutual agreement that it is warranted by Electric Time Co., Inc. to be free from defects of material and construction, but our liability in connection with it shall be limited to replacing or repairing without charge at our factory any material or construction defects which become apparent within three years from the date on which new equipment is shipped, that we shall have no liability for damages of any kind arising from the installation and/or use of the apparatus by anyone, and that the purchaser by the acceptance of the equipment will assume all liability for any damages which may result from its use or misuse by the purchaser, his or its employees or by others. There is no guarantee or warranty or liability except as here stated.

RETURNS Since most of our clocks are custom built, in general, returns are not accepted. Standard stock items may be returned for credit, subject to inspection and acceptance, if prior authorization has been obtained from Electric Time Co., Inc. There will be a 20% restocking charge on all standard catalog items.

FINISHES Our standard paint colors are matte black, off-white, bright-white, satin aluminum, medium bronze (matches Duranodic #312), dark bronze (matches Duranodic #313), forest green, gold and red. Other colors and finishes are available at additional cost.

Electric Time Co.

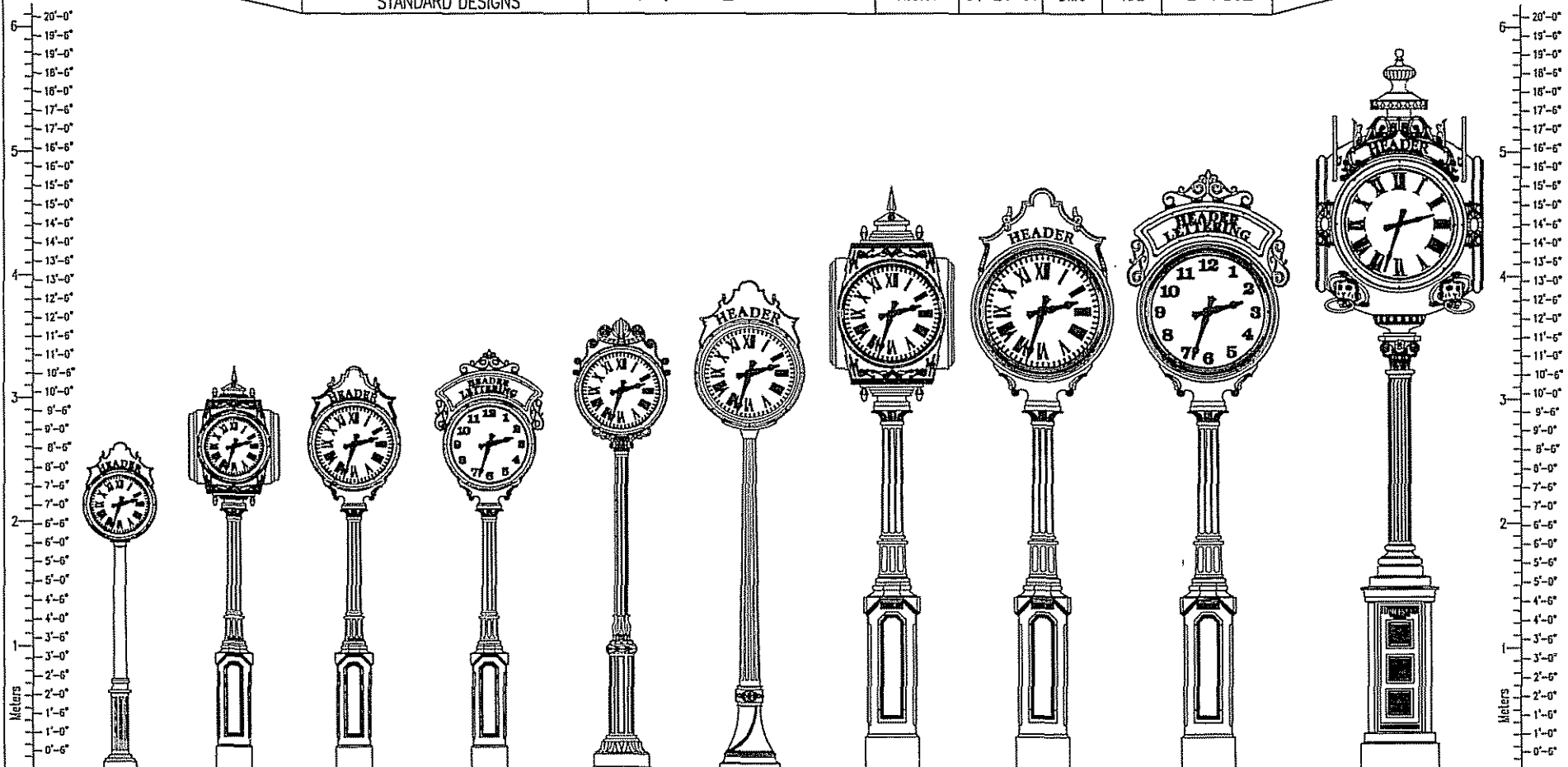
2007 Post Clock Price List

<p>SETH THOMAS POST CLOCK- 4-DIAL* \$40,717.00</p> <p>PART# PSTCLK-SETHTHOMAS 19' (5.79 Meters) Net Weight: 1900lbs(861kg)</p> <p>OPTIONS:</p> <p>Hourly Chime with extended music (E1002-EX) \$4,750.00 (speakers in head of clock - control in base)</p> <p>23K Gold Leaf Highlighting \$6,800.00</p> <p>Black on White Dials (Black painted clock only) n/c</p> <p>Raised Header lettering n/c</p> <p>Custom Dial Lettering (text only) n/c</p>	<p>LARGE HOWARD POST CLOCK- 2-DIAL* \$16,280.00</p> <p>PART# PSTCLK-LG2HOWARD 15'6" (4.72 Meters) Net Weight: 540lbs(245kg)</p> <p>OPTIONS:</p> <p>23K Gold Leaf Highlighting \$2,900.00</p> <p>Illuminated Header \$3,400.00</p> <p>Custom Raised Aluminium Header Lettering \$300.00</p> <p>Custom Raised Aluminium Header Lettering & Saddle Lettering \$390.00</p> <p>Custom Dial Lettering (text only) n/c</p>
<p>LARGE HOWARD POST CLOCK- 4-DIAL* \$21,894.00</p> <p>PART# PSTCLK-LG4HOWARD 15'6" (4.72 Meters) Net Weight: 830lbs(376kg)</p> <p>OPTIONS:</p> <p>Hourly Chime with extended music (E1002-EX) \$4,750.00 (speakers in head of clock - control in base)</p> <p>23K Gold Leaf Highlighting \$3,800.00</p> <p>Black on White Dials (Black painted clock only) \$650.00</p> <p>Headers 4 Total (including lettering cost) \$1,500.00</p> <p>Custom Dial Lettering (text only) n/c</p>	<p>SMALL HOWARD POST CLOCK- 2-DIAL* \$10,953.00</p> <p>PART# PSTCLK-SM2HOWARD 10'9" (3.27 Meters) Net Weight: 275lbs(125kg)</p> <p>OPTIONS:</p> <p>23K Gold Leaf Highlighting \$2,800.00</p> <p>Illuminated Header \$3,035.00</p> <p>Custom Raised Aluminium Header Lettering \$300.00</p> <p>Custom Raised Aluminium Header Lettering & Saddle Lettering \$390.00</p> <p>Custom Dial Lettering (text only) n/c</p>
<p>SMALL HOWARD POST CLOCK- 4-DIAL* \$15,304.00</p> <p>PART# PSTCLK-SM4HOWARD 10'9" (3.27 Meters) Net Weight: 395lbs(179kg)</p> <p>OPTIONS:</p> <p>23K Gold Leaf Highlighting \$3,600.00</p> <p>Headers 4 Total (including lettering cost) \$1,310.00</p> <p>Custom Dial Lettering (text only) n/c</p>	<p>FRENCH QUARTER- 2-DIAL \$8,132.00</p> <p>PART# PSTCLK-FRENCH-HOW 13' (3.96 Meters) Net Weight: 300lbs(136kg)</p> <p>OPTIONS:</p> <p>23K Gold Leaf Highlighting \$1,500.00</p> <p>Remote Reset Control (located remotely or in clock head) \$1,245.00</p> <p>Custom Raised Aluminium Header Lettering \$300.00</p> <p>Custom Dial Lettering (text only) n/c</p>
<p>LUCERNE- 4-DIAL* \$25,937.00</p> <p>PART# PSTCLK-4LUCERNE 16'1" (4.9 Meters) Net Weight: 830lbs(376kg)</p> <p>OPTIONS:</p> <p>23K Gold Leaf Highlighting \$3,800.00</p> <p>Custom Dial Lettering (text only) n/c</p>	<p>PROVIDENT- 2-DIAL \$12,245.00</p> <p>PART# PSTCLK-PROVIDENT 12' (3.65 Meters) Net Weight: 224lbs(102kg)</p> <p>OPTIONS:</p> <p>23K Gold Leaf Highlighting \$2,300.00</p> <p>Remote Reset Control (located remotely or in clock head) \$1,245.00</p> <p>Custom Dial Lettering (text only) n/c</p>
<p>O.B. McCLINTOCK- 4-DIAL* \$32,167.00</p> <p>PART# PSTCLK-4MCCLINTOCK 13' (3.96 Meters) Net Weight: contact factory</p> <p>OPTIONS:</p> <p>23K Gold Leaf Highlighting \$3,200.00</p> <p>Custom Dial Lettering (text only) n/c</p>	<p>THE COURTYARD- 2-DIAL \$5,717.00</p> <p>PART# PSTCLK-COURTYARD 8'10" (2.71 Meters) Net Weight: 150lbs(68kg)</p> <p>OPTIONS:</p> <p>23K Gold Leaf Highlighting \$1,500.00</p> <p>Remote Reset Control (located remotely or in clock head) \$1,245.00</p> <p>Custom Raised Aluminium Header Lettering \$300.00</p> <p>Custom Dial Lettering (text only) n/c</p>
<p>BOLLARDS - CAST IRON SET \$4,528.00</p> <p>PART# CAST-BOLLARD-HOWARD-IRON-SET 4'1-1/4" (1.25 Meters) Net Weight: 60lbs. (27.2kg)</p> <p>OPTIONS:</p> <p>Cast Aluminum (net weight 40lbs/18.1kg) \$926.00</p> <p>32' Chain & Fasteners (9.75meters) n/c</p>	<p>KENSINGTON- 2-DIAL \$14,329.00</p> <p>PART# PSTCLK-2KENSINGTON 15' (4.56 Meters) Net Weight: 489lbs(221kg)</p> <p>OPTIONS:</p> <p>Remote Reset Control (located remotely or in clock head) \$1,245.00</p> <p>Custom Dial Lettering (text only) n/c</p>
<p>* Control in base & GPS receiver included.</p>	
<p>All orders are subject to Electric Time Company, Inc.'s Standard Terms and Conditions in effect at that time of order. Prices include stainless steel anchor rods. Standard Power requirement: 115 Volts, 60 Hertz, other voltages and frequencies are available.</p>	
<p>97 West Street, Medfield, MA 02052, USA p.508 359 4396 f.508 359 4482 http://www.electrictime.com</p>	
	<p>O.B. McCLINTOCK- 2-DIAL \$19,959.00</p> <p>PART# PSTCLK-2MCCLINTOCK 14'6" (4.42 Meters) Net Weight: contact factory</p> <p>OPTIONS:</p> <p>23K Gold Leaf Highlighting \$2,800.00</p> <p>Custom Dial Lettering (text only) n/c</p> <p>Remote Reset Control (located remotely or in clock head) n/c</p>

PATH M:\ACAD10\B-7502.DWG
 TITLE POST CLOCK DATA SHEET
 STANDARD DESIGNS



REVISIONS:
 SCALE N.C.S. DATE 04-24-01 DRAWN DMC APP'Y TDE DRAWING: B-7502



COURTYARD	SMALL HOWARD	SMALL HOWARD	SMALL HOWARD w/ ILLUMINATED HEADER	PROVIDENT	FRENCH QUARTER	HOWARD	HOWARD	HOWARD w/ ILLUMINATED HEADER	SETH THOMAS
2 Dial Face: "A1" Hands: "WS" Detail: A-5583 Fndt: ES-927	4 Dial Face: "A1" Hands: "WS" Detail: A-5586 Fndt: A-5095	2 Dial Face: "A1" Hands: "WS" Detail: A-5585 Fndt: A-5095	2 Dial Face: "T" Hands: "WS" Detail: A-6079 Fndt: A-5095	2 Dial Face: "A1" Hands: "WS" Detail: A-5584 Fndt: A-5534	2 Dial Face: "A1" Hands: "WS" Detail: A-5588 Fndt: A-4336	4 Dial Face: "A1" Hands: "WS" Detail: A-5590 Fndt: A-6570	2 Dial Face: "A1" Hands: "WS" Detail: A-5591 Fndt: A-6570	2 Dial Face: "T" Hands: "WS" Detail: A-6823 Fndt: A-6570	4 Dial Face: "F1" Hands: "FS" Detail: A-5592 Fndt: A-5597



STREET CLOCK ORDER FORM

THE VERDIN COMPANY
444 READING ROAD - CINCINNATI, OHIO - 45202
PHONE: (513) 241-4010 FAX: (513) 241-1855 TOLL FREE: 1-800-543-0488
www.VERDIN.COM

DATE: January 16, 2009

SOLD TO: The Berwyn Development Corporation
CONTACT: Evan Summers
ADDRESS: 3322 Oak Park Avenue
CITY: Berwyn
STATE: Illinois ZIP: 60402
TELEPHONE: (708) 788-8100 FAX:

INSTALL AT: The Berwyn Development Corporation
CONTACT: Evan Summers
ADDRESS: 3322 Oak Park Avenue
CITY: Berwyn
STATE: IL ZIP: 60402
TELEPHONE: (708)788-8100 FAX:

Main order form table with columns for QTY. and NOTES. Includes sections for MODEL (Two-Face, Four-Face, Courtyard, Dial Face, Clock Color, Accent Painting, Custom Header, Light Panels, Custom Clock), VERDIN MASTER CLOCK CONTROLLER, CHAMBER CARILLON, OTHER OPTIONS, INSTALLATION, FREIGHT, APPROXIMATE DELIVERY DATE, and a detailed pricing table with options and a subtotal.

Purchaser _____

Sales Representative _____

Authorized Signature
By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order.

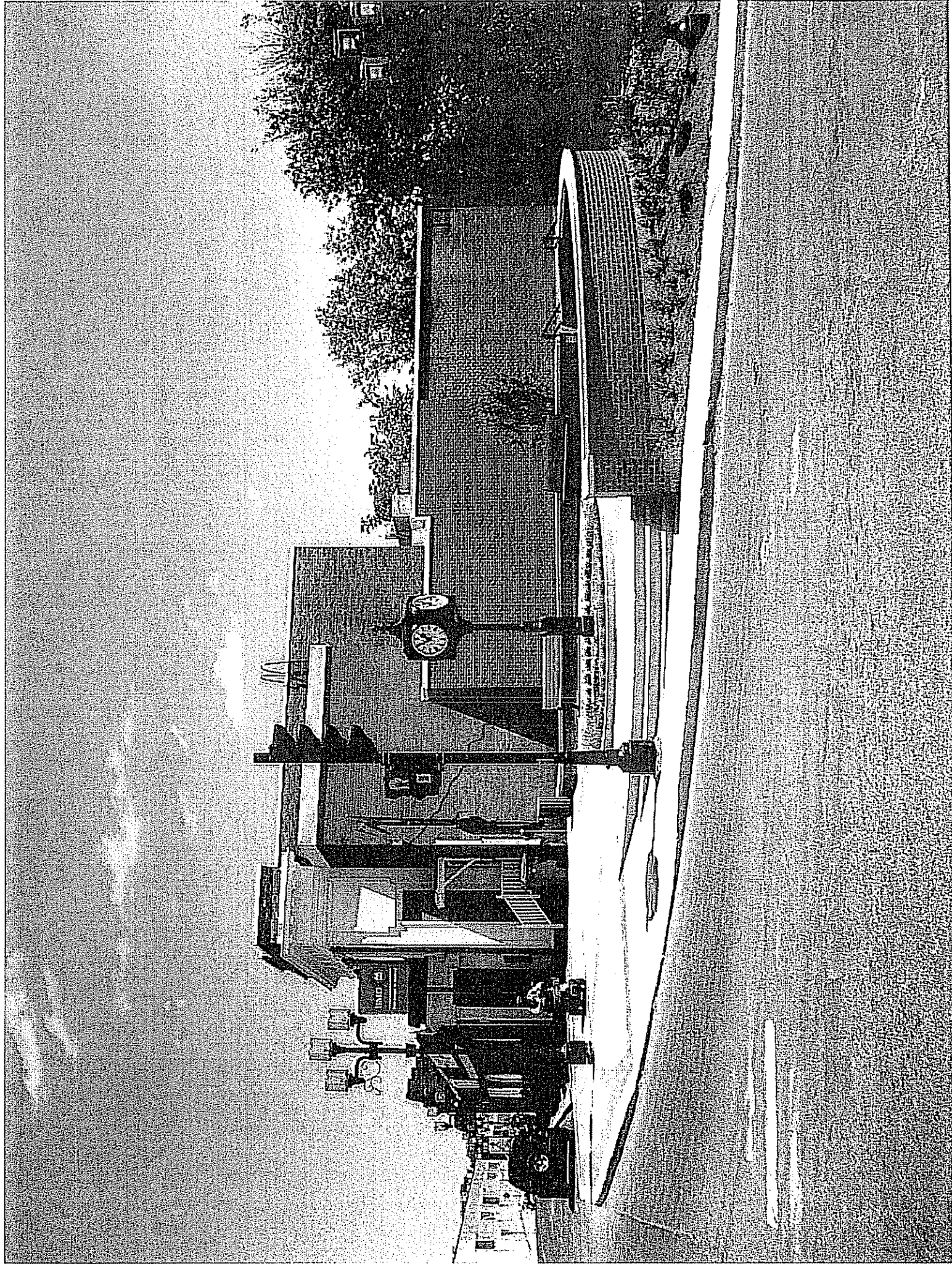
Authorized Signature
Order not binding until signed by authorized Verdin representative.

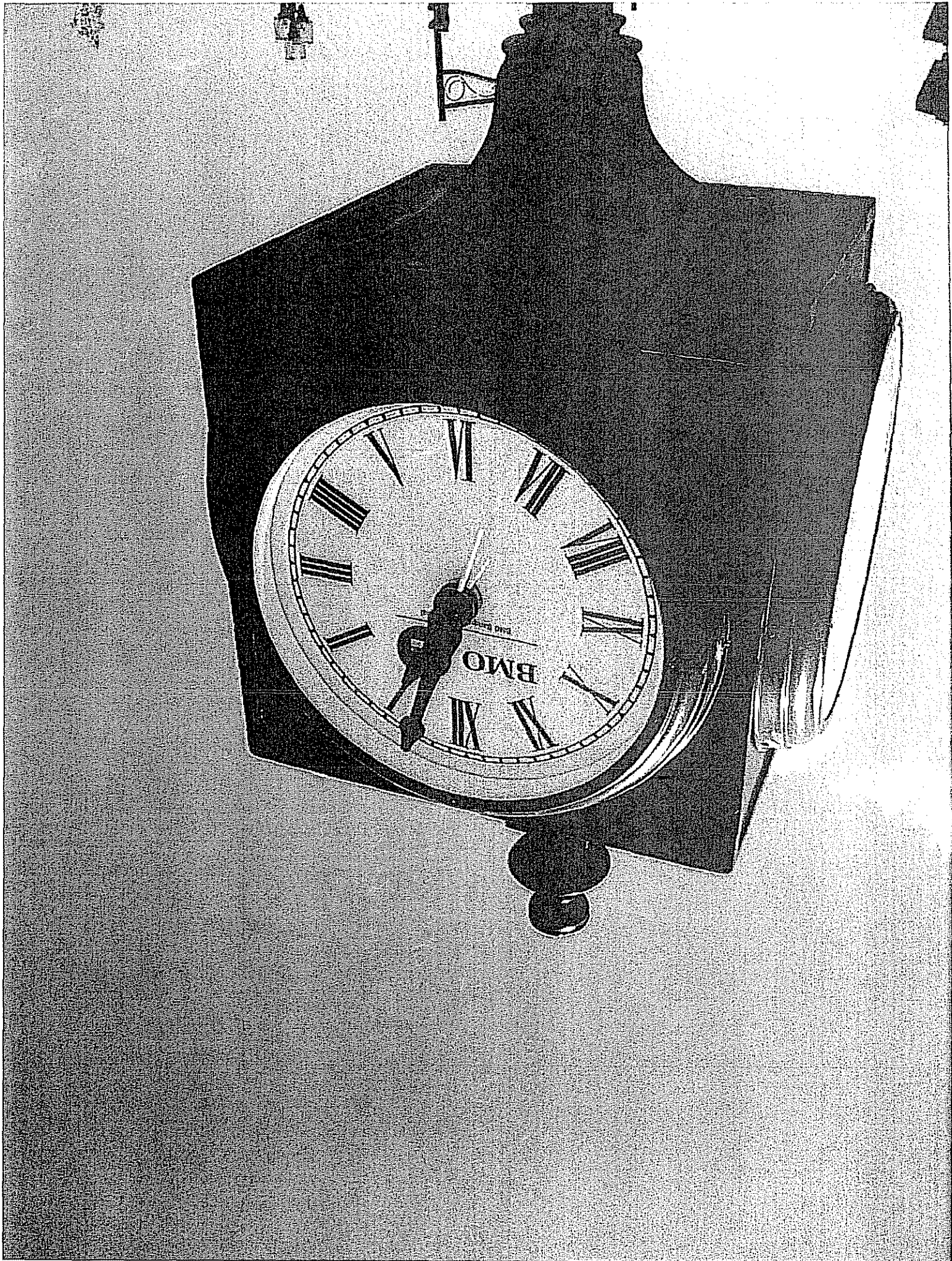
Title _____ Date _____

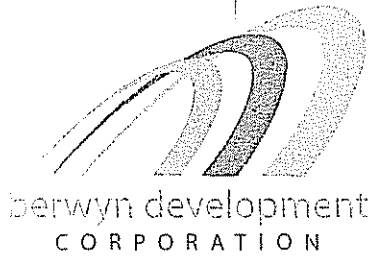
Title _____ Date _____

ADDITIONAL TERMS AND CONDITIONS

1. **PURCHASE PRICE AND PAYMENT TERMS.** The total purchase price paid by Purchaser under this Agreement shall be the amount shown on the Order Form plus the price of any Options accepted by Purchaser (the "Purchase Price"). Payment by Purchaser to Verdin for the Products specified on the Order Form (the "Products") shall be made in U.S. dollars. Unless otherwise agreed to by the parties, payment terms are 50% down with Order, with the balance due upon delivery or installation in the event that Verdin is responsible for installation. In no event shall Verdin be required to begin performance of its responsibilities under this Agreement until it has received the deposit.
2. **CHANGE ORDERS.** Verdin, in its discretion, may accept any additions, deletions, or changes to this Agreement without invalidating this Agreement, provided that all such changes are authorized by a written amended purchase order signed by Purchaser and Verdin (the "Change Order"). Such Change Order shall specify any additional charges (or credits) to the Purchaser and the payment terms for such charges. The Change Order shall become effective only upon acceptance by an authorized Verdin representative.
3. **FREIGHT.** Unless otherwise specified on the Order Form, the Purchase Price is F.O.B. Verdin's manufacturing facility in Cincinnati, Ohio, and does not include freight charges. Purchaser shall be responsible for all freight charges associated with (i) shipment of the Products to Purchaser, or (ii) shipment of any equipment from Purchaser to Verdin's manufacturing facilities. Such charges shall be added to Purchaser's final invoice.
4. **DELIVERY AND STORAGE OF PRODUCTS.** Verdin shall not be liable for delays in delivery, defaults, or breaches resulting directly or indirectly from flood, fire, strikes, labor disputes, or other items beyond the control of Verdin. If the Purchaser, for any reason other than Verdin's failure to supply the Products in accordance with the terms of this Agreement, requests that Verdin postpone delivery of the Products beyond the Delivery Date, Verdin will store the finished Products for the Purchaser at Verdin's facility free of charge for 30 days after the Delivery Date. After such time, Verdin may charge Purchaser a storage fee of \$250.00 per month for storing the Products.
5. **VERDIN INSTALLATION.** If Purchaser elects to have Verdin install the Products, Verdin shall provide the labor and equipment necessary to complete installation; provided, however, that Purchaser shall provide at its own expense the following items and services: (i) off-loading and safe storage of the Products at the Job Site; (ii) sufficient access (exterior or interior) to the area in which the Products will be installed, including safe ladders or lift equipment; (iii) construction of any platforms, bracing, or other support required to safely secure the area in which the Products will be installed; (iv) removal of any debris at the Job Site that could interfere with the installation; (v) any cranes, lifts, or hoists required to move or install the Products at the Job Site; (vi) all necessary electrical wiring in accordance with specifications furnished by Verdin, including all final connections to terminal strips, striker leads, mounting of electrical panels, or splicing of wires; (vii) any permits, licenses, or stamps of engineering approval, and (viii) any necessary civil, structural, or electrical engineering services.
6. **VERDIN-SUPERVISED INSTALLATION.** If Purchaser elects to have Verdin supervise the installation of the Products, Verdin shall be responsible for providing the following items and services required to perform the installation: (i) general supervision and direction at the job site by one Verdin service technician; (ii) programming for all electronic control Products supplied by Verdin; and (iii) final check-off of all Products to confirm proper working order. Purchaser shall be responsible for providing at its own expense the following items and services required to perform the installation: (i) all items specified in Section 5(i)-(viii) above; (ii) all necessary labor, tools, and equipment to perform the installation; and (iii) all preparatory and clean-up work at the job site.
7. **ADDITIONAL INSTALLATION FEES.** If any of the Products cannot be installed on the installation date for any reason other than the failure of Verdin to supply the Products in accordance with the terms of this Agreement, Purchaser shall be responsible for paying any additional costs or expenses incurred by Verdin resulting from such delay, including without limitation, the fees or wages of Verdin's installation representatives, travel and lodging/meal costs, equipment rental costs, storage costs, or mobilization costs at the Job Site. If the delay in installation is such that Verdin's service technician(s) is required to return to the Job Site on a future date, Verdin shall charge the Purchaser an additional fee for installation services, and shall notify the Purchaser of such additional fee prior to performing the installation.
8. **LIMITED WARRANTY.** Verdin warrants the street clock to be free from defects in materials and workmanship for three years following the installation, provided it is maintained in accordance with instructions provided by Verdin. Purchaser's exclusive remedy for any nonconformities or defects in the Products within the warranty period will be limited to the repair or replacement, at Verdin's discretion, of any nonconforming or defective Products. Verdin shall have a reasonable time to repair or replace any nonconforming or defective Products, including the time for the manufacture of replacement Products or replacement parts for such Products. This warranty is not applicable to any misuse, neglect, or natural disaster, such as lightning or fire. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **NO LIABILITY FOR DAMAGES.** IN NO EVENT SHALL VERDIN BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **TAXES.** The Purchase Price does NOT include sales tax or any other tax. Purchaser shall be responsible for paying all sales, use, excise, or other taxes that may apply to the purchase of the Products or services under this Agreement. Such taxes will be added to Purchaser's final invoice. If Purchaser has a tax exemption certificate, Purchaser will provide it to Verdin upon signing this Agreement.
11. **LATE FEE.** Verdin reserves the right to charge Purchaser a late payment penalty fee equal to ten percent (10%) of the amount of all invoices that are not paid within thirty (30) days of their due date under this Agreement.
12. **ACCEPTANCE.** This Contract is subject to the approval and acceptance of an authorized representative of the home office of THE VERDIN COMPANY unless otherwise specified.
13. **GOVERNING LAW.** The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.
15. **COUNTERPARTS.** This Agreement may be executed in several counterparts, and all counterparts shall constitute one and the same instrument.







E-2

January 27, 2009

Mayor Michael O'Connor
Members of the Berwyn City Council

Ladies and Gentlemen:

The Berwyn Development Corporation is requesting approval for their 2009 annual events. The dates are as follows:

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Bloom 'n Zoom	Sat, 5/9	8am-2pm	Citizens Bank Lot
Great American Mutt Show/BIFF featuring Dock Dogs	Fri., 5/15-Sun., 5/17	4pm Fri.-7pm Sun.	Morton West High School
Depot District Clean Sweep Garage Sale **rain date**	Sat., 6/13 Sat., 6/20	8am-12pm	Citizens Bank Lot
Cruise Nite	Tues., 6/2	6pm-9pm	Depot Area
Cruise Nite	Tues., 6/16	6pm-9pm	Depot Area
Cruise Nite	Tues., 7/7	6pm-9pm	Depot Area
Cruise Nite	Tues., 7/21	6pm-9pm	Depot Area
Cruise Nite	Tues., 8/18	6pm-9pm	Depot Area
Roosevelt Road Summer Street Fair	Sat., 8/15	TBD	Roosevelt Road
Oktoberfest	Fri., 9/11	6pm-11pm	Depot Area
Oktoberfest	Sat., 9/12	12pm-11:00pm	Depot Area
Rt. 66 Car Show	Sat., 9/19	10am-4pm	Ogden Avenue
Festival of Lights	Sat., 12/12	4pm-9pm	Depot Area

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

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

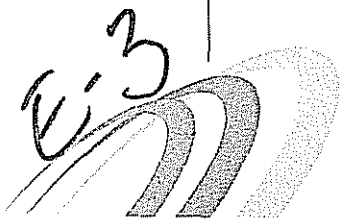
Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'A. Griffin', is written over a faint, larger version of the signature.

Anthony Griffin, Executive Director,
Berwyn Development Corporation

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



berwyn development
CORPORATION

January 27, 2009

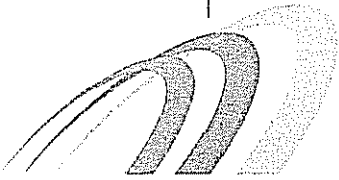
Mayor Michael O'Connor
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402

Re: Parking Structure Construction- Potential Caisson Related Change Order

Approximately a little more than one week ago, one of the foundation caissons' was found to have settled further into the soil than it should have. Upon finding this, all installation reports were reviewed and a site review was done by the Owner's Representative, the City's Materials Testing/Geotechnical Services (Terracon), Walker Parking and our GC (Power) on the project. Based off the original environmental reports and all other review methods no error seems to have taken place and rather it is a case of odd soil settling. Because the caisson is a foundation element and is supporting the entire structure immediate action needs to be taken.

After discussing with all parties it was decided that there is most likely an issue with the soil at that particular caisson location which could have caved causing the settling. In order to be sure of the cause and to determine the best solution, additional geotechnical tests have been ordered and will take three days to complete beginning Tuesday, January 27. These tests will consist of two borings into rock, therefore if the cause is soil settling we will have the information needed to determine a solution using the rock base as opposed to relying on the soil. We will also be doing a coring of the caisson to determine what the cause of the settling could be. We are hoping that these tests will be the only necessary procedures. However, in an effort to reduce potential costs down the line we may need to do one additional test (TDR) to further determine what the cause of the settling is and test other caissons to ensure they will not have settling issues further into construction. The additional test requires access to the top of the caissons, which per the construction schedule were to be covered in concrete beginning on January 22. For this reason we will have to temporarily stop construction for one to two weeks, until all the testing is done and a solution determined. The cost to remove the concrete once poured would be tremendously more expensive in terms of procedure and man hours. It was originally thought construction could continue during this process; however as of late Wednesday that is not an option.

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



berwyn development
CORPORATION

Because we are trying to limit construction shut down to as minimal time as possible, I am preemptively asking for approval consideration on the following items as opposed to delaying until the next council meeting. At this time we still have approximately \$2 million in the construction budget which has not been allocated, giving us a comfortable project contingency.

1. I am asking for council's consideration to release an amount not to exceed \$242,805 from the construction budget to address the caisson change order. Assuming the problem is isolated to this single caisson this will be an appropriate amount to cover the expense.
2. I am asking for council's consideration to release an amount not to exceed \$90,000 from the construction budget to put towards the Walker Parking Consultants budget. The pre-construction phase was longer than anticipated, in addition there will be costs associated with the review and redesign of the caisson issue.
3. I am asking for council's consideration to release an amount not to exceed \$28,772 from the construction budget, only if the geotechnical test results indicate further TDR testing is necessary. I am also asking for council's consideration to approve the scope of services contract associated with the TDR testing from the company AECOM.

Attached, for review, are the Owner's Representative recommendations regarding the above issues and the contract for AECOM, who would perform the TDR testing.

Respectfully Submitted,

Sara A. Bratcher
Senior Urban Planner
Berwyn Development Corporation

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

alfred benesch & company

Engineers • Surveyors • Planners

205 North Michigan Avenue • Suite 2400 • Chicago, IL 60601-5927
312-565-0450 • Fax: 312-565-2497 • www.benesch.com

January 22, 2009

Ms. Sara Bratcher, Senior Urban Planner
Berwyn Development Corporation
3322 S. Oak Park Avenue
Berwyn, IL 60402

Subject: Berwyn Municipal Parking Structure
Projected Additional Project Costs
Benesch Reference No. 3964

Dear Ms. Bratcher:

As requested, Benesch has prepared a summary of certain projected additional costs to the Berwyn Municipal Parking Structure construction project, as follows and as shown in the enclosed table. These projections are based on estimates from Power Construction (Contractor), Terracon (Testing Agency and Geotechnical Engineer), AECOM (testing agency with specialized expertise) and Walker Parking Consultants (Architect). The amounts are not exact, but rather "order of magnitude" estimates, because there are significant unknowns associated with one of the deep foundations (Caisson B-11). The intent has been to include enough to cover all reasonable possibilities, with the hope that final costs may be less.

1. **\$242, 805** for an anticipated repair or functional replacement of Caisson B-11, which has settled more than a foot. The cause is unknown. A geotechnical investigation is planned, so that an informed decision may be made on how to proceed and whether other caissons on the project may be similarly affected. Because caissons support all the rest of the structure, it is extremely important to be sure they will perform as designed before proceeding. Repair of caisson problems that might be discovered after the structure is complete would be far more difficult and costly to repair than if they addressed now. The cost of the geotechnical investigation has been previously allocated. However this repair cost includes some work the Contractor's must perform to support the investigation.
2. **\$90,000** to cover the Architect's costs through the remainder of the project. This figure covers design of the repair of Caisson B-11, as well as other costs that were not anticipated, such responding to an unusually large number of questions from bidders during the bid phase, and making revisions based on requests from the Fire Department, the City's consulting engineer and the MWRD.
3. **\$28, 772** for additional geotechnical investigation of caissons on the project, if warranted by the initial investigation. If there is evidence in the first test results that indicate other caissons may be impaired, it would be prudent to perform non-destructive testing (TDR) on up to ten of them. AECOM is expert in TDR.

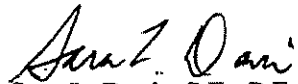
Ms. Sara Bratcher, Senior Urban Planner
January 22, 2009
Page 2

Since a significant portion of the above cost projections depend on the results of the initial geotechnical investigation, it is impossible to accurately predict what final costs will be. The figures above are based on the best information we have at present.

We recommend that funds be allocated for the above cost projections. That will enable work on the project to proceed with the least amount of costly delay. We will make every effort to keep costs as low as prudently possible as the investigations and subsequent work proceeds.

Please do not hesitate to contact me if you have any questions or need additional information.

Yours truly,



Sara L. Davis, S.E., P.E.
Resident Project Manager

Enclosure

**Berwyn Municipal Parking Structure
3320 South Grove Avenue
Berwyn, Illinois**

**Projected Additional Project Costs
January 22, 2009**

Totals per Items Requested by BDC:

1. *	Power - Caisson fix, including preparation and support for initial geotechnical investigation		\$242,805
2.	Walker - Fees, including design of caisson fix		\$90,000
3. *	Power, Terracon, AECOM - Potential additional geotechnical investigation		\$28,772

* Note that these are "order of magnitude estimates" based largely on initial estimates from the contractor. They include some work that may not be called for or approved for payment, when change orders are negotiated. The projected durations may be reduced if all goes well.

alfred benesch & company

Confirmation and Agreement Terms and Conditions

Billings and Payments

AECOM shall submit invoices monthly for services performed and expenses incurred and not previously billed. Payment is due upon Client's receipt of invoice. For all amounts unpaid after 30 days from the invoice date, as set forth on AECOM's invoice form, the Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement.

The Client's obligation to pay for the services performed by AECOM under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reasons, or contingency.

