

In person meetings have resumed. The City mask mandate has been lifted. Cook County Public Health (CCDPH) recommends anyone who is immunocompromised or has a family member who is immunocompromised should continue to mask up. The CCDPH also advises people wear masks in crowded settings, especially if you are recovering from any type of infection. If you feel ill or have symptoms, please stay home.

PUBLIC PARTICIPATION: PLEASE READ

The Mayor and City Council welcome your in-person attendance at all public meetings as scheduled. The City of Berwyn continues to live stream the Regular City Council meetings on its YouTube page. You may address the City Council in-person during the Open Forum portion of the City Council's agenda. Written comments submitted to the City Clerk received prior to 2:00 p.m. on the day of the meeting will be provided to all elected officials.

A. Pledge of Allegiance and Moment of Silence

B. Open Forum:

C. Approval of Minutes:

1. Committee of the Whole and Regular City Council Minutes of December 13, 2022

D. Bid Openings: Nothing submitted.

E. Berwyn Township, Berwyn Health District, Berwyn Development Corporation:

1. BDC Director Hulseberg: Commercial Loan Program-Renewal of Line of Credit Application with Fifth Third Bank.
2. BDC Economic Development Commission: **A RESOLUTION Supporting a Class 7C Real Estate Tax Assessment Application for Commercial Facility Located at 6201 Ogden For the City of Berwyn, County of Cook, State of Illinois.**

F. Reports from the Mayor:

1. Presentation of Certificates of Appreciation for Volunteerism to (18) Junior State of America Morton West Chapter Members/Youth Leaders.
2. Appointment of Robert Pilch to the 9-1-1 Board Emergency Telephone System/3-year term.
3. Re-Appointment of Kris Coniglio and Thomas Hayes to the 9-1-1 Board Emergency Telephone System/3-year term.

G. Reports from the Clerk: Nothing submitted.

H. Zoning Boards of Appeals: Nothing submitted.

**I. Reports from the Aldermen, Committees, and Boards: **

1. F&P Commission: Next Eligible Probationary Firefighter/Paramedic is Sticker, Elizabeth Ann – Informational.
2. F&P Commission: Next Eligible Lieutenant is Brandon Keag – Informational.
3. F&P Commission: Next Eligible Lieutenant is Derek Mijares – Informational.

J. Reports from the Staff:

1. Fire Chief Hayes: Swearing in of Engineer Marc Agnello – Informational.
2. Fire Chief Hayes: Swearing in of Battalion Chief Michael Lyons – Informational.
3. Fire Chief Hayes: Swearing in of Division Chief Robert Pilch – Informational.
4. PW Dir Schiller: Recommendation to Award Bid for Removal of (2) Underground Storage Tanks to PTE \$44,660.00.

K. Consent Agenda:

1. Payroll: 12/21/22 - \$1,433,842.88 – Informational.
2. Payables: 12/15/22 to 12/28/22 in the amount of \$1,308,082.89 - Informational.
3. Finance Dir.: Nothing submitted.

Committee / Ward Announcements

Adjournment


Margaret Paul, City Clerk

No. of Items: 16



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C-1

Minutes of the Berwyn City Council
Committee of the Whole Meeting Held December 13, 2022

Mayor Lovero called the Committee of the Whole to Order at 6:30 pm. Clerk Paul called the roll. The following Alderpeople were present: Lennon, Woywod, Leja, Fejt, Ruiz, Arenella, and Carmichael. Ald. Lennon made the motion, seconded by Ald. Ruiz, to excuse Ald. Pabon. The motion carried by a unanimous voice vote. Mayor Lovero asked for a motion to go into closed session for the purpose of discussing pending litigation. Ald. Ruiz made the motion, seconded by Ald. Fejt, to enter a closed session. The motion carried by a unanimous voice vote.

The council entered the closed session at 6:33 p.m. in the second floor conference room. When the business of the closed session concluded, Mayor Lovero asked for a motion to return to the open Committee of the Whole and temporarily recess until 7:00 p.m. Ald. Lennon made the motion to end the closed session. The motion carried by a unanimous voice vote. Ald. Lennon made the motion, seconded by Ald. Leja, to recess the Committee of the Whole until 7:00 p.m. The motion carried by a unanimous voice vote.

Mayor Lovero called the Committee of the Whole back into session at 7:00 p.m. Clerk Paul called the roll. The following Alderpeople answered present: Lennon, Woywod, Leja, Fejt, Pabon, Ruiz, Arenella, and Carmichael.

Mayor Lovero recognized Business Licensing Manager Anthony Perri. Mayor Lovero introduced the topic of Sale and Delivery of "To Go" mixed drinks and cocktails. He distributed an Illinois Liquor Control Commission FAQ sheet along with copies of Illinois Public Act 235 ILCS/6-28.8 for discussion purposes. Mr. Perri advised the committee that local businesses with liquor licenses have contacted him about Berwyn's liquor ordinance and compliance with the "To Go" rules.

Mayor Lover asked the Alderpeople to consider the Act and assist in determining what rules with regard to it Berwyn should institute. Questions and discussion ensued. Mayor Lovero asked that Alderpeople contact him to provide some direction. He will work with the legal department to draft a proposed ordinance for review at a later time.

There being no further business before the committee, Ald. Leja made a motion, seconded by Ald. Lennon to adjourn the Committee of the Whole. The motion carried by a unanimous voice vote.

The Committee of the Whole meeting adjourned at 7:20 p.m.

Respectfully submitted,

Margaret Paul, City Clerk



COPY



C-1

The Berwyn City Council Minutes of the Regular Meeting of December 13, 2022

This meeting was live streamed and may be viewed at:

<https://www.youtube.com/user/CityOfBerwyn/videos?app=desktop>

Mayor Lovero called the Regular Meeting to Order at 8:00 p.m. Clerk Paul called the roll. The following Alderpeople responded present in chambers: Lennon, Woywod, Leja, Fejt, Ruiz, Pabon, Arenella, and Carmichael. Mayor Lovero asked all attendees to rise for the Pledge of Allegiance. A moment of silence was observed in memory of Robert F. Lux and in support of our First Responders.

Open Forum: Mayor Lovero opened the floor for Open Forum. No one in the audience asked to be recognized. Ald. Lennon announced that he would be hosting a Tax Appeal event with Berwyn Township Assessor Pareda on December 14th. There were no other announcements. Mayor Lovero concluded Open Forum.

Approval of Minutes:

C-1: Ald. Lennon made the motion, seconded by Ald. Fejt, to approve the November 22, 2022 Committee of the Whole and Regular Meeting Minutes as submitted. The motion carried by a unanimous voice vote.

Bid Openings: Nothing submitted for the agenda.

BDC, BPHD, and Berwyn Township Submission: Nothing submitted for the agenda.

Reports from the Mayor:

F-1: Ald. Lennon made the motion, seconded by Ald. Fejt, to accept the resignation of Library Board member Emily Diebold with gratitude for her service and concur in appointing Bridget Buckley to fill the remaining term ending November 10, 2023. The motion carried by a unanimous voice vote. Clerk Paul administered the Oath of Office to Ms. Buckley.

Reports from the Clerk: Nothing submitted for the agenda.

Reports from Zoning Board of Appeals: Nothing submitted for the agenda

Reports from Alderpeople, Committees, Boards:

I-1: Ald. Pabon made the motion, seconded by Ald. Carmichael, to refer a request for consideration of a city-wide Alley Clean-Up program to the Public Works, Parking, Trees, Traffic, and Streets Aldermanic Committee for discussion at their next called meeting. The motion carried by a unanimous voice vote.

I-2: Ald. Arenella made the motion, seconded by Ald. Ruiz, to accept the Administration Aldermanic Committee Minutes of 11/29/2022 as informational. The motion carried by a unanimous voice vote.