Right of Access

If the scope of services includes, or is amended to include, the performance of exploratory borings or test pit excavations, Client will furnish to AECOM all diagrams and other information in their possession or reasonably attainable by Client, indicating the location and boundaries of the site and subsurface structures (pipes, tanks, cables, sewers, other utilities, etc.) in such detail as to permit identifying, in the field, boring/test pit locations, which will avoid interferences with any subsurface structures. Client shall indemnify and hold AECOM harmless from liability on account of damage to subsurface structures, the locations of which are not indicated or are incorrectly indicated by the information provided by the Client.

AECOM reserves the right to deviate a reasonable distance from prescribed or selected exploratory boring or test pit locations. AECOM shall take reasonable precautions to minimize damage to the site due to its operations, but AECOM has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. At the Client's request and for an additional fee, AECOM will, to the extent reasonably practicable, restore the site to conditions substantially similar to those existing prior to AECOM operations.

Acceptance

If AECOM is given verbal or written notification to proceed, without first receiving a signed copy of this Confirmation and Agreement, it will be mutually understood that Client and AECOM will, nonetheless, be contractually bound by this Confirmation and Agreement, even in the absence of written acceptance by Client. A signed copy of this Confirmation and Agreement must be returned to AECOM before a written report can be submitted.

Safety

It is understood and agreed that, with respect to Project site health and safety, AECOM is responsible solely for the safe performance by its field personnel of their activities in performance of the required services. It is expressly agreed that AECOM's professional services hereunder do not involve any responsibility for the protection and safety of persons on and about the Project nor is AECOM to review the adequacy of job safety on the Project. It is further understood and agreed, and not in limitation of the foregoing, that AECOM shall not be in charge of, and shall have no control or responsibility over any aspect of the erection, construction, or use of any scaffolds, hoists, cranes, stays, ladders, supports, or other similar mechanical contrivances or safety devices as defined and interpreted under any structural work act or other statute, regulation, or ordinance relating in any way to Project safety.

Client shall provide, at its expense, facilities and labor necessary to afford AECOM field personnel access to sampling, testing, or observation locations in conformance with federal, state, and local laws, ordinances, and regulation specifically, including, but not limited to regulations set forth in OSHA 29 CFR 1926.

Samples

AECOM reserves the right to discard samples immediately after testing. Upon request, the samples will be shipped, (shipping charges collected) or stored at the rate indicated in the Fee Schedule.

Standard of Care

AECOM represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.

NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE, OR INTENDED BY THE RENDITION OF CONSULTING SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.

AECOM is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities at the Project site; or supervising, directing, controlling, or otherwise being in charge of the actual work of the contractor, its subcontractors, or other materialmen or service providers not engaged by AECOM.

Hazardous Substances

It shall be the duty of the Client to notify AECOM of any known or suspected hazardous substances or constituents which are or may be present at or contiguous to the Project site or which may otherwise affect the services to be provided. Such hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the

environment whether contained in a product, material, by-product, waste, or sample and whether it exists in a solid, liquid, semi-solid, or gaseous form. The Client shall notify AECOM of all such hazardous substances of which it has knowledge or which it reasonably suspects exist upon entering into this agreement. Thereafter, disclosure and notification to AECOM shall be required as soon as practicable upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed hazardous substances.

Following disclosure as set forth in the preceding paragraph, or if any hazardous substances or conditions are discovered or reasonably suspected by AECOM after its services are undertaken, AECOM may, at its discretion, suspend its services until reasonable measures have been taken at the Client's expense to protect AECOM's employees from such hazardous substances or conditions. Whether or not AECOM suspends its services in whole or in part, the Client and AECOM agree that the scope of services, terms and conditions schedule, and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition, or AECOM may, at its discretion, terminate the Agreement. In the event that this Agreement is terminated pursuant to this Section, the Client shall pay AECOM for all services rendered prior to termination and all termination expenses.

Allocation of Risk

It is agreed that the Client's maximum recovery against AECOM for the professional services performed under this agreement, whether in contract, tort, or otherwise, is \$25,000 or the amount of AECOM's fee, whichever is greater. It is expressly agreed that the Client's sole and exclusive remedy against AECOM for professional services performed under this agreement, whether based in contract, tort, or otherwise, is the award of damages not to exceed the stipulated \$25,000 figure, or the amount of AECOM's fee, whichever is greater. In no event shall AECOM be liable, whether in contract, tort, or otherwise, for Client's loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Dispute Resolution

All claims, disputes, controversies, or matters in question arising out of, or relating to this agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this agreement for mediation of any dispute, Client and AECOM shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and AECOM within ten (10) calendar days, a mediator shall be chosen as specified in the construction industry mediation rules of the American Arbitration Association then in effect.

If a dispute cannot be settled through mediation as set forth above, then such dispute shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect. Demand for arbitration shall be made by either party within ten (10) calendar days following termination of mediation. The date of termination of mediation shall be the date of written notice of closing mediation proceedings issued by the mediator to each of the parties. Demand for arbitration shall be made by filing notice of demand, in writing, with the other party and the American Arbitration Association. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Notwithstanding any other provisions of this section, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of AECOM's participation in the project, whichever date shall occur earlier.

All mediation or arbitration shall take place in Chicago, Illinois, unless Client and AECOM agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

Severability

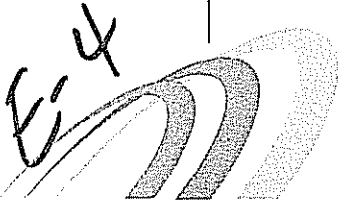
In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

Survival

All obligations arising prior to the termination of this agreement and all provisions of this agreement allocating responsibility or liability between the Client and AECOM shall survive the completion of services and the termination of this agreement.

Assigns

Neither the Client nor AECOM may delegate, assign, sublet, or transfer its duties, responsibilities, or interests in this Agreement without the written consent of the other party.



berwyn development
CORPORATION

January 27, 2009

Mayor Michael O'Connor
Members of the Berwyn City Council
Berwyn City Hall
6700 West 26th Street
Berwyn, IL 60402

Re: Wireless Network Link – Parking Structure

As part of the security system which will be integrated throughout the parking structure, a communications link is needed to give the Police Department access to the security cameras. In working with the City's IT Director, Jim Frank, a system and provider have been selected which will correspond to other City networks.

It is recommended the City award the service to Current Technologies. Current Technologies is the same firm which has provided other City wireless services. The contract amount is \$14,595.39 and would be taken out of the construction budget.

Attached is the scope of services contract for council review.

Respectfully Submitted,

Sara A. Bratcher
Senior Urban Planner
Berwyn Development Corporation

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



Current Technologies
400 Eisenhower Lane North

Phone: 630-388-0240
Fax: 630-388-0241
currenttech.net

Da

09/04/1

Quote

CTCQ54I

Quoted

AVa

Quote | Order Form

Sold To:

Berwyn Development Corporation
Sara Bratcher
3322 S. Oak Park Avenue
Berwyn, IL 60402
United States

Phone:
Fax:
sarab@berwyn.net

Ship To:

Berwyn Development Corporation
Sara Bratcher
3322 S. Oak Park Avenue
Berwyn, IL 60402
United States

Phone:
Fax:
sarab@berwyn.net

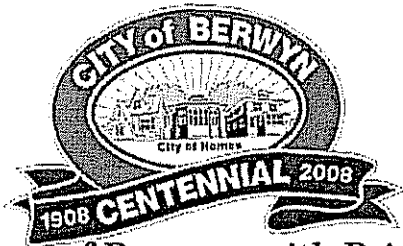
CTC will install and deploy a wireless network between the new parking lot and Police Department. This link will give the Police Department the ability to access the security cameras

Line #	Description	Qty	Unit Price	Ext. Price
1	Wireless Backhual Link			
2	PTP 58400 FULL Integrated - Link Complete	1	\$7,849.09	\$7,849.09
3	Colubris MultiService Wireless Access Point MAP-320R with Single Radio	1	\$750.00	\$750.00
4	Colubris 1 Port Power Injector, US/CAN, ROHS Compliant	1	\$75.00	\$75.00
5	Outdoor-rated Cat5e cable (Per 1000FT)	0 5	\$410.59	\$205.30
6				
7				
8	Tower Installation Labor - (2) man crew minimum required.	16	\$171.00	\$2,736.00
9	Tower Climber Ground Support	8	\$85.00	\$680.00
10	IT Infrastructure labor - includes deployment of switches/Firewalls/Routers/ETC.	16	\$125.00	\$2,000.00
11	CTC Truck Charge	2	\$150.00	\$300.00
			Total	\$14,595.39

Section F

Reports and Communications From The Mayor

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

Date: January 22, 2009
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Request for Funding of Architect and Plans for Maple Pool

Ladies and Gentlemen:

For the Maple Pool intergovernmental agreement between the City of Berwyn and the North Berwyn Park District to move forward, we need to have architectural drawings and plans regarding the expenses associated with the renovations.

At the January 27, 2009 City Council meeting you will be present with the cost for the drawings and plan. Executive Director, Joe Vallez, will speak at the Committee of the Whole meeting on January 27, 2009.

Please consider approving the expenditure of funds for these items.

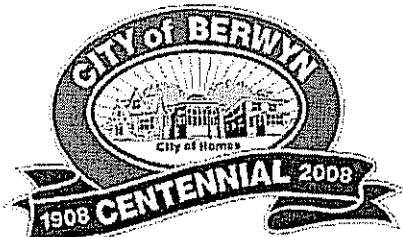
Sincerely,

A handwritten signature in cursive script that reads "Michael A. O'Connor".

Michael A. O'Connor
Mayor

MAC/ws

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

Date: January 23, 2009
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Red Speed Cameras

Ladies and Gentlemen:

At our Committee of the Whole on January 22nd, a recommendation was made by those present to remove the camera at 26th Street and East Avenue.

The Committee also recommends that Red Speed begin the process to move this camera and possibly install a second camera the intersection of Cermak Road and Harlem Avenue, upon approval of IDOT and the land owners of the adjacent properties.

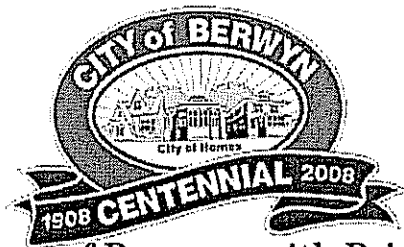
Sincerely,

A handwritten signature in cursive script that reads 'Michael A. O'Connor'.

Michael A. O'Connor
Mayor

MAC/ws

The City of Berwyn



Michael A. O'Connor
Mayor

A Century of Progress with Pride

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

F-3
Date: January 22, 2009
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Police Sergeant Promotion

Ladies and Gentlemen:

During our many discussion on the need to promote two (2) sergeants for the Police Department, the main reason given by me was the lack of revenue due to the economy, which in turn has resulted in the inability to hire additional police officers to take their place if they were promoted and cost for those promotions in the form of a raise. It has been stated that we are spending more in legal fees than the increase would be for these officers. It has also been implied the reason Chief Kushner has not promoted the next two sergeants is because he is afraid of losing his position, which is not true.

After our last City Council meeting I asked the Chief to calculate the amount of the change in salary/base pay for the next two officers on the police sergeants list if they were to be promoted. I have attached his email response. As you can see the promotions will result in a total yearly increase of \$26,081.57 with no increase in the safety of the community or our residents.

I hope this clears up any final confusion and discussion on this subject.

Sincerely,

Michael A. O'Connor
Mayor

MAC/ws

Attachment

From: William R. Kushner
Sent: Wednesday, January 14, 2009 10:16 AM
To: Mayor O'Connor
Subject: RE: Pay increase

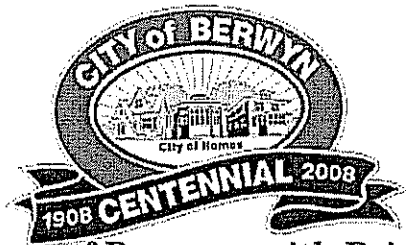
Currently candidate #1 is paid \$72,989.35; promotion will raise his salary to 84,650.12.
Currently candidate #2 is paid \$76,855.78; promotion will bring him to 91,276.58

From: Mayor O'Connor
Sent: Wednesday, January 14, 2009 9:58 AM
To: William R. Kushner
Subject: FW: Pay increase

Pat said you are better suited to do this. Can you please address this, thank you.

From: Mayor O'Connor
Sent: Tuesday, January 13, 2009 10:16 PM
To: Pat A. Segel
Subject: Pay increase

Can you calculate the increase in pay for Sasetti and Skryd. Current to sergant.



A Century of Progress with Pride

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

Date: January 22, 2009
To: Members of the City Council
From: Mayor Michael A. O'Connor
Re: Snow Removal Process

Ladies and Gentlemen:

There has been much discussion about the process of removing snow from our streets. The first few winters since our election were thankfully very dry and we experienced very little snow accumulation. However last winter and thus far, this winter has been very different. We have discussed the possibility of changing the signage city wide but that cost is very prohibitive. It should be noted that at no time has Public Works been instructed not to use overtime to plow or spread salt because of a lack of funds or a budget shortfall. In fact, the City of Berwyn has already used over 2,000 tons of road salt in the first two months of the season. The safety of our citizens has and always will be our number one priority. The snow removal process of only waiting for street maintenance days as posted in order to plow side streets to the curb has not been very effective due to the number of snow storms, sleet storms, severe cold and the number of cars on our streets.

On Saturday, January 10th, I asked Street Superintendent Kevin White to use the former snow removal plan and on Sunday, I accompanied him for four (4) hours to follow street crews and observe the difference. From the comments we have received it was a much better system. So for the sake of clarity I would like to inform everyone what the plan is so it can be even more efficient.

Plan for any Snowfall over 2 inches

1. All main streets will be plowed and salted first.
2. East/west side streets will be cleared curb to curb where possible. Residents are advised to move all vehicles from these streets until this plowing is complete.
3. North/south side streets will be cleared curb to curb where possible. Residents are advised to move as many vehicles to already plowed east/west streets in order to leave more room on the north/south streets to be cleared to the curb.
4. The city parking areas such as Vacin Fairway, Cermak Road and Deport Parking will be plowed in the early morning hours after 3:00am either before or after side streets are completed, depending on the time of the storm.

5. The alleys will be plowed down the center with the plow raised 2" so as not bury the garage aprons and allow better access when the accumulation of snow is in excess of six inches.
6. The Public Works Department will always follow the street maintenance sign restrictions until all snow is cleared to the curb on all side streets and snow routes. Residents are advised to move their cars to areas already cleared.
7. Crosswalks and all bus stops will be cleared in the business districts of Roosevelt, Cermak, the Depot area and Ogden Avenue as needed. The crosswalks near schools will also be cleaned as needed.
8. Parking tickets will only be issued under the Street Maintenance ordinance.
9. The odd/even parking restrictions will only apply when a snow emergency is declared and residents are notified by the emergency sirens at all three (3) Fire Stations.
10. When all tasks are complete the plows will return to the east/west and north/south plan to clear areas not already completed on the first pass.

Sincerely,

A handwritten signature in cursive script that reads "Michael A. O'Connor". The signature is written in black ink and includes a horizontal line at the end.

Michael A. O'Connor
Mayor

MAC/ws

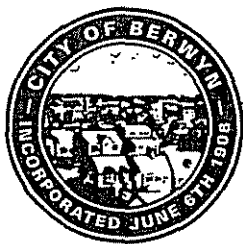


Section G

Reports and Communications
From The City Clerk

Section H

Communications From The Zoning Board of Appeals



THE CITY OF BERWYN, ILLINOIS

Building A New Berwyn

MICHAEL A. O'CONNOR, *Mayor*

6700 West 26th Street • Berwyn, Illinois 60402-0701

Telephone: (708) 788-2660 • Fax: (708) 788-2675 • www.berwyn-il.gov

January 12, 2009

ZONING BOARD OF APPEALS

CHAIRMAN: Joel Chrastka

EXECUTIVE SECRETARY: Milton F. Persin

MEMBERS:

Dominick Castaldo

Robert W. Fejt

Mary Esther Hernandez

Nora Laureto

Don Miller

City Clerk-City of Berwyn
6700 W. 26th Street
Berwyn, Illinois 60402

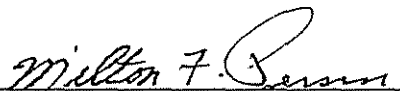
RE: T-Mobile Central LLC-6940 W. Ogden Avenue

Dear Mr. Pavlik:

Enclosed is a Resolution and Ordinance pertaining to the above captioned Hearing(s) in which the Berwyn Zoning Board of Appeals recommends approval by the City Council.

Please present to the City Council at your earliest convenience.

Sincerely


Milton F. Persin
Executive Secretary



RESOLUTION

LEGAL DESCRIPTION

Lots 7 and 8 in the Subdivision of Block 49 in Circuit Court Partition in Sections 31 and 32, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
AND BEING the same property conveyed to Central Federal Savings & Loan Association, a U. S. corporation from First National Bank of Cicero, a national banking association, as Trustee of a Trust Agreement dated the 12th day of May 1953 and known as Trust Number 145 by Trustee's Deed dated January 05, 1976 and recorded January 09, 1976 in Instrument No. 28-50-148.

COMMON ADDRESS

6940 W. Ogden Avenue

REQUEST BY APPLICANT

Conditional Use for a roof-top wireless antenana

APPLICANT-(Individually and Collectively)

T-Mobile Central LLC

DATE OF PUBLIC HEARING

December 16, 2008

DATE OF PUBLIC NOTICE PUBLICATION

November 28, 2008, Berwyn Gazette Newspaper

MEMBERS PRESENT

Messrs: Chrastka, Castaldo, Fejt, Miller, Persin, and Mrs. Laureto & Hernandez.

WHEREAS, IT IS HEREBY RESOLVED by the BERWYN ZONING BOARD OF APPEALS, (the "BOARD"), in a PUBLIC MEETING of the BOARD on the 16th day of December, in the year 2008, having considered all the facts presented at the Hearing of this matter;

WHEREAS, the APPLICANT has been duly informed that: (a) if the BOARD fully or partially approves the request of the APPLICANT and the CITY COUNCIL concurs in such decision; or (b) if the CITY COUNCIL fully or partially approves the request even though the BOARD has rejected the request of the APPLICANT or if the BOARD has made no recommendation to the CITY COUNCIL; the APPLICANT must obtain a building permit within SIX (6) MONTHS after the date that the ORDINANCE is enacted;

The BOARD has reached its decision after considering the testimony of the witnesses and the documents presented both prior to and during the Hearing, briefly set forth as follows:

1. Mr. Steven Frank Hedges, testified that he represents Universal Site Acquisitions, Inc., a company that locates suitable antenna sites for cable companies, and he is testifying on behalf of T-Mobile Central LLC, in regard to a proposed roof top site on the Central Federal Savings & Loan Association building located at 6940 W. Ogden Avenue, with full authority from T-Mobile.

2. The building is 30 feet high and the air conditioning units are located on the flat roof top. This is a two story brick building located on a triangular size lot with an entrance at the west portion of the building, which is situated about 16 feet from the asphalt paved driveway to the west and about 10 feet from the Ogden property line to the north.

3. The proposed installation will consist of an equipment cabinet; three (3) sets of roof top circular antennas; and cable connections. The brick equipment cabinet, measuring 12 feet north to south, 22 feet east to west, and 9 feet high, will be located on the ground level just south of the west entrance, on a concrete foundation. Each antenna location shall have a cluster of three antennas. There will be one set of antennas facing north at the northeast corner of the roof top, the second facing southeast at the southeast corner of the roof top, and the third facing southwest just directly west of the second antenna at the south wall, a total of nine (9) antennas. Each shall rest on a soft pad like material and will be around 7 feet high with a 3 foot open space for a total of about 10 feet high. The cables which will be covered by cable trays and will measure 1-5/8" in diameter, shall be connected to each antenna cluster, and run from all the antenna clusters along the roof and down the west wall of the building to the brick cabinet below.

4. They will construct a new concrete walk to the alley and the equipment cabinet shall be built to match the brick on the building. The cabinet, antennas and cables, need very little maintenance. A repair technician will check all the equipment about once each month to check for any problems, and the equipment is completely safe, and will not interfere with any other cable, tv, radio, computer, etc communications.

5. This is a very densely populated area and is in need of more communication-reception capacity. The purpose of these antenna locations is to give better coverage to cell telephone users, including

emergency 911 calls, and this building being the highest in the area, is the most suitable site to get the best reception results.

6. T-Mobile will be leasing the area involved for a period of 5 years with four (4) five (5) year options to renew for a total of 25 years. The electricity from Commonwealth Edison Company is within the cabinet and the landlines are from AT&T. There will be no fence around this all brick equipment cabinet which is open at the top and climate controlled. The cost for installation will be around \$75,000.00 and \$5000.00 will be allocated for landscaping on the ground level.

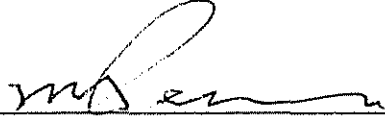
7. Mr. Robert Fejt, the area investigator, presented a written report which is incorporated by reference in this resolution. He did his investigation on Wednesday, December 3, 2008, in presence of Mr. Steven Hedges who represents T-Mobile, and Mr. Gary Nation, from Central Federal Savings & Loan. T-Mobile would like to install 3 sets of antennas on the roof top of the building which is 30 feet tall. The antennas will be about 10 feet high making a total height of 40 feet. All wiring will be installed along the roof east side and run along the south and west wall of the building and the roof can handle the additional weight. The service door for the equipment building will be located on the south side of the building and signage for the drive-up will be installed on the building. According to Steve Hedges these type of antennas have a range of about ½ mile. At this time there is no intention to add any other phone carriers to this installation site. The area consists of a mix of 2 to 3 units on Clinton Avenue and single family homes on Home Avenue, surrounded by commercial buildings on Ogden Avenue. Notices were distributed in the 3600 blocks of Home and Clinton Avenues, and also commercial businesses along Ogden avenue. Mr. Fejt voted in favor of granting the variation as requested.

8. Messrs: Castaldo, Miller, Chrastka, Persin and Mrs. Laureto and Hernandez all agreed with the area investigator and voted in favor of granting the variation as requested. Comments were that the roof top location is not offensive and the area is in need of better communication reception. The final vote was 7 to 0 in favor of granting a variation to allow the installation of three (3) clusters of antennas on the roof top of the building and connecting cables to the

ground level equipment cabinet, in accordance with the testimony at the hearing, documents presented, and the content of this resolution.

This resolution was unanimously adopted on the 16th day of December, 2008.

BERWYN ZONING BOARD OF APPEALS

A handwritten signature in black ink, appearing to read 'M. Persin', written over a horizontal line.

Milton F. Persin-Executive Secretary

CONDITIONAL USE ORDINANCE # _____

Be it ordained by the City of Berwyn that:

Whereas, the question of granting the Conditional Use included in this ordinance was referred to the Board of Zoning Appeals to hold a Public Hearing thereon; Whereas, such Public Hearing was held after Public Notice was given in the manner provided by law; Whereas, the said Board has made a report containing findings of fact, and has recommended the granting of said Conditional Use; Whereas, the Applicant T-MOBILE CENTRAL LLC Has agreed to adhere to the Building Code of the City of Berwyn, Illinois; Whereas, the Applicant has agreed that the representations made to the Zoning Board of Appeals and all other matters considered and as decided by the Zoning Board of Appeals shall be binding upon the Applicant and all of ITS privies, successors and assigns;

AND WHEREAS, THE FINDINGS AND RECOMMENDATIONS OF THE ZONING BOARD OF APPEALS ARE HEREBY ADOPTED AND MADE A PART HEREOF;

NOW THEREFORE, be it ordained by the City Council of the City of Berwyn, Illinois:

Common address is 6940 W. Ogden Avenue and legally described as follows:

Lots 7 and 8 in the Subdivision of Block 49 in Circuit Court Partition in Sections 31 and 32, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to Central Federal Savings & Loan Association, a U. S. corporation from First National Bank of Cicero, a national banking association, as Trustee of a Trust Agreement dated the 12th day of May 1953 and known as Trust Number 145 by Trustee's Deed dated January 05, 1976 and recorded January 09, 1976 in Instrument No. 28-50-148.

A variation from the terms of the Zoning Code is hereby granted to allow the installation of three clusters of antennas on the roof top of the building connected by cables to an equipment cabinet on the ground floor, in accordance with the testimony at the hearing, documents presented, and the resolution.

This Ordinance shall become and be effective immediately upon its passage, approval and publication in the manner prescribed by law.

Passed this _____ day of _____, _____.

Number Voting Yes: _____ Number Voting No: _____

Absent: _____ Abstain _____

Approved this _____ day of _____, _____.

ATTEST:.

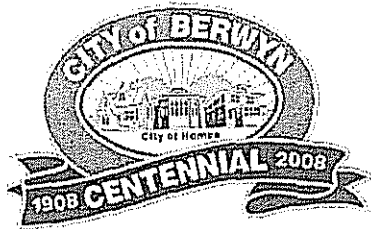
Tom Pavlik- City Clerk

Michael O'Connor-Mayor

Section I

Reports and Communications From Aldermen, Committees, Boards and Commissions

Michael A. O'Connor
Mayor



Joel Erickson
Eighth Ward Alderman
(708) 484-4999
8thWard@Berwyn-IL.Gov

I-1

A Century of Progress with Pride

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

January 22, 2009

Mayor O'Connor and the Berwyn City Council
Regarding: Temporary Building at St. Mary's

Ladies and Gentlemen:

The issue is well framed by the attached documentation.

I move that this city council override the Building Department's denial of the applicants request for permission to install a temporary building for the purpose of creating a temporary classroom at 1428 Wesley, Berwyn, Illinois, that any requirement for the applicant to seek zoning board approval be waived and that necessary building permits be issued as soon as possible.

Respectfully yours,

Joel Erickson

The Children's School

Progressive Education since 2004

1428 S. Wesley
Berwyn, Illinois 60402

January 8, 2009

To the Honorable Mayor O'Connor and members of the City Council,

Thank you for reviewing our request for zoning relief to allow the Children's School to place modular classrooms on the campus of St. Mary of Celle (SMC), where we currently rent facilities to operate a K-5th grade elementary school.

Interest in our program is growing. However we have significant space constraints in the existing facility. While SMC's property is large and features four large buildings, all of the usable spaces are already fully inhabited by the Rectory, Convent, Catholic Charities St. Mary of Celle Family Center, and the building we rent which wraps around the Church. Of the 9 rooms in our facility, we have access to 8--7 rooms that serve as classrooms and a lunch room, and an office. The remaining room is still used by the Church for their Religious Education program.

In June, 2008, our Board of Directors approved expanding our educational offerings over the next three years to incorporate a full K-8th grade offering. For safety and curricular reasons we also wish to keep our student body on a single campus. Working together with the leadership of St. Mary of Celle, we propose to meet our space constraints by adding at least one, and no more than three, modular classrooms on the existing campus. We understand from Mr. White, principal of St. Leonard's school at 3322 S Clarence, that these facilities offer excellent, secure, and flexible teaching spaces. (For about eight years now St Leonard's has been using a rather typical modular classroom with an overhead electrical line and external electric heater.)

The Children's School was established in the fall of 2004 with a kindergarten and first grade class. Our intent was to bring progressive education ideals to the western suburbs through project-based learning--a unique educational approach not available anywhere else near Berwyn. The progressive education model is familiar, though, in the Chicago area where schools such as The University of Chicago Laboratory School, Francis Parker, and Baker Demonstration School (operated by National Louis University) thrive. Currently, The Children's School is the only primary school in all the western suburbs following the philosophy of progressive education.

Progressive education uses project-based lessons, discourse, and age-appropriate curriculum to allow a child's curiosity, cooperation, and love of learning to thrive. The school addresses all local, state, and national learning

goals. Faculty hold certificates and/or degrees in education and have classroom teaching experience. The curriculum is complemented with study in Spanish language, choral and recorder music instruction, and physical education. We have 75 students, 7 full time staff, 2 part-time staff, and contract with 4 specialty teachers. We also offer a before-school care program, and an after-school arts program. We are tuition-based, and offer need-based tuition assistance.

In 2008 we hosted the 4th annual conference of the Progressive Education Network, a network of professional educators trained in and advancing progressive education elementary schools throughout the country. With our featured speaker Alfie Kohn, an internationally renowned leader of the Progressive Education field, we were able to attract attendance literally from across the nation. The conference drew positive attention for The Children's School and for Berwyn, because progressive educators throughout the United States are now aware of the range of exciting educational opportunities in Berwyn, IL.

In the current year, kindergarteners have explored written communication by creating a school-wide mail system where letters are delivered daily by the students to children throughout the school. In the 4th grade, children studied important inventions through the ages and recreated a de Vinci glider. Through a grant from the Toshiba America Foundation (see <http://www.toshiba.com/tafpub/jsp/recentgrants/K6.jsp>), the 4th grade is now studying machines and creating their own inventions with Lego building sets and motors. The children do more than learn in the classrooms--for the past 2 years, The Children's School has proudly supported the PADS program at St Mary of Celle. On a monthly basis, The Children's School community contributes to make and pack lunches for the homeless that seek shelter at St Mary of Celle when they are a PADS site.

Our goal is to provide a school that is accessible to all families in the community while nurturing each child's innate love of learning. To maintain accessibility to our school we have worked hard not only to keep tuition low (less than \$7000 for the 2009-2010 year; compared to \$18,000 for comparable programs offered in Chicago), but have also offered scholarships to families at need for the past 3 years. Our students come from Berwyn, Oak Park, Maywood, Forest Park, River Forest, West Chester, LaGrange, Melrose Park and Chicago.

Due to the need for a school such as ours and because of requests from families at our school to continue to the 8th grade, we are requesting assistance to bring modular classrooms to The Children's School so we may continue to meet the community's needs.

Thank you for your consideration. We look forward to working with the City of Berwyn to continue to provide progressive education. If you have further questions or are interested in visiting our school or learning more about us

please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Freese". The signature is written in black ink and is positioned above the typed name.

Pamela Freese
Director of Administration
The Children's School
pfreese@thechildrensschool.info
708.484.8033

Michael A. O'Connor
Mayor



Daniel J. LeBeau
Building Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-1427
www.berwyn-il.gov

January 22, 2009

Ms. Pamela Freese
1428 Wesley Avenue
Berwyn, IL 60402


Re: Permit Application for a Temporary Building at 1428 Wesley, Berwyn, IL.

Dear Ms. Freese,

Your request to install a temporary building (modular classroom) at the above address cannot be approved by this office.

The reason for this denial is based on our 2005 Zoning Ordinance. The property is located in a Public Zoned Area. While the classroom use is an approved use for this zoning area, all mention of temporary buildings throughout the ordinance is approved for construction purposes only.

Sincerely,


Daniel J. LeBeau
Building Director

Michael A. O'Connor
Mayor

Daniel J. LeBeau
Building Director



A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-1427
www.berwyn-il.gov

BUILDING PERMIT APPLICATION

JOB SITE ADDRESS ST. MARY OF CELLE, 1428 WESLEY, BERWYN, IL 60402

PROPERTY OWNER ARCHDIOCESE OF CHICAGO **PHONE** 708.788.0876

ADDRESS (IF DIFFERENT FROM JOBSITE) _____

DESCRIPTION OF WORK INSTALL A PREFABRICATED MODULAR CLASSROOM IN THE NORTH EAST CORNER OF THE PARKING LOT. HOOK INTO ELECTRICAL AND PHONE SERVICE

VALUE OF WORK INCLUDING MATERIALS AND LABOR APPROX. \$50,000.-

- NOTES:**
1. A PLAT OF SURVEY SHALL ACCOMPANY ALL PERMIT APPLICATIONS FOR ALL EXTERIOR WORK.
 2. CONTRACTORS PERFORMING WORK AT THIS ADDRESS MUST BE LICENSED AND BONDED WITH BERWYN.
 3. PERMIT MUST BE DISPLAYED UNTIL FINAL BUILDING APPROVAL IS ISSUED.
 4. A SIGNED CONTRACT IS REQUIRED FROM ALL CONTRACTORS.

GENERAL CONTRACTOR MIDDY CONSTRUCTION, LLC **PHONE** 708.606.1863

CONCRETE CONTRACTOR _____ **PHONE** _____

MASONRY CONTRACTOR _____ **PHONE** _____

PLUMBING CONTRACTOR _____ **PHONE** _____

ELECTRICAL CONTRACTOR _____ **PHONE** _____

HVAC CONTRACTOR _____ **PHONE** _____

ROOFING CONTRACTOR _____ **PHONE** _____

DUMPSTER COMPANY _____ **PHONE** _____

IF YOU NEED TO LIST MORE CONTRACTORS, PLEASE USE THE TRADESMEN LIST FORM
I HEREBY CERTIFY THAT ALL THE INFORMATION PROVIDED HEREIN IS TRUE

SIGNED Pamela Traese **DATE** 1/20/09

ATF	\$ _____	FOOTING	\$ _____	ROUGH ELECTRICAL	\$ _____
BACKFILL	\$ _____	FOUNDATION	\$ _____	ROUGH FRAMING	\$ _____
DUMPSTER	\$ _____	HVAC	\$ _____	ROUGH PLUMBING	\$ _____
ELECTRICAL SERVICE	\$ _____	INSULATION	\$ _____	SERVICE CHARGE	\$ _____
FINAL BUILDING	\$ _____	PARKWAY USE	\$ _____	SEWER/WATER SERVICE	\$ _____
FINAL ELECTRICAL	\$ _____	PARKWAY REST. INSPECT	\$ _____	STACK TEST	\$ _____
FINAL FRAMING	\$ _____	PERMIT FEE	\$ _____	TAP FEE	\$ _____
FINAL PLUMBING	\$ _____	POST HOLE	\$ _____	UNDERGROUND PLUMBING	\$ _____
_____	\$ _____	PRE-POUR SLAB	\$ _____	WATER METER	\$ _____
_____	\$ _____			TOTAL	\$ _____

APPROVED DENIED
BUILDING DIRECTOR

PERMIT NO.

The Children's School

Progressive Education since 2004

1428 S. Wesley
Berwyn, Illinois 60402
www.csop.us

January 21, 2009

Mr. Daniel J. LeBeau
Building Director
City of Berwyn
6700 26th Street
Berwyn, IL 60402

Dear Mr. LeBeau,

Attached please find a building permit request from The Children's School, housed on the campus of St. Mary of Celle (SMC) at 1428 Wesley in Berwyn, to install a modular classroom on the site. As you know, The Children's School is growing and faces increasing demand to expand its educational offerings. Because of the many benefits offered by the SMC site (which include easy access, safe parking, use of a playing field, gymnasium, cafeteria, kitchen, and marvelous classroom spaces), it is our hope for curricular and safety reasons to keep all our students on a single campus.

I am working with the church to track down a plat of survey, but perhaps the attached aerial photograph will suffice as it accurately demonstrates the campus' configuration. Moreover, we will not have a signed contract as our moving ahead with the project is contingent on first receiving zoning relief. SMC has offered its support of this project, and we are agreed to finalize details of the classroom placement once zoning relief is secured.

We appreciate all the time and insights you have shared with Tom Hafner, one of our board members helping coordinate this exciting effort. With the permit application I am enclosing some information about the school, including our brochure which gives an overview of the school's approach to education and protocols.

Please feel free to contact me with any questions.

With thanks for your consideration,

Pamela Freese
Director of Administration
pfreese@thechildrensschool.info
708.484.8033

Enclosures



ST. MARY OF CELLE

1428 S. Wesley Ave. • Berwyn, Illinois 60402-1287 • 708-788-0876 • FAX 708-788-0242

January 9, 2009

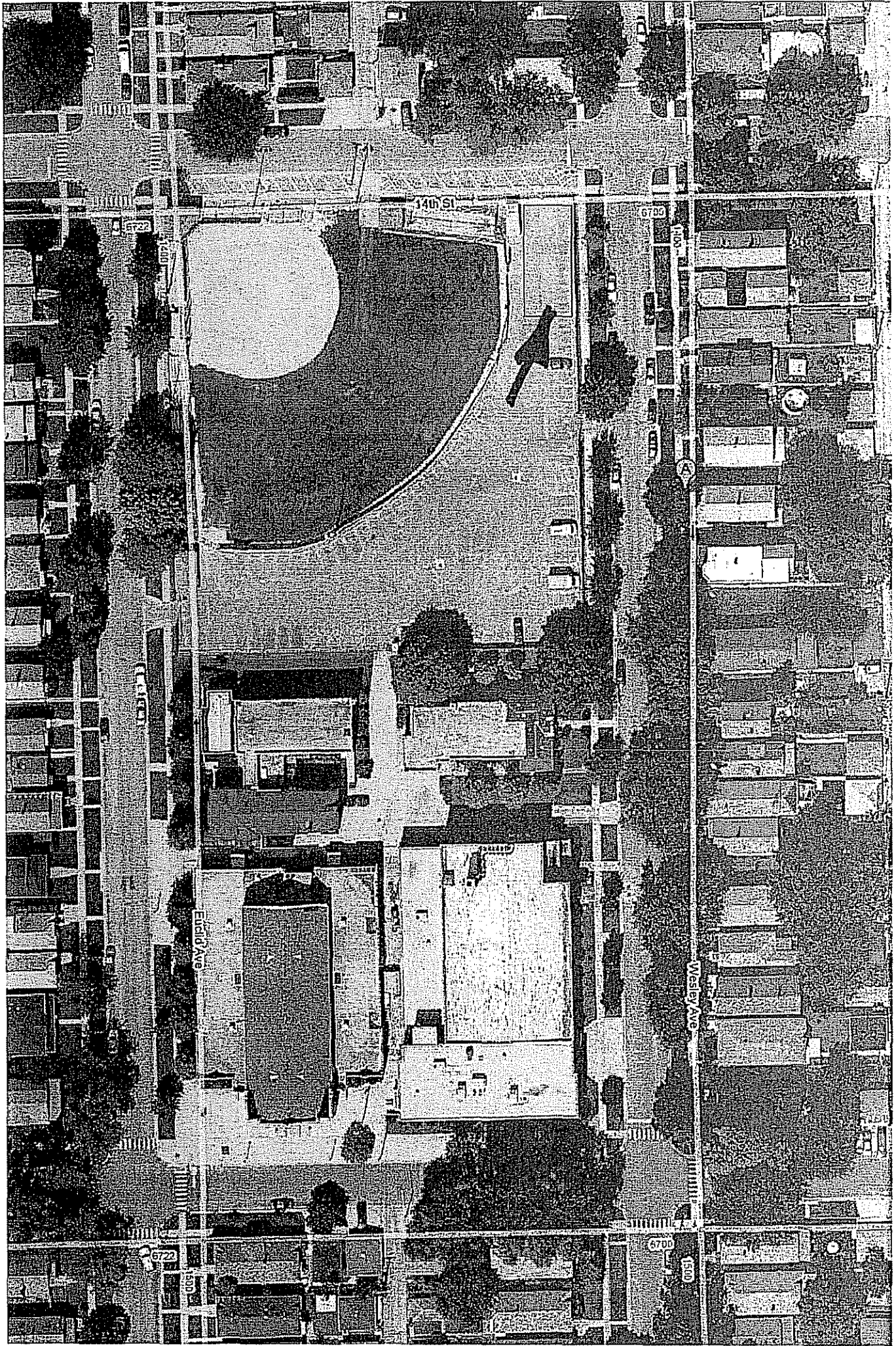
To the Members of the Berwyn City Council:

Please accept this letter in support of The Children's School's proposal for the placement of a classroom trailer in the northeast corner of the St. Mary of Celle parking lot. The Children's School is a lessee of the parish, and has been an excellent and responsible tenant since 2006. We look forward to our continued association with the school as they make plans to accommodate their expanding enrollment.

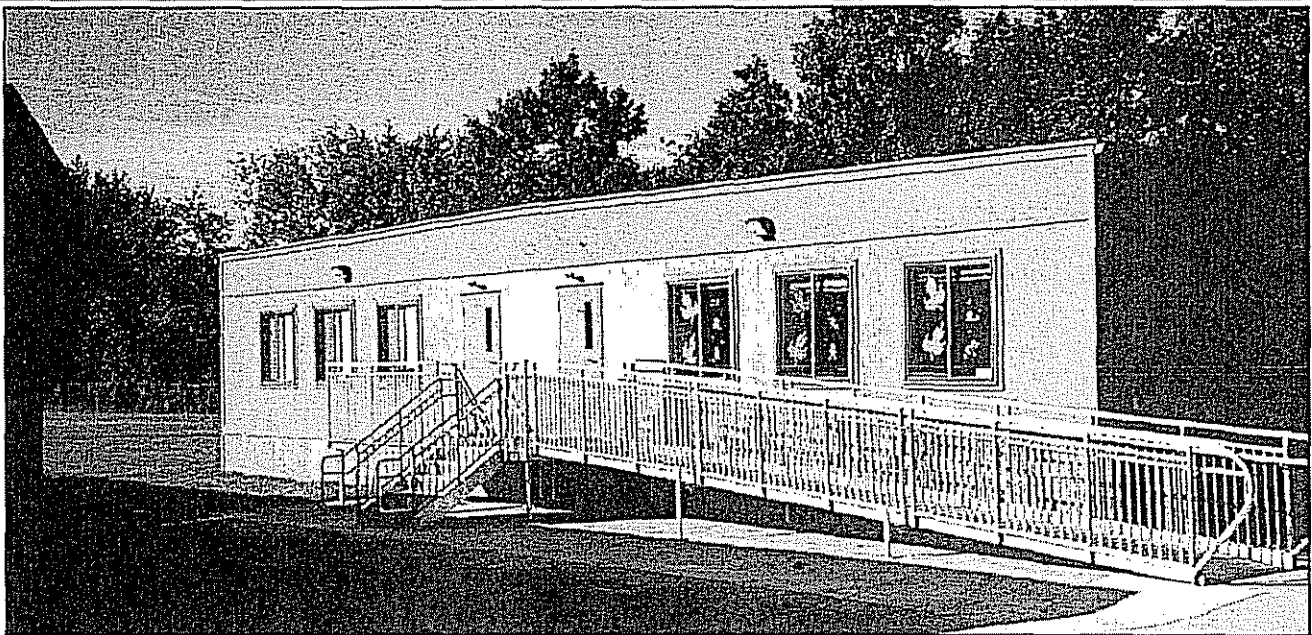
Sincerely,

A handwritten signature in cursive script that reads "Rev. W. J. Clavey".

Rev. W. James Clavey
Pastor

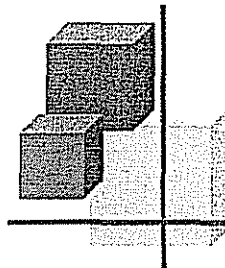
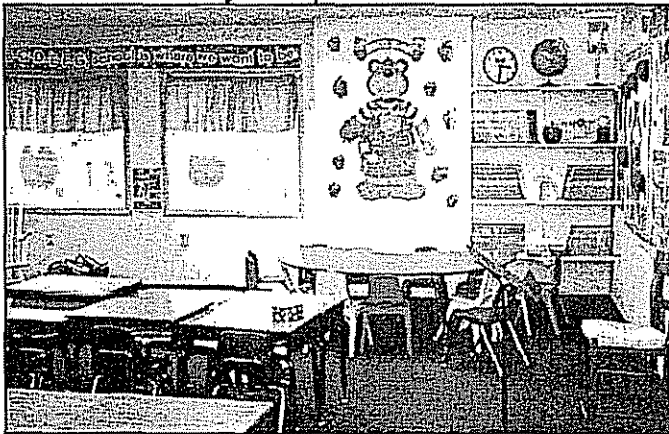


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your expectations.*



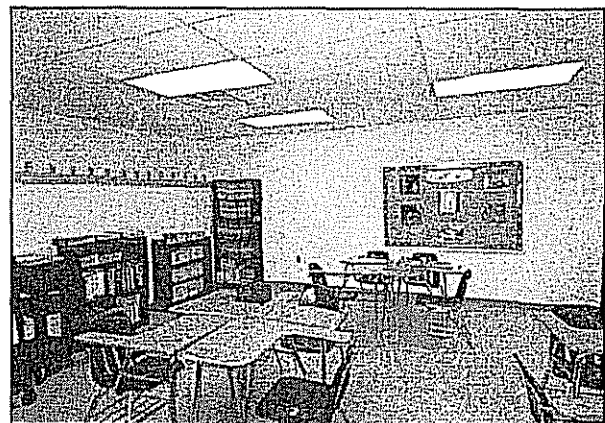
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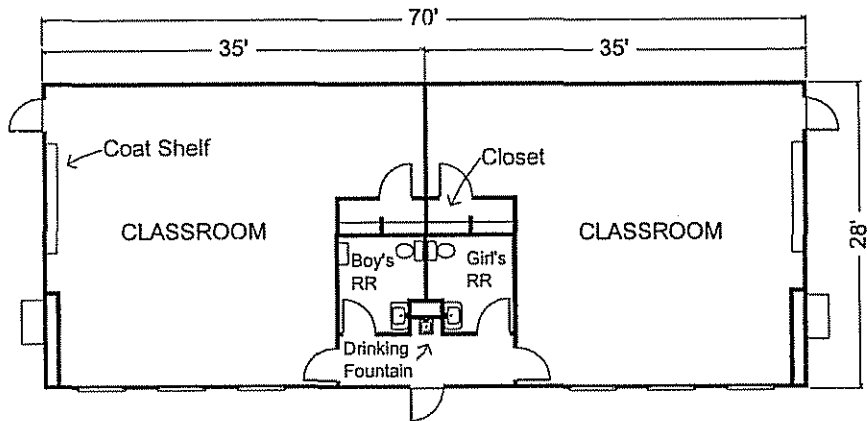
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Solutions for permanent or temporary space*

Innovative Modular Solutions will assist you with the floor plan, design, specification, manufacture and installation of a modular building that will meet your exact space requirements. IMS products are high quality, cost-effective, flexible, and available for quick delivery and installation.

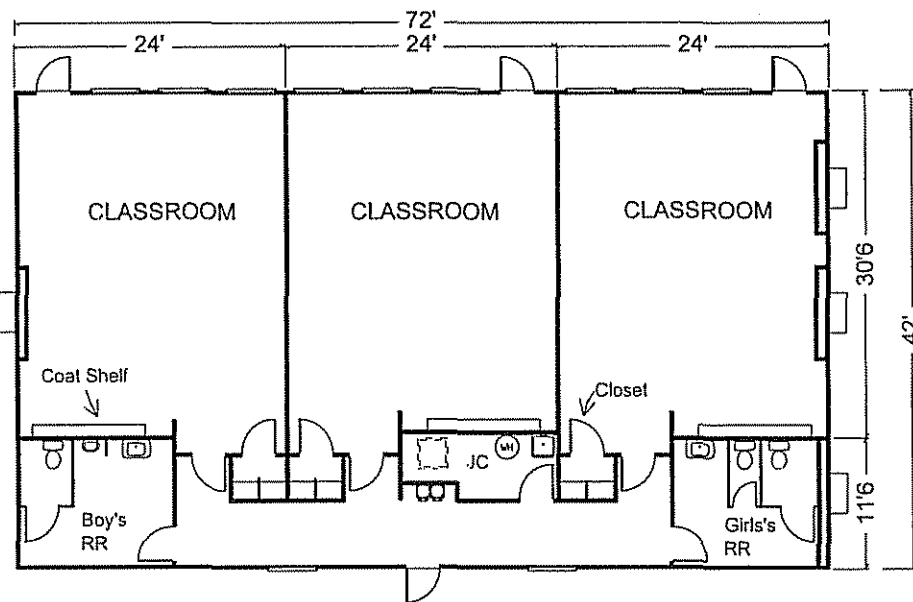


Value Series Two and Three Classroom Buildings

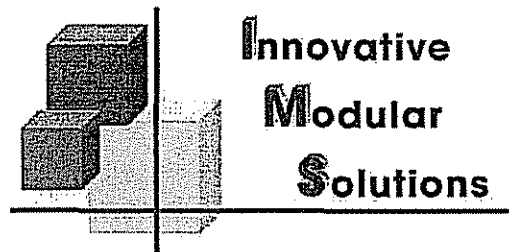
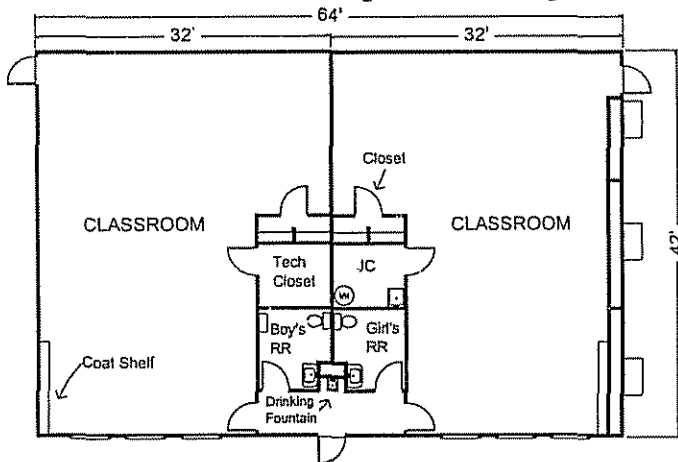


**2-Classroom Buildings
with or without
Restrooms**

**3-Classroom Buildings
with or without
Restrooms**



2-Classroom Kindergarten Buildings

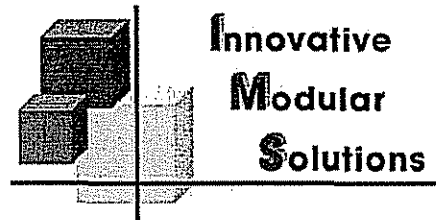


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 E-mail: schools@innovativemodular.com

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New and used modular buildings from IMS and our partner manufacturers include:

Educational Facilities:

Schools, Classroom Additions, Swing Space, Administrative Offices, Press-Boxes, Pre-School and Day Care Centers, Headstart Facilities, Libraries, Science Laboratories, Dormitories, Cafeterias, and Church Classrooms

Commercial Facilities:

Administrative Offices, Residential and Commercial Sales Offices, Golf Pro Shops, Rental Car and Auto Sales Offices, Campground Service Buildings, and Banks

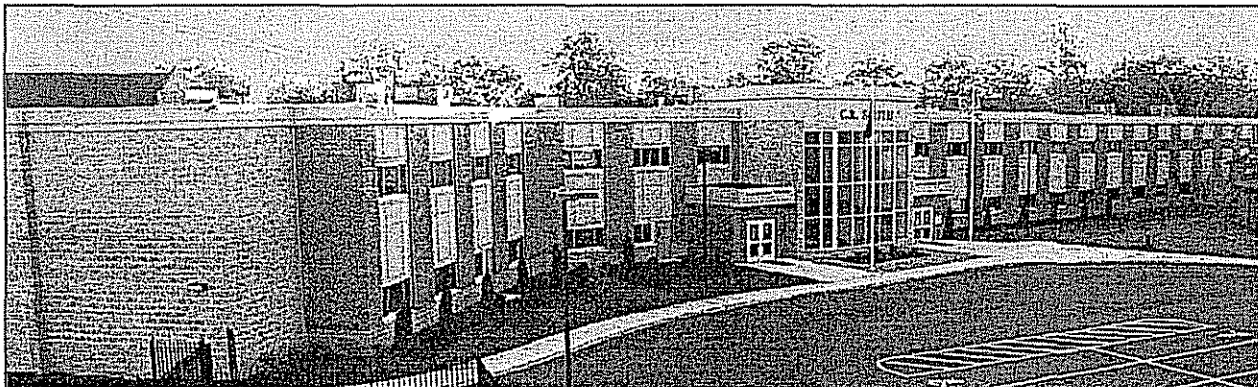
Medical Facilities:

Medical Clinics, Physician Offices, Dental Clinics, Outpatient Clinics, CT Scan Suites, MRI Suites, Dialysis Clinics, Veterinary Clinics, Hospital Additions, Ambulatory Facilities, Emergency Room Additions, Operating Rooms, and Rehabilitation Centers

Industrial Facilities:

Office Space, Computer Rooms, Control Rooms, Break Rooms, Locker Rooms, and Shower Facilities

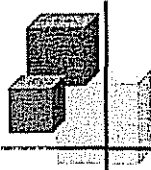
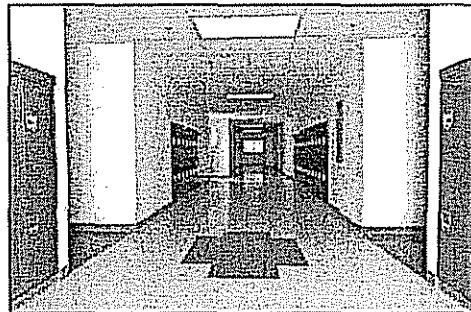
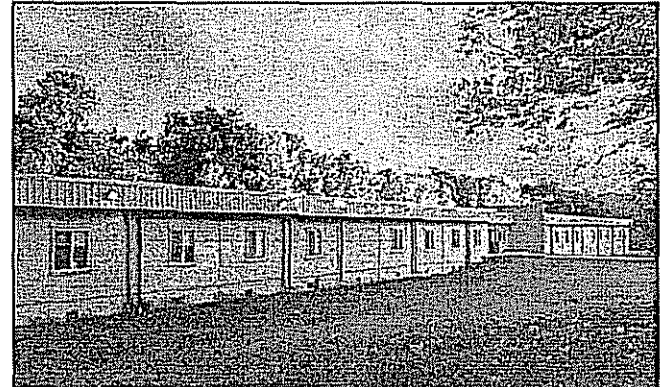
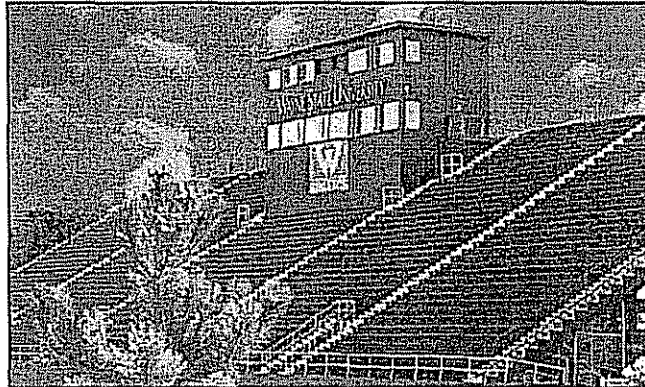
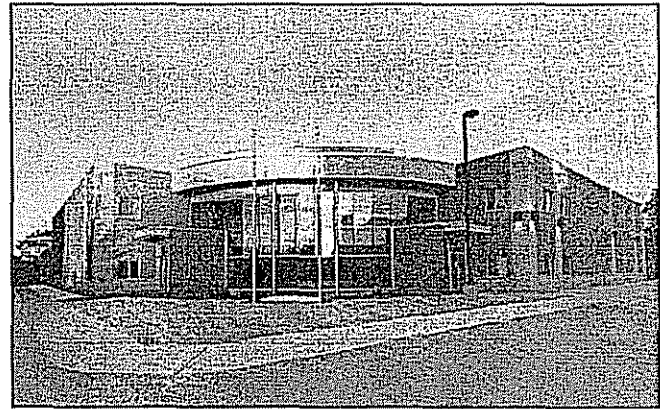
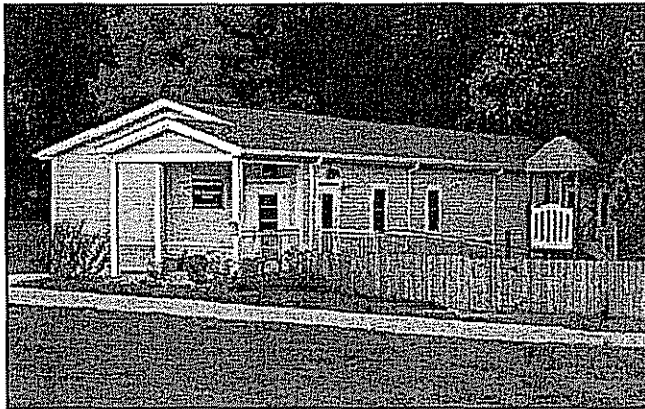
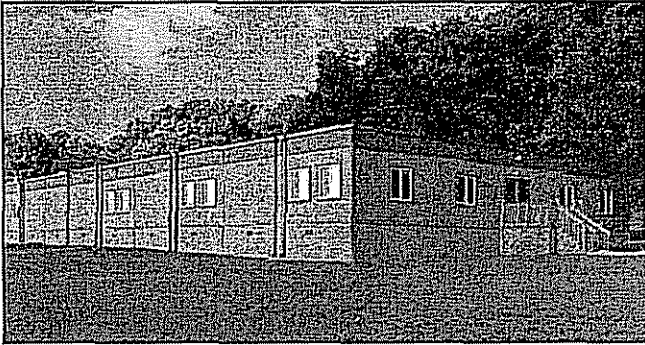
Whether your needs are for educational, commercial, medical, or industrial facilities, IMS has a modular building solution. IMS has provided temporary and permanent buildings ranging in size from 400 to 62,000 square feet in single and two-story configurations.



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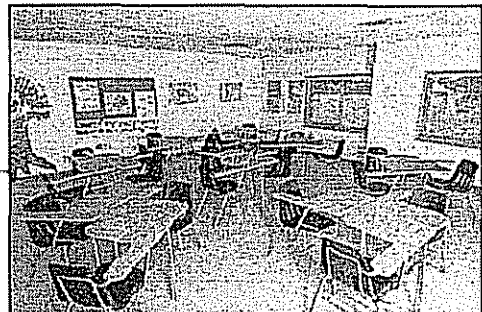
We would appreciate the opportunity to earn your business.

IMS Building Solutions for the Future



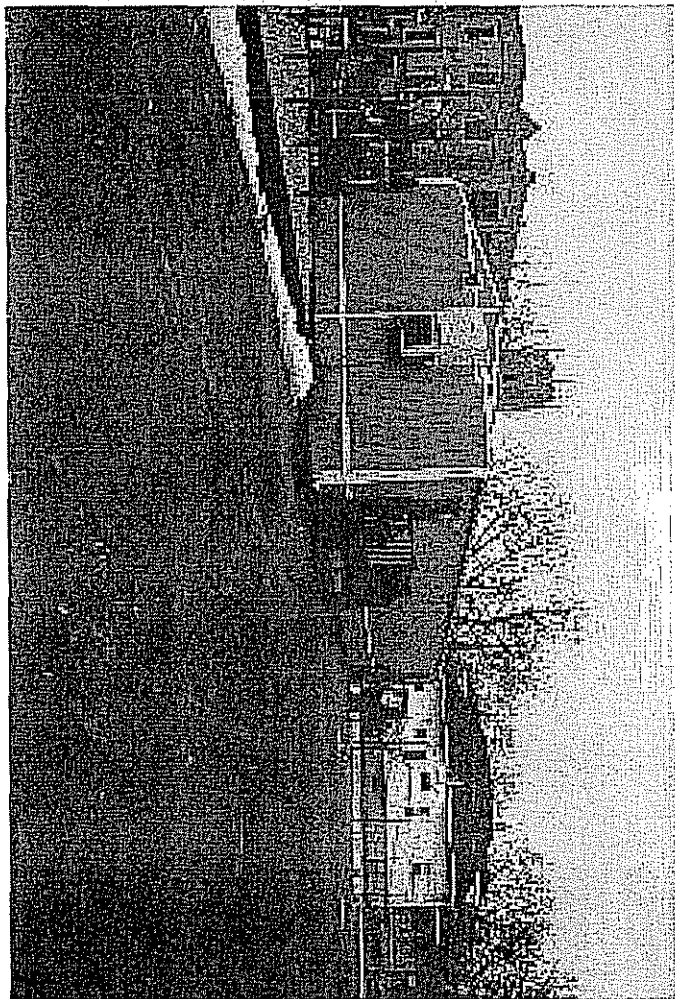
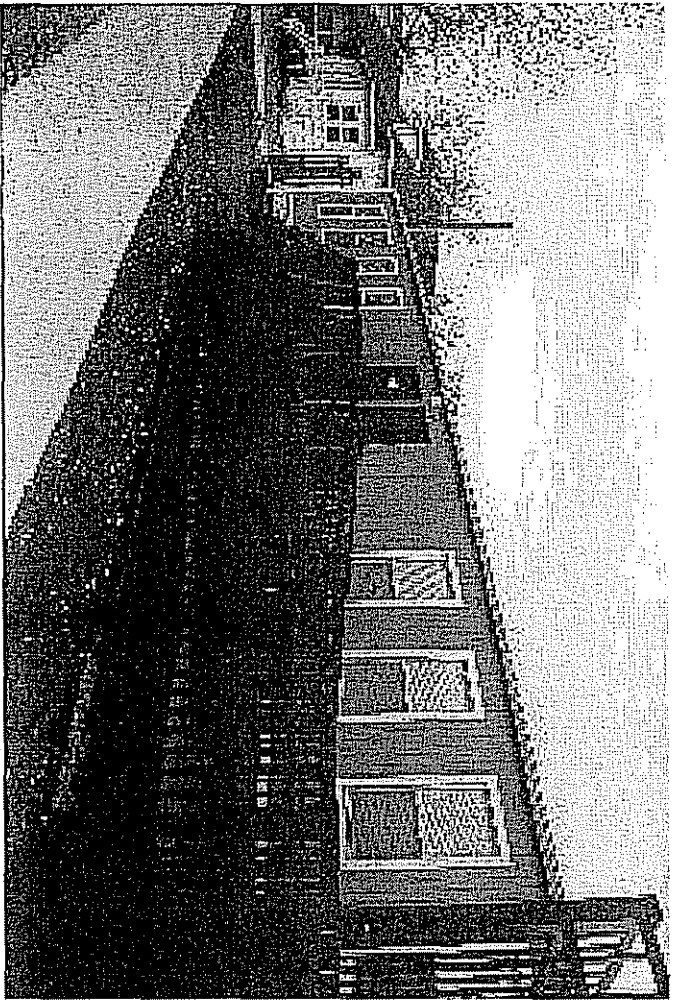
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Permanent or Temporary Building Solutions





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 Naperville, Illinois 60563
 Telephone: 630-305-0300
 Fax: 630-305-3695
 On-Line: www.innovativemodular.com

IMS PARTIAL REFERENCE LIST FOR 2001 - 2008

The reference list below is compiled of architects, construction managers, and clients that I have personally worked with during my tenure at Innovative Modular Solutions. A complete list of references for our company as a whole can be provided upon request.

Sean McCarthy
 Illinois Sales Rep
 Innovative Modular Solutions

A/E or CM Firms	Location	Contact	Phone
Allied Design Consultants	Springfield, IL	Bill VanDussen	217-522-3355
Arcon & Associates	Lombard, IL	Steve Flint	630-495-1900
Bauer Latoza Studio	Chicago, IL	Bill Latoza	312-986-1000
Bovis Lend Lease	Chicago, IL	John Wilder	312-907-2774
Cushman Stahler Group	Lombard, IL	Greg Stahler	630-889-8800
De Tella, Planera & Paukner	East Chicago, IL	Mike Ilko	708-754-4040
DLR Group	Chicago, IL	Dennis Bane & Jim Beckett	312-382-9980
FGM Architects	Oak Brook, IL	Alan Armbrust, Joe Pullara & Jack Krezel	630-574-8700
Gilfillan Callahan	Batavia, IL	Pat Callahan & Craig Meadows	630-761-0579
Gilfillan Callahan	Rolling Meadows, IL	Ken Schultz	847-952-0545
Healy Bender	Naperville, IL	Tory Hannan and Frank Schwartz	630-904-4300
Legat Architects	Waukegan, IL	James McDonough	847-662-3535
McClellan Blakemore Architects	Rockford, IL	Rick McClellan	815-227-0023
Richard L. Johnson & Associates	Rockford, IL	Dick Johnson	815-398-1231
STR Partners	Chicago, IL	Jan Tanaguchi	312-464-1444
Wight and Company	Darien, IL	Brad Paulsen, Mike Lopez & Jason Dwyer	630-969-7000
Wold Architects	Palatine, IL	Tedd Stromswold	847-241-6100

Customer	Location	Contact	Phone
Barrington CUSD 220	Barrington, IL	Steve Fields	847-381-1792
Belvidere CUSD 100	Belvidere, IL	Jim Metz and John Larkin	815-544-0301
Bensenville ESD 2	Bensenville, IL	Jim Stelter	630-766-5940
Bloomington Public Schools	Bloomington, IL	Colin Monahan and Jay Smithson	309-827-6031
Bradley-Bourbonnais CHSD 307	Bradley, IL	Keith Schweitzer	815-937-3715
Bremen HSD 228	Oak Forest, IL	Kevin O'Donnell	708-389-1175
Casey-Westfield CUSD C-4	Casey, IL	Bob Ehlke and Clyde Frankie	217-932-2184
Frankfort CCSD 157-C	Frankfort, IL	Ernie Tonelli	815-469-5922
Glen Ellyn SD 41	Glen Ellyn, IL	Kris Monn and Ed Maylath	630-790-6400
Hazel Crest SD 152 5	Hazel Crest, IL	Jay Hudson	708-335-0790
Indian Prairie SD 204	Naperville, IL	Howard Crouse and Todd DePaul	630-851-6161
Johnsburg CUSD 12	Johnsburg, IL	Pat Bingman and Bob Sindler	815-385-9233
Kinnickinnick CCSD 131	Roscoe, IL	Bob Lauber	815-914-8673
Lake Forest CHSD 115	Lake Forest, IL	Allen Albus	847-584-7414
Lockport THSD 205	Lockport, IL	Bill Thompson	815-588-8110
Minooka CHSD 111	Minooka, IL	Jeff Stangland	815-467-2147
Naperville CUSD 203	Naperville, IL	Ralph Weaver	630-420-6326
Orland SD 135	Orland Park, IL	Rich Lesniak	708-364-3312
Oswego CUSD 309	Oswego, IL	Bill Baumann & Michael Barr	630-554-3447
Prairie Grove SD 46	Crystal Lake, IL	Mary Fasbender & Joel Murphy	815-444-4344
Prairie Hill CCSD 133	South Beloit, IL	Ted Rehl	815-389-4694
Round Lake ASD 116	Round Lake, IL	Walter Korpan	847-270-9000
South Holland SD 151	South Holland, IL	Doug Hamilton and Gary Hahn	708-339-1516
Southwest Cook Co-op	Oak Forest, IL	Nancy Rehnquist	708-687-0900
St. Bede School	Ingleside, IL	Paul Cygan	847-587-2251
St. Mary's School	Metamora, IL	Sharon Elbert	309-367-4407
St. John's Lutheran School	Country Club Hills, IL	Art Metzner	708-799-7491
Valley View SD 365U	Romeoville, IL	Gregg Worrell	815-886-2700
Village of Glenview	Glenview, IL	Rick Valent	847-376-0150
West Aurora SD 129	Aurora, IL	Tom Hammond and Pete Kerl	630-844-4400
West Chicago School District 33	West Chicago, IL	Ed Leman and Sue Caddy	630-293-6000

I-2
Michael A. O'Connor
Mayor



Berwyn Historic
Preservation Commission

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-1427
www.berwyn-il.gov

January 12, 2009

Mayor Michael A. O'Connor
Thomas J. Pavlik, City Clerk
Members of the City Council
6700 W. 26th Street
Berwyn, IL 60402

RE: Budget Line Item Request

Dear Mayor O'Connor, Clerk Pavlik and Members of the City Council:

The Berwyn Historic Preservation Commission is entering its second year of work on behalf of the city of Berwyn, and the seven Commissioners have put in many volunteer hours to date. Examples of the work we have done include:

- Nomination and landmarking of three of Berwyn's best-known buildings (City Hall, the American State Bank building on Cermak, and the Berwyn State Bank building on Windsor);
- Development of the Demolition Delay Ordinance that was passed by the City Council in 2008 as an important adjunct to our Preservation Ordinance;
- Production of informational brochures about historic preservation for distribution at city events;
- Submission of a detailed application to the Illinois Historic Preservation Agency to become a Certified Local Government, which, if approved¹, will entitle Berwyn businesses and homeowners to tax incentives and grants; and
- Reaching out to other state and local agencies, including the Illinois Historic Preservation Agency, Landmarks Illinois, the BDC, and the Main Street Program to collaborate on preservation issues.

¹We have received strongly positive feedback on the application, and the IHPA has stated that we should receive notice of approval within the next two months.

We have big plans for 2009. A major goal is to begin to create a survey of the City that will document our historic resources for the future and form the basis for nominating local historic districts. Other projects include the landmarking of additional buildings that are important to the City (like the Berwyn Train Station, the Health Department, and the Dunham House); distributing bronze plaques for display on our newly-designated landmarks; securing funding for Berwyn residents for historic preservation and renovation projects through the CLG program and other sources; developing education and outreach programs, including a summer internship; and developing a Berwyn Historic Preservation website to bring together all the historic resources relevant to Berwyn in one place.

We have reached a stage in which we now need funding to continue the work that we have been asked to do under the Preservation Ordinance, so we ask that the City please provide the BHPC with a line item in its budget for the coming year.

We request an allowance of \$45,000 for 2009.

Anticipated expenses that we will incur for 2009 include the following:

<u>Category</u>	<u>Estimated cost</u>
• Survey of historic resources (initial phase: Cermak Road)	\$10,000 to \$35,000 ²
• Website construction and maintenance	\$6,000
• Plaques for local landmarks (@ approx. \$250 each)	\$3,000
• Printing, supplies, materials and conference fees	\$2,000
• Education and outreach	\$3,500
• Postage and notices required by the Ordinance	\$500

Please feel free to contact me if you have any questions about the BHPC or our request for funding.

Sincerely,

/s/ Jamie S. Franklin
Jamie S. Franklin
Secretary, BHPC

²We are currently interviewing survey firms.

7.3

ALDERMAN MARK WEINER
Berwyn, Illinois 60402
MarkWeiner1@Hotmail.Com

January 23, 2009

Re: AT & T Boxes

Council Members:

A few years ago I proposed painting the traffic signal boxes so they would be less unsightly. Nothing happened for whatever reason. Now, I am proposing we take the \$1,600.00 per AT & T box and hire people in Berwyn to paint the AT & T boxes, which are incredibly unsightly.

Already, I have seen graffiti and tagging on the AT & T boxes. Hopefully, when spring hits, we can have all the logistics finished and have the AT & T boxes painted at that time.

Any suggestions as to where to send this communication would be greatly appreciated.

Very truly yours,



Mark Weiner



THE CITY OF BERWYN, ILLINOIS

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

NONA N. CHAPMAN
First Ward Alderman

HM: (708) 484 Nona (6662)
E-Mail: 1stWard@Berwyn-IL.Gov

January 22, 2009
Mayor Michael A. O'Connor
Members of the Berwyn City Council
Berwyn City Hall

SUBJECT: 3600 block of Wenonah Avenue extend "Resident Parking Only" hours

Ladies and Gentlemen,

The residents of the 3600 block of Wenonah Avenue wish to extend the current hours of "Resident Parking Only" on their block. This request is in response to the parking problems and public nuisance experienced due to a local bar on Ogden Ave in Berwyn. The petitions with their names, addresses and signatures will be presented at the January 27, 2009 meeting.

The residents understand that the resident only parking (currently 9am-9pm Mon-Sat, 9am-5pm Sun) will be extended to 24 hours a day, 7 days a week.

The only change will be extending the hours of the current "Resident Parking Only" policy

Please forward this communication to the Traffic Engineer for implementation of the extended restriction

Nona N. Chapman
1st Ward Alderman

I-5



THE CITY OF BERWYN, ILLINOIS

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www.berwyn-il.gov

NONA N. CHAPMAN
First Ward Alderman

HM: (708) 484 Nona (6662)
E-Mail: 1stWard@Berwyn-IL.Gov

January 22, 2009
Mayor Michael A. O'Connor
Members of the Berwyn City Council
Berwyn City Hall

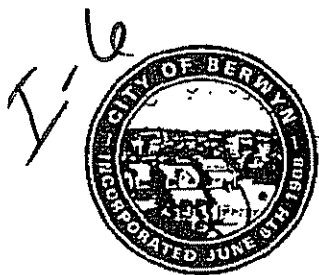
SUBJECT: 3300 block of Grove Avenue request superzone "Permit Parking Only"

Ladies and Gentlemen,

The residents of the 3300 block of Grove Avenue wish to request superzone "Permit Parking Only" on their block. The permit parking zone would be on the west side of Grove Avenue only, in front of their residences from the alley north of 34th Street to approximately 3326 Grove Avenue. This request is in response to the parking problems experienced on Grove Avenue due to the high parking demand and the current short term parking regulations. The petitions with their names, addresses and signatures will be presented at the January 27, 2009 meeting.

Please forward this communication to the Traffic Engineer for a traffic study and a recommendation for the restriction.