Reports from Staff:

J-1: Clerk Paul announced Police Chief Cimaglia's Outstanding Citizen Award to be bestowed on Bianca Mendez-Torres. Ald. Lennon made the motion, seconded by Ald. Leja, to accept the communication as informational and thank Ms. Bianca Mendez-Torres for her efforts leading to the arrest of a repeat criminal offender. The motion carried by a unanimous voice vote. Thereafter, Deputy Chief Papa presented the commendation to Ms. Mendez-Torres.

J-2: Clerk Paul announced Police Chief Cimaglia’s Police Officer Achievement Awards to Officers Ronald T. Pedecone and Ross Failla for achieving certification and recognition as Master Tactical Officers through the National Tactical Officers Association. Ald. Leja made the motion, seconded by Ald. Lennon to accept the communication as informational and congratulate the officers on their achievements. The motion carried by a unanimous voice vote. Thereafter, Deputy Chief Papa presented Certificates of Achievement to the officers.

J-3: Ald. Leja made the motion, seconded by Ald. Lennon, to approve Chief Cimaglia’s request to hire one Probationary Police Officer from the Lateral Eligibility Pool. The motion carried by a unanimous voice vote.

J-4: Ald. Leja made the motion, seconded by Ald. Lennon, to approve the contract with Zeigler Ford of North Riverside to replace the engine for the Animal Control vehicle for an amount not to exceed \$5,565.76. The motion carried by a unanimous roll call vote.

J-5: Ald. Leja made the motion, seconded by Ald. Lennon, to **adopt the Ordinance entitled: An Ordinance Amending Chapter 426 of the Codified Ordinances of Berwyn Regarding Vehicle Seizure and Impoundment for the City of Berwyn, County of Cook, State of Illinois** and direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage. The motion carried with Lennon, Woywod, Leja, Fejt, Ruiz, and Arenella voting AYE. Pabon and Carmichael voted NAY.

J-6: Ald. Leja made the motion, seconded by Ald. Lennon, to grant permission to Fire Chief Hayes to contact the Fire and Police Commission to recommend the hiring of the next five qualified candidates on the Firefighter/Paramedic Eligibility List due to the retirement of Carl Reina and Joseph Lotito and the promotion of Robert Pilch along with two unfilled vacancies. The motion carried by a unanimous voice vote.

J-7: Ald. Leja made the motion, seconded by Ald. Lennon, to grant permission to Fire Chief Hayes to contact the Fire and Police Commission to promote the next two qualified candidates on the Lieutenants Promotional Exam List. The motion carried by a unanimous voice vote.

J-8: Ald. Leja made the motion, seconded by Ald. Lennon, to approve the promotion of Kevin Cooper and Marc Agnello to the rank of Engineer as the next two qualified candidates on the Seniority List. The motion passed by a unanimous voice vote.

J-9: Ald. Leja made the motion, seconded by Ald. Lennon, to concur in Chief Hayes’ appointment of Michael Lyons to the position of Battalion Chief. The motion passed by a unanimous voice vote.

J-10: Ald. Leja made the motion, seconded by Ald. Lennon, to concur in Chief Hayes’ appointment of Robert Pilch to the position of Division Chief. The motion passed by a unanimous voice vote.

J-11: Ald. Ruiz made the motion, seconded by Ald. Arenella, to **adopt the Ordinance entitled: An Ordinance Amending Chapter 1048 of the Codified Ordinances of Berwyn Regarding the Imposition of Water and Sewer Rates for the City of Berwyn, County of Cook, State of Illinois**, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage. The motion carried with all Alderpeople voting AYE.

J-12: Ald. Lennon made the motion, seconded by Ald. Carmichael, to **adopt the Ordinance entitled: An Ordinance Levying Taxes for General Corporate and Special Purposes for the Tax Year 2022, Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023 for the City**

of Berwyn, Cook County, Illinois, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage. The motion carried with the following Alderpeople voting AYE: Lennon, Woywod, Leja, Fejt, Pabon, Ruiz, Arenella, and Carmichael. There were no Nays and no Abstentions.