Nona N. Chapman
1st Ward Alderman



THE CITY OF BERWYN, ILLINOIS

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

NONA N. CHAPMAN
First Ward Alderman

HM: (708) 484.Nona (6662)
E-Mail: 1stWard@Berwyn-IL.Gov

January 22, 2009
Mayor Michael A. O'Connor
Members of the Berwyn City Council
Berwyn City Hall

SUBJECT: Windsor Avenue conflicting signage problems versus our written ordinances

Ladies and Gentlemen,

It has been brought to my attention that there are conflicting signage problems versus our written ordinances, in the residential area on Windsor Avenue between Harlem Avenue and Maple Avenue.

Please forward this communication to the Traffic Engineer for the correction of the signs.

Nona N. Chapman
1st Ward Alderman

Section J

Staff Reports

5-1

CITY OF BERWYN

CITY COUNCIL MEETING (Date) 01/27/09

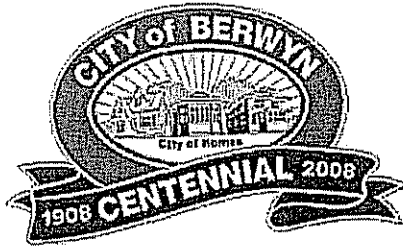
Deferred Communication

Agenda Item JH is a Deferred Communication from C C Meeting dated 01/13/09 Agenda item #22

FROM Building Director

Re: Disposal of Two Inspector Vehicles

Michael A. O'Connor
Mayor



Daniel J. LeBeau
Building Director

ITEM NO. 22
DATE JAN 13 2009
DISPOSITION Defer

J-4

A Century of Progress with Pride

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January 9, 2009

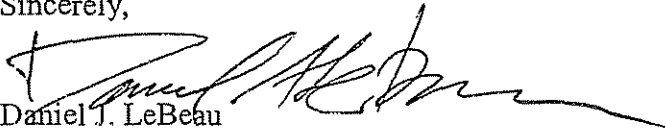
Re: Disposal of Two Inspector Vehicles

Dear Mayor and Council members,

Please direct the Finance Director to dispose of two inspector vehicles that have come to the end of their useful lives. Both 1996 Ford Taurus's need their transmissions replaced. Due to the poor condition of the engine and suspension of these thirteen year old cars, spending \$1,200.00 to replace each of the transmissions is not a wise investment.

TAG	VIN	MILAGE
Building Dept. #11-6	1FALP52U5TG176923	57,000
Collector Dept.	1FALP52V8TG118949	76,000

Sincerely,


Daniel J. LeBeau
Building Director

Enclosure


Honorable Mayor Michael A O'Connor
And Members of the City Council
Berwyn City Hall
6700 W 26th St.
Berwyn,IL 60402

Dear Mayor And Council Members

I am requesting the disposal of two 1996 Ford Taurus's from The Building Department fleet. Both of the vehicles need the transmissions replaced. The cost is \$1200.00 Per car *

The first 1996 Taurus VIN # 1FALP52U5TG176923 has 57,000 Miles and is identified as 11-6. The second Taurus VIN # 1FALP52V8TG118949 has 76,000 miles and is identified as Collector Car.

Neither vehicle is mechanically sound enough (motor and suspension) to insure reliability after a capitol investment to Replace the transmission.

Respectfully

Sam Canino / Fleet Maintenance

* Nationwide Transmission (Berwyn) \$1895.00
King Transmission (Elmhurst) \$1200.00

MAO
Michael A. O'Connor
Mayor



Nicole Campbell
Traffic Engineer

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0285
www.berwyn-il.gov

January 20, 2009

To: Mayor Michael A. O'Conner & City Council Members

From: Nicole Campbell, City Traffic Engineer

Re: Parking in the Stanley – Windsor Avenue Area

In November a summary was submitted for Council review on the current parking in the Stanley – Windsor Avenue area. This summary described the current parking regulations and presented recommendations to provide uniformity and clarity to parking in the area. Flyers were then distributed to the businesses in the Stanley – Windsor Area, containing an outline of the proposed changes and information on the parking permit options and regulations in the area. A meeting with the businesses was held for discussion on these changes.

The proposed changes consist of converting the existing 90 minute parking areas to 2 hour parking 7am-5pm Monday through Friday or Saturday, where necessary. Install 2 hour signs where missing. Install Resident Parking 8am - 10am Monday through Friday, where signage is missing on blocks primarily composed of residences. These changes will not affect the angled parking spots along the north and south sides of the railroad tracks.

Included in this communication are revisions to the parking ordinances required to facilitate the changes presented to Council in November. The revised ordinances are attached and a summary of the revisions are included below. Additions are bolded and underlined and deletions are stricken through.

It is recommended that Council approve these changes in order to move forward with the ordering and installation of the new signs.

Sincerely,

Nicole Campbell
Nicole Campbell, Traffic Engineer

Revision Summary

Revisions to 480.07 LIMITED PARKING

Revisions to this section were made to include all 2 hour parking areas along Windsor Avenue, Stanley Avenue, 32nd Street, 34th Street and the intersecting streets under a single sub-header organized per restriction type.

Revisions to 484.03 MUNICIPAL, COMMUTER AND BUSINESS PERMIT PARKING

- An existing Business Reserved Parking area on Clinton Avenue, just south of Windsor Avenue was included.
- A proposed parking area on Home Avenue, just south of Windsor Avenue was added.

- Section (i) was revised to include the municipal lot evening and weekend parking regulations that were omitted during an April 2008 revision of this ordinance.
- Section (i) was also revised to include the evening and weekend parking regulations of the Commuter Parking Area per the revised BNSF lease.

Revisions to 484.08 RESIDENT PERMIT PARKING ONLY 3:00 A.M. TO 9:00 A.M.

- Section (a) was updated to clarify the resident parking permit definition.
- A portion of section (b) that was omitted during a July 2008 revision of this ordinance was added.
- A subsection titled "Resident Parking 8am – 10am Monday through Friday" was added to include the resident parking areas within the Stanley-Windsor area. This was expanded to include surrounding streets that were clearly signed with this same parking restriction
- Section (d) in its entirety that was omitted during a July 2008 revision of this ordinance was added.

480.07 LIMITED PARKING

- (a) Wesley Avenue from 16th Street south to the southern property line of the North Berwyn Park District Community Center shall be designated as "15 Minute Parking" from 9:00 a.m. to 9:00 p.m.
- ~~(b) Parking on the south side of Windsor Avenue, from the east corner of Home Avenue to the west corner of Oak Park Avenue shall be designated as two (2) hour parking. This restriction shall apply only from the hours of 7:00a.m. to 5:00p.m., Monday through, and including, Friday.~~
- ~~(e)(b)~~ Two parking spots on the south side of 16th Street and directly west of Wisconsin Avenue shall be designated as "30 Minute Parking" from the hours of 12:00p.m. to 5:00p.m. on Thursday, Friday and Saturday of each week.
- ~~(d)(c)~~ Parking on the east and west sides of Harvey Avenue, from 26th Street north to the southwest and southeast corners of the first alley to intersect Harvey Avenue to the north of 26th Street, shall be designated as "90 Minute Parking" from the hours of 8:00a.m. to 5:00p.m. on Monday through, and including, Saturday of each week.
- (d) Two (2) Hour Parking from 7:00 a.m. to 5:00 p.m., Monday through Friday, shall be designated in the following locations:**
- a. South side of Windsor Avenue, from the east corner of Home Avenue to the west corner of Oak Park Avenue.**
 - b. North side of Stanley Avenue from Harlem to Maple Avenues, Clinton to Euclid Avenues and Wesley to Ridgeland Avenues.**
 - c. East side of Clinton Avenue from Stanley Avenue to the first alley north.**
 - d. East side of Kenilworth Avenue from Windsor Avenue to the first alley south. Kenilworth Avenue from Stanley Avenue to the first alley north.**
 - e. East side of Grove Avenue from 34th Street to 32nd Street. West side of Grove Avenue; from 34th Street to the first alley north, from the north property line of 3326 Grove Avenue to the north property line of 3304 Grove Avenue, and from Stanley Avenue to 32nd Street.**
 - f. West side of Euclid Avenue from Stanley Avenue to the first alley north.**
 - g. 32nd Street from the alley east of Kenilworth Avenue to Grove Avenue.**
 - h. 34th Street from Grove Avenue to Oak Park Avenue.**
- (e) Two (2) Hour Parking from 7:00 a.m. to 5:00 p.m., Monday through Saturday, shall be designated in the following locations:**

- a. North side of 32nd Street from Grove Avenue to the alley east. South side of 32nd Street from Grove Avenue to Oak Park Avenue.
- b. West side of Oak Park Avenue from the southern property line of 3300 Oak Park Avenue to 31st Street. East side from Stanley Avenue to 31st Street.

484.03 MUNICIPAL, COMMUTER AND BUSINESS PERMIT PARKING

(a) Council shall establish certain parking spaces within the City as permit parking only spaces, such spaces to be designated by signs indicating "Municipal Permit Parking Only", "Commuter Permit Parking Only" or "Business Permit Parking".

(b) Municipal, commuter and business permits to park in such spaces are available upon application to the City Collector on a form to be provided for this purpose, which application shall include the name, address and telephone number of the applicant.

(c) The fee for a Grove Municipal Lot parking permit is three hundred and seventy-five dollars (\$375.00) per year, and the number of permits shall be marked or otherwise limited by availability.

(d) The fee for a Commuter unreserved parking permit is ninety dollars (\$90.00) per quarter or three hundred and thirty dollars (\$330.00) per year, and the number of permits shall be limited by availability.

(e) The fee for a Business reserved parking permit is one hundred and twenty five dollars (\$125.00) per year, and the number of permits shall be marked or otherwise limited by availability.

Business Permit Parking shall be valid from 7am-7pm at ~~this~~ these locations within the City:

- (1) West side of Kenilworth Avenue from Windsor Avenue to the first alley south.
- (2) East side of Clinton Avenue from Windsor Avenue to the first alley south.**
- (3) East side of Home Avenue from Windsor Avenue to the first alley south.**

(f) The fee for a Business unreserved parking permit is one hundred and twenty-five dollars (\$125.00) per year, and the number of permits shall be limited by availability, except that each business in the Depot District may purchase two Business Parking Stickers to be used anywhere in the Depot District where parking is not restricted to reserved parking permit holders or Commuter parking permit holders.

(g) The Collector may prorate the yearly or quarterly fee on a weekly or monthly basis. Such permit shall not be issued or renewed until the required fee is paid, and the permit is not transferable. In the event of the loss of such permit, the fee for replacement shall be one-half of the cost of the original permit, and an application for such replacement shall be made to the Collector.

(h) Municipal, commuter and business parking permits shall be in decal form and in colors designated by the City Collector, shall be numbered and shall state the date of issuance and date of expiration. Such permits shall be affixed to the windshields of vehicles where they may be visible from the exterior of the vehicles.

(i) No vehicle which does not bear a Municipal parking permit, a commuter parking permit or a Business parking permit shall park in those spaces designated as "Municipal Permit Parking Only", "Commuter Permit Parking Only" or "Business Permit Parking Only". **The Grove Municipal Lot will permit public use of all parking spaces after 4:00 p.m. until 6:00 a.m., Monday through Friday and all day Saturday and Sunday. All parking spaces along the railroad tracks designated as "Commuter Permit Parking" shall be used as public parking after 5:00 p.m. until 5:00 a.m., Monday through Friday and all day Saturday, Sundays and holidays.** All such spaces shall be designated as tow zones.

484.08 RESIDENT PERMIT PARKING ONLY 3:00 A.M. TO 9:00 A.M.

- (a) Unless otherwise provided, the parking of motor vehicles on the streets in the City of Berwyn between the hours of 3:00 A.M. to 9:00 A.M., except on City holidays established by City Council, is limited to vehicles with a legally obtained and properly displayed Berwyn resident parking permit (also referred to as "vehicle sticker"), visitor parking pass or temporary visitor parking pass.
- (b) Exceptions to this limitation shall be established by ordinance. The locations which are the subject of such exceptions shall be clearly marked with signage indicating limitations different than those provided in subsection (a).

1) RESIDENT PARKING ONLY 8:00 A.M. TO 10:00 A.M. MONDAY THROUGH FRIDAY. These locations are as follows:

Stanley Avenue from Maple Avenue to Clinton Avenue and from Euclid Avenue to Wesley Avenue.

Maple, Wisconsin, Wenonah and Home Avenues from Stanley Avenue to 31st Street.

Maple, Wisconsin and Wenonah Avenues from 34th to 35th Streets.

West side of Home Avenue from Windsor Avenue to 35th Street. East side of Home Avenue from the alley south of Windsor Avenue to 35th Street.

West side of Clinton Avenue from 31st Street to Stanley Avenue and from Windsor Avenue to 35th Street. East side of Clinton Avenue from 31st Street to the alley north of Stanley Avenue and from the alley south of Windsor Avenue to 35th Street.

Kenilworth Avenue from the alley north of Stanley Avenue to the alley south of 31st Street.

Wesley, Clarence, East and Scoville Avenues from Stanley Avenue to 31st Street.

East side of Gunderson Avenue from Stanley Avenue to 31st Street. West side of Gunderson Avenue from the alley north of Stanley Avenue to 31st Street. Gunderson from the first alley south of Windsor to 34th Street.

North side of 31st Street from Maple Avenue to Scoville Avenue. South side of 31st Street from Harlem Avenue to Clinton Avenue and from the alley east of Kenilworth Avenue to Oak Park Avenue and from the alley east of Oak Park Avenue to Gunderson Avenue.

North side of 32nd Street from the first alley east of Harlem Avenue to Grove Avenue. South side of 32nd Street from the first alley east of Harlem Avenue to the alley east of Kenilworth Avenue. 32nd Street from Gunderson Avenue to Lombard Avenue.

34th Street from Harlem Avenue to Grove Avenue.

(c) Dual signage policy. The Public Works Department shall purchase and install signage throughout the City indicating "Resident Permit Parking Only" along with an additional sign indicating the time period during which only resident permit parking is permitted. Refer to "dual signage policy - illustration."

1. The main sign indicating "Resident Permit Parking Only" shall measure 12 inches wide by 18 inches high and shall state: "Resident Permit Parking Only" over the top 12 inches of the sign.
2. An additional sign measuring 12 inches wide by 4 inches high shall define the time period during which only resident permit parking only is permitted and shall be fastened with rivets over the bottom four inches of the larger sign.
3. If a street is designated as "Resident Permit Parking Only" with no exceptions, then the lower four inches of the larger sign may be used to provide other information, such as:
 - a. The amount of the fine associated with violation of the restriction;
 - b. The special zoning of the street such as a superzone designation.

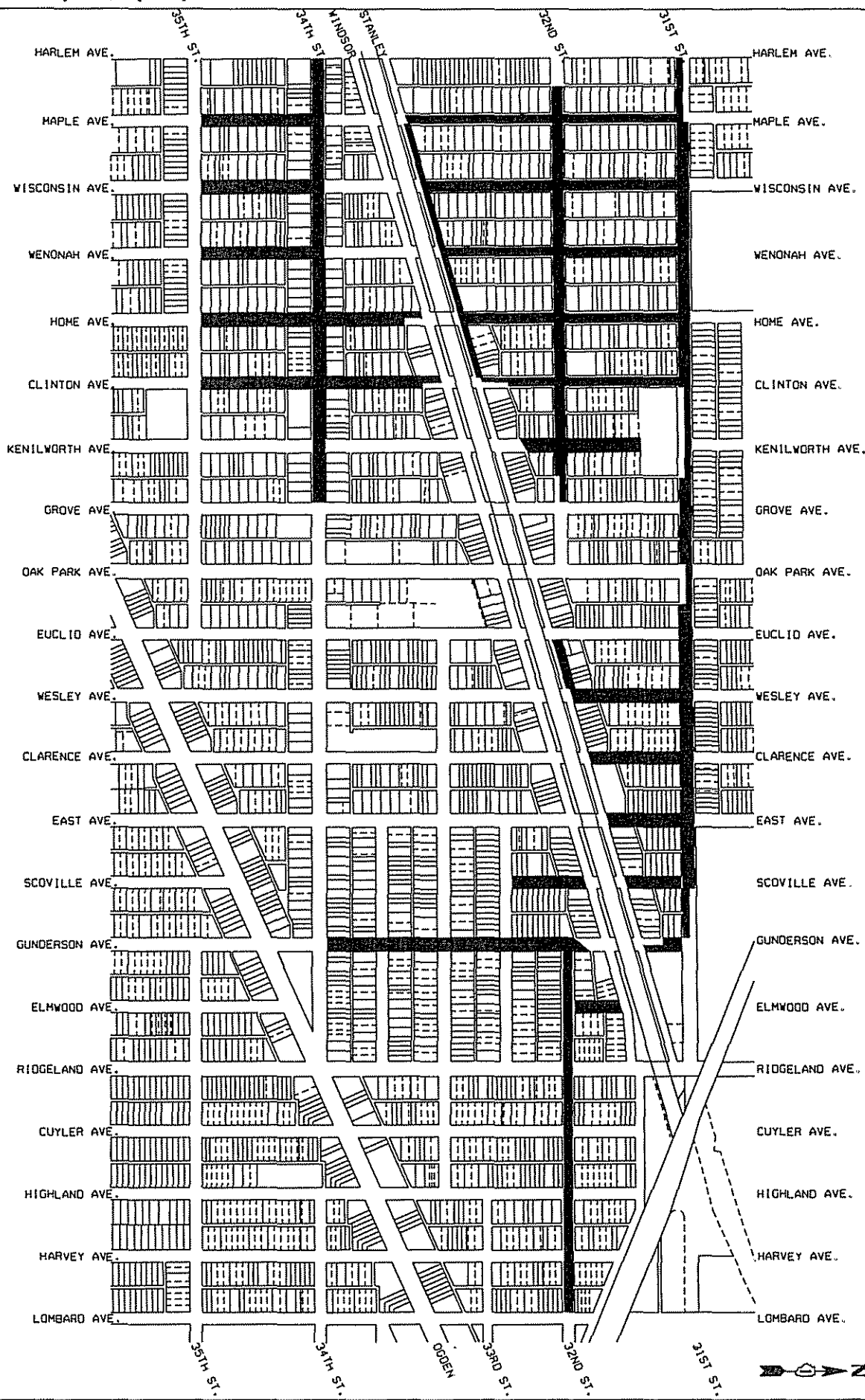
4. Illustration of "Dual Signage."




(d) Enforcement of restrictions created under this section shall not be enforced until such times as signs indicating the parking restrictions are posted. Enforcement of the parking restrictions may begin on each City block only as signs indicating parking restrictions are posted on each individual City block.

(Ord. 06-04. Passed 2-14-06.)

RESIDENT PARKING BAN : 10 AM MON - FRI





CITY OF BERRYN

Resident Parking
 Ban - 10 am
 Mon. - Fri.

DATE	1/22/2009
SHEET	1 OF 1

53



The City of BERWYN, Illinois Fire Department

FRANK SIMEK, Assistant Chief
708.788.2660 ext 3279

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

MEMO

January 13, 2009

To: Mayor O'Connor
City Council

From: Frank Simek
Assistant Fire Chief

Re: Change orders to 16th St. firehouse construction

The attached document is change order #4 regarding the construction of the 16th St firehouse in the amount of \$13,039.00. Wold Architects is requesting your approval for payment. This change order is still within our budget for this project.

Respectfully,

Frank Simek
Assistant Fire Chief



MINNESOTA
ILLINOIS
MICHIGAN
COLORADO

December 16, 2008

ILLINOIS OFFICE
110 N BROCKWAY STREET
SUITE 220
PALATINE, ILLINOIS 60067
847 241 6100
FAX 847 241 6105
WWW.WOLDAE.COM
ILLINOIS@WOLDAE.COM

Frank Simek, Assistant Fire Chief
City of Berwyn – Fire Department
6700 W. 26th Street
Berwyn, Illinois 60402

Re: City of Berwyn – New 16th Street Fire Station
Commission No. 063027

Dear Frank:

Enclosed, you will find Change Order #4 for the New 16th Street Fire Station project. Please review and present this Change Order to the City Council at your earliest convenience. The following is an itemized list of the items in this Change Order.

<u>Item No.</u>	<u>Description</u>	<u>Add/Deduct</u>	<u>Item Cost:</u>
4.1	Cost associated with additional computer, phone and power locations requested by Owner.	Add	\$2,250.00
4.2	Cost associated with relocation of suspended sanitary line in conflict with steel beam location.	Add	\$832.00
4.3	Cost associated with providing accessible showers at upper toilet rooms, revising hose tower elevation, and modifying mezzanine storage door.	Add	\$7,389.00
4.4	Credit for revision to downspouts to be surface mounted instead of recessed into walls.	Deduct	<\$1,000.00>
4.5	Cost associated with reduction in watermain and revisions to fittings related to revised watermain location.	Deduct	<\$480.00>
4.6	Cost associated with revisions to Apparatus Bay equipment locations as requested by the Fire Department.	Add	\$2,515.00
4.7	Cost associated with revising countertops at Upper Level toilet rooms to be handicap accessible.	Add	\$1,533.00
Total of Change Order #4		Add	\$13,039.00

Letter to Frank Simek – Change Order #4
December 16, 2008
Page Two

After approval by the City Council, please return all three (3) signed copies to my attention. If you have any questions, please do not hesitate to call.

For your review, I have also enclosed an updated summary of the overall project budget.

Sincerely,

WOLD ARCHITECTS AND ENGINEERS

A handwritten signature in black ink, appearing to read "Matt Bickel". The signature is stylized and cursive, with a long horizontal flourish extending to the right.

Matt Bickel, Assoc. AIA, LEED AP
Associate

cc: Mayor Michael O'Connor, City of Berwyn (letter only)
Ben Yiu, Robert Yiu Construction (letter only)
Roger Schroepfer, Wold (letter only)

L:\Berwyn_City_ofWold Documents\063027\crsp\Change Orders\121608_Simek_CO #4 doc



We Serve and Protect

5-4

BERWYN POLICE DEPARTMENT



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
Fax (708) 795-5627 Emergency 9-1-1

January 22, 2009

Mayor Michael A. O'Connor
Members of the Berwyn City Council
6700 W. 26th Street
Berwyn, IL 60402

Ladies and Gentlemen:

Due to the unforeseen resignation of one of our probationary patrol officers, the Berwyn Police Department, in its continuing effort to provide the citizens of Berwyn a safe community in which to live, work and play, is respectfully requesting your approval of the hiring of one officer from the Lateral Entry pool.

Thank you for your prompt attention and consideration of this request.

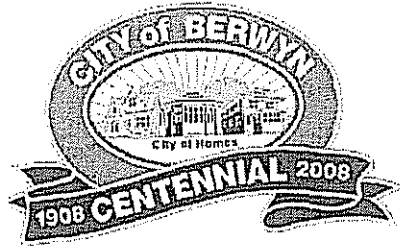
Respectfully,

William R. Kushner
Chief of Police

WRK/md

Michael A. O'Connor
Mayor

J-5



John Wysocki
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0273
www.berwyn-il.gov

To: City Council and Mayor Michael O'Connor

From: John Wysocki

Date: January 23, 2009

Re: Accounts Payable

With the implementation of the New World financial management system as of January 1, 2009, some changes have been necessary in the accounts payable listing that is presented to council for approval. Those payable relating to 2008 expenditures have been prepared in the old GEMS accounting system and are attached for your review and approval.

Any payables relating to 2009 expenditures will be produced with the New World system and will be presented to you under separate cover prior to the January 27 meeting. As soon as they are available they will also be posted to the agenda on the City's website.

BUDGET CHAIRMAN MARK WEINER

Berwyn, Illinois 60402

MarkWeiner1@Hotmail.Com

January 23, 2009


Re: Payables

Council Members:

The current payables have been prepared for review by the Finance Department and are ready for approval at the January 27, 2009 Council meeting.

Payables: \$757,039.84

Very truly yours, MARK WEINER


Mark Weiner

CITY OF BERWYN
 CHECK REGISTER
 DATE RANGE: 01/14/09 - 01/22/09

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	340749	\$885.00 885.00	01/14/09 11-5-20-5300	00049		0 A.W.E.S.O.M.E. PEST SERVICE A	OUTSTANDING
01	340826	\$275.67 275.67	01/22/09 11-5-21-5500	00908		0 AIRGAS NORTH CENTRAL A	OUTSTANDING
01	340785	\$34267.53 34267.53	01/14/09 40-5-00-5700	01861		0 ALFRED BENESCH & COMPANY A	OUTSTANDING
01	340775	\$24.16 24.16	01/14/09 23-5-00-5220	01565		0 ALLIANCE ENTERTAINMENT,LLC A	OUTSTANDING
01	340836	\$488.00 488.00	01/22/09 80-5-00-5500	01506		0 ALLIED ASPHALT A	OUTSTANDING
01	340824	\$51.35 23.95 27.40	01/22/09 23-5-00-5210 23-5-00-5220	00828		0 AMAZON.COM BKS AV	OUTSTANDING
01	340776	\$2635.59 2635.59	01/14/09 11-5-16-5210	01586		0 AT&T A	OUTSTANDING
01	340867	\$601.90 601.90	01/22/09 32-5-00-5310	01586		0 AT&T A	OUTSTANDING
01	340754	\$947.00 947.00	01/14/09 11-5-16-5210	00351		0 AT&T INTERNET SERVICES A	OUTSTANDING
01	340784	\$286.71 286.71	01/14/09 23-5-00-5220	01838		0 BAKER & TAYLOR ENTERTAINMENT A	OUTSTANDING
01	340846	\$386.30 386.30	01/22/09 23-5-00-5220	01838		0 BAKER & TAYLOR ENTERTAINMENT A	OUTSTANDING
01	340760	\$2283.67 2136.26 147.41	01/14/09 23-5-00-5210 23-5-00-5210	00531		0 BAKER & TAYLOR, INC. A A	OUTSTANDING
01	340819	\$3234.18 3234.18	01/22/09 23-5-00-5210	00531		0 BAKER & TAYLOR, INC. A	OUTSTANDING
01	340809	\$22707.71 22707.71	01/22/09 79-5-00-5200	00013		0 BARGE TERMINAL & TRUCKING A	OUTSTANDING
01	340751	\$173.96 173.96	01/14/09 23-5-00-5210	00176		0 BARNES & NOBLE A	OUTSTANDING
01	340822	\$280.58	01/22/09	00737		0 BBC AUDIOBOOKS AMERICA	OUTSTANDING

CITY OF BERWYN
 CHECK REGISTER
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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		280.58	23-5-00-5220			A	
01	340787	\$1000.00 1000.00	01/14/09 11-2-00-2450	20815		0 BECMAR SPRINKLER SYSTEM, INC. A	OUTSTANDING
01	340794	\$29.95 29.95	01/14/09 23-5-00-5245	32557		0 BEECHER COMMUNITY LIBRARY A	OUTSTANDING
01	340768	\$92.00 92.00	01/14/09 11-5-16-5300	01162		0 BEN SMOGLOLSKI A	OUTSTANDING
01	340750	\$54.19 54.19	01/14/09 40-5-00-5700	00078		0 BERWYN DEVELOPMENT CORP A	OUTSTANDING
01	340810	\$6500.00 1000.00 5500.00	01/22/09 57-5-57-8130 57-5-57-8130	00078		0 BERWYN DEVELOPMENT CORP A A	OUTSTANDING
01	340837	\$234.00 234.00	01/22/09 23-5-00-5220	01545		0 BLACKSTONE AUDIOBOOKS A	OUTSTANDING
01	340805	\$320.76 320.76	01/14/09 23-5-00-5210	35796		0 BOWKER A	OUTSTANDING
01	340828	\$245.10 245.10	01/22/09 23-5-00-5335	00996		0 CASE LOTS INC A	OUTSTANDING
01	340866	\$374.42 374.42	01/22/09 11-5-08-5300	01488		0 CHICAGO BADGE COMPANY A	OUTSTANDING
01	340858	\$17.18 17.18	01/22/09 11-5-08-5505	00236		0 CHICAGO OFFICE TECHNOLOGY GROUP A	OUTSTANDING
01	340827	\$68.50 68.50	01/22/09 23-5-00-5335	00976		0 CINTAS # 769 A	OUTSTANDING
01	340860	\$446.00 446.00	01/22/09 11-5-08-5305	00390		0 CITADEL A	OUTSTANDING
01	340747	\$359902.40 359902.40	01/14/09 80-5-00-5200	00005		0 CITY OF CHICAGO A	OUTSTANDING
01	340830	\$17360.00 1250.00 1250.00 1250.00 1250.00 3090.00	01/22/09 56-5-56-8100 57-5-57-8130 55-5-55-8120 58-5-58-8110 56-5-56-8100	01153		0 CLEARCHANNEL OUTDOOR CERMAK TIF RR TIF SO BERW TIF OGDEN TIF CERMAK TIF	OUTSTANDING

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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		3090.00	55-5-55-8120			SO BERWY TIF	
		3090.00	57-5-57-8130			RR TIF	
		3090.00	58-5-58-8110			OGDEN TIF	
01	340829	\$2452.63	01/22/09	01135		0 CNH CAPITAL AMERICA LLC	OUTSTANDING
		2452.63	11-5-29-5705			A	
01	340799	\$421.60	01/14/09	33441		0 COVER ONE	OUTSTANDING
		421.60	23-5-00-5335			A	
01	340855	\$27.00	01/22/09	33429		0 DARLENE WESLEY	OUTSTANDING
		27.00	11-5-20-5300			A	
01	340848	\$2500.00	01/22/09	01986		0 DAVE GOLDMAN	OUTSTANDING
		2500.00	55-5-55-8120			A	
01	340757	\$1691.77	01/14/09	00438		0 DELL MARKETING L.P.	OUTSTANDING
		1691.77	23-5-00-5335			A	
01	340755	\$32.09	01/14/09	00388		0 DEMCO EDUCATIONAL CORP	OUTSTANDING
		32.09	23-5-00-5335			A	
01	340815	\$152.75	01/22/09	00388		0 DEMCO EDUCATIONAL CORP	OUTSTANDING
		152.75	23-5-00-5335			A	
01	340788	\$364.96	01/14/09	20818		0 DORIS SANCHEZ	OUTSTANDING
		364.96	80-4-00-4305			A	
01	340791	\$23.00	01/14/09	32264		0 EISENHOWER PUBLIC LIBRARY	OUTSTANDING
		11.00	23-5-00-5245			A	
		12.00	23-5-00-5245			A	
01	340871	\$62.41	01/22/09	20819		0 ELASIA TOVAR	OUTSTANDING
		62.41	11-5-06-5300			A	
01	340764	\$1414.00	01/14/09	01023		0 ENRIQUEZ LAWN MAINTAINENCE	OUTSTANDING
		1414.00	23-5-00-5500			A	
01	340838	\$290.00	01/22/09	01549		0 FEDERAL RENT-A-FENCE, INC.	OUTSTANDING
		290.00	56-5-56-8100			A	
01	340765	\$755.00	01/14/09	01076		0 FIRE SAFETY CONSULTANTS, INC.	OUTSTANDING
		755.00	11-5-11-5400			A	
01	340781	\$865.00	01/14/09	01760		0 FLASH ELECTRIC CO.	OUTSTANDING
		865.00	11-5-23-5500			A	
01	340823	\$750.00	01/22/09	00796		0 FOLGERS FLAG & DECORATING, INC.	OUTSTANDING

CITY OF BERWYN
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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		750.00	11-5-20-5300			A	
01	340814	\$17169.58 17169.58	01/22/09 56-5-56-8100	00167		0 FRANK NOVOTNY & ASSC. A	OUTSTANDING
01	340800	\$252.00 252.00	01/14/09 15-5-00-5300	33503		0 FRANK PADUCH A	OUTSTANDING
01	340782	\$568.59 568.59	01/14/09 23-5-00-5210	01786		0 GALE A	OUTSTANDING
01	340845	\$1196.99 1196.99	01/22/09 23-5-00-5210	01786		0 GALE A	OUTSTANDING
01	340812	\$221.08 221.08	01/22/09 23-5-00-5335	00124		0 GAYLORD BROS INC A	OUTSTANDING
01	340806	\$150.00 150.00	01/14/09 11-4-00-4340	37332		0 GEORGE WASHINGTON MIDDLE SCHOOL A	OUTSTANDING
01	340850	\$378.00 378.00	01/22/09 80-5-00-5505	20803		0 GURTNER PLUMBING, INC. A	OUTSTANDING
01	340758	\$715.85 715.85	01/14/09 11-5-23-5500	00452		0 HALOGEN SUPPLY CO INC A	OUTSTANDING
01	340808	\$2200.00 2200.00	01/22/09 80-5-00-5300	00012		0 HD SUPPLY WATERWORKS, LTD A	OUTSTANDING
01	340832	\$6000.00 6000.00	01/22/09 79-5-00-5200	01287		0 HICKMAN, WILLIAMS & COMPANY A	OUTSTANDING
01	340868	\$257.78 257.78	01/22/09 11-5-08-5335	01824		0 HIGH PSI LTD. A	OUTSTANDING
01	340818	\$1039.94 1039.94	01/22/09 11-5-20-5300	00400		0 HIGHWAY TECHNOLOGIES, INC. A	OUTSTANDING
01	340834	\$177.35 177.35	01/22/09 23-5-00-5335	01498		0 HOME DEPOT CREDIT SERVICES A	OUTSTANDING
01	340835	\$248.74 248.74	01/22/09 11-5-20-5300	01498		0 HOME DEPOT CREDIT SERVICES A	OUTSTANDING
01	340792	\$270.00 270.00	01/14/09 23-5-00-5210	32394		0 HOOVER'S, INC. A	OUTSTANDING
01	340774	\$226.00	01/14/09	01531		0 ILLINOIS DEPARTMENT OF REVENUE	OUTSTANDING

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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		226.00	11-5-23-5215			A	
01	340773	\$475.04 475.04	01/14/09 23-5-00-5335	01366		0 ILLINOIS PAPER & COPIER CO. A	OUTSTANDING
01	340804	\$26.00 26.00	01/14/09 23-5-00-5245	34504		0 INDIAN PRAIRIE PUBLIC LIBRARY DIST. A	OUTSTANDING
01	340756	\$1562.39 1562.39	01/14/09 23-5-00-5210	00398		0 INGRAM LIBRARY SERVICES A	OUTSTANDING
01	340817	\$742.58 742.58	01/22/09 23-5-00-5210	00398		0 INGRAM LIBRARY SERVICES A	OUTSTANDING
01	340840	\$445.83 445.83	01/22/09 57-5-57-8130	01618		0 JAMES DUNCAN & ASSOCIATES, INC. A	OUTSTANDING
01	340779	\$750.00 750.00	01/14/09 11-5-04-5208	01657		0 JOEL ERICKSON a	OUTSTANDING
01	340825	\$127.30 127.30	01/22/09 80-5-00-5505	00880		0 JULIE, INC. A	OUTSTANDING
01	340790	\$20.00 20.00	01/14/09 23-5-00-5245	32235		0 JUSTICE PUBLIC LIBRARY DIST. A	OUTSTANDING
01	340766	\$915.00 915.00	01/14/09 15-5-00-5300	01085		0 KB LAWN AND MULCH A	OUTSTANDING
01	340869	\$206.10 206.10	01/22/09 11-5-08-5500	01933		0 KDD OF ILLINOIS, LTD. A	OUTSTANDING
01	340853	\$5.00 5.00	01/22/09 23-5-00-5220	33133		0 LANDMARK AUDIOBOOKS A	OUTSTANDING
01	340789	\$142.00 142.00	01/14/09 23-5-00-5245	31429		0 LYONS PUBLIC LIBRARY A	OUTSTANDING
01	340811	\$40.00 40.00	01/22/09 11-5-06-5300	00085		0 MACNEAL OCCUPATIONAL HEALTH SERVICES A	OUTSTANDING
01	340801	\$175.96 175.96	01/14/09 23-5-00-5335	33560		0 MENARD'S HODGKINS A	OUTSTANDING
01	340748	\$431.64 431.64	01/14/09 23-5-00-5305	00040		0 METROPOLITAN LIBRARY SYSTEM A	OUTSTANDING
01	340759	\$69.96	01/14/09	00520		0 METROPOLITAN LIBRARY SYSTEM	OUTSTANDING

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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		14.96	23-5-00-5245			L	
		10.00	23-5-00-5335			P	
		45.00	23-5-00-5230			PL	
01	340771	\$1089.13	01/14/09	01282		0 MICHAEL O'CONNOR	OUTSTANDING
		1089.13	11-5-01-5210			A	
01	340795	\$33.95	01/14/09	33116		0 MICRO MARKETING,LLC	OUTSTANDING
		33.95	23-5-00-5220			A	
01	340852	\$567.00	01/22/09	33116		0 MICRO MARKETING,LLC	OUTSTANDING
		567.00	23-5-00-5220			A	
01	340753	\$595.87	01/14/09	00348		0 MID-AMERICAN SPECIALTIES, INC.	OUTSTANDING
		595.87	23-5-00-5250			A	
01	340783	\$170.00	01/14/09	01817		0 MLB FINANCIAL SERVICES,LTD	OUTSTANDING
		170.00	23-5-00-5235			A	
01	340807	\$47.75	01/14/09	37521		0 McCOOK PUBLIC LIBRARY DIST.	OUTSTANDING
		47.75	23-5-00-5245			A	
01	340863	\$1365.00	01/22/09	00929		0 McDONOUGH MECHANICAL SERVICES, INC.	OUTSTANDING
		1365.00	11-5-08-5500			A	
01	340786	\$318.19	01/14/09	01928		0 NAEIR	OUTSTANDING
		318.19	23-5-00-5240			A	
01	340847	\$68.53	01/22/09	01928		0 NAEIR	OUTSTANDING
		68.53	23-5-00-5250			A	
01	340770	\$10591.81	01/14/09	01209		0 NICOR GAS	OUTSTANDING
		10591.81	11-5-23-5325			A	
01	340831	\$14827.61	01/22/09	01209		0 NICOR GAS	OUTSTANDING
		14827.61	80-5-00-5320			A	
01	340864	\$3259.16	01/22/09	01209		0 NICOR GAS	OUTSTANDING
		3259.16	11-5-08-5320			A	
01	340761	\$626.75	01/14/09	00571		0 NOVAK BUSINESS FORMS, INC.	OUTSTANDING
		626.75	11-5-23-5300			A	
01	340798	\$25.00	01/14/09	33399		0 OAK LAWN PUBLIC LIBRARY	OUTSTANDING
		25.00	23-5-00-5245			A	
01	340796	\$62.99	01/14/09	33183		0 OFFICE DEPOT	OUTSTANDING
		62.99	23-5-00-5335			A	

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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
01	340854	\$96.08 96.08	01/22/09 23-5-00-5335	33183		0 OFFICE DEPOT A	OUTSTANDING
01	340849	\$17.92 17.92	01/22/09 23-5-00-5220	20694		0 OLDIES.COM A	OUTSTANDING
01	340803	\$35.00 35.00	01/14/09 23-5-00-5245	33784		0 PARK FOREST PUBLIC LIBRARY A	OUTSTANDING
01	340763	\$5670.78 2835.39 2835.39	01/14/09 23-5-00-5500 23-5-00-5500	00913		0 PETAR DUMANOVIC,LLC A A	OUTSTANDING
01	340778	\$263.20 263.20	01/14/09 23-5-00-5220	01647		0 RANDOM HOUSE, INC. A	OUTSTANDING
01	340843	\$126.00 126.00	01/22/09 23-5-00-5220	01647		0 RANDOM HOUSE, INC. A	OUTSTANDING
01	340777	\$144791.00 144791.00	01/14/09 40-5-07-5700	01615		0 ROBERT YIU A	OUTSTANDING
01	340772	\$486.35 486.35	01/14/09 11-5-05-5400	01301		0 ROSENTHAL, MURPHEY & COBLENTZ A	OUTSTANDING
01	340813	\$422.58 422.58	01/22/09 80-5-00-5500	00164		0 S-P-D- INCORPORATED A	OUTSTANDING
01	340762	\$48803.60 48803.60	01/14/09 11-5-14-5240	00572		0 SCHOOL DIST #100 A	OUTSTANDING
01	340820	\$10.00 10.00	01/22/09 11-5-25-5245	00595		0 SECRETARY OF STATE A	OUTSTANDING
01	340821	\$10.00 10.00	01/22/09 11-5-25-5245	00595		0 SECRETARY OF STATE A	OUTSTANDING
01	340857	\$10.00 10.00	01/22/09 11-5-25-5245	00595		0 SECRETARY OF STATE A	OUTSTANDING
01	340802	\$24.00 24.00	01/14/09 23-5-00-5245	33619		0 SOUTH HOLLAND PUBLIC LIBRARY A	OUTSTANDING
01	340844	\$340.00 340.00	01/22/09 80-5-00-5505	01751		0 SUBURBAN LABORATORIES, INC. A	OUTSTANDING
01	340841	\$129.57	01/22/09	01619		0 TANTOR MEDIA	OUTSTANDING

CITY OF BERWYN
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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		129.57	23-5-00-5220			A	
01	340873	\$142.96 142.96	01/22/09 11-2-00-2100	20821		0 TAREN LANGELE A	OUTSTANDING
01	340816	\$2.78 2.78	01/22/09 23-5-00-5335	00391		0 TELE-TRON ACE HARDWARE A	OUTSTANDING
01	340780	\$252.76 252.76	01/14/09 11-5-08-5325	01706		0 TEXOR WORLD FUEL SERVICES A	OUTSTANDING
01	340767	\$168.54 168.54	01/14/09 23-5-00-5335	01134		0 THE LIBRARY STORE A	OUTSTANDING
01	340842	\$19.95 19.95	01/22/09 23-5-00-5210	01627		0 THE STREET.COM A	OUTSTANDING
01	340752	\$69.40 69.40	01/14/09 23-5-00-5335	00289		0 TIGER DIRECT A	OUTSTANDING
01	340872	\$13.40 13.40	01/22/09 11-2-00-2100	20820		0 TONI PECORARO A	OUTSTANDING
01	340856	\$174.17 174.17	01/22/09 23-5-00-5335	37680		0 ULINE A	OUTSTANDING
01	340769	\$241.65 241.65	01/14/09 23-5-00-5245	01163		0 UNIQUE MANAGEMENT SERVICES, INC. A	OUTSTANDING
01	340861	\$3000.00 3000.00	01/22/09 51-5-00-5626	00506		0 UNITED FACILITY SERVICES, INC. A	OUTSTANDING
01	340865	\$414.71 414.71	01/22/09 11-5-08-5300	01336		0 UNITED RADIO COMM, INC A	OUTSTANDING
01	340870	\$120.00 120.00	01/22/09 11-5-08-5330	01957		0 VILLAGE OF WESTMONT A	OUTSTANDING
01	340839	\$750.00 750.00	01/22/09 79-5-00-5515	01582		0 VISU-SEWER OF ILLINOIS, LLC A	OUTSTANDING
01	340862	\$36.48 36.48	01/22/09 11-5-08-5300	00698		0 WALGREENS CO. A	OUTSTANDING
01	340833	\$7452.00 7452.00	01/22/09 11-5-24-5210	01431		0 WASTE MANMAGEMENT ILLINOIS-METRO A	OUTSTANDING
01	340859	\$28.50	01/22/09	00377		0 WATER ONE	OUTSTANDING

CITY OF BERWYN
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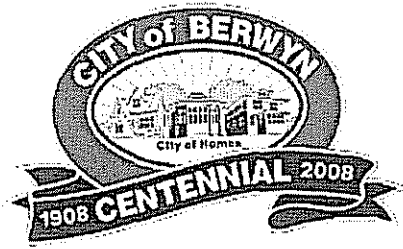
BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		28.50	11-5-08-5335			A	-
01	340797	\$22.00 22.00	01/14/09 23-5-00-5320	33208		0 WESTMONT PUBLIC LIBRARY A	OUTSTANDING
01	340851	\$4050.00 4050.00	01/22/09 79-5-00-5200	30804		0 WINKLER TREE SERVICE A	OUTSTANDING
01	340793	\$13.00 13.00	01/14/09 23-5-00-5245	32548		0 WOODRIDGE PUBLIC LIBRARY A	OUTSTANDING
TOTAL # OF ISSUED CHECKS:			127	TOTAL AMOUNT:		757039.84	
TOTAL # OF VOIDED/REISSUED CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF ACH CHECKS:			0	TOTAL AMOUNT:		0.00	
TOTAL # OF UNISSUED CHECKS:			0				

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
-----	-----	-----	-----
011	GENERAL FUND	89,931.92	0.00
015	COMMUNITY OUTREACH FUND	1,167.00	0.00
023	LIBRARY FUND	26,402.33	0.00
032	CDBG PROJECT FUND	601.90	0.00
040	CAPITAL PROJECTS FUND	179,112.72	0.00
051	MISC GRANT FUND	3,000.00	0.00
055	SOUTH BERWYN CORRIDOR TIF FUND	6,840.00	0.00
056	CERMAK TIF DISTRICT	21,799.58	0.00
057	ROOSEVELT TIF FUND	11,285.83	0.00
058	OGDEN AVE. TIF DISTRICT	4,340.00	0.00
079	MOTOR FUEL TAX	33,507.71	0.00
080	WATER AND SEWER	379,050.85	0.00
		=====	=====
	TOTAL -	757,039.84	0.00

J-5

Michael A. O'Connor
Mayor



John Wysocki
Finance Director

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-0273
www.berwyn-il.gov

To: City Council and Mayor Michael O'Connor

From: John Wysocki

Date: January 27, 2009

Re: Addendum to Agenda Item J5

Attached is the payables relating to 2009 expenditures produced in the New World System totaling \$455,794.26. This is an addition to the payables listing previously distributed as agenda item J5.

Live "2009" Production
Payment Register

From Payment Date: 01/01/2008 - To Payment Date: 01/28/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - Comingled Cash									
Type: Check									
1	01/15/2009	Open			Accounts Payable	CITIZENS COMMUNITY BANK	7,500.00		
2	01/21/2009	Voided/Reissued		01/27/2009	Accounts Payable	JUAN LOPEZ	1,475.00		
					Replacement Check: 78	Status: Open		Status Date:	
3	01/28/2009	Open			Accounts Payable	ALEJANDRO RODRIQUEZ	1,100.00		
4	01/28/2009	Open			Accounts Payable	ALLIANCE ENTERTAINMENT,LLC	15.29		
5	01/28/2009	Open			Accounts Payable	BAKER & TAYLOR ENTERTAINMENT	186.08		
6	01/28/2009	Open			Accounts Payable	BAKER & TAYLOR,INC.	649.04		
7	01/28/2009	Open			Accounts Payable	BBC AUDIOBOOKS AMERICA	1,065.01		
8	01/28/2009	Open			Accounts Payable	CANNON COCHRAN MANAGEMENT SERVICES,INC.	11,125.00		
9	01/28/2009	Open			Accounts Payable	Chicago Women in Government Relations	75.00		
10	01/28/2009	Open			Accounts Payable	DVA.COM	82.43		
11	01/28/2009	Open			Accounts Payable	GFOA	585.00		
12	01/28/2009	Open			Accounts Payable	INGRAM LIBRARY SERVICES	978.35		
13	01/28/2009	Open			Accounts Payable	KEY EQUIPMENT FINANCE	2,276.40		
14	01/28/2009	Open			Accounts Payable	KIWANIS CLUB OF BERWYN	250.00		
15	01/28/2009	Open			Accounts Payable	LANCE BROWN	450.00		
16	01/28/2009	Open			Accounts Payable	LANDMARK AUDIOBOOKS	59.40		
17	01/28/2009	Open			Accounts Payable	MICHAEL WEBER	1,475.00		
18	01/28/2009	Open			Accounts Payable	MICRO MARKETING,LLC	249.50		
19	01/28/2009	Open			Accounts Payable	MLS Computer Fund	358.16		
20	01/28/2009	Open			Accounts Payable	MLS General Fund	22.76		
21	01/28/2009	Open			Accounts Payable	NEW WORLD SYSTEMS	29,440.00		
22	01/28/2009	Open			Accounts Payable	NICOR GAS	298.00		
23	01/28/2009	Open			Accounts Payable	NUTRITION ACTION	42.00		
24	01/28/2009	Open			Accounts Payable	PITNEY BOWES	150.75		
25	01/28/2009	Voided		01/28/2009	Accounts Payable	PROFESSIONAL TRAINING COMPANY	175.00		
26	01/28/2009	Open			Accounts Payable	RANDOM HOUSE,INC.	348.50		
27	01/28/2009	Open			Accounts Payable	ROBERT R.ANDREAS & SONS	958.50		
28	01/28/2009	Open			Accounts Payable	SHANE'S OFFICE SUPPLY CO.	42.66		
29	01/28/2009	Open			Accounts Payable	STEVE JUSTMAN	150.00		
30	01/28/2009	Open			Accounts Payable	TANTOR MEDIA	173.96		
31	01/28/2009	Open			Accounts Payable	THE ADVOCATE	44.00		
32	01/28/2009	Open			Accounts Payable	THE GALE GROUP	363.75		
33	01/28/2009	Open			Accounts Payable	ALPHA BUILDING MAINTENANCE SERIVCE INC.	5,841.00		
34	01/28/2009	Open			Accounts Payable	AMERICAN MESSAGING	1,688.53		
35	01/28/2009	Open			Accounts Payable	AT & T	2,575.29		
36	01/28/2009	Open			Accounts Payable	B & H	107.60		
37	01/28/2009	Open			Accounts Payable	BLUE CROSS/BLUE SHIELD OF	361,388.74		

Live "2009" Production
Payment Register

From Payment Date: 01/01/2008 - To Payment Date: 01/28/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
38	01/28/2009	Open			Accounts Payable	ILLINOIS Cermak Animal Clinic	64.00		
39	01/28/2009	Open			Accounts Payable	CPAA	50.00		
40	01/28/2009	Open			Accounts Payable	Crime Analysts of Illinois Association, Inc.	60.00		
41	01/28/2009	Open			Accounts Payable	DAWN RINEHART	20.99		
42	01/28/2009	Open			Accounts Payable	Debi Suchy	175.00		
43	01/28/2009	Open			Accounts Payable	DIAMOND GRAPHICS, INC.	255.00		
44	01/28/2009	Open			Accounts Payable	ENMARC & ASSOCIATES	1,745.34		
45	01/28/2009	Open			Accounts Payable	FEDERAL RENT-A-FENCE, INC.	280.00		
46	01/28/2009	Open			Accounts Payable	FORT DEARBORN LIFE INSURANCE	4,532.52		
47	01/28/2009	Open			Accounts Payable	HIGH PSI LTD.	349.00		
48	01/28/2009	Open			Accounts Payable	IGFOA	255.00		
49	01/28/2009	Open			Accounts Payable	International Association for Property & Evidence,	150.00		
50	01/28/2009	Open			Accounts Payable	JESUS VERA	125.00		
51	01/28/2009	Open			Accounts Payable	KEY GOVERNMENT FINANCE, INC.	3,521.52		
52	01/28/2009	Open			Accounts Payable	LEXISNEXIS	220.00		
53	01/28/2009	Open			Accounts Payable	MARISSA MUNOZ	200.00		
54	01/28/2009	Open			Accounts Payable	McDONALD MODULAR SOLUTIONS, INC.	95.00		
55	01/28/2009	Open			Accounts Payable	PITNEY BOWES	2,254.00		
56	01/28/2009	Open			Accounts Payable	PITNEY BOWES	176.98		
57	01/28/2009	Open			Accounts Payable	ROCKY MOUNTAIN TRACKING, INC.	389.70		
58	01/28/2009	Open			Accounts Payable	ROSCOE COMPANY	100.86		
59	01/28/2009	Open			Accounts Payable	SPRINT	267.25		
60	01/28/2009	Open			Accounts Payable	T.A. CUMMINGS JR. CO.	2,497.00		
61	01/28/2009	Open			Accounts Payable	WATER ONE	24.75		
62	01/28/2009	Open			Accounts Payable	ABLE PRINTING SERVICE	96.95		
63	01/28/2009	Open			Accounts Payable	Andres and Maria Soto	1,475.00		
64	01/28/2009	Open			Accounts Payable	AT & T	399.10		
65	01/28/2009	Open			Accounts Payable	BERWYN WESTERN PLBG. & HEATING	232.10		
66	01/28/2009	Open			Accounts Payable	CINTAS # 769	204.80		
67	01/28/2009	Open			Accounts Payable	DANIEL J. LeBEAU	9.00		
68	01/28/2009	Open			Accounts Payable	GATEHOUSE MEDIA SUBURBAN NEWSPAPERS	38.00		
69	01/28/2009	Open			Accounts Payable	ILLINOIS PAPER & COPIER CO.	16.75		
70	01/28/2009	Open			Accounts Payable	JOSEPH M. CRISCIONE	180.00		
71	01/28/2009	Open			Accounts Payable	MIDWEST TAPE	9.99		
72	01/28/2009	Open			Accounts Payable	PITNEY BOWES	321.00		
73	01/28/2009	Open			Accounts Payable	PITNEY BOWES	81.98		
74	01/28/2009	Open			Accounts Payable	RICOH AMERICAS CORP.	145.00		
75	01/28/2009	Open			Accounts Payable	ROBERT R. ANDREAS & SONS	670.00		

Live "2009" Production
Payment Register

From Payment Date: 01/01/2008 - To Payment Date: 01/28/2009

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
76	01/28/2009	Open			Accounts Payable	ROSCOE COMPANY	172.63			
77	01/28/2009	Open			Accounts Payable	U.S.CELLULAR	332.35			
78	01/27/2009	Open			Accounts Payable	JUAN LOPEZ	1,475.00			
		Replaced: Check		2	Issued: 01/21/2009					
Type Check Totals:										
							78 Transactions	\$457,444.26	\$0.00	\$0.00

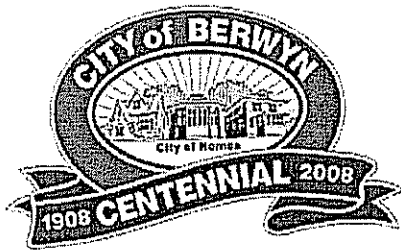
01 - Comingled Cash Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$455,794.26	
	Void	2	\$1,650.00	
	Total	78	\$457,444.26	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$455,794.26	
	Void	2	\$1,650.00	
	Total	78	\$457,444.26	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$455,794.26	
	Void	2	\$1,650.00	
	Total	78	\$457,444.26	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$455,794.26	
	Void	2	\$1,650.00	
	Total	78	\$457,444.26	\$0.00

Michael A. O'Connor
Mayor



Debi Suchy
City Collector

J-6

A Century of Progress with Pride

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

January 23, 2009

Honorable Mayor Michael A. O'Connor
And Members of the City Council

Re: Cost of Vehicle Stickers

I would like to provide additional information discussed at the January 13, 2009 City Council meeting regarding the cost of vehicle stickers and reduction of cost for less colors used. The following vehicle sticker cost information has been compiled from the last six years using the same company:

Year	Total Cost	Number of Stickers	Cost Per Sticker	Number of Colors
2003	\$6,825.00	33,820	.202	4 Color
2004	\$6,889.28	33,820	.204	4 Color
2005	<u>\$6,846.00</u>	<u>34,320</u>	<u>.200</u>	2 Color
Total	\$20,578.28	101,960	.202	
2006	\$6,108.96	34,320	.178	3 Color
2007	\$6,280.56	34,320	.183	4 Color
2008	<u>\$5,942.01</u>	<u>32,470</u>	<u>.183</u>	4 Color
Total	\$18,331.53	101,110	.181	

The cost per sticker does decrease slightly when less color is used. I have contacted our decal company and they have stated that to go to a 2 color sticker it would be a price reduction of between .010 and .015 which would result in a savings of between \$325 to \$485 of the total cost.

As you can see from the information above, during the past three years I have negotiated a price reduction which has saved the City .021 per sticker which resulted in a **total savings of \$2,123.31 equaling an 11% expense decrease.**

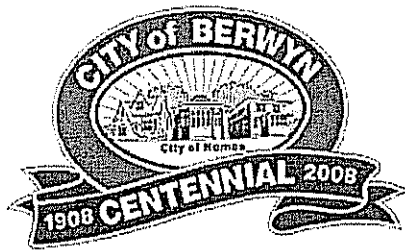
While continuing to reduce expenses, I have also changed the entire vehicle sticker program and company. From 2003 through 2005 the cost of the program was \$80,232.57. From 2006 through 2008 the cost was reduced to \$49,703.97. This resulted in a **total savings of \$30,528.60 equaling over a 38% expense decrease.**

The Collector's Office is continuing to move forward in regards to both efficiency and cost savings.

Respectfully,

Debi B. Suchy
City Collector

Michael A. O'Connor
Mayor



Debi Suchy
City Collector

J-7

A Century of Progress with Pride

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

January 23, 2009

Honorable Mayor Michael A. O'Connor
And Members of the City Council

Re: Cost of Business License Seals

I would like to provide additional information discussed at the January 13, 2009 City Council meeting regarding the cost of the business license seals.

During 2008, our electric embosser needed to be replaced. After searching for the best deal, it would cost about \$250 plus to purchase 1500 gold seals to be embossed that would be another \$75. Trying to keep expenses down, I decided to re-order the seals we had used for the centennial to show that our City was over 100 years old. The cost for 3,300 seals was \$158. **This was a savings of \$167. It came out to be less than .05 per seal.**

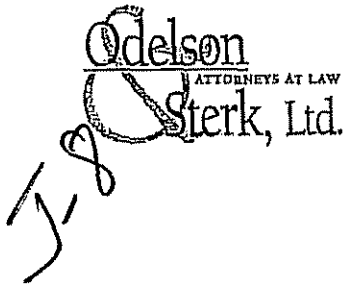
When the seals arrived I went to the Clerk's Office to see if they wanted to use the seals on proclamations and other documents that they had to use their hand embosser and gold seals on. They agreed it was a good idea and now both departments are using the seals and reducing their costs.

Many of our businesses commented on the professional look the seal had last year on the business licenses and I felt the seal not only saved the City money but also added to the professional look of the licenses.

Respectfully,

A handwritten signature in cursive that reads "Debi B. Suchy".

Debi B. Suchy
City Collector



3318 WEST 95TH STREET
EVERGREEN PARK, IL 60805
(708) 424-5678
FAX (708) 425-1898
www.odelsonsterk.com

January 23, 2009

Thomas J. Pavlik
City Clerk
City of Berwyn
6400 W. 26th St.
Berwyn, IL 60402

Re: Amended and Restated Redevelopment Agreement, Berwyn Center, LLC
Redevelopment Agreement, HD Acquisitions, LLC

Dear Mr. Pavlik:

Please put the attached draft Ordinances and Redevelopment Agreements relating to 6801-21 Cermak Road on the agenda for the January 27, 2009 City Council meeting for consideration and discussion.

Our office has had opportunity to review these drafts and we had some concerns, which we have discussed with the Developers and which we will discuss with Council at the meeting. Council should keep in mind that the attached Agreements are only drafts and we may provide revised versions to Council prior to the meeting, should the Developers respond to our concerns prior to the meeting.

Very truly yours,

A handwritten signature in cursive script that reads 'Richard Bruen'.

Richard F. Bruen, Jr.

RFB/jt

Attachments

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY,
ILLINOIS, APPROVING A REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS AND
HD ACQUISITIONS, LLC TO INDUCE THE DEVELOPMENT OF 6801-
6821 WEST CERMAK ROAD, BERWYN, ILLINOIS**

MICHAEL A. O'CONNOR, Mayor
THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN
SANTIAGO "JIM" RAMOS
MARK WEINER
MICHELE D. SKRYD
THOMAS J. DAY
MICHAEL J. PHELAN
ROBERT J. LOVERO
JOEL ERICKSON
Aldermen

ORDINANCE NO.: _____

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS,
APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY
OF BERWYN, COOK COUNTY, ILLINOIS AND HD ACQUISITIONS, LLC TO
INDUCE THE DEVELOPMENT OF 6801-6821 WEST CERMAK ROAD, BERWYN,
ILLINOIS**

WHEREAS, the City of Berwyn, Cook County, Illinois (the "*City*") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "*Home Rule Powers*"); and

WHEREAS, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "*TIF Act*"), the City adopted tax increment financing for a designated area known as the Amended Berwyn Theatre Tax Increment Financing Redevelopment Project Area (the "*Project Area*"), wherein which assistance may be rendered to attract and induce development; and

WHEREAS, the City advertised to attract development projects to the Project Area and has reviewed various proposals for the redevelopment of City property within the Project Area located at 6801-21 Cermak Rd., Berwyn, IL ("*Property*"); and

WHEREAS, the City and Berwyn Center, LLC, an Illinois Limited Liability Corporation, entered into a Redevelopment Agreement dated February 22, 2008 as approved by Ordinance No. 08-11 on February 13, 2008 to redevelop the Property; and,

WHEREAS, pursuant to Section 11-74.4-4 of the TIF Act, public notice of a proposed redevelopment agreement relating to the certain City owned property was published in a newspaper

of general circulation in the City, advising all interested parties that a copy of the contemplated redevelopment agreement was available for examination in the office of the City Clerk and that any interested party was allowed to submit an alternative proposal or bid to the City before execution of the redevelopment agreement; and,

WHEREAS, after said notice was published, the City and Developer entered into a Redevelopment Agreement dated February 22, 2008 as approved by Ordinance No. 08-11 on February 13, 2008 to redevelop the Property; and

WHEREAS, certain market conditions have made it necessary for the City and Berwyn Center, LLC to amend and restate the Redevelopment Agreement dated February 22, 2008 in order to serve the best interest of the Project Area; and,

WHEREAS, HD Acquisitions, LLC, a Delaware limited liability corporation, 500 N. Michigan Ave., Suite 600, Chicago, Illinois (the "*Developer*"), proposes to facilitate the redevelopment of the Property by acquiring the western portion of the Property for purpose of constructing a new Medical Office Building consisting of a three story building containing retail space on the ground floor and medical offices on the upper stories; and

WHEREAS, it is desirable and in the best interest of the citizens for the City to authorize and approve the proposed redevelopment agreement with Developer to ensure that the Property is redeveloped in a manner consistent with the City's goals.

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. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Amended and Restated Redevelopment Agreement by and between the City of Berwyn, Cook County, Illinois and HD Acquisitions, LLC (the "*Redevelopment Agreement*"), a copy of which is attached hereto and made a part hereof as *Exhibit A*, is hereby approved substantially in the form presented to this City Council, with such necessary changes as may be approved by the Mayor.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Redevelopment Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, including the conveyance of real property, as therein described.

Section 4. The City Attorney is hereby authorized to undertake actions on the part of the City as contained in the Redevelopment Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. The City Attorney and Finance Director are hereby authorized to settle all outstanding real estate taxes on the property and any and all such other matters in order to convey the property free of encumbrances, as specified with the Redevelopment Agreement.

Section 6. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 7. All ordinances, resolutions or motions, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 8. All statutes of the State of Illinois or any parts thereof which are in conflict with the provisions of this Ordinance are hereby superseded by this Ordinance enacted under the Home Rule Powers of the City.

Section 9. This Ordinance shall be in full force and effect immediately after its passage and publication as required by law.

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

_____ day of _____ 2009, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				
(Mayor O'Connor)				
TOTAL				

APPROVED by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day
of _____ 2009.

Michael A. O'Connor
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

EXHIBIT A

Redevelopment Agreement

DRAFT 1/22/09

**REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF BERWYN,
COOK COUNTY, ILLINOIS AND
HD ACQUISITIONS, LLC
TO INDUCE THE DEVELOPMENT OF
____ - 6821 WEST CERMAK ROAD,
BERWYN, ILLINOIS**

PINS: (To be changed accordingly)

16-30-104-003-0000

16-30-104-004-0000

16-30-104-005-0000

16-30-104-006-0000

16-30-104-007-0000

16-30-104-008-0000

16-30-104-009-0000

16-30-104-023-0000

16-30-104-024-0000

16-30-104-042-0000

16-30-104-043-0000

RETURN TO:

City Clerk

City of Berwyn

6700 West 26th Street

Berwyn, Illinois 60402

THIS REDEVELOPMENT AGREEMENT (the "*Agreement*"), by and between the City of Berwyn, Cook County, Illinois, an Illinois municipal corporation (the "*City*") and HD Acquisitions, LLC, a Delaware limited liability corporation, located at 500 North Michigan Avenue, Suite 600, Chicago, Illinois 60611 (the "*Developer*"), is hereby entered into as of _____, 2009 (the "*Effective Date*").

WITNESSETH

IN CONSIDERATION of the preliminary statements hereinafter set forth, the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the parties which have resulted in this Agreement are the following:

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

B. The City has identified certain areas within its municipal boundaries where there is a need for economic development and economic assistance in order to address the extraordinary measures which must be undertaken to make any development thereof economically viable.

C. The City has identified economic development incentives and is prepared to enter into contractual agreements with third persons to achieve these purposes in order to encourage private investment, ameliorate blight, expand employment opportunities, improve the marketability of property within its corporate boundary and enhance and further diversify the tax base of the City and other affected taxing districts.

E. The City is the titleholder of a certain parcel of property in the Project Area containing approximately 33,000 square feet located at the southeast corner of Cermak Road and Grove Street, which is generally located at 68__ -6821 West Cermak Road, Berwyn, Illinois, identified by permanent index number (PINs) (*Change Accordingly*) 16-30-104-003-0000; 16-

30-104-004-0000; 16-30-104-005-0000; 16-30-104-006-0000; 16-30-104-007-0000; 16-30-104-008-0000; 16-30-104-009-0000; 16-30-104-023-0000; 16-30-104-024-0000; 16-30-104-042-0000 and 16-30-104-043-0000 and as delineated on Exhibit A, a copy of which is attached hereto and made a part hereof (the "*Property*").

F. The City and Berwyn Center, LLC entered into a Redevelopment Agreement regarding the Property and other adjoining real property dated February 22, 2008 (the "Original RDA") and the City and Berwyn Center, LLC wish to amend and restate certain provisions of the Original RDA, by deleting the Property from the Original RDA and entering into this Agreement in order to convey the Property to the Developer, or its assigns, pursuant to this Agreement. From and after the Effective Date, the Original RDA shall have no force or effect with respect to the Property.

G. The Property has been identified by the City for the construction of a new Medical Office Building (the "*Medical Office Building*") by the Developer consisting of a three story building containing retail space on the ground floor and medical offices on the upper stories .

H. The City is most desirous to sell the Property for redevelopment consistent with the commercial district along Cermak Road, which provides the City with its main source of sales tax revenues and job opportunities for its citizens.

I. The Developer is now prepared to (i) undertake all studies, surveys, plans and specifications with respect to the Property and the development of its Medical Office Building; (ii) apply for and receive all permits required for the development of the Medical Office Building; (iii) construct any public works or improvements necessary for the provision of

utilities and City services to the Property; and (iv) construct the Medical Office Building (collectively, the "*Project*").

J. The Developer agrees that the Project shall result in an investment in the Property in an amount in excess of \$_____. It is understood between the Developer and the City that said estimate is based on the preliminary cost of construction of the Project and may be adjusted based on the final site plan and scope of work required to undertake the Project.

K. In order to induce the Developer to acquire the Property and to undertake the Project, the Mayor and City Council of the City of Berwyn (the "*Corporate Authorities*") have determined that it is in the best interests of the City and the health, safety, morals and welfare of the residents of the City for the City to convey the Property to the Developer pursuant to its Home Rule Powers for one million four hundred thousand dollars and zero cents (\$1,400,000.00) (the "*Purchase Price*").

L. The Corporate Authorities have determined that the provision by the City to the Developer of the benefits described in the immediately preceding recital and the development by the Developer of the Project pursuant to this Agreement are in the best interests of the City and shall provide job opportunities for the inhabitants of the City, ameliorate blight, enhance the tax base of the City and other taxing districts and add to the health, safety, welfare and prosperity of the City and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby contract, promise and agree with the Developer and the Developer does likewise contract, promise and agree with the City, as follows:

ARTICLE 1. INCORPORATION OF PRELIMINARY STATEMENTS

The parties hereto agree that all of the Preliminary Statements to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Article.

ARTICLE 2. DEVELOPMENT OF THE MEDICAL OFFICE BUILDING

Section 2.1 Medical Office Building Plans

Within thirty (30) days following the Effective Date, Developer shall submit to the City preliminary plans for the construction of the Medical Office Building (*“Medical Office Building Plans”*). The Medical Office Building Plans shall include a site plan, elevations of the proposed Medical Office Building and a preliminary landscape plan. The City shall approve or disapprove the Medical Office Building Plans within thirty (30) days after receipt thereof. Any disapproval shall include specific reasons for such disapproval and Developer shall have thirty (30) days thereafter to resubmit the Medical Office Building Plans or to terminate this Agreement, in which case the Earnest Money shall be returned to Developer.

Section 2.2 Medical Office Building Zoning Request

The Developer shall, no later than thirty (30) days following the approval by the City of the Medical Office Building Plans, identify and submit in writing to the City any and all requests for zoning approvals necessary for the Project (the *“Medical Office Building Zoning Request”*).

Section 2.3 Review of Medical Office Building Plans and Medical Office Zoning Request

Within sixty (60) days after receipt of the Medical Office Building Zoning Request by the Corporate Authorities, or its designated City departments, the City will hold such public hearings and adopt such resolutions or ordinances granting or denying the Medical Office Building Zoning Request.

If the City does not approve the Medical Office Building Zoning Request, the City shall provide to the Developer its reasons for disapproval. The City and Developer shall attempt to agree on modifications to the Medical Office Building Zoning Request and the Developer will make such necessary revisions as agreed to by the City and Developer, and resubmit the Medical Office Building Zoning Request for final approval no more than thirty (30) days thereafter. If the Medical Office Building Zoning Request is not granted by the City within one hundred five (105) days after the Effective Date or is denied by the City, then Developer may terminate this Agreement, in which case the Earnest Money shall be returned to Developer.

Section 2.4 Medical Office Building Construction Plans

The Developer shall deliver to the City, for the issuance of a building permit, all construction plans and specifications for the Medical Office Building which will include specifications for the exterior construction materials (the "*Medical Office Building Construction Plans*") no later than one hundred and eighty (180) days after Closing. The Medical Office Building Construction Plans shall be prepared by a professional engineer or architect licensed in the State of Illinois, in conformance with all applicable building codes. The City shall review the Medical Building Construction Plans as provided in the City Code and requirements of this Agreement within twenty (20) days after submission and issue the building permit for the Medical Office Building. No Dryvit or similar material shall be used on the exterior of the Medical Office Building.

ARTICLE 3. RETAIL USE REQUIREMENTS

Section 3.1 Project Ground Floor Retail Space and Uses

The Medical Office Building shall contain retail space along its Cermak Road frontage. Developer shall use commercially reasonable efforts to secure national and regional tenants for the retail space in the Medical Office Building to broaden the retail mix available on Cermak Avenue in Berwyn.

Section 3.2 Project Non-Permitted Uses

Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Developer shall not construct, market, own, lease or sell space to any use or permit the use or occupancy of any portion of the Project, in any manner whatsoever, 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) grocery stores; or (ix) tobacco shops; or (x) pawn shops; or (xi) video stores with a floor area of less than 5,000 square feet; or (xii) currency exchanges, check cashing agencies, payday loan stores or such similar stores.

Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Developer shall not construct, market, own, lease or sell space to any use or permit the use or

occupancy of any portion of the Project in any manner, whatsoever, which violates any applicable law, statute, regulation, ordinance, order, covenant, restriction or decision of any court of competent jurisdiction.

ARTICLE 4. CONVEYANCE OF THE PROPERTY

Section 4.1

Subject to the terms and conditions of this Agreement, the City shall sell and convey the Property to Developer or its nominee or assignee (subject to the provisions of Article 15), and Developer or its nominee or assignee (subject to the provisions of Article 15) shall purchase the Property on the terms and conditions contained herein.

Section 4.2 Closing

Conveyance of title of the Property by the City to the Developer (the "*Closing*") will be held at the Chicago office of First American Title Insurance Company ("*Escrowee*") on or before the later of (i) thirty (30) days after the adoption of an ordinance or resolution granting the Medical Office Building Zoning Request, or (ii) one hundred ninety (180) days after the Effective Date.

Section 4.3 Purchase Price

The Purchase Price for the Property shall be payable at Closing, plus or minus the net amount of the adjustments and prorations to be made pursuant to the terms of this Agreement.

Section 4.4 Conveyance by Special Warranty Deed

The City will convey fee simple title to the Property by special warranty deed to Developer or its nominee or assignee subject only to the Permitted Exceptions (as hereinafter defined).

Section 4.5 Parking Rights for Adjacent Owner.

At Closing, Developer shall enter into a parking license agreement with Berwyn Center LLC for the use of the parking spaces located on the Property following completion of the Project during such times and days when such parking spaces or a specific portion thereof are not needed by the occupants and invitees of the Medical Office Building, and on such other terms satisfactory to Developer.

ARTICLE 5. CONDITIONS PRECEDENT TO CLOSING

The Closing shall take place upon satisfaction of all terms and conditions herein set forth in this Agreement by the Developer and subject to the conditions hereinafter set forth below being complied within the time period set forth below or, if no time period is specified, at or prior to the Closing .