J-13: Ald. Fejt made the motion, seconded by Ald. Lennon, to approve the renewal of the Excess Workers Compensation police with Safety National for a premium amount of \$170,638 with a SIR of \$1,000,000. The motion carried with all Alderpeople voting AYE.

J-14: Ald. Fejt made the motion, seconded by Ald. Lennon, to approve the renewal of the City's General Liability insurance policy with Princeton Excess and Surplus Lines Insurance Company at the \$10,000,000 limit, a SIR of \$1,000,000 and for a premium amount of \$300,258. The motion carried with all Alderpeople voting AYE.

Consent Agenda (Items K1 – K4): Ald. Lennon made a motion, seconded by Ald. Leja, to approve the Consent Agenda as submitted. The motion passed by a unanimous voice vote.

Aldermanic Committee / Ward Meetings: There were no meetings announced.

There being no further business before the City Council, Ald. Carmichael made the motion, seconded by Ald. Arenella, to adjourn the meeting. The motion carried by a unanimous voice vote. The meeting adjourned at 8:20 p.m.

Respectfully submitted by,


Margaret Paul, City Clerk



E-1

December 19, 2022

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

Re: Commercial Loan Program – Renewal of Line of Credit Application with Fifth Third Bank

Dear Mayor and City Council,

The commercial loan program is set-up by local Ordinance and has seven financial institutions in the program for a total pool of \$4.2M in funds plus the local fund which currently has assets totaling \$780K. The BDC administers and monitors the loan program on behalf of the City. As part of the BDC responsibilities, staff has worked on the renewal with Fifth Third Bank. The BDC has reviewed the loan program in order to create appropriate documentation under the same terms in parity with the other six participating banks in the commercial loan program.

With review and approval of the respective documentation, the BDC is now recommending approval of the note so the Mayor and BDC can execute the documentation with Fifth Third Bank for their continuation in the Berwyn Commercial Loan program.

Respectfully submitted for your consideration,

A handwritten signature in blue ink that reads "David A. Hulseberg". The signature is written in a cursive style with a large, looped final letter.

David Hulseberg,
Executive Director

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Corporation: THE BERWYN DEVELOPMENT CORPORATION
3322 S. Oak Park Ave., Ste. FL 2
Berwyn, IL 60402

Lender: Fifth Third Bank, National Association
a federally chartered institution
222 South Riverside Plaza
Chicago, IL 60606

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is THE BERWYN DEVELOPMENT CORPORATION ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 3322 S. Oak Park Ave., Ste. FL 2, Berwyn, IL 60402. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on **December 5, 2022**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person is an officer of THE BERWYN DEVELOPMENT CORPORATION:

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

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

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

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

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

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

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

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Corporation, as the officer may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

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

NOTICES TO LENDER. The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

DESIGNATIONS BY AUTHORIZED PERSONS. Any of the authorized persons listed above may designate to the Lender in writing from time to time persons permitted to undertake or initiate the transactions contemplated herein.

CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL

Loan No: 0900130246-18

(Continued)

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

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

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

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

I have read all the provisions of this Resolution, and I personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated December 5, 2022.

CERTIFIED TO AND ATTESTED BY:

x 

Robert J. Lovero, Mayor of the City of Berwyn of
THE BERWYN DEVELOPMENT CORPORATION

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



FIFTH THIRD BANK

BUSINESS LOAN AGREEMENT

Borrower: THE BERWYN DEVELOPMENT CORPORATION
3322 S. Oak Park Ave., Ste. FL 2
Berwyn, IL 60402

Lender: Fifth Third Bank, National Association
a federally chartered institution
222 South Riverside Plaza
Chicago, IL 60606

THIS BUSINESS LOAN AGREEMENT dated December 5, 2022, is made and executed between THE BERWYN DEVELOPMENT CORPORATION ("Borrower") and Fifth Third Bank, National Association ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) In granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of December 5, 2022, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

LINE OF CREDIT. The Indebtedness includes a revolving line of credit.