Section 5.1 Earnest Money Escrow

The Developer shall deliver to the Escrowee within five (5) business days following the execution and delivery of this Agreement by the City, Twenty-Five Thousand Dollars and zero cents (\$25,000.00) (the "*Earnest Money*") to be held in a strict joint order escrow pursuant to the usual and customary form of the Escrowee. If the Developer fails to deliver the Earnest Money within the time provided, then, at the election of the Corporate Authorities, this Agreement may be immediately terminated and cancelled by the City in its entirety, with no notice of default required to the Developer to effectuate this provision. In the event Developer terminates this Agreement according to the provisions herein, the Earnest Money shall be returned to Developer.

The Developer shall forfeit the Earnest Money to the City, as the City's sole and exclusive remedy, if the Developer defaults under this Agreement prior to Closing as provided under Article 12.

Section 5.2 Due Diligence

Commencing on the Effective Date and continuing until the date which is sixty (60) days thereafter (the "*Due Diligence Period*"), Developer shall have the right to verify, inspect, investigate and review, in the Developer's sole discretion: (i) documentation of any covenants, conditions and restrictions and other exceptions of title of record, (ii) the condition of title to the Property and the Survey (as hereinafter defined), (iii) physical inspection of the Property including engineering investigation, (iv) valuation appraisal of the Property, (v) environmental condition of the Property (including conducting a Phase I Environmental Site Assessment and if recommended by the Phase I, a Phase II Environmental Site Assessment and (vi) any and all other documentation or evidence relating to the ownership, zoning, financing, value, construction, expense, operation, maintenance and repair of the Property. Upon the termination of this Agreement, Developer shall restore the Property to the condition it existed in prior to any tests. If for any reason whatsoever Developer determines in its sole and absolute discretion that the Property is unsuitable for its purposes and delivers written notice to the City of such decision within the Due Diligence Period, the Earnest Money shall be returned to Developer, at which time this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement. Developer's failure to terminate this Agreement within the Due Diligence Period, shall be deemed a waiver by Developer of the condition contained in this Section 5.2. From the Effective Date through Closing, Developer and its agents, engineers, surveyors,

appraisers, auditors and other representatives shall have the right to enter upon the Property to inspect, examine, survey, obtain engineering inspections, perform environmental testing and studies, appraise, and otherwise do that which, in the opinion of Developer, is necessary to determine the boundaries, acreage and condition of the Property and to determine the suitability of the Property for the Project (including, without limitation, inspect, review and copy any and all documents in the possession or control of the City, its agents, contractors or employees, and which pertain to the construction, ownership, use, occupancy or operation of the Property or any part thereof). The City shall cooperate with Developer in connection with Developer's due diligence activities.

Developer shall indemnify and hold the City harmless against any losses and damages suffered by the City arising out of Developer's due diligence activities hereunder; provided, however, that (i) this indemnity shall not apply to the extent such liability arises in connection with the negligence or willful misconduct of the City, and (ii) Developer shall have no liability to the City or to any other person or entity by reason of, nor shall Developer have any duty to indemnify, defend or hold any person or entity harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including, without limitation, any claim, for diminution in value of the Property or for environmental remediation or clean-up costs, arising out of or in connection with the fact of having discovered and/or reported (as may be required by law) any adverse physical condition, title condition or other defect with respect to the Property.

Section 5.3 Survey

The City shall, at its sole cost, provide a survey of the Property, prepared in accordance with current ALTA/ASCM Standards, no less than thirty (30) days following the Effective Date, prepared by a registered land surveyor.

Section 5.4 Title Insurance

A title commitment (the "*Commitment*") from First American Title Insurance Company ("*Title Insurer*") together with copies of all title exceptions shown therein shall be obtained by the City and delivered to the Developer no less than thirty (30) days following the Effective Date. The title commitment shall commit to the issuance of an owner's title insurance policy with extended coverage insuring fee simple ownership in the Property for the full amount of the Purchase Price, as of the date of the recording of the deed of conveyance (the "*Title Policy*").

Section 5.5 Permitted Exceptions

If the Commitment or Survey (or any revision or update to either of them) discloses exceptions to title or any other matter objectionable to Developer, Developer shall so notify the City within ten (10) days after the City has delivered the last of the Title Commitment and Survey to Developer, and the City shall have ten (10) days from the date of such notice to have each such unpermitted exception(s) to title removed, or to have the Title Insurer commit to insure over such unpermitted exception(s), or to correct each such other matter, in each case to the satisfaction of Developer. If within the time specified, the City cannot or elects not to have each such unpermitted exception(s) removed, insured over or correct each such other matter as aforesaid, Developer may elect to either (i) terminate this Agreement and immediately receive from Escrowee the Earnest Money, or (ii) elect to accept title to the Property as it then is with the right to deduct from the Purchase Price a sum equal to the amount required to discharge liens or encumbrances of a definite or ascertainable amount. If Developer fails to make either such election, Developer shall be deemed to have elected option (i). Notwithstanding the foregoing, the City shall cause any mortgage(s), mechanics' liens or other related documents on the

Property to be released as of Closing. All exceptions set forth in the Commitment which are not timely objected to by Developer as set forth above in this Section 5.5 shall hereafter be referred to as the "*Permitted Title Exceptions.*"

Section 5.6 Closing Cost

The City shall pay the cost of the Title Policy in the amount of the Purchase Price, and the Developer agrees to bear any additional cost to obtain additional coverage. The City shall bear the cost and charges of recording the Agreement and any other release or conveyance document necessary to convey title to the Developer as provided herein. Developer shall bear the cost and charges in connection with the recordation of the deed and any security document related to any financing it obtains. Except to the extent provided herein to the contrary, the City and Developer shall share equally all escrow fees in connection with the deed and other closing costs charged by the Escrowee that are customarily divided between a seller and purchaser of real estate. The City will pay the cost of the Survey.

Real estate taxes then due and payable, if any, and all such other taxes and assessments, liens and charges which are then due and payable that affect the Property shall be paid in full at the Closing. The City shall extend a credit to Developer as of the Closing for all then unpaid general real estate taxes, if applicable, up to and including the Closing, calculated on the basis of 105% of the last ascertainable tax bill for any portion of the Property.

Section 5.7 Closing Documents

At Closing, the City shall provide an affidavit of title; a bill of sale for all personal property, if any, free and clear of all encumbrances; a GAP undertaking and any ALTA loan or extended coverage statement; a recordable special warranty deed, acceptable to the Developer,

and such other documents reasonably required by Developer or the Title Insurer to consummate the sale of the Property to Developer and to issue the Title Policy.

At Closing the Developer shall provide the Purchase Price, in immediately available funds, and, if required in connection with any loan to be obtained by Developer, any and all corporate documents, a GAP undertaking and any ALTA loan or extended coverage statement, and such other documents required by Developer's lender or the Title Insurer.

Section 5.8 Developer's Disclosure

No more than ten (10) business days before the Closing Date, the Developer shall furnish the City with a statement disclosing the identity of all persons holding an ownership interest in the Developer and the percentage of such interest, said disclosure to be in a form reasonably acceptable to the City.

No more than ten (10) business days before the Closing Date, the Developer shall furnish the City with a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether and to what extent such potential liability is covered by insurance.

Section 5.9 Confirmation of Developer's Representations, Warranties and Covenants

No more than ten (10) business days before the Closing Date, the Developer shall furnish the City with reasonable confirmation that all items delivered to the City under this Agreement are in full force and effect with no amendments or alteration unless approved in writing by the City.

Section 5.10 Broker's Commission

At Closing, the City shall pay Mid-America Real Estate a fee of 3.5% of the Purchase Price and KB Real Estate, Inc. a fee of 1.5% of the Purchase Price (Mid-America and KB being herein referred to as "*Brokers*"). Each of the City and Developer represent and warrant to the other that it has not dealt with any broker or finder in connection with this Agreement or the transaction contemplated hereby, other than Brokers. Each party shall indemnify and hold the other party harmless from and against any all other claims of all brokers and finders claiming by, through or under said party and in any way related to the sale and purchase of the Property pursuant to this Agreement (excluding the Brokers) including, without limitation, reasonable attorneys fees incurred by the other party in connection with such claims. The terms of this Section 5.10 shall survive the Closing or termination of this Agreement.

Section 5.11 Representations and Warranties

The City represents and warrants to Developer that the following are true, complete and correct as of the date of this Agreement:

(a) The City is the sole owner of, and has good and marketable fee simple title to, the Property. The City has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof, except for this Agreement and the Original RDA.

(b) There is no action, proceeding or investigation pending or to the best of the City's knowledge, threatened against the Property before any court or governmental department, commission, board, agency or instrumentality and the City does not know of any basis for any such action, proceeding or investigation.

(c) There are no violations of any zoning, building, fire or health code or any other statute, ordinance rule or regulation applicable (or alleged to be applicable) with respect to the Property.

(d) The City has full power and authority to enter into and fully perform and comply with the terms of this Agreement. Neither the execution and delivery of this Agreement nor its performance by the City will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which the City is a party or by which the City is bound. This Agreement is valid and enforceable against the City in accordance with its respective terms and each instrument to be executed by the City pursuant to this Agreement or in connection herewith will, when executed and delivered, be valid and enforceable against the City in accordance with its respective terms.

(e) There are no service contracts, agreements or any lease, use, occupancy or other agreements pertaining to or affecting the Property in any way.

(f) To the best of the City's knowledge, there is no existing, proposed or contemplated plan to widen, modify or realign any street or highway or any existing, proposed or contemplated eminent domain proceedings that would affect the Property in any way whatsoever.

(g) There are no unrecorded agreements, unrecorded options, unrecorded rights of first offer, unrecorded rights of first refusal, or unrecorded liens or encumbrances relating to the Property.

(h) To the best of the City's knowledge, (i) the Property does not violate any environmental laws, (ii) there are no under or above ground storage tanks on, in or under

the Property, (iii) there are no hazardous materials on, in or under the Property, (iv) there has been no release of any hazardous materials at the Property, and (v) the Property has never been used to generate, treat, store, dispose, transport or in any manner deal with Hazardous Materials.

Section 5.12 "As Is"

Except as provided in Section 5.11, the Property will be conveyed by the City to Developer "AS IS" and "WITH ALL FAULTS AND WITHOUT ANY WARRANTY CONCERNING ANY ENVIRONMENTAL CONDITIONS OR SUITABILITY FOR ANY PURPOSE," which is meant to include all known and unknown conditions as well as any and all known and unknown environmental hazards, but free of exceptions other than the Permitted Exceptions.

ARTICLE 6. COVENANTS ON THE PART OF THE DEVELOPER

Section 6.1 Payment of Taxes, Fees and Charges

The Developer hereby covenants and agrees to promptly pay, as the same become due, all real estate taxes assessed against the Property after the date of Closing, subject to Developer's right to protest such taxes.

Section 6.2 Rules, Regulations and Laws

The Developer hereby covenants and agrees that at all times during the term of this Agreement, to comply with all applicable ordinances and codes of the City no later than ten (10) days after written notice as well as all applicable laws, rules and regulations of the County of Cook, State of Illinois, the United States of America and all agencies of each of them having

jurisdiction over the Property and hereby further agrees that all construction shall comply with all applicable City, state and federal rules, regulations and laws.

Section 6.3 Progress Meetings

During construction of the Medical Office Building, the Developer hereby covenants and agrees to meet with members of the Corporate Authorities and staff of the Berwyn Development Corporation and to make presentations to the Corporate Authorities as reasonably requested by the City in order to keep the City apprised of the progress of the Project, but in no event more than four (4) times per calendar year.

ARTICLE 7. PROJECT COMMENCEMENT, COMPLETION AND PENALTIES

Section 7.1 Medical Office Building Construction

The Developer hereby covenants and agrees to commence construction on the Medical Office Building within thirty (30) days of satisfaction of all conditions imposed on the funding of construction of the New Building by the Lender for the Medical Office Building.

Section 7.2 Project Completion

The Developer hereby covenants and agrees that failure of the Developer to complete the construction of the Medical Office Building within eighteen (18) months from the day of commencement of construction subject to Force Majeure (as hereinafter defined) shall result in the immediate payment by the Developer to the City an additional sum of Fifty Thousand Dollars and zero cents (\$50,000.00) as representing liquidated damages to the City for the loss of tax revenue associated with the Project and Property. The completion date for construction of the Medical Office Building shall be defined as the date the base building (and not any space to be occupied by tenants) as provided for in the Medical Office Building Construction Plans has been

issued a certificate of substantial completion by the architect preparing the Medical Office Building Construction Plans. The Developer covenants and agrees to waive any and all defenses or claims, in law or equity, to the right of the City to the penalty provision herein contained for failure to perform pursuant to the terms and conditions contained within this Agreement. The City and Developer agree that this provision shall be a covenant running with the land and shall constitute a lien against the Property enforceable by the City and shall be binding upon and incur to the benefit of the Developer's grantees, nominees, successors in interest, assignees, heirs, executors or lessors. Upon satisfaction of the covenants contained in this Section 7.3, the City shall issue a certificate, in recordable form, stating that the Developer has satisfied such covenant.

ARTICLE 8. WITHHOLDING OF PERMITS

The City may withhold issuing or revoke any building permit, if the Developer defaults under this Agreement and fails to cure such default as provided in Article 12.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY

The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Property by the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin.

ARTICLE 10. DEVELOPER'S INDEMNIFICATION, REPRESENTATIONS AND WARRANTIES

The indemnifications, representations, warranties and covenants contained in Article 6 shall survive the Closing and shall be deemed to be repeated as of Closing and it is hereby understood and agreed between the parties that said shall not merge with the deed at Closing but shall survive such conveyance and be enforceable between the parties hereto, their grantees, nominees, successors in interest and assignees.

To the extent permitted by law, the Developer hereby covenants and agrees to indemnify, defend and hold harmless the City and the Berwyn Development Corporation, and their officers and employees in both their official and individual capacities, from and against any and all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs, expenses and reasonable attorneys' fees brought by third parties arising from any and all conduct of the Developer, its officers and employees in connection with the construction of the Project. The Developer shall, at its own cost and expense, appear, defend and pay all charges for attorneys' fees, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City or the Berwyn Development Corporation, its officials, officers, employees, agents, attorneys and representatives, in any such action, the Developer shall, at its own expense, satisfy and discharge the judgment and any and all legal fees and cost of any kind.

Developer hereby covenants and agrees that no recourse or remedy, whatsoever, under or upon any obligation or agreement contained herein or for any claim in law or equity shall be had individually or in an official capacity against any officials, officers or employees of the City

or the Berwyn Development Corporation in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. The City hereby covenants and agrees that no recourse or remedy, whatsoever, under or upon any obligation or agreement contained herein or for any claim in law or equity shall be had individually against any members, officers or employees of Developer in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by Developer.

ARTICLE 11. INSURANCE REQUIREMENTS

The Developer covenants and agrees to secure the following insurance coverage from the date of Closing until completion of the Medical Office Building. Original insurance certificates thereof shall be delivered to the City demonstrating the following minimum coverage:

Automobile Liability	\$2,000,000.00
Workers' Compensation	statutory limit
Employers' Liability	\$1,000,000.00
Builder's Risk Insurance Replacement Cost	
General Liability and Umbrella/Excess Combined	\$10,000,000.00

The City shall be named as an additional insured on the General Liability Policy.

It is specifically understood and agreed by the parties hereto that the City will not allow the Developer to commence construction of the Project until evidence of such insurance is received and approved by the City. The certificate shall also provide for the City to receive no less than thirty (30) days written notice in the event of cancellation of the required coverage.

Failure by the Developer to maintain insurance coverage will not relieve the Developer of any and all indemnifications, representations, warranties and covenants contained herein.

ARTICLE 12. DEFAULTS

Failure on the part of either party to comply with any term, representation, warranty, covenant, agreement or condition of this Agreement within ten (10) days after written notice thereof, shall constitute an event of default. Unless the defaulting party commences to cure the event of default within said ten (10) days after receipt of notice from the non-defaulting party and continues without interruption to cure such event of default, the non-defaulting party shall be relieved of any and all of its remaining obligations arising pursuant to this Agreement; and such obligations shall immediately be canceled and without any force or effect. In such event, the non-defaulting party may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance and observance of any obligation, covenant or agreement of the defaulting party. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. Further, upon an occurrence of an event of default, the prevailing party in any litigation resulting therefrom shall be entitled to all reasonable costs incurred in seeking to enforce such obligation, covenant or agreement, including but not limited to legal fees and expenses.

ARTICLE 13. AMENDMENTS AND MODIFICATIONS

No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and effective when signed by the authorized agents of the parties hereto.

ARTICLE 14. NO OTHER AGREEMENTS OR REPRESENTATIONS

This Agreement incorporates all agreements and understandings of the parties hereto as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein and that no other agreements or representations other than those contained in this Agreement have been made by the parties.

ARTICLE 15. SUCCESSORS AND ASSIGNEES

This Agreement may not be assigned by the Developer until completion of the Medical Office Building (as defined in Section 7.2) under any circumstances without the approval of the Corporate Authorities of the City, in its reasonable discretion, but shall be binding on the parties, their grantees, nominees, successors in interest or assignees; provided however, Developer may assign this Agreement to any person or entity controlled by, under the control of or under common control with, Developer without the consent of the City.

ARTICLE 16. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement, provided, however, a party will not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnations, riots, insurrections, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*").

ARTICLE 17. SEVERABILITY

If any article, section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said article, section, subsection, term or provision of this Agreement will not be affected thereby to the extent the remainder can be given effect without the invalid provision.

ARTICLE 18. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Illinois in all respects as to interpretation and performance. Any and all legal proceedings of any kind arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois. The Developer expressly agrees to submit to the jurisdiction of the Circuit Court of Cook County, Illinois for all purposes and intents. The Developer agrees that service of process on it may be made, at the option of the City, by certified mail addressed to the Developer as provided in the Article marked as Notice of this Agreement, or by personal delivery to the Developer as provided in the Article marked as Notice of this Agreement.

ARTICLE 19. WAIVER OF TRIAL BY JURY

The City and Developer hereto shall and hereby do waive by jury in any action, proceeding or counterclaim brought by either parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy, emergency or otherwise.

ARTICLE 20. LANGUAGE AND PARAGRAPH HEADINGS

Any headings of this Agreement are for convenience of reference only and do not modify, define, or limit the provisions thereof and are for reference purposes only and shall not

affect in any way the meaning or interpretation of this Agreement. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement.

ARTICLE 21. NO JOINT VENTURE, AGENCY OR PARTNERSHIP

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto.

ARTICLE 22. NO THIRD PARTY BENEFICIARIES

Every article, section, subsection, term, provision, condition, obligation or benefit of this Agreement contained herein or the application or interpretation thereof shall be intended solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

ARTICLE 23. NO LIABILITY OF CITY FOR DEVELOPER'S EXPENSES

The City shall have no obligations to make any payment to the Developer or any other person or entity, other than on account of the City's default hereunder, nor shall the City be obligated to pay any contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Project.

ARTICLE 24. NOTICE

Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be given by personal service, facsimile, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: (i) upon delivery, if personally delivered or if sent by facsimile transmission with an original sent by United States first class mail, postage prepaid on the same date; (ii) one day after placement with an overnight mail delivery service; (iii) or, if by certified United States Mail, postage prepaid, return receipt requested, three (3) business days after placing such in the mail, as follows:

If to the Developer:
HD Acquisitions LLC
Attn: Brian Howard
c/o Healthcare Development Partners, LLC
500 N. Michigan Avenue, Suite 600
Chicago Illinois 60611

with copy to:
Burke Warren MacKay & Serritella, P.C.
Attn: Douglas E. Wambach
330 N. Wabash Ave., 22nd Floor
Chicago, Illinois 60611

If to City of Berwyn:
City of Berwyn
Office of the Mayor
6700 West 26th Street
Berwyn, Illinois 60402

with copy to:
City of Berwyn
Office of the City Clerk
6700 West 26th Street
Berwyn, Illinois 60402

Berwyn Development Corporation
Office of the Executive Director
3322 South Oak Park Avenue, 2nd floor
Berwyn, Illinois 60402

Mark Sterk
Odelson & Sterk
3318 West 95th Street
Evergreen Park, Illinois 60805

Either party may change the address at which it desires to receive notice upon giving written notice of such request to all other parties, in the manner herein specified.

ARTICLE 25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by third parties.

ARTICLE 26. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party signs this Agreement and the parties shall ascribe such date to this Agreement in the first paragraph hereof. Failure by the Developer to execute this Agreement within thirty (30) days of the date of its execution by the City will automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the City under this Agreement in its entirety, with no notice of default required to the Developer to effectuate this provision.

ARTICLE 27. TERM

Section 27.1 Provisions of Agreement Not Merged with the Deed

The City and Developer agree that the terms and conditions of Articles 3 and 6 through 27, inclusive, of this Agreement shall be deemed to be repeated as of Closing and it is hereby

expressly understood and agreed by and between the City and Developer that none of the indemnifications, representations, statements, warranties and covenants contained in such Articles shall merge with the deed at Closing but shall survive the Closing for the term of this Agreement as provided in Section 27.2 as covenants running with the land and shall constitute a lien against the Property enforceable by the City and shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest and assignees. Developer shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

Section 27.2 Term

The term of this Agreement shall commence as of the Effective Date of this Agreement and terminate on the first to occur of (i) ten (10) years from the Effective Date; (ii) the early termination of this Agreement in accordance with the provisions herein contained; (iii) reimbursement of liquidated damages to the City by the Developer, as provided in Section 7.3; or (iv) the completion of the Project in its entirety, as defined in Section 7.3 hereof; provided, however, that in such event the provisions of Section 3.2 hereof shall remain in effect until the tenth anniversary of the Effective Date of this Agreement.

(Intentionally Left Blank)

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

HD ACQUISITIONS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

CITY OF BERWYN, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: City Clerk



J.A.

January 23, 2009

Thomas J. Pavlik
City Clerk
City of Berwyn
6400 W. 26th St.
Berwyn, IL 60402

Re: **Amended and ~~Restated~~ Redevelopment Agreement, Berwyn Center, LLC
Redevelopment Agreement, HD Acquisitions, LLC**

Dear Mr. Pavlik:

Please put the attached draft Ordinances and Redevelopment Agreements relating to 6801-21 Cermak Road on the agenda for the January 27, 2009 City Council meeting for consideration and discussion.

Our office has had opportunity to review these drafts and we had some concerns, which we have discussed with the Developers and which we will discuss with Council at the meeting. Council should keep in mind that the attached Agreements are only drafts and we may provide revised versions to Council prior to the meeting, should the Developers respond to our concerns prior to the meeting.

Very truly yours,

A handwritten signature in cursive script that reads "Richard Bruen".

Richard F. Bruen, Jr.

RFB/jt

Attachments

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY,
ILLINOIS, APPROVING AN AMENDED AND RESTATED
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
BERWYN, COOK COUNTY, ILLINOIS AND BERWYN CENTER, LLC
TO INDUCE THE DEVELOPMENT OF 6801-6821 WEST CERMAK
ROAD, BERWYN, ILLINOIS**

MICHAEL A. O'CONNOR, Mayor
THOMAS J. PAVLIK, City Clerk

NONA N. CHAPMAN
SANTIAGO "JIM" RAMOS
MARK WEINER
MICHELE D. SKRYD
THOMAS J. DAY
MICHAEL J. PHELAN
ROBERT J. LOVERO
JOEL ERICKSON
Aldermen

ORDINANCE NO.: _____

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS,
APPROVING AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT BY
AND BETWEEN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS AND BERWYN
CENTER, LLC TO INDUCE THE DEVELOPMENT OF 6801-6821 WEST CERMAK
ROAD, BERWYN, ILLINOIS**

WHEREAS, the City of Berwyn, Cook County, Illinois (the "*City*") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "*Home Rule Powers*"); and

WHEREAS, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "*TIF Act*"), the City adopted tax increment financing for a designated area known as the Amended Berwyn Theatre Tax Increment Financing Redevelopment Project Area (the "*Project Area*"), wherein which assistance may be rendered to attract and induce development; and

WHEREAS, the City advertised to attract development projects to the Project Area and has reviewed various proposals for the redevelopment of City property within the Project Area located at 6801-21 Cermak Rd., Berwyn, IL (the "*Property*"); and

WHEREAS, Berwyn Center, LLC, an Illinois limited liability corporation, 3565 N. Milwaukee Ave., Chicago, Illinois (the "*Developer*"), proposed to acquire the Property and to preserve and restore a historic structure and construct a mixed use development; and

WHEREAS, pursuant to Section 11-74.4-4 of the TIF Act, public notice of a proposed redevelopment agreement between the City and Developer was published in a newspaper of general

circulation in the City, advising all interested parties that a copy of the contemplated redevelopment agreement was available for examination in the office of the City Clerk and that any interested party was allowed to submit an alternative proposal or bid to the City before execution of the redevelopment agreement; and

WHEREAS, after said notice was published, the City and Developer entered into a Redevelopment Agreement dated February 22, 2008 as approved by Ordinance No. 08-11 on February 13, 2008 to redevelop the Property; and

WHEREAS, difficult and unforeseen market conditions have made it necessary to amend and restate the Redevelopment Agreement dated February 22, 2008 in order to serve the best interest of the Project Area, the City, and its residents.

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. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Amended and Restated Redevelopment Agreement by and between the City of Berwyn, Cook County, Illinois and Berwyn Center, LLC (the "*Amended Redevelopment Agreement*"), a copy of which is attached hereto and made a part hereof as *Exhibit A*, is hereby approved substantially in the form presented to this City Council, with such necessary changes as may be approved by the Mayor.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Amended Redevelopment Agreement and any and all other documents necessary to

implement the provisions, terms and conditions thereof, including the conveyance of real property, as therein described.

Section 4. The City Attorney is hereby authorized to undertake actions on the part of the City as contained in the Amended Redevelopment Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. The City Attorney and Finance Director are hereby authorized to settle all outstanding real estate taxes on the property and any and all such other matters in order to convey the property free of encumbrances, as specified with the Amended Redevelopment Agreement.

Section 6. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 7. All ordinances, resolutions or motions, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 8. All statutes of the State of Illinois or any parts thereof which are in conflict with the provisions of this Ordinance are hereby superseded by this Ordinance enacted under the Home Rule Powers of the City.

Section 9. This Ordinance shall be in full force and effect immediately after its passage and publication as required by law.

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

_____ day of _____ 2009, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				
(Mayor O'Connor)				
TOTAL				

APPROVED by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day

of _____ 2009.

Michael A. O'Connor
MAYOR

ATTEST:

Thomas J. Pavlik
CITY CLERK

EXHIBIT A

Amended and Restated Redevelopment Agreement

**DRAFT 1/12/09
AMENDED AND RESTATED
REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF
BERWYN, COOK COUNTY, ILLINOIS
AND BERWYN CENTER, LLC TO
INDUCE THE DEVELOPMENT OF
6801 – 68__ WEST CERMAK ROAD,
BERWYN, ILLINOIS**

PINS:

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

RETURN TO:

City Clerk
City of Berwyn
6700 West 26th Street
Berwyn, Illinois 60402

THIS AMENDED AND RESTATED REDEVELOPMENT AGREEMENT (the "*Agreement*"), by and between the City of Berwyn, Cook County, Illinois, an Illinois municipal corporation (the "*City*") and Berwyn Center, LLC, an Illinois limited liability corporation, located at 3565 N. Milwaukee Ave., Chicago, Illinois 60641 (the "*Developer*"), is hereby entered into as of its Effective Date, as herein defined.

WITNESSETH

IN CONSIDERATION of the preliminary statements hereinafter set forth, the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the parties which have resulted in this Agreement are the following:

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

B. The City has identified certain areas within its municipal boundaries where there is a need for economic development and economic assistance in order to address the extraordinary measures which must be undertaken to make any development thereof economically viable.

C. The City has identified economic development incentives and is prepared to enter into contractual agreements with third persons to achieve these purposes in order to encourage private investment, ameliorate blight, expand employment opportunities, improve the marketability of property within its corporate boundary and enhance and further diversify the tax base of the City and other affected taxing districts.

D. In order to implement the goals of economic development, eradicate blight and expand and diversify its tax base, the City has adopted tax increment financing under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as supplemented and amended (the "*TIF Act*"), whereby assistance may be rendered to attract and induce certain

development and private investment in the City as a part of the Amended Berwyn Theatre Tax Increment Financing Redevelopment Project and Plan for the designated area therein described (the “*Project Area*”).

E. The City is the titleholder of certain parcels of property in the Project Area containing approximately 50,235 square feet that is bordered by Cermak Road on the north Oak Park Avenue on the east, Grove Avenue on the west and a residential neighborhood on the south, which is generally located at 6801 – 6821 West Cermak Road, Berwyn, Illinois, identified by permanent index number (PINs) 16-30-104-003-0000; 16-30-104-004-0000; 16-30-104-005-0000; 16-30-104-006-0000; 16-30-104-007-0000; 16-30-104-008-0000; 16-30-104-009-0000; 16-30-104-023-0000; 16-30-104-024-0000; 16-30-104-042-0000 and 16-30-104-043-0000 and as legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the “*Property*”).

F. The City and Developer entered into a Redevelopment Agreement regarding the Property dated February 22, 2008 (the “Original RDA”). The City and Developer wish to amend certain provisions of said Redevelopment Agreement and restate the remaining provisions.

G. Certain vacant parcels of the Property that are identified by permanent index number (PINs) 16-30-104-003-0000; 16-30-104-004-0000; 16-30-104-005-0000; 16-30-104-006-0000; 16-30-104-007-0000; 16-30-104-009-0000; 16-30-104-023-0000; 16-30-104-024-0000; 16-30-104-042-0000 and 16-30-104-043-0000 were identified by the City for the construction of a new building (the “*New Building*”) which originally was to consist of a multi story, mixed use building containing commercial retail space on the ground floor and residential condominium units along with an appropriately sized and complimentary parking structure (the

“Mixed Use Building”).

H. HD Acquisitions, LLC has proposed an alternate development which would consist of improving approximately 33,000 sq. ft. of the currently vacant property (the “HD Parcel”) with a medical office building containing approximately 30,000 sq. ft., approximately 3,500 sq. ft. of ground floor retail space along Cermak Road and associated parking (the *“Medical Office Building”*). Development of the HD Parcel with the Medical Office Building also shall include the use of the parking associated with the Medical Office Building by the owners and occupants of the Bank Building immediately to the east during such days and hours as the Medical Office Building parking is not required by the owners, tenants and invitees of the Medical Office Building.

I. The City and Developer wish to enable HD Acquisitions, LLC to purchase the HD Parcel directly from the City.

J. The City and HD Acquisitions, LLC have entered into a Redevelopment Agreement of even date with this Agreement governing the development of the HD Parcel (the *“HD Redevelopment Agreement”*).

K. The portion of the Property not included in the HD Parcel consist of a certain parcel on the northeastern corner of the Property identified by PIN 16-30-104-008-0000 and improved with a two-story structure commonly known as the former American State Bank a/k/a/ First American National Bank & Trust, as listed on the National Register of Historic Places as Building Number 00000951, has been identified by the City for preservation and restoration, said structure being approximately 5,865 square feet in size, vacant and in an extreme state of disrepair (the *“Bank Building”*) and vacant parcels to the south of the Bank Building and fronting

on South Oak Park Avenue and identified by PINs _____ (collectively the Bank Building and the vacant parcels to the south are referred to herein as the "*Bank Redevelopment Property*").

L. The City is most desirous to sell the Property for redevelopment consistent with the commercial district along Cermak Road, which provides the City with its main source of sales tax revenues and job opportunities for its citizens.

M. The City has attempted various strategies to spur redevelopment of the Property and has prepared and advertised detailed bid criteria seeking proposals for the redevelopment of the Property to attract commercial and residential uses for the Property with preference given to a proposal allowing for the restoration of the Bank Building into an economically feasible and adaptive reuse.

N. After reviewing several responses to its bid specifications, the City determined that the proposal submitted by the Developer most matched the criteria and addressed the objectives of the City for the Property because said response provided for the restoration of the Bank Building along with the construction of a mixed use building containing commercial and residential uses, a copy of which is attached hereto and made a part hereof as Exhibit B (the "*Preliminary Proposal*").

O. The Developer is now prepared to: (i) undertake all studies, surveys, plans and specifications and apply for and receive all required permits for the Bank Redevelopment Property; (ii) develop and conduct any and all environmental remediation required for redevelopment; (iii) clear, grade and landscape the vacant portions of the Bank Redevelopment Property; (iv) construct any public works or improvements necessary for the provision of utilities

and City services; and (v) identify all structural repairs and undertake the preservation and rehabilitation of the Bank Building, generally in accordance with all applicable City, county, state and federal historic preservation guidelines and requirements to an adaptable use for a full service restaurant or tenant(s), as approved by the City, which approval shall not be unreasonably withheld (the "*Project*").

P. The Project proposed by the Developer is further set forth on a conceptual site plan depicting all planned improvements, structural repairs of the Bank Building, ingress and egress to public streets, preliminary landscaping drawings, parking renderings and public improvements necessary to serve the development (the "*Preliminary Site Plans*"), a copy of which is attached hereto and made a part hereof as *Exhibit C*.

Q. The Developer agrees that the Project shall result in costs associated with the rehabilitation of the Bank Building in an amount exceeding \$1,000,000. It is understood between the Developer and the City that said estimate is based on the preliminary cost of construction of the Project and may be adjusted based on the final site plan and scope of work required to undertake the Project.

R. In order to induce the Developer to acquire the Bank Redevelopment Property and to undertake the Project, the Mayor and City Council of the City of Berwyn (the "*Corporate Authorities*") have determined that it is in the best interests of the City and the health, safety, morals and welfare of the residents of the City for the City to convey the Ban Redevelopment Property to the Developer pursuant to its Home Rule Powers for one dollar and zero cents (\$1.00) (the "*Purchase Price*").

S. The City published a notice advising any and all interested parties to submit an alternative development proposal for the Property within the Project Area pursuant to Section 11-74.4-4 of the TIF Act.

T. The Corporate Authorities have determined that the provision by the City to the Developer of the benefits described in the immediately preceding recital and the development by the Developer of the Project pursuant to this Agreement are in the best interests of the City and shall provide job opportunities for the inhabitants of the City, ameliorate blight; enhance the tax base of the City and other taxing districts and add to the health, safety, welfare and prosperity of the City and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby contract, promise and agree with the Developer and the Developer does likewise contract, promise and agree with the City, as follows:

ARTICLE 1. INCORPORATION OF PRELIMINARY STATEMENTS

The parties hereto agree that all of the Preliminary Statements to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Article.

ARTICLE 2. DEVELOPMENT OF THE BANK BUILDING

Section 2.1 Identification and Preservation of Bank Building Historic Features

The City and Developer have determined the extent of the Developer's responsibility to preserve and retain portions of the Bank Building by identifying certain historic features of the Bank Building that must be preserved and restored (the "*Historic Features*"). The Historic

Features to be preserved, retained and rehabilitated are identified and more fully described in Exhibit D, a copy of which is attached hereto and made a part hereof. Any and all plans and specifications for the Bank Building shall provide for the retention, restoration and rehabilitation of the Historic Features of the Bank Building and any modification or alteration of Historic Features must be approved by the City. The City may further suggest modifications or rehabilitations to parts of the Bank Building other than Historic Features, which the Developer shall use its best efforts to comply with this requirement.

Section 2.2 Bank Building Not to be Demolished

The Bank Building shall not be demolished and the Historic Features shall not be significantly altered or modified for a period expiring fifty (50) years following the Effective Date of this Agreement. Notwithstanding any other provisions of this Agreement, the provisions of this Section shall survive the closing, termination or expiration of this Agreement, as a covenant that shall run with the land enforceable by the City and shall be binding upon and inure to the parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, but shall not be construed so as to create any third party beneficiaries.

Section 2.3 Bank Building Final Site Plan

The Developer has delivered architectural plans depicting the proposed rehabilitation of the Bank Building and the City has approved said plans (the "*Bank Building Rehabilitation Plan*").

Section 2.4 Bank Building Zoning

Within fourteen (14) days of the Effective Date, the Developer shall submit in writing any and all request for zoning relief for the Bank Building (the "*Bank Building Zoning*").

Request”).

Section 2.5 Bank Building Tenants

The Developer shall, no later than one hundred eighty (180) days after the completion of the Bank Building rehabilitation, submit firm executed commitment documents for occupancy of the Bank Building (the “*Bank Building Tenants*”) for a term of not less than five (5) years, subject only to those conditions as approved by the Corporate Authorities (such approval not to be unreasonably withheld), for consideration by the Corporate Authorities. Should the Developer default in its obligation as provided herein, the City may seek reconveyance of all of the Property to which Developer has title. Such reconveyance shall be subject to any existing mortgages the proceeds of which were used for the rehabilitation of the Bank Building or costs associated therewith. Should the City wish reconveyance of the said property, the reconveyance shall occur thirty (30) days after the satisfaction of the provisions of Article 13 hereof.

Section 2.6 Review of Bank Building Construction Drawings and Bank Building Zoning Request

At least thirty (30) days prior to the Closing Date, Developer shall submit to the City construction drawings for the rehabilitation of the Bank Building (“*Bank Building Construction Drawings*”). The construction plans shall be prepared by a professional engineer or architect licensed in the State of Illinois and the construction plans and all construction practices and procedures with respect to the construction of the Bank Building shall be in full conformity with all applicable laws and regulations of the City, county, state and federal government, or other governmental agency or entity.

Upon receipt and review of the Bank Building Construction Drawings and Bank Building Zoning Request by the City, or its designated City departments, no more than sixty (60) days after submission by the Developer, the City will approve, comment upon or disapprove the Bank Building Rehabilitation Plan, Bank Building Zoning Request and Bank Building Tenants.

If the City does not approve the Bank Building Construction Drawings and the Bank Building Zoning Request, the City shall provide to the Developer its reasons or comments for disapproval. The City and Developer shall use their best efforts to agree on modifications and the Developer will make such necessary revisions as required by the Corporate Authorities and its designated City departments, and resubmit said Bank Building Rehabilitation Plan, Bank Building Required Zoning Relief and Bank Building Tenants for final approval no more than sixty (60) days thereafter.

Section 2.7 Bank Building Construction Contract(s)

Within thirty (30) days after the Closing, the Developer shall have entered into one or more written contracts for the structural repairs or rehabilitation of the Bank Building. Each contract shall provide for all improvements to be constructed in a good and workmanlike manner in accordance with the approved Bank Building Construction Drawings and the standards set forth in the City Code and this Agreement.

Section 2.8 Bank Building Construction

Within thirty (30) days after the latter of: 1) the City's issuance of a Building Permit for the rehabilitation of the Bank Building in accordance with the approved Bank Building Construction Drawings; or 2) the Closing, the Developer shall commence rehabilitation of the Bank Building in accordance with said permit, provided that all other required governmental

approval and permits have been secured, if said approval and permits have not been secured then within fifteen (15) days of the last of such approvals or permits having been secured.

Section 2.9 TIF Assistance in lieu of Cook County Class L (Landmarks) Assessment Classification

The City has agreed to provide Developer with Tax Increment Financing Assistance in the amount of \$500,000 to be applied toward the items related to the rehabilitation of the Bank Building as identified in Exhibit D which are approved by the City as TIF eligible. Developer agrees to forego any and all applications to the Cook County Assessor for classification of the all or any portion of the property under the Class 6, Class 7, Class 8, Class 9 or Class L designations as provided in the Cook County Real Property Classification Ordinance. The TIF Assistance funds shall be disbursed to Developer through a construction escrow established by mutual agreement of the parties (the "*Bank Building Construction Escrow*") and upon presentation of sworn statements and the appropriate lien waivers for work on the rehabilitation of the Bank Building as approved by the City at its discretion, which approval shall not be unreasonably withheld. No funds deposited in the Bank Building Construction Escrow shall be disbursed to Developer, except in as reimbursement as provided in Section 2.9 hereof, until completion of the Bank Building rehabilitation in accordance with the approved Bank Building Construction Plan. If the Bank Building is to be reconveyed to the City pursuant to Section 2.5 hereof, all funds remaining in the Bank Building Construction Escrow shall be disbursed to the City. At the request of the City, Developer shall execute a note and mortgage in favor of the City for such TIF funds which mortgage shall be subordinate to any mortgage related to any construction loan secured by the Developer for the rehabilitation of the Bank Building (the "*City Mortgage*").

The City Mortgage shall be released upon the City's issuance of a Certificate of Occupancy for the Bank Building.

ARTICLE 3. PROJECT MATERIALS AND RETAIL USE REQUIREMENTS

Section 3.1 Project Ground Floor Retail Space and Uses

The Developer shall construct and own or lease retail space on the ground floor of the Bank Building which shall be occupied by a full service restaurant or tenant(s), as approved by the City, which approval shall not be unreasonably withheld.

Section 3.2 Project Non-Permitted Uses

The Developer shall not construct, market, own, lease or sell space to any use or permit the use or occupancy of any portion of the Project to any use identified herein and as defined in the City's zoning ordinance, if applicable, regardless of zoning classification or such zoning classification's permitted or special uses therein identified, as such zoning ordinance is from time supplemented and amended.

Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Developer shall not construct, market, own, lease or sell space to any use or permit the use or occupancy of any portion of the Project, in any manner whatsoever, 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) grocery stores; or (ix) tobacco shops; or (x) pawn shops; or (xi) video stores with a floor area of less than 5,000 square feet; or (xii) credit unions, credit agencies, 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, financial institutions or similar institutions; or (xiii) currency exchanges, check cashing agencies, payday loan stores or such similar stores.

Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Developer shall not construct, market, own, lease or sell space to any use or permit the use or occupancy of any portion of the Project in any manner, whatsoever, which violates any law, statute, regulation, ordinance, order, covenant, restriction or decision of any court of competent jurisdiction, or is dangerous to life or property or creates a public nuisance. Absent a provision in the City's Zoning Ordinance prohibiting the uses described in this Section 3.2, the prohibition in this Section 3.2 shall expire upon the tenth anniversary of the termination of this Agreement pursuant to 28.2 (excluding the extended period applicable to Section 2.2).

ARTICLE 4. CONVEYANCE OF THE PROPERTY

Section 4.1 Closing

Conveyance of title of the Bank Redevelopment Property shall occur simultaneously with the closing by the City on the HD Parcel with HD Acquisitions, LLC pursuant to the HD Redevelopment Agreement (the "*Closing*"). The Closing will be held at the Chicago office of Chicago Title Insurance Company.

Section 4.2 Purchase Price

The Purchase Price for the Property shall be payable at Closing, plus or minus the net amount of the adjustments and prorations to be made pursuant to the terms of this Agreement.

Section 4.3. Conveyance by Special Warranty Deed

The City will convey by special warranty deed all of the City's rights, title and interest, pursuant to all covenants, representations and agreements contained herein, fee simple title "*AS IS*" and "*WITH ALL FAULTS AND WITHOUT ANY WARRANTY CONCERNING ANY ENVIRONMENTAL CONDITIONS OR SUITABILITY FOR ANY PURPOSE,*" which is meant to include all known and unknown conditions as well as any and all known and unknown environmental hazards, but free of exceptions other than: (i) the provisions of this Agreement, including the City Mortgage provided for in Section 2.9 hereof; (ii) covenants, easements and restrictions of record; and (iii) taxes and special assessments due after the date of the Closing. The Property will be conveyed with all building line and building code restrictions; easements, covenants and restrictions of record as presented by the title company.

Section 4.4. Deposit of Portion of HD Parcel Sale Proceeds in Bank Building Construction Escrow

Simultaneously with the closing by the City on the Sale of the HD Parcel to HD Acquisitions, LLC, the City shall deposit not less than \$300,000 of the net proceeds of such sale in the Bank Building Construction Escrow to be used in connection with the rehabilitation of the Bank Building subject to the same terms and conditions as set forth in Section 2.9, except that such funds need not be TIF eligible.

Section 4.5. Conveyance of Property to Developer if Sale to HD Acquisitions, LLC does not proceed.

Should either party to the HD Redevelopment Agreement terminate that Agreement, or should the sale of the HD Parcel to HD Acquisitions, LLC not occur within 180 days of the effective date hereof, then Developer at its option may elect to proceed with the acquisition of the Bank Redevelopment Property or the Property. Developer shall notify the City of its election in writing within 30 days of receipt of: (i) its receipt of a notice advising that the HD Redevelopment Agreement has been terminated; or (ii) the expiration of the 180 day period referenced above. Notwithstanding any other provision of this Agreement, should the Developer elect to proceed with the acquisition of the entire Property, the Purchase Price shall then be \$1,000,000. The closing on the acquisition pursuant to this Section 4.5 shall occur within 60 days of the City's being advised of the Developer's election as provided herein. Furthermore, by electing to proceed with the acquisition pursuant to this Section 4.5, the Developer waives the City's obligation as provided in Section 4.4.

ARTICLE 5. DEVELOPMENT OF THE NEW BUILDING IN THE EVENT OF CLOSING UNDER SECTION 4.5

Section 5.1 Applicability of Article 5 Provisions

The provisions of this Article 5 shall apply only if Developer has elected to proceed with the acquisition of the entire Property pursuant to Section 4.5 hereof.

Section 5.2 Project Construction Materials

The Developer shall submit construction materials for the exterior portions of the Project to the City for review and final approval. The Developer shall at all times comply with any and

all building and zoning code requirements of the City. The Developer shall be prohibited from using Dryvit construction material, or such similar construction materials, on any portion of the Project.

Section 5.3 New Building Plans

The Developer has previously submitted and the City has previously approved the Site Plan for the Mixed-Use Building. Within thirty (30) days of election under Section 4.5 hereof, Developer shall submit to the City preliminary plans for the construction of the Medical Office Building (*“Medical Office Building Plans”*). The Medical Office Building Site Plans shall include landscape renderings, parking renderings and any other legally required documents, which are all subject to final approval by the City.

Section 5.4 New Building Zoning Request

The Developer shall, no later than at the time of submission of the Medical Office Building Plans, identify and submit in writing any and all request for zoning relief for the Medical Office Building (the *“Medical Office Building Zoning Request”*).

Section 5.5 Review of Medical Office Building Plans and Medical Office Zoning Request

The Medical Office Building Plans and Medical Office Building Zoning Request and all other required submissions shall comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and requirements of this Agreement, including the restrictions on uses contained in Section 3.2 hereof.

Upon receipt and review of the Medical Office Building Plans and Medical Office Building Zoning Request by the Corporate Authorities, or its designated City departments, no more than sixty (60) days after submission by the Developer, the City will approve, comment

upon or disapprove the Medical Office Building Plans and Medical Office Building Zoning Request.

If the City does not approve the Medical Office Building Plans and Medical Office Building Zoning Request, the City shall provide to the Developer its reasons or comments for disapproval. The City and Developer shall use their best efforts to agree on modifications and the Developer will make such necessary revisions as required by the Corporate Authorities and its designated City departments, and resubmit said for final approval no more than sixty (60) days thereafter.

Section 5.6 New Building Construction Plans

The Developer shall deliver to the City all construction plans and specifications for the New Building (the "*New Building Construction Plans*") within one hundred and eight (180) days of the date of later of the approval of the Medical Office Building Plans or New Building Zoning Request by the City. The construction plans shall be prepared by a professional engineer or architect licensed in the State of Illinois and the construction plans and all construction practices and procedures with respect to the construction of the New Building shall be in full conformity with all applicable laws and regulations of the City, county, state and federal government, or other governmental agency or entity. The City shall review all New Building Construction Plans as provided in the City Code and requirements of this Agreement. If the New Building Construction Plans are for the previously approved Mixed-Use Building, then contemporaneously with the delivery of the New Building Construction Plans, Developer shall deliver to the City a request for any zoning approvals required to authorize the approval of the Mixed-Use Building.

Section 5.7 New Building Permits

Within sixty (60) days of approval of the New Building Construction Plans by the City, the Developer shall have applied for any and all required permits from the City, county, state, federal or other governmental agency or entity for the New Building Construction Plans and to undertake those improvements in full compliance with the New Building Final Site Plan.

ARTICLE 6. CONDITIONS PRECEDENT TO CLOSING

The Closing shall take place upon satisfaction of all terms and conditions herein set forth in this Agreement by the Developer and subject to the conditions hereinafter set forth below being complied within the time period set forth below or, if no time period is specified, at or prior to the Closing ("*Closing Date*").

Section 6.1(a) Earnest Money Escrow

The Developer has delivered to the City by a cashier's or certified check, a sum equal to \$50,000.00 (the "*Earnest Money*").

The Earnest Money shall be placed on deposit with and held by the City. The Developer agrees that no amount of interest or other form of compensation or consideration will be provided by the City for the deposit of the Earnest Money with the City, in any circumstances.

The Developer shall forfeit the Earnest Money to the City, if the Developer is unable to meet the terms and conditions of this Agreement required for the Closing. The Developer covenants and agrees to waive any and all defenses or claims, in law or equity, to the right of the City to retain the Earnest Money for failure to satisfy any of the terms and conditions contained within this Agreement.

The City and Developer covenant and agree that the Earnest Money will not be credited to the Developer at the time of the Closing but instead will be reassigned and held by the City as part of the Developer's Bank Building Construction Escrow, as herein defined and required pursuant to this Agreement.

Section 6.1(b) Project Budget

The Developer shall deliver to the City a budget for the Bank Building rehabilitation no more than thirty and no less than fifteen days prior to Closing (the "*Budget*"). The Budget for the Project shall separately identify all cost categories associated with the Bank Building. Developer shall provide the City with unaudited financial statements or a letter from a certified accountant establishing that Developer, or the combination of its members, has a net worth in excess of \$5,000,000. Any such financial statement or accountant's letter shall be kept confidential and examined only by the City or its authorized agents.

Section 6.2 Financing

The Developer shall have furnished to the City no more than thirty and no less than fifteen days prior to Closing proof reasonably acceptable to the City that the Developer has equity and irrevocable proof of financing in sufficient amount for the Purchase Price and for construction of the improvements on the property to be conveyed.

Section 6.3 Survey

The City shall provide a survey, if required by the Developer, no less than thirty (30) days before the Closing Date prepared by a registered land surveyor, such cost to be divided by the City and Developer at the Closing.

Section 6.4 Title Insurance

A title commitment from Chicago Title Insurance Company shall be obtained by the City and delivered to the Developer no less than thirty (30) days before the anticipated Closing Date. The title commitment shall commit to the issuance of a policy insuring fee simple ownership in the property to be conveyed, as of the date of the recording of the deed of conveyance (the "*Title Policy*"). The Title Policy shall be in the amount of the Purchase Price unless the Developer requires otherwise.

Section 6.5 Closing Cost

The City and Developer shall split all cost and charges imposed by the title company that are customarily divided between a seller and purchaser of real estate in connection with the issuance of the Title Policy in the amount of the Purchase Price, unless an amount above the Purchase Price is required and the Developer agrees to bear all such additional cost to obtain said coverage. The City shall bear the cost and charges of recording the Agreement and any other release or conveyance document necessary to convey title to the Developer as provided herein. Developer shall bear the cost and charges in connection with the recordation of the deed and any security document related to any financing it obtains. Except to the extent provided herein to the contrary, the City and Developer shall share equally all escrow fees in connection with the deed and other closing costs charged by the title company that are customarily divided between a seller and purchaser of real estate. The City will be reimbursed for the Developer's portion of the Survey as provided in this Article.

Real estate taxes then due and payable, if any, and all such other taxes and assessments, liens and charges which are then due and payable that affect the Property shall be paid in full at

the Closing. The City shall extend a credit to Developer as of the Closing for all then unpaid general real estate taxes, if applicable, up to and including the Closing, calculated on the basis of 105% of the last ascertainable tax bill for any portion of the Property.

Section 6.6 Closing Documents

At Closing, the City shall provide an affidavit of title; a bill of sale for all personal property, if any, free and clear of all encumbrances; a GAP undertaking and any ALTA loan or extended coverage statement, a recordable special warranty deed, acceptable to the Developer, an executed copy of this Agreement and such other required title company documents.

At Closing the Developer shall provide the Purchase Price, in immediate available funds, any and all corporate documents, a GAP undertaking and any ALTA loan or extended coverage statement, and such other required lender and title company documents.

Section 6.7 Developer's Disclosure

No more than ten (10) business days before the Closing Date, the Developer shall furnish the City with a statement disclosing the identity of all persons holding an ownership interest in the Developer and the percentage of such interest, said disclosure to be in a form reasonably acceptable to the City.

No more than ten (10) business days before the Closing Date, the Developer shall furnish the City with a description of all pending or threatened litigation or administrative proceedings involving the Developer, and all persons holding an ownership interest in the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether and to what extent such potential liability is covered by insurance.

Section 6.8 Confirmation of Developer's Representations, Warranties and Covenants

No more than ten (10) business days before the Closing Date, the Developer shall furnish the City with reasonable confirmation that all items delivered to the City under this Agreement are in full force and effect with no amendments or alteration unless approved in writing by the City.

No more than ten (10) business days before the Closing Date, the Developer shall furnish the City with proof that the Developer has obtained all required permits or licenses from the City, county, state, federal, or other governmental agency or entity, to undertake all Bank Building Construction Plans in full compliance with the Bank Building Final Site Plan and executed leases or contracts for occupancy by Bank Building Tenants.

ARTICLE 7. COVENANTS ON THE PART OF THE DEVELOPER

Section 7.1 Payment of Taxes, Fees and Charges

The Developer hereby covenants and agrees to promptly pay, as the same become due, any and all amounts due and owing to the City for any reason, any and all taxes, permit fees, water bills and any other governmental charge or fine of any kind that may be assessed with regard to its operation, and all real estate taxes assessed against the Property.

Section 7.2 Rules, Regulations and Laws

The Developer hereby covenants and agrees that at all times during the term of this Agreement, to strictly adhere to all ordinances, motions, resolutions, rules and regulations of the City no later than ten (10) days after written notice as well as all laws, rules and regulations of the County of Cook, State of Illinois, the United States of America and all agencies of each of them having jurisdiction over the Developer in connection with the development of the Project or

any work performed at the Project and hereby further agrees that all construction shall strictly conform to all applicable City, state and federal rules, regulations and laws.

Section 7.3 Progress Meetings

The Developer hereby covenants and agrees to meet with members of the Corporate Authorities and staff of the Berwyn Development Corporation and to make presentations to the Corporate Authorities as reasonably requested by the City in order to keep the City apprised of the progress of the Project, but in no event more than four (4) times per calendar year.

Section 7.4 Reimbursement to City for Fees and Services to Third Parties

The Developer hereby covenants and agrees to pay the City for fees for services paid to independent contractors or third parties by the City, for which the City is billed, such as engineering fees or utility relocation. The City shall invoice the Developer for such fees that are payable to third parties as such fees are incurred. The Developer agrees that it shall be obligated to pay such fees for water or sewer connections which are generally applied by other governmental agencies or units in connection with the construction and operation of the Project.

ARTICLE 8. PROJECT COMMENCEMENT, COMPLETION AND PENALTIES

Section 8.1 Bank Building Construction

The Developer hereby covenants and agrees to commence construction on the Bank Building as provided in Section 2.8. Failure of the Developer to commence construction within said time frame shall result in the imposition of a penalty in the amount of five hundred dollars and zero cents (\$500.00) per day beginning one day after the date on which Developer was to have commenced construction as provided in Section 2.8, representing liquidated damages to the City for the loss of tax revenue associated with the Project and Property. The Developer

covenants and agrees to waive any and all defenses or claims, in law or equity, to the right of the City to the penalty provision herein contained for failure to perform pursuant to the terms and conditions contained within this Agreement. The City and Developer agree that this provision shall be a covenant running with the land and shall constitute a lien against the Property enforceable by the City and shall be binding upon and incur to the benefit of the Developer's grantees, nominees, successors in interest, assignees, heirs, executors or lessors.

Section 8.2 New Building Construction

The Developer hereby covenants and agrees to commence construction on the New Building within thirty (30) days of satisfaction of all conditions imposed on the funding of construction of the New Building by the Lender for the New Building pursuant to the financing commitment required under Section 6.2 hereof.

Section 8.3 Project Completion

The Developer hereby covenants and agrees that failure of the Developer to complete the construction of the Bank Building within twelve (12) months from the day of commencement of construction, and, if applicable of the New Building within eighteen (18) months from the day of commencement of construction of that building, as herein set forth, shall result in the immediate payment by the Developer to the City an additional sum of fifty thousand dollars and zero cents (\$50,000.00), above the Purchase Price already paid to the City, as representing liquidated damages to the City for the loss of tax revenue associated with the Project and Property. The completion date for construction of the Bank Building shall be defined as the date the structure qualifies for the issuance of final occupancy permit(s) by the City. The Developer covenants and agrees to waive any and all defenses or claims, in law or equity, to the right of the City to the

penalty provision herein contained for failure to perform pursuant to the terms and conditions contained within this Agreement. The City and Developer agree that this provision shall be a covenant running with the land and shall constitute a lien against the Property enforceable by the City and shall be binding upon and incur to the benefit of the Developer's grantees, nominees, successors in interest, assignees, heirs, executors or lessors.

ARTICLE 9. WITHHOLDING OF PERMITS

The City may withhold issuing or revoke any building permit, if the Developer fails or refuses to fulfill in all material respects any of its representations, warranties, covenants and obligations with respect to the Project or Property pursuant to this Agreement or provision of the City Code.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY

The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Property by the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin.

ARTICLE 11. DEVELOPER'S INDEMNIFICATION, REPRESENTATIONS AND WARRANTIES

The indemnifications, representations, warranties and covenants contained herein shall survive the closing, termination or expiration of this Agreement and shall be deemed to be repeated as of Closing and it is hereby understood and agreed between the parties that said shall not merge with the deed at Closing but shall survive such conveyance and be enforceable

between the parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors.

The Developer hereby covenants and agrees to indemnify, defend and hold harmless the City and the Berwyn Development Corporation, its officials, officers, employees, agents, attorneys and representatives, in both their official and individual capacities, from and against any and all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs, expenses and reasonable attorneys' fees brought by third parties arising from any and all conduct of the Developer, its officials, officers, employees, agents, attorneys and representatives in connection with the construction and operation of the Project, or any of its components, or for that which may arise directly or indirectly prior to and after the conveyance of the Property to the Developer by the City or the Berwyn Development Corporation or in connection with any term or condition contained or required of the Developer within this Agreement. The Developer shall, at its own cost and expense, appear, defend and pay all charges for attorneys' fees, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City or the Berwyn Development Corporation, its officials, officers, employees, agents, attorneys and representatives, in any such action, the Developer shall, at its own expense, satisfy and discharge the judgment and any and all legal fees and cost of any kind.

The Developer hereby covenants and agrees that no recourse or remedy, whatsoever, under or upon any obligation or agreement contained herein or for any claim in law or equity shall be had individually or in an official capacity against the City or the Berwyn Development Corporation, its officials, officers, employees, agents, attorneys and representatives in any

amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Without limiting the generality of the foregoing, the Developer hereby covenants and agrees that in the event any legal proceedings against the City or the Berwyn Development Corporation are instituted and the Developer secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Developer, including, but not limited to, court cost, attorney's fees and witness' fees shall be paid by the City.

The Developer hereby covenants and agrees to defend, indemnify and hold the City and the Berwyn Development Corporation, its officials, officers, employees, agents, attorneys and representatives, harmless from and against all claims, actions, loss, cost, damage and expense (including reasonable attorneys' fees) resulting from an intentional misrepresentation or a willful breach by the Developer of Developer's representations, warranties and covenants in this Agreement.

ARTICLE 12. INSURANCE REQUIREMENTS

The Developer covenants and agrees to secure the following per occurrence insurance an endorsement policy on behalf of the City from the date of Closing until completion of the Bank Building rehabilitation and execution of a lease with a tenant for the Bank Building. Original insurance certificates thereof shall be delivered to the City demonstrating the following minimum coverage:

Automobile Liability	\$2,000,000.00
Workers' Compensation	\$2,000,000.00
Employers' Liability	\$2,000,000.00
Builder's Risk Insurance for Actual Replacement	\$10,000,000.00
General Liability and Umbrella/Excess Combined	\$10,000,000.00

It is specifically understood and agreed by the parties hereto that the City will not allow the Developer to commence the Project until the endorsement is secured and evidence of such is received and approved by the City. The endorsement shall also provide for the City to receive no less than thirty (30) days written notice in the event of cancellation of any revision providing the required coverage. Failure by the Developer, at any point in time, during the term of this Agreement, to maintain said insurance coverage will not relieve the Developer of any and all indemnifications, representations, warranties and covenants contained herein. Provided, however, that should any portion of the property be conveyed by the Developer prior to completion of the Bank Building Rehabilitation, the required insurance shall be maintained solely with respect to any portion of the Property not so conveyed.

ARTICLE 13. DEFAULTS

Failure on the part of either party to comply with any term, representation, warranty, covenant, agreement or condition of this Agreement within ten (10) days after written notice thereof, shall constitute an event of default. Unless the defaulting party commences to cure the event of default within said ten (10) days after receipt of notice from the non-defaulting party and continues without interruption to cure such event of default, the non-defaulting party shall be relieved of any and all of its remaining obligations arising pursuant to this Agreement; and such obligations shall immediately be canceled and without any force or effect. In such event, the non-defaulting party may take whatever action at law or in equity as may appear necessary or

desirable to enforce the performance and observance of any obligation, covenant or agreement of the defaulting party. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. Further, upon an occurrence of an event of default by the Developer, the Developer agrees to reimburse the City for all costs incurred in seeking to enforce such obligation, covenant or agreement, including but not limited to costs incurred by use of the City's attorneys, provided the City substantially prevails.

If any party is determined to be in default of this Agreement, no compensation or consideration, of any kind, in any situation, for any document, design idea, criteria, drawing, plan, specification, work product contemplated, created or utilized by any party will be considered the property or exclusive creation of any of the other parties, and each party will be allowed to utilize any and all documents, design ideas, criteria, drawings, plans, specifications and work product in any other future project or endeavor without exception or condition. If the Developer fails to complete the Project or is in default of this Agreement, any work performed on or materials supplied to the benefit of the Property will become the sole and exclusive property of the City, without compensation or any other form of consideration to the Developer.

ARTICLE 14. AMENDMENTS AND MODIFICATIONS

No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and effective when signed by the authorized agents of the parties hereto.

ARTICLE 15. NO OTHER AGREEMENTS OR REPRESENTATIONS

This Agreement incorporates all agreements and understandings of the parties hereto as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein and that no other agreements or representations other than those contained in this Agreement have been made by the parties.

ARTICLE 16. SUCCESSORS AND ASSIGNEES

This Agreement may not be assigned under any circumstances without the approval of the Corporate Authorities of the City, in its sole discretion, but shall be binding on the parties, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors.

ARTICLE 17. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement, provided, however, a party will not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnations, riots, insurrections, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party (the "*Force Majeure*").

ARTICLE 18. SEVERABILITY

If any article, section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said article, section, subsection, term

or provision of this Agreement will not be affected thereby to the extent the remainder can be given effect without the invalid provision.

ARTICLE 19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Illinois in all respects as to interpretation and performance. Any and all legal proceedings of any kind arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois. The Developer expressly agrees to submit to the jurisdiction of the Circuit Court of Cook County, Illinois for all purposes and intents. The Developer agrees that service of process on it may be made, at the option of the City, by certified mail addressed to any party or office as provided in the Article marked as Notice of this Agreement, or by personal delivery on any officer, director or legal representative of the Developer as provided in the Article marked as Notice of this Agreement.

ARTICLE 20. WAIVER OF TRIAL BY JURY

The City and Developer hereto shall and hereby do waive by jury in any action, proceeding or counterclaim brought by either parties hereto against the other on any matters whatsoever arising out of or in anyway connected with this Agreement, or for the enforcement of any remedy, emergency or otherwise.

ARTICLE 21. LANGUAGE AND PARAGRAPH HEADINGS

Any headings of this Agreement are for convenience of reference only and do not modify, define, or limit the provisions thereof and are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity

succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement.

ARTICLE 22. NO JOINT VENTURE, AGENCY OR PARTNERSHIP

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto.

ARTICLE 23. NO THIRD PARTY BENEFICIARIES

Every article, section, subsection, term, provision, condition, obligation or benefit of this Agreement contained herein or the application or interpretation thereof shall be intended solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

ARTICLE 24. NO LIABILITY OF CITY FOR DEVELOPER'S EXPENSES

The City shall have no obligations to make any payment to the Developer or any other person or entity, nor shall the City be obligated to pay any contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Project.

ARTICLE 25. NOTICE

Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be given by personal service, facsimile, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such

notice shall be deemed to have been given: (i) upon delivery, if personally delivered or if sent by facsimile transmission with an original sent by United States first class mail, postage prepaid on the same date; (ii) one day after placement with an overnight mail delivery service; (iii) or, if by certified United States Mail, postage prepaid, return receipt requested, three (3) business days after placing such in the mail, as follows:

If to the Developer:

Berwyn Center, LLC
3565 N. Milwaukee Ave.
Chicago, Illinois 60641
Attn: Fred Gonzalez

with copy to:

Rolando R. Acosta
Acosta, Kruse & Zemenides, LLC
Attorneys at Law
6336 North Cicero Avenue, Suite 202
Chicago, Illinois 60646

If to City of Berwyn:

City of Berwyn
Office of the Mayor
6700 West 26th Street
Berwyn, Illinois 60402

with copy to:

City of Berwyn
Office of the City Clerk
6700 West 26th Street
Berwyn, Illinois 60402

Berwyn Development Corporation
Office of the Executive Director
3322 South Oak Park Avenue, 2nd floor
Berwyn, Illinois 60402

Mark Sterk
Odelson & Sterk
3318 West 95th Street
Evergreen Park, Illinois 60805

Either party may change the address at which it desires to receive notice upon giving written notice of such request to all other parties, in the manner herein specified.

ARTICLE 26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by third parties.

ARTICLE 27. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party signs this Agreement. Failure by the Developer to execute this Agreement within thirty (30) days of the date of its execution by the City will automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the City under this Agreement in its entirety, with no notice of default required to the Developer to effectuate this provision.

ARTICLE 28. TERM

Section 28.1 Provisions of Agreement Not Merged with the Deed

The City and Developer agree that the terms and conditions of this Agreement shall be deemed to be repeated as of Closing and it is hereby expressly understood and agreed by and between the City and Developer that none of the indemnifications, representations, statements, warranties and covenants contained herein shall merge with the deed at Closing but shall survive the Closing as covenants running with the land and shall constitute a lien against the Property enforceable by the City and shall be binding upon and incur to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessees provided.

Developer shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

Section 28.2 Term

The term of this Agreement shall commence as of the Effective Date of this Agreement and terminate on the first to occur of (i) ten (10) years from the Effective Date; (ii) the early termination of this Agreement in accordance with the provisions herein contained; (iii) reimbursement of liquidated damages to the City by the Developer, as herein described; or (iv) the completion of the Project in its entirety, as herein defined, or, if Developer acquires the entire Property, completion of the New Building as herein defined, provided, however, that Section 2.2 hereof shall not terminate and remain in full force and effect until the conclusion of the time period stated therein.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date identified above at the City of Berwyn, Cook County, Illinois.

EXECUTED this _____ day of _____, 2009.

City of Berwyn, Cook County, Illinois,
a municipal corporation

By: _____
Mayor

Attest:

City Clerk

EXECUTED this _____ day of _____, 2009.

Berwyn Center, LLC of Chicago, Illinois

By: _____
Managing Member

Attest:

Secretary

EXHIBIT A

Legal Description of Property

EXHIBIT B

Preliminary Proposal

EXHIBIT C

Preliminary Site Plan

EXHIBIT D

Historic Features and Pictures

North Facing Exterior Facade (Cermak Avenue)
East Facing Exterior Facade (Oak Park Avenue)
Roof Dome and Ornamentation



3318 WEST 95TH STREET
EVERGREEN PARK, IL 60805
(708) 424-5678
FAX (708) 425-1898
www.odelsonsterk.com

January 23, 2009

Thomas J. Pavlik
City Clerk
City of Berwyn
6400 W. 26th St.
Berwyn, IL 60402

Re: Harlem Metra Station Sublease Agreement –First Amendment to Lease

Dear Mr. Pavlik:

Per the request of the Berwyn Development Corporation, please put the attached ordinance to approve an amendment to the sublease by and between the City of Berwyn and Harlem Expresso, L.L.C. for consideration and discussion by Council at its January 27, 2009 meeting.

Very truly yours,

A handwritten signature in cursive script that reads 'Richard F. Bruen, Jr.'.

Richard F. Bruen, Jr.

RFB/jt

Attachment

CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY,
ILLINOIS, APPROVING A FIRST AMENDMENT TO THE
SUBLEASE AGREEMENT BY AND BETWEEN THE CITY OF
BERWYN AND HARLEM EXPRESSO, L.L.C.**

MICHAEL A. O'CONNOR, Mayor
TOM PAVLIK, Clerk
GERARD "GARY" PATER, Treasurer

NONA N. CHAPMAN
SANTIAGO "JIM" RAMOS
MARK WEINER
MICHELE D. SKRYD
THOMAS DAY
MICHAEL J. PHELAN
ROBERT J. LOVERO
JOEL ERICKSON
Aldermen

ORDINANCE NUMBER

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS,
APPROVING A FIRST AMENDMENT TO A SUBLEASE AGREEMENT BY AND
BETWEEN THE CITY OF BERWYN AND HARLEM EXPRESSO, L.L.C.**

WHEREAS, the City of Berwyn (the "*City*"), is a home rule municipality within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and, as such, may exercise any power and perform any function pertaining to its government and affairs (the "*Home Rule Powers*"); and,

WHEREAS, the City is a party to a Station Agreement between the City of Berwyn and BNSF Railroad Company (Lease).

WHEREAS, the Lease encompasses the train station located at 7135 Windsor Avenue, Berwyn, IL 60402 (Harlem Avenue Station).

WHEREAS, the Lease gives the City certain rights and obligations as to that station, including the right to sublease a portion of it for retail uses.

WHEREAS, the City desired to make available for Sublease an approximate 60 square foot room, which has the dimensions of 6' x 10' at the Harlem Avenue Station for use as a retail coffee shop.

WHEREAS, Alex Vesely subleased the aforementioned portion of the Harlem Avenue Station pursuant to the Commercial Sublease Agreement by and between the City of Berwyn and Alex Vesely (the "*Sublease*").

WHEREAS, the Mayor and City Council of the City of Berwyn (the "*Corporate Authorities*") determined that the aforementioned portion of the Harlem Avenue Station is no longer necessary or required for a public use by the City and determined that this

Sublease will be in the best interest of the City and the quality of life of its taxpayers and all users of the Harlem Avenue Station.

WHEREAS, Alex Vesely has requested that the Sublease be assigned to Harlem Espresso, L.L.C., which has been approved by City Council

WHEREAS, Harlem Espresso, L.L.C. has asked that the Sublease be amended consistently with the terms set forth in the First Amendment to Sublease attached hereto as Exhibit A.

WHEREAS, pursuant to the Home Rule Powers of the City, it is the intent of the Corporate Authorities that if any term contained herein or manner or method of adoption of this Ordinance shall be inconsistent with any non-preemptive State statute contained in the Illinois Municipal Code, including but not limited to 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2, or any Chapter or Section of the City Code of the City of Berwyn, this Ordinance shall entirely supersede said State statute or Chapter or Section of the City Code of the City of Berwyn.

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. That the above recitals are incorporated herein and made a part hereof as if fully set forth in this Section.

Section 2. That the First Amendment to Sublease attached hereto and made a part hereof as Exhibit A, is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute same.

Section 3. That the Mayor and City Clerk are hereby authorized to undertake any and all actions as may be required to implement and enforce the provisions of the Amendment.

Section 4. That all ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. That any state statute requirement in conflict hereof with this Ordinance is hereby fully superseded pursuant to the exercise of the Home Rule Powers of the City.

Section 6. That this Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this ____ day of _____, 2009, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				

Lovero				
Erickson				
O'Connor (Mayor)				
TOTAL				

APPROVED by the Mayor on _____, 2009.

Michael A. O'Connor
MAYOR

ATTEST:

Tom Pavlik
CITY CLERK

FIRST AMENDMENT TO SUBLEASE

This **FIRST AMENDMENT TO SUBLEASE** dated January __, 2009 by and between the City of Berwyn, a body politic, as Landlord (hereinafter referred to as "Landlord") and Alex Vesely (hereinafter referred to as "Tenant") and HARLEM EXPRESSO, L.L.C., an Illinois limited liability company (hereinafter referred to sometimes as "Assignee").