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

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

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

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

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

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

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

Organization. Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 3322 S. Oak Park Ave., Ste. FL 2, Berwyn, IL 60402. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

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

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

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

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

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

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During

**BUSINESS LOAN AGREEMENT
(Continued)**

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

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

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

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

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

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

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

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

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than 210 days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

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

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

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

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

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

<u>Name of Guarantor</u>	<u>Amount</u>
The City of Berwyn	Unlimited

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

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

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments,

BUSINESS LOAN AGREEMENT
(Continued)

taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP or an OCBOA acceptable to Lender.

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

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

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

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

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

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

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

Costs. In addition to any costs, expenses or fees for which Borrower has agreed to pay to Lender under the Attorneys' Fees; Expenses section of this Agreement, Borrower shall reimburse Lender for any and all fees, costs and expenses including, without limitation, reasonable attorneys' fees, and paralegal fees incurred in connection with litigation, mediation, arbitration, other alternate dispute processes, administrative proceedings and appeals of all of the same, other professionals' fees, appraisal fees, environmental assessment fees (including Phase I and Phase II assessments), field exam audits, expert fees, court costs, litigation, documentary stamp taxes, if any, intangible taxes, if any, and other expenses (collectively, the "Costs") incurred or paid by Lender or any of its officers, employees or agents in connection with: (a) the preparation, negotiation, procurement, review, administration or enforcement of this Agreement and the Related Documents or any Instrument, agreement, document, policy, consent, waiver, subordination, release of lien, termination statement, satisfaction of mortgage, financing statement or other lien search, recording or filing related thereto (or any amendment, modification or extension to, or any replacement or substitution for, any of the foregoing), whether or not any particular portion of the transactions contemplated during such negotiations is ultimately consummated, and (b) the defense, preservation and protection of Lender's rights and remedies thereunder, including without limitation, its security interest in the Collateral or any other property pledged to secure the Loans, whether incurred in bankruptcy, insolvency, foreclosure or other litigation or proceedings or otherwise. The Costs shall be due and payable upon demand by Lender. If Borrower fails to pay the Costs when upon such demand, Lender is entitled to disburse such sums as Indebtedness. Thereafter, the Costs shall bear interest from the date incurred or disbursed at the highest rate set forth in this Agreement and the Related Documents. This provision shall survive the termination of this Agreement and the Related Documents and/or the repayment of any amounts due or the performance of any indebtedness.

Depository/Banking Services. Lender shall be the principal depository in which substantially all of Borrower's funds are deposited, and the principal bank of account of Borrower, as long as any Indebtedness are outstanding, and Borrower shall grant Lender the first and last opportunity to provide any corporate banking services required by Borrower and its affiliates.

RECOVERY OF ADDITIONAL COSTS. If the imposition of or any change in any law, rule, regulation, guideline, or generally accepted accounting principle, or the interpretation or application of any thereof by any court, administrative or governmental authority, or standard-setting organization (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or

BUSINESS LOAN AGREEMENT (Continued)

paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts receivable, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

**BUSINESS LOAN AGREEMENT
(Continued)**

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Right to Cure Definition. For purposes of the Right to Cure provision in this Agreement, "default on Indebtedness" means a default on payment of the Indebtedness, whether such payment is required under this Agreement or any other Related Document.

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

AMENDED AND RESTATED AGREEMENT. This Agreement amends and restates in its entirety that certain Business Loan Agreement dated as of December 5, 2017 between Borrower and Lender, as amended from time to time.

SUCCESSOR IN INTEREST. MB Financial Bank, N.A. merged with and into Fifth Third Bank, National Association (formerly known as Fifth Third Bank) (hereafter, "Fifth Third") on May 3, 2019 with Fifth Third as the surviving bank. As a result of such merger, Fifth Third became the successor in interest to all rights and obligations of MB Financial Bank, N.A. as Lender for all purposes hereof.

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

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

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

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

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

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

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

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

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

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

of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

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

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

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

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

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

Assignment. Borrower agrees that Lender may assign some or all of its rights and remedies described in related documents without notice to, or prior consent from, the Borrower.

Prepayments. Borrower shall not voluntarily prepay any indebtedness owing by Borrower prior to the stated maturity date thereof other than (i) the Indebtedness and (ii) indebtedness to trade creditors where the prepayment shall result in a discount on the amount due.

Transactions with Affiliates. Borrower shall not (a) directly or indirectly issue any guarantee for the benefit of any of its Affiliates, (b) directly or indirectly make any loans or advances to, or investments in, any of its Affiliates, (c) enter into any transaction with any of its Affiliates, other than transactions entered into in the ordinary course of business upon fair and commercially reasonable terms determined by Lender to be no less favorable to Borrower than could be obtained in a comparable arms-length transaction with an unaffiliated person, or (d) divert (or permit anyone to divert) any of its business opportunities to any Affiliate or any other corporate or business entity in which Borrower or its equity holders holds a direct or indirect interest.

Definition of Affiliate. "Affiliate" means, as to Borrower, any person or entity which, directly or indirectly, is in control of, is controlled by or is under common control with, Borrower.

Definitions for Right of Setoff "Debt" and "Indebtedness". For purposes of any Right of Setoff provision in this Agreement or any Related Document, the terms "debt" and "indebtedness" contained in such Right of Setoff provision shall mean "Indebtedness".

Definition for "Rate Management Obligations". The words "Rate Management Obligations" mean any and all obligations of Borrower to Lender or any affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Agreement.

Definition for "Rate Management Agreement". The words "Rate Management Agreement" mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, without limitation, any transaction, device, agreement or arrangement (i) that is or is the functional equivalent of a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, or any combination of these transactions, which transactions may be evidenced by an ISDA Master Agreement between Borrower and Lender or any affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

"Business Day" for LIBOR and Rate Management. Notwithstanding any other definition provided herein, the words "Business Day" mean: (i) a day on which commercial banks in New York, New York or Cincinnati, Ohio are required by law to be open for business; (ii) with respect to all notices and determinations in connection with a LIBOR Rate (for Loans in which the index or interest rate structure of a Note references a LIBOR rate), any day (other than a Saturday or Sunday) on which commercial banks are open in London, England, New York, New York, and Cincinnati, Ohio for dealings in deposits in the London Interbank Market; and (iii) notwithstanding anything to the contrary herein, at any time during which a Rate Management Agreement with Lender is then in effect with respect to all or a portion of a Note, then the definitions of "Business Day" and "Banking Day", as applicable, pursuant to such Rate Management Agreement shall govern with respect to all applicable notices and determinations in connection with such portion of the Note subject to such Rate Management Agreement. Periods of days referred to in this Agreement will be counted in calendar days unless Business Days are expressly prescribed.

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

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line

of credit or multiple advance basis under the terms and conditions of this Agreement.

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

Borrower. The word "Borrower" means THE BERWYN DEVELOPMENT CORPORATION and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

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

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

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

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

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

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

Indebtedness. The word "Indebtedness" means any and all debts, liabilities and obligations of any nature or form owed by Borrower to Lender, its affiliates or both and any and all indebtedness owed by Grantor to Lender, its affiliates or both, including, but not limited to, the following: (i) any indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower or Grantor, whether jointly or severally, are responsible under this Agreement or under any of the Related Documents; (ii) all other obligations, debts and liabilities of Grantor and Borrower, whether jointly or severally, to Lender or an affiliate of Lender, or any one or more of them, as well as all claims by Lender or any affiliate of Lender, against Grantor or Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to this Agreement or the Related Documents, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor or Borrower may be liable individually or jointly with others, whether obligated as a guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become unenforceable; and (iii) any and all Rate Management Obligations.

Lender. The word "Lender" means Fifth Third Bank, National Association, its successors and assigns.

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

Note. The word "Note" means that certain Promissory Note dated December 5, 2022, in the original principal amount of \$600,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note.

OCBOA. The term "OCBOA" means Other Comprehensive Basis of Accounting, as designated by Lender in writing as an acceptable alternative to GAAP.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

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

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

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

**BUSINESS LOAN AGREEMENT
(Continued)**

contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED DECEMBER 5, 2022.

BORROWER:

THE BERWYN DEVELOPMENT CORPORATION

By: 
Robert J. Lovero, Mayor of the City of Berwyn of
THE BERWYN DEVELOPMENT CORPORATION

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: _____
Authorized Signer



FIFTH THIRD BANK

PROMISSORY NOTE

Borrower: THE BERWYN DEVELOPMENT CORPORATION
3322 S. Oak Park Ave., Ste. FL 2
Berwyn, IL 60402

Lender: Fifth Third Bank, National Association
a federally chartered institution
222 South Riverside Plaza
Chicago, IL 60606

Principal Amount: \$600,000.00

Date of Note: December 5, 2022

PROMISE TO PAY. THE BERWYN DEVELOPMENT CORPORATION ("Borrower") promises to pay to Fifth Third Bank, National Association ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Hundred Thousand & 00/100 Dollars (\$600,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on December 5, 2025. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 5, 2023, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied to the following: first to past due accrued interest, then to past due principal, then to past due escrow, then to current accrued interest, then to current principal, then to current escrow, then to fees and Lender's unpaid expenses (including collection costs), charges and advanced costs; however, Borrower agrees that Lender may apply payments in a different order in Lender's reasonable discretion, including, without limitation, after a default by Borrower in Borrower's obligation to pay this loan in full immediately upon Lender's demand.

PARTIAL PAYMENT. Lender's acceptance of a partial payment shall not constitute a waiver of Lender's right to receive or demand the entire amount due.

DEFINITIONS. Capitalized terms used herein without other definition that are not otherwise defined herein shall have the meanings set forth in the Business Loan Agreement (or, if applicable, the Construction Loan Agreement) between Borrower and Lender.

AUTO BILLPAYER. Principal and interest payments shall be initiated by Lender in accordance with the terms of this Note from Borrower's account through Auto BillPayer. Borrower hereby authorizes Lender to initiate such payments from Borrower's account located at Fifth Third Bank, National Association, routing number 071001533 account number 005663700. Borrower acknowledges and agrees that use of Auto BillPayer shall be governed by the Auto BillPayer Terms and Conditions, a copy of which Borrower acknowledges receipt. Borrower further acknowledges and agrees to maintain payments hereunder through Auto BillPayer throughout the term of this Note.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the floating rate of interest established from time to time by Fifth Third Bank, National Association at its principal office as its "Prime Rate" (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 0.750 percentage points under the Index (the "Margin"). If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, or that the Index will not adequately and fairly reflect the cost to Lender of making or maintaining advances under the Note, during the term of this Note (whether any of the aforementioned circumstances are temporary, indefinite or permanent), or that another benchmark interest rate has become widely recognized in the market to replace the Index, Lender may amend this Note by designating a substitute index. Lender may also amend and add a positive or negative margin (percentage added to or subtracted from the substitute index value) and make other related amendments to the terms of this Note as part of the rate replacement. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is to be replaced. Such an amendment to the terms of this Note will become effective and bind Borrower on the date set forth in the written notice Lender gives to Borrower without any action or consent of Borrower. NOTICE: Under no circumstances will the interest rate on this Note be less than 0.000% per annum or more than the maximum rate allowed by applicable law.

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

INDEX RATE MINIMUM. Notwithstanding anything to the contrary in this Note, if at any time, the index (or any substitute index hereunder) is determined to be less than 3.00%, then the index (or such substitute index) shall be deemed to be 3.00%; provided, that, in no event shall the interest rate on this Note be more than the maximum rate allowed by applicable law.

RECEIPT OF PAYMENTS. All payments must be made in U.S. dollars and must be received by Lender at:

Fifth Third Bank, National Association
ATTN: Loan Payments
P.O. BOX 630337
CINCINNATI, OH 45263-0337

All payments must be received by Lender consistent with any written payment instructions provided by Lender.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Fifth Third Bank, National Association, ATTN: Loan Payments, P.O. BOX 630337 Cincinnati, OH 45263.

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

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by

**PROMISSORY NOTE
(Continued)**

Loan No: 0900130246-18

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adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

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

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

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

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

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

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

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

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

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

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

WAIVER OF BORROWER. Each of Borrower, including, but not limited to, all co-makers and accommodation makers of this Note, hereby waives all suretyship defenses, including, but not limited to, all defenses based upon impairment of collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code (the "UCC").

COMPLIANCE WITH FEDERAL LAW. Borrower shall (a) ensure that Borrower, Guarantor or any related subsidiary is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loans to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply with and or cause each subsidiary to comply with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended. As required by federal law and Lender's policies and practices, Lender may need to obtain, verify and record certain customer identification information and documentation in connection with opening or maintaining accounts, or establishing or continuing to provide services.

SUCCESSOR IN INTEREST. MB Financial Bank, N.A. merged with and into Fifth Third Bank, National Association (formerly known as Fifth Third Bank) (hereafter, "Fifth Third") on May 3, 2019 with Fifth Third as the surviving bank. As a result of such merger, Fifth Third became the successor in interest to all rights and obligations of MB Financial Bank, N.A. as Lender for all purposes hereof.

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

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

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

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be

**PROMISSORY NOTE
(Continued)**

Loan No: 0900130246-18

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invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$50.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

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

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

PRIOR NOTE. This Note is issued, not as a payment toward, but as a continuation of, the obligations of Borrower to Lender pursuant to that certain note dated **December 5, 2017** in the principal amount of **\$600,000.00** (together with all prior amendments thereto or restatements thereof the "Prior Note"). Accordingly, this Note shall not be construed as a novation or extinguishment of, the obligations arising under the Prior Note, and its issuance shall not affect the priority of any security interest granted in connection with the Prior Note.

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

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

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

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

BORROWER:

THE BERWYN DEVELOPMENT CORPORATION

By:


Robert J. Lovero, Mayor of the City of Berwyn of
THE BERWYN DEVELOPMENT CORPORATION



FIFTH THIRD BANK

COMMERCIAL GUARANTY

Borrower: THE BERWYN DEVELOPMENT CORPORATION
3322 S. Oak Park Ave., Ste. FL 2
Berwyn, IL 60402

Lender: Fifth Third Bank, National Association
a federally chartered institution
222 South Riverside Plaza
Chicago, IL 60606

Guarantor: The City of Berwyn
3322 S. Oak Park Ave., Ste. FL 2
Berwyn, IL 60402

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

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated. However, "Indebtedness" shall not include any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" as defined in §1a(47) of the Commodity Exchange Act and providing this Guaranty would violate the Commodity Exchange Act (or the application or official interpretation thereof) because Guarantor is not an "eligible contract participant" as defined in §1(a)(18) of the Commodity Exchange Act.

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

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

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

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

**COMMERCIAL GUARANTY
(Continued)**

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without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

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

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

Annual Statements. As soon as available, but in no event later than 210 days after the end of each fiscal year, Guarantor's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, or other comprehensive basis of accounting acceptable to Lender and designated by Lender in writing, applied on a consistent basis, and certified by Guarantor as being true and correct.

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

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

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

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

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

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

**COMMERCIAL GUARANTY
(Continued)**

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under this Guaranty.

CONFESSION OF JUDGMENT. Guarantor hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Guarantor for the unpaid amount of this Guaranty as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Guaranty, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Guarantor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Guaranty have been paid in full. Guarantor hereby waives and releases any and all claims or causes of action which Guarantor might have against any attorney acting under the terms of authority which Guarantor has granted herein arising out of or connected with the confession of judgment hereunder.

DIVISIONS. Guarantor shall not permit any asset, right, interest, obligation or liability of Guarantor to become the asset, right, interest