RECITAL

On _____, 2008, the City of Berwyn, a body politic, as the Landlord entered into a written sublease agreement with Alex Vesely, as Tenant, for a portion of the premises commonly known as 7135 Windsor Avenue, Berwyn, Illinois; the portion of the premises subject to this sublease are more particularly described and set forth in Exhibit A to thereto (hereinafter for convenience "Sublease"). On January 6, 2009, Alex Vesely executed his assignment of the Sublease (but subject to the Consent of the Landlord) to the purported Assignee thereof, HARLEM EXPRESSO, L.L.C., of which, Alex Vesely is one of its members. Before the Landlord gives its Consent to the Assignment, it is deemed necessary by the Landlord, Tenant and HARLEM EXPRESSO, L.L.C. to clarify the Sublease in certain respects so that there are no misunderstandings or mis-interpretation in the future which might lead to possible claims of breach or default under the provisions of said Sublease. Accordingly, the parties desire to amend the Sublease their mutual benefit and understanding.

NOW THEREFORE, it is agreed by and between the Landlord, Tenant and proposed Assignee, for and in consideration of the mutual agreements and covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, that:

1. The Recital set forth above is incorporated, by this reference, as Paragraph 1 of this First Amendment to Lease.
2. Paragraph 2 of the Sublease, the first sentence thereof, shall be amended to read as follows:
"The initial Term of the Sublease shall begin on the 1st day of February 2009 and end on the 31st day of January, 2014."
3. Paragraph 3 of the Sublease shall commence with the following new sentence:
"The obligation to pay Rent shall commence with the Initial Term of the Sublease."
4. The third from the last sentence of Paragraph 3 is stricken and the following new sentence substituted:
"In the exercise of reason discretion and local janitorial standards Landlord shall have the right to determine whether Tenant's performance of the extraordinary maintenance is sufficient to satisfy the requirements for earning this maintenance credit."
5. Add the following new sentence before the last sentence of Paragraph 3:
"As used herein above, the following shall not be deemed to be within the context or meaning of the term or definition of "extraordinary maintenance": repairs to or maintenance of mechanical equipment, structural repairs or replacements to the Harlem Avenue Station, removal of snow from other than walkways and station platform, costs and expenses incurred for supplies needed by Tenant to accomplish extraordinary maintenance obligations."

A

6. Paragraph 22, the third sentence shall commence with the following:
"After proper notice as provided in Paragraph 19 of this Sublease"...

7. Except as otherwise provided herein above, Tenant's use and occupancy of the Leased premises and Tenant's and Landlord's obligations shall be governed in accordance with the terms and provisions of the Lease, as herein amended.

IN WITNESS WHEREOF, the parties execute and deliver this First Amendment To Sublease the date and year first written above.

LANDLORD:

City of Berwyn, a body politic

TENANT:

Alex Vesely

ASSIGNEE:

HARLEM EXPRESSO, L.L.C

By: _____
Alex Vesley-Manager

By: _____
Anthony Plzak-Manager

J-11



3318 WEST 95TH STREET
EVERGREEN PARK, IL. 60805
(708) 424-5678
FAX (708) 425-1898
www.odelsonsterk.com

January 23, 2009

Thomas J. Pavlik
City Clerk
City of Berwyn
6400 W. 26th St.
Berwyn, IL 60402

Re: Harlem Metra Station Sublease Agreement – Assignment to Harlem Expresso, L.L.C.

Dear Mr. Pavlik:

Per the request of the Berwyn Development Corporation, please put the attached ordinance to approve an assignment of the sublease by and between the City of Berwyn and Alex Vesely to Harlem Expresso, L.L.C. for consideration and discussion by Council at its January 27, 2009 meeting.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard Bruen".

Richard F. Bruen, Jr.

RFB/jt

Attachment

CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY,
ILLINOIS, APPROVING AN ASSIGNMENT OF A SUBLEASE
AGREEMENT BY AND BETWEEN THE CITY OF BERWYN,
ALEX VESELY AND HARLEM EXPRESSO, L.L.C.**

MICHAEL A. O'CONNOR, Mayor
TOM PAVLIK, Clerk
GERARD "GARY" PATER, Treasurer

NONA N. CHAPMAN
SANTIAGO "JIM" RAMOS
MARK WEINER
MICHELE D. SKRYD
THOMAS DAY
MICHAEL J. PHELAN
ROBERT J. LOVERO
JOEL ERICKSON
Aldermen

ORDINANCE NUMBER

**AN ORDINANCE OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS,
APPROVING AN ASSIGNMENT OF A SUBLEASE AGREEMENT BY AND BETWEEN
THE CITY OF BERWYN, ALEX VESELY AND HARLEM EXPRESSO, L.L.C.**

WHEREAS, the City of Berwyn (the "*City*"), is a home rule municipality within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and, as such, may exercise any power and perform any function pertaining to its government and affairs (the "*Home Rule Powers*"); and,

WHEREAS, the City is a party to a Station Agreement between the City of Berwyn and BNSF Railroad Company (Lease).

WHEREAS, the Lease encompasses the train station located at 7135 Windsor Avenue, Berwyn, IL 60402 (Harlem Avenue Station).

WHEREAS, the Lease gives the City certain rights and obligations as to that station, including the right to sublease a portion of it for retail uses.

WHEREAS, the City desired to make available for Sublease an approximate 60 square foot room, which has the dimensions of 6' x 10' at the Harlem Avenue Station for use as a retail coffee shop.

WHEREAS, Alex Vesely has subleased the aforementioned portion of the Harlem Avenue Station pursuant to the Commercial Sublease Agreement by and between the City of Berwyn and Alex Vesely (the "*Sublease*").

WHEREAS, the Mayor and City Council of the City of Berwyn (the "*Corporate Authorities*") determined that the aforementioned portion of the Harlem Avenue Station was no longer necessary or required for a public use by the City and determined that

this Sublease will be in the best interest of the City and the quality of life of its taxpayers and all users of the Harlem Avenue Station.

WHEREAS, Alex Vesely is requesting that the Sublease be assigned to Harlem Espresso, L.L.C.

WHEREAS, pursuant to the Home Rule Powers of the City, it is the intent of the Corporate Authorities that if any term contained herein or manner or method of adoption of this Ordinance shall be inconsistent with any non-preemptive State statute contained in the Illinois Municipal Code, including but not limited to 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2, or any Chapter or Section of the City Code of the City of Berwyn, this Ordinance shall entirely supersede said State statute or Chapter or Section of the City Code of the City of Berwyn.

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. That the above recitals are incorporated herein and made a part hereof as if fully set forth in this Section.

Section 2. That the Assignment of Lease by and between Alex Vesely, Harlem Espresso, L.L.C. and the City of Berwyn, as attached hereto and made a part hereof as Exhibit A, is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute same.

Section 3. That the Mayor and City Clerk are hereby authorized to undertake any and all actions as may be required to implement and enforce the provisions of the Assignment.

Section 4. That all ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. That any state statute requirement in conflict hereof with this Ordinance is hereby fully superseded pursuant to the exercise of the Home Rule Powers of the City.

Section 6. That this Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this ____ day of _____, 2009, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman				
Ramos				
Weiner				
Skryd				
Day				
Phelan				
Lovero				
Erickson				

O'Connor (Mayor)				
TOTAL				

APPROVED by the Mayor on _____, 2009.

 Michael A. O'Connor
 MAYOR

ATTEST:

 Tom Pavlik
 CITY CLERK

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 03067718

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: JMD1

FILED
JAN 06 2009
Jesse White
Secretary of State

1. Limited Liability Company Name: HARLEM EXPRESSO LLC.

2. Address of Principal Place of Business where records of the company will be kept:
7135 WINDSOR AVENUE
BERWYN, IL 60402

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

CHRISTINE L. PLZAK
18W035 73RD ST
DARIEN, IL 60561-3701

DU PAGE

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

PLZAK, ANTHONY P
7135 WINDSOR AVE, BERWYN, IL 60402

VESELY, ALEX
7135 WINDSOR AVE, BERWYN, IL 60402

8. Name and Address of Organizer
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JANUARY 06, 2009

CHRISTINE L. PLZAK
18W035 73RD STREET
DARIEN, IL 60561

A

ASSIGNMENT OF LEASE; ACCEPTANCE OF ASSIGNMENT; LANDLORD'S CONSENT

ASSIGNMENT OF LEASE

For value received, the undersigned, Alex Vesely (hereafter "Assignor") hereby transfers and assigns to HARLEM EXPRESSO, LLC, an Illinois limited liability company, having as its principal place of business at 7135 Windsor Avenue, Berwyn, Illinois (hereinafter "Assignee"), all my right, title and interest in and to that certain Commercial Sublease Agreement for the premises more particularly described and set forth in the Sublease herein after described and Exhibit A thereto, but for convenience herein, commonly referred to as 7135 Windsor Avenue, Berwyn, Illinois, which Sublease is dated as of 1/15/2008 and executed by and between Alex Vesely, as Tenant and the City of Berwyn, a body politic, as Landlord (hereinafter "Lease"). Except as otherwise noted in the following paragraphs of this Assignment, nothing set forth herein shall be held or construed by virtue hereof, to release Assignor from liability whatsoever created under the said Lease, or from the covenants, agreements and obligations thereunder. Accordingly, Assignor acknowledges that the Landlord will have such remedies and recourse against Assignor as by said Lease provided and in the same manner as if this Assignment has not been made.

Assignor further acknowledges that under Paragraph 22 the Lease, Landlord is to receive the sum of \$3,200.00 as and for the Tenant's Security Deposit. By this Assignment, Assignor acknowledges, and Landlord, by execution of its Consent to this Assignment also acknowledges that as of date, Assignor has not tendered said Security Deposit to Landlord. Accordingly, upon receipt thereof by Landlord from any source other than Assignor, the Assignor releases and relinquishes any claim or right to claim any right, title or interest in and to the Tenant Security Deposit under the provisions of the Lease.

Assignor represents that Landlord is not in default in the performance of any of the covenants or agreements of Landlord to be performed by Landlord under the terms of the Lease; that as of the date hereof, the fixed monthly rental to be paid by Assignor to Landlord under the provisions of the Sublease is \$1,600.00.

DATED: January 6, 2009

ASSIGNOR:

Alex Vesely

ACCEPTANCE OF ASSIGNMENT OF LEASE

The undersigned, Harlem Espresso, L.L.C. (hereinafter "Assignee"), for Value Received, including the Assignment of Lease by Assignor of all Assignor's right, title and interest to the Lease aforesaid, and in further consideration of the written Consent of Landlord to the Assignor's Assignment of this Lease to Assignees, hereby accepts the foregoing Assignment of Lease and agrees to make all payments and to perform and keep all promises, covenants, conditions and agreements of the said Lease to be made, kept and performed, as if the Assignee is the original Tenant thereunder, including but limited to the immediately deposit with the Landlord of the Tenant Security Deposit of \$3,200.00 as provided in Paragraph 22 of the Lease.

Assignee acknowledges and therefore agrees that no further assignment of the Lease or any sublease of the demised premises will be or are permitted to be made by the Assignee under the terms and provisions of the Lease unless so otherwise provided or permitted therein. Assignee acknowledges that the fixed monthly rental paid by Assignor to Landlord is \$1,600.00, and that the obligation to pay the monthly rent shall commence as of February 1, 2009 and that the term of the Lease shall expire January 31, 2014.

Assignee represents unto Landlord that Assignee has reviewed the terms and provisions of the Lease and has examined or been afforded an opportunity to examine, the leased premises, and that as of the date of the Landlord's consent to this Assignment, Assignee acknowledges that the premises are in good repair and further that the Landlord is not now in default in the performance of any covenant or agreement of Landlord to be performed under the terms of the Lease.

DATED: January 6, 2009

ASSIGNEE: Harlem Expresso, L.L.C.

By: _____
Managing Partner

By: _____
Managing Partner

LANDLORD'S CONSENT TO ASSIGNMENT

The undersigned, City of Berwyn, a body politic, as Landlord under the terms and provisions of the Commercial Sublease Agreement with Alex Vesely, as Tenant for the premises commonly known as 7135 Windsor Avenue, Berwyn, Illinois, and upon receipt of the Tenant Security Deposit of \$3,200.00 as therein provided, and in consideration of the agreements of Assignor, Alex Vesely and in consideration of the agreements of the Assignee, Harlem Expresso, L.L.C. , all as made and provided herein above, does hereby consent to the foregoing Assignment of Lease by Assignor to the Assignees.

Landlord does hereby agree and acknowledge that the obligation to pay the monthly rental due under the Lease shall commence as of February 1, 2009 and that the initial term of the Lease shall expire January 31, 2014.

Neither this Consent nor the acceptance of rent from Assignee shall be deemed as a subsequent waiver or relinquishment of the covenant set forth in the Lease against subsequent Assignments of the Lease or Subletting of the premises, nor shall such acceptance of Assignee as the tenant in possession of the leased premises be construed as a release of the Assignor from the performance of the provisions of the Lease.

IN WITNESS WHEREOF, and predicated upon the foregoing, the Landlord executes and delivers this CONSENT TO ASSIGNMENT

DATED: January _____, 2009

LANDLORD:

City of Berwyn, a body politic

Section K

Consent Agenda

W-1

ALDERMAN MARK WEINER
Berwyn, Illinois 60402
MarkWeiner1@Hotmail.Com

January 23, 2009

Re: Payroll

Council Members:

The current payroll has been prepared for review by the Finance Department and for approval at ^{1/27/09} the January 27, 2009 Council meeting.

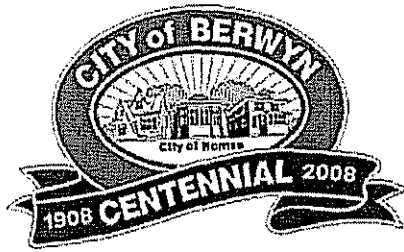
Payroll January 21, 2009 is \$933,842.33

Very truly yours, Mark Weiner



Mark Weiner, Budget Committee Chairman

K-2
Michael A. O'Connor
Mayor



Debi Suchy
City Collector

A Century of Progress with Pride

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

January 22, 2009

Honorable Mayor Michael A. O'Connor
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 have been issued, by the Collector's Office, for the month of December, 2008. Included are storefronts, office 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 along with businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Debi B. Suchy
City Collector
DBS/sb

BERWYN BUSINESSES - LICENSED IN DECEMBER, 2008 (STOREFRONTS)

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Daisy's Clothing Store	6508 W. 16th Street	Blanca E. Escamilla	Clothing Store (708) 749-4986
Nutrition & Rejuvenation Center	6218 W. Cermak Road	Veronica Cruz	Training Center (708) 932-5385
Tonini's Italian Market	6950-52 W. Windsor Avenue	David & Taresa Goldman	Deli/Grocery (708) 484-4590
Berwyn Food & Liquor	6338 W. Ogden Avenue	Naker K. Yahya	Food Mart (708) 788-0390
Optimal Watch, Inc.	3130 S. Oak Park Avenue	Ayman Mryan	Watch Shop (708) 749-0260
Lightening Computers	3142 S. Oak Park Avenue	Tom Papadopoulos	Computer Sales/Serv (708) 956-7102
Jackson Hewitt Tax Serv.	2825 S. Harlem Avenue	Chicago Mgmt Consultants, Inc.	Income Tax Serv. (708) 484-1434

**BUSINESS LICENSES ISSUED FOR DECEMBER, 2008
OUT OF TOWN CONTRACTORS**

Page 1

<u>NAME</u>	<u>ADDRESS</u>	<u>CORP. NAME OR OWNERS NAME</u>	<u>COMMENTS</u>
Blaj Electric	307 N. River Rd., Fox River Grove	Blaj Electric, Inc.	Contractor (Electrical)
OR Construction, Inc.	165 Kenilworth, Glen Ellyn	OR Construction, Inc.	Contractor (Electrical)
Lenzini Excavating, Co	630 Hicks, Palatine	Lenzini Excavating Co., Inc.	Contractor (Excavating)
A. L. L. Masonry Constr.	1414 Willow, Chicago	A. L. L. Masonry Construction	Contractor (Masonry)
Midwest Country Constr.	3217 State, Lockport	Midwest Country Construction	Contractor (Roofing)
Golden Prague Constr	515 Bethany, Shorewood	Golden Prague Constr., Inc.	Contractor (Sheet Metal)
America's Best, Inc.	1795B Cortland, Addison	America's Best, Inc.	Contractor (Water Proofing)
Certified Window Co., Inc.	2840 Central Park, Chicago	Certified Window Co., Inc.	Contractor (Windows & Door)

Application Review

Business Name	Address	Last Update	Phone	ID #
<i>Alpha C.N.C. Group, Inc.</i> 1330 S. Home Avenue Berwyn IL 60402		4/15/2008	(630) 514-7368	10251
<i>C. F. Wood, LLC</i> 3208 S. Grove Avenue Berwyn IL 60402		11/7/2007	(708) 484-9510	10051
<i>Campos Auto Wholesalers</i> 3134 S. Highland Avenue Berwyn IL 60402		2/20/2008	(708) 743-4295	10151
<i>Dos Hermanos Food Service</i> 2532 S. Grove Avenue Berwyn IL 60402		2/28/2008	(708) 749-1870	10172
<i>Flores and Flores Law, LLC</i> 2209-11 S. Highland Avenue Berwyn IL 60402		6/20/2008	(708)	10384
<i>Four R Entertainment</i> 3341 S. Highland Avenue Berwyn IL 60402		9/7/2007	(708) 484-4275	9926
<i>Green Clean</i> 1527 S. Highland Avenue Berwyn IL 60402		11/13/2008	(708) 543-9690	11216
<i>Kevinup, Inc.</i> 6302 W. Cermak Road Berwyn IL 60402		10/1/2008	(708)	11138
<i>La Media Cancha</i> 7003 W. 16th Street Berwyn IL 60402		3/28/2008	(708) 788-1208	10222
<i>Mariscos Zihutanejo</i> 6713 W. 26th Street Berwyn IL 60402		1/8/2009	(708)	11202
<i>Paris Perfume Outlet, Inc.</i> 6218 W. Cermak Road Berwyn IL 60402		12/13/2007	(708)	10096
<i>The Flamingo Café</i> 6401 W. 16th Street Berwyn IL 60402		5/13/2008	(708)	10324
<i>United Video</i> 2143 S. Ridgeland Avenue Berwyn IL 60402		11/19/2008	(708) 484-2007	11203
Total Businesses				13

Inspections Pending

Business Name	Address	Last Update	Phone	ID #
<i>Bodhi Thai Bistro</i>				9936
6211 W. Roosevelt Road	Berwyn IL 60402	1/6/2009		
<i>Golden Homes Real Estate, Inc.</i>			(708)	10319
6705 W. 26th Street	Berwyn IL 60402	6/23/2008		
<i>Kim's Kreations</i>			(708) 484-5945	11187
6921 W. Stanley Avenue	Berwyn IL 60402	1/13/2009		
<i>Learn & Grow Childcare & Development Ctr</i>			(708) 749-8730	10978
7115 W. Roosevelt Road	Berwyn IL 60402	7/23/2008		
<i>Marathon Gas Food Mart</i>	<i>AKA Shreeji Berwyn, Inc.</i>		(708)	11073
1600 S. Oak Park Avenue	Berwyn IL 60402	10/15/2008		
<i>Royal Prestige Vida y Salud</i>	<i>Second Floor</i>		(708) 484-6847	11014
3100 S. Oak Park Avenue	Berwyn IL 60402	8/8/2008		
<i>Spin City Laundromat</i>			(708) 637-4417	11120
7122 W. 16th Street	Berwyn IL 60402	1/6/2009		
<i>USA Insurance Brokers</i>			(708) 788-8822	9521
6807 W. Roosevelt Road	Berwyn IL 60402	1/19/2007		
Total Businesses				8

Application Pending

Business Name	Address	Last Update	Phone	ID #
<i>Bakery</i>			(708)	11215
6737 W. 26th Street	Berwyn IL 60402	11/13/2008		
<i>Brandos of Berwyn</i>			(708)	10121
6838 W. Windosr Avenue	Berwyn IL 60402	1/16/2008		
<i>Cricket Wireless</i>			(708)	11278
6946 W. Cermak Road	Berwyn IL 60402	1/15/2009		
<i>Juice & Beverage Bar</i>			(708)	10221
6925 W. Ogden Avenue	Berwyn IL 60402	3/27/2008		
<i>Latter Rain Construction</i>			(708)	11254
6803 W. Roosevelt Road	Berwyn IL 60402	12/12/2008		
<i>My Little Sisters Clothes</i>			(708)	11209
2605 S. Ridgeland Avenue	Berwyn IL 60402	11/7/2008		
<i>Primos Pizzeria</i>			(708) 484-6799	11191
6233 W. Roosevelt Road	Berwyn IL 60402	10/27/2008		
<i>Restaurant</i>			(708)	11276
6737 W. 26th Street	Berwyn IL 60402	1/15/2009		
<i>Speedy Tamales Mexican Cuisine</i>			(708)	10149
2138 S. Highland Avenue	Berwyn IL 60402	2/14/2008		
<i>Victor Barber Shop</i>			(708)	9173
6301 W. 26th Street	Berwyn IL 60402	4/1/2008		
Total Businesses				10

Michael A. O'Connor
Mayor



Mark Weiner
Third Ward Alderman
(708) 484-7512
3rdward@Berwyn-il.gov

A Century of Progress with Pride

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

January 21, 2009

Honorable Mayor Michael A. O'Connor and
Members of the Berwyn City Council

Re: Handicap Request: # 586
Ignacio Morales – 6915 W. 29th Place

Mayor and City Council Members:

I concur with the recommendations of the investigating Officer to Approve the request and install the Handicap Signs at the above referenced residence.

Very truly yours,

Mark Weiner



We Serve and Protect

BERWYN POLICE DEPARTMENT

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
Fax (708) 795-5627 Emergency 9-1-1



**TO: HONORABLE MAYOR MICHAEL A. O'CONNOR AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORINANCE DIVISION**

DATE: JANUARY 6, 2009

RE: HANDICAPPED SIGN FOR: IGNACIO MORALES #586

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

6915 W 29th PLACE

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN MARK WEINER

2009 JAN -6 P 3:41
CITY OF BERWYN
CLERK'S OFFICE

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor
and Members of City Council

From: Berwyn Police Department
Local Ordinance Division

Date: 01-06-2009

Application #: 586

Name of Applicant: Ignacio Morales

Address: 6915 W 29th Place Berwyn, IL 60402

Telephone:

2009 JAN - 6 P 3: 41
CITY OF BERWYN
CLERK'S OFFICE

Nature of Disability: ;

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	—
Driveway:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Walker:	—	—
Off Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cane:	—	—
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	—
Meets Requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Report Number: 09-00253		

Recommendation: APPROVE DENY Reporting Officer: M. Schwanderlik #252

Comments:

Alderman:

Ward:

Berwyn Police Department

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

Incident#: 09-00253

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 09-00253
REPORT TYPE Incident Report	RELATED CAD # C09-000940	DOT #	HOW RECEIVED On View-Officer
WHEN REPORTED 01/06/2009 13:09	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 6915 W 29th PL Berwyn, IL 60402		
TIME OF OCCURRENCE 01/06/2009 13:09	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME MORALES, IGNACIO		DOB	AGE	ADDRESS 6915 W 29th PL BASEMENT Berwyn, IL 60402		
SEX M	RACE	HGT 5' 7"	WGT 180	HAIR Grey	EYES Brown	PHONE
UCR 9041 (Applicant File) - 0 count(s)				TYPE Other		RELATED EVENT #

INVOLVED VEHICLES

VEH/PLATE #	STATE IL	TYPE	INVOLVEMENT Involved	VIN #
YEAR 1999	MAKE	MODEL (unknown)	COLOR	COMMENTS

NARRATIVES

PRIMARY NARRATIVE

In Summary:

Ignacio Morales resides at 6915 W 29th Place Berwyn, IL 60402 and suffers from _____ which limits his mobility. Mr Morales is requesting handicapped signs placed in front of his residence because on street parking is limited. Mr Morales related that he lives with his daughter and son-in-law at the above address. Mr Morales related that his daughter parks her vehicle in the garage. Mr Morales related that he has difficulty walking to the garage and that the side drive is narrow and he has difficulty parking in the driveway. Mr Morales related that his son-in-law parks in the driveway so Mr morales can park his vehicle in front of the residence where he can access the vehicle safely. Mr Morales walks with the assistance of a cane and drives on a daily basis.

Mr Morales meets the state requirements for being handicapped and also meets some of the City requirements for being handicapped.

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

Nothing further to report.

REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #
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Berwyn Police Department

Michael A. O'Connor
Mayor



IGNACIO MORALES
MR# 2560363

Debi Suchy
City Collector

10/14/08
[Signature]

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www.berwyn-il.gov

CITY OF BERWYN – AFFIDAVIT FOR HANDICAP SIGN

PLEASE PRINT

Ignacio Morales (Name of Handicapped Person) 6915 W 29 PL (Address of Handicapped Person)
IGNACIO MORALES (Name of Applicant) _____ (Phone Number of Handicapped Person)

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

[Signature] (Signature of Applicant) 10/08/08 (Date)

PHYSICIANS STATEMENT
PLEASE PRINT NATURE OF PATIENT'S HANDICAP

I, HEREBY CERTIFY THAT THE PHYSICAL CONDITION OF THE ABOVE NAMED "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR. 1-159.1 (Physically Handicapped Person – Every person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof, or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair).

11/16/08 9:33-9640

_____ (Print – Name of Physician) _____ (Print – Address of Physician)

_____ (Signature of Physician) _____ (Physicians Phone #) _____ (Date)

Handicapped State Plate # _____ Vehicle Tag # 27 865 Year 08/09
Regular State Plate # _____ Handicap State Card # AE 01388

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

Michael A. O'Connor
Mayor

K-A



Michael Phelan
Sixth Ward Alderman
(708) 749-4342
6thward@Berwyn-il.gov

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January 12, 2009

Honorable Mayor Michael A. O'Connor and
Members of the Berwyn City Council

RE: Handicap Sign No. 590
Cindy Caputo – 1929 S. East Avenue

Mayor and Members of the City Council,

At this time I would like to over turn the recommendations of the investigating officer,
and Approve the attached Handicap application request.

Sincerely,

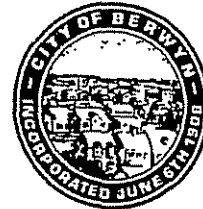
Michael Phelan
6th Ward Alderman



We Serve and Protect

BERWYN POLICE DEPARTMENT

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
Fax (708) 795-5627 Emergency 9-1-1



**TO: HONORABLE MAYOR MICHAEL A. O'CONNOR AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORINANCE DIVISION**

DATE: January 8, 2009

RE: HANDICAPPED SIGN FOR: Cindy Caputo # 590

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

1929 S. East Avenue

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Phelan

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor
and Members of City Council

From: Berwyn Police Department
Local Ordinance Division

Date: 01-07-2009

Application #: 590

CITY OF BERWYN
CLERK'S OFFICE
2009 JAN - 8 A 10: 19

Name of Applicant: Cindy Caputo

Address: 1929 S East Ave Berwyn, IL 60402

Telephone:

Nature of Disability: s

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Owner's Support Letter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	<input type="checkbox"/>	<input type="checkbox"/>
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	<input type="checkbox"/>	<input type="checkbox"/>
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	<input type="checkbox"/>	<input type="checkbox"/>
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	<input type="checkbox"/>	<input type="checkbox"/>
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 09-00302		

Recommendation: APPROVE DENY Reporting Officer: M. Schwanderlik #252

Comments:

Alderman:

Ward:

Berwyn Police Department

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

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Other Public Service	INCIDENT # 09-00302
REPORT TYPE Incident Report	RELATED CAD # C09-001123	DOT #	HOW RECEIVED Telephone
WHEN REPORTED 01/07/2009 13:01	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1929 S EAST AV BERWYN, IL 60402		
TIME OF OCCURRENCE 01/07/2009 13:01	STATUS CODE		STATUS DATE

INVOLVED ENTITIES

NAME CAPUTO, CINDY M		DOB	AGE	ADDRESS 1929 S EAST AV BERWYN, IL 60402		
SEX F	RACE	HGT 5' 1"	WGT 175	HAIR Blonde	EYES Blue	PHONE
UCR 9041 (Applicant File) - 0 count(s)				TYPE Other		RELATED EVENT #

NARRATIVES

PRIMARY NARRATIVE

In Summary:

A/o met with Dee Caputo Tx () at the Berwyn Police Department. Mrs Caputo was checking on the status of a handicapped application that she submitted on behalf of her sister Cindy Caputo. Dee Caputo related that her sister does not drive and does not own a vehicle. Dee Caputo related that she resides out of town and that either her or her brother who also resides out of town pick Cindy up when she needs to go somewhere. Dee Caputo wanted the handicapped signs placed in front of her sisters residence so they had a place to park when they came into town to pick up Cindy. Dee Caputo was advised that Cindy does not meet the City of Berwyn requirements for handicapped signs and that a space could not be reserved for a family member that resides out of town. Mrs Caputo related that she understood the requirements as they were explained to her and she left the Berwyn Police Station.

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

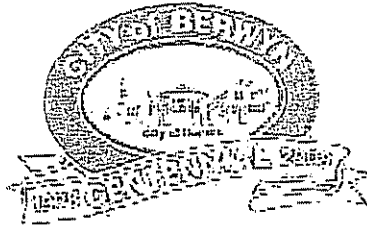
Nothing further to report at this time.

REPORTING OFFICER SCHWANDERLIK, MARK	STAR # 252	REVIEWER	STAR #
---	---------------	----------	--------

Incident#: 09-00302

Berwyn Police Department

Michael A. O'Connor
Mayor



Debi Suchy
City Collector

New App.
10-29-08
MKD

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www.berwyn-il.gov

CITY OF BERWYN - AFFIDAVIT FOR HANDICAP SIGN

09-302

PLEASE PRINT

CINDY CAPUTO
(Name of Handicapped Person)

1929 EAST AVE
(Address of Handicapped Person)

CINDY CAPUTO
(Name of Applicant)

(Phone Number of Handicapped Person)

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

x Cindy M. Caputo
(Signature of Applicant)

10-3-08
(Date)

PHYSICIANS STATEMENT
PLEASE PRINT NATURE OF PATIENT'S HANDICAP

I, HEREBY CERTIFY THAT THE PHYSICAL CONDITION OF THE ABOVE NAMED "HANDICAPPED PERSON" CONSTITUTES HIM/HER A HANDICAPPED PERSON AS DEFINED UNDER THE STATUTORY PROVISION PAR. 1-159.1 (Physically Handicapped Person - Every person who has permanently lost the use of a leg or both legs or an arm or both arms or any combination thereof, or any person who is so severely disabled as to be unable to move without the aid of crutches or a wheelchair).

(Print - Name of Physician)

(Print - Address of Physician)

(Signature of Physician)

(Physicians Phone #)

(Date)

Handicapped State Plate # _____

Vehicle Tag # _____ Year _____

Regular State Plate # DOES NOT OWN
VEHICLE

Handicap State Card # TU 37742

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

Michael A. O'Connor
Mayor

K.S.



Robert Lovero
Seventh Ward Alderman
(708) 788-1885
7thWard@Berwyn-IL.Gov

A Century of Progress with Pride

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www.berwyn-il.gov

Seventh Ward Alderman
Robert J. Lovero
(708) 788-1885

January 12, 2009

Mayor Michael O'Connor
Members of City Council
6700 West 26th Street
Berwyn, IL 60402-0701

Re: Handicap Sign Request #589
Maria Miranda -1628 S. Grove Ave.

Dear Members:

I hereby concur with the investigating officer's recommendation in the attached Handicap Application to **Approve** the request.

Respectfully,

Robert J. Lovero
7th Ward Alderman

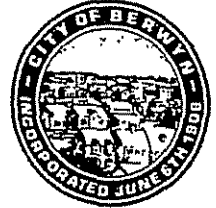
RJL:lld



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BERWYN POLICE DEPARTMENT

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
Fax (708) 795-5627 Emergency 9-1-1



**TO: HONORABLE MAYOR MICHAEL A. O'CONNOR AND
MEMBERS OF THE BERWYN CITY COUNCIL**

**FROM: BERWYN POLICE DEPARTMENT
LOCAL ORINANCE DIVISION**

DATE: January 8, 2009

RE: HANDICAPPED SIGN FOR: Maria Miranda # 589

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

1628 S. Grove Ave.

PLEASE REVIEW THE ATTACHED PAPERWORK AND ADVISE.

cc: ALDERMAN Robert Lovero

Berwyn Police Department

6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
(Fax) 795-5627 Emergency 9-1-1

HANDICAPPED PARKING SIGN REQUEST & REPORT

To: Mayor Michael O'Connor
and Members of City Council

From: Berwyn Police Department
Local Ordinance Division

Date: 01-07-09

Application #: 589

Name of Applicant: Maria Miranda

Address: 1628 S. Grove

Telephone:

Nature of Disability:

2009 JAN - 8 A 10: 18
CITY OF BERWYN
CLERK'S OFFICE

Information	YES	NO	Information	YES	NO
Doctor's Note/Affidavit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interviewed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Owner's Support Letter:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap Plates:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wheelchair:	—	
Driveway:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walker:	—	
Off Street:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cane:	—	
On Street:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oxygen:	—	
Meets Requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Report Number: 589		

Recommendation: APPROVE DENY Reporting Officer: M. Schwanderlik #252

Comments:

Berwyn Police Department

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

STATION COMPLAINT UCR 9041 (Applicant File)		DESCRIPTION Applicant File	INCIDENT # 09-00300
REPORT TYPE Incident Report	RELATED CAD # C09-001120	DOT #	HOW RECEIVED Telephone
WHEN REPORTED 01/07/2009 12:59	LOCATION OF OFFENSE (HOUSE NO., STREET NAME) 1628 S GROVE AV BERWYN, IL 60402		
TIME OF OCCURRENCE 01/07/2009 12:59	STATUS CODE	STATUS DATE	

INVOLVED ENTITIES

NAME Miranda, Maria		DOB	AGE	ADDRESS 1628 S Grove AV Berwyn, IL 60402		
SEX F	RACE	HGT	WGT	HAIR	EYES	PHONE
UCR				TYPE Other	RELATED EVENT #	

NARRATIVES

PRIMARY NARRATIVE

In summary:

Maria Miranda resides with her son at 1628 S. Grove Ave Berwyn, IL 60402 and suffers from : which limits her mobility on a daily basis. Maria Miranda is requesting handicapped signs placed in front of said residence because on street is limited. Her Son and Daughter in-law have both vehicles parked in the garage on the property. There is no driveway. Maria Miranda and drives on a daily basis.

Maria Miranda meets the state requirements for being handicapped and also meets some of the City requirements for being handicapped.

For the above listed reasons, this officer feels that this application should be approved a this time.

REPORTING OFFICER DIAZ,, SERGIO R	STAR # 180	REVIEWER	STAR #
--------------------------------------	---------------	----------	--------

Incident#: 09-00300

Berwyn Police Department



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BERWYN POLICE DEPARTMENT



6401 West 31st Street
Berwyn, Illinois 60402-0733
Phone (708) 795-5600
Fax (708) 795-5627 Emergency 9-1-1

HANDICAPPED PARKING INTERVIEW FORM

Applicant Name: MARIA MIRANDA

Applicant Address: 1628 S. GROVE

Applicant Phone #: _____

Applicant D/L #: _____ D.O.B. 4/10/47

Vehicle Make: _____

Vehicle Color: _____

License Plate #: _____

Handicapped Placard #: AB44009

Does Applicant Use:

Wheelchair _____ Walker _____ Cane _____ Oxygen _____

Parking Availability:

Driveway NO Garage YES On Street YES Off Street NO

Notes: FIRE HYDRANT / LIMITED PARKING / LIVES WITH SON / USES GARAGE FOR STORAGE / NO DRIVEWAY / SON & DAUGHTER IN LAW USE GARAGE.

APPLICANT INTERVIEW

Date: <u>1/7/09</u>	Time: <u>12:19 AM</u>	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____
Date: _____	Time: _____	Results: _____

#09-00300

Completion Date: 01-07-09

Application Number:

589

Logged in Book: 01-07-09

K-6

SOUTH BERWYN EDUCATION FOUNDATION
3401 S. Gunderson
Berwyn, Illinois 60402

Dear Mayor O'Connor and Berwyn City Council Members,

The South Berwyn Education Foundation would like permission to hold the 3rd Annual Kelly Miller Circus at Janura Park on September 10, 2009. The foundation has just received this date from the circus and we would like to book it at this time. We enjoy sponsoring this real live circus and bringing this wonderful show to our Berwyn families.

As before, we will hold two performances, one at 4:30 pm and the second at 7:30 pm.

Thank you in advance for your consideration in approving this event. We appreciate the continued cooperation of the City of Berwyn and its services.

Sincerely,



Dan Lane, President, South Berwyn Education Foundation

January 21, 2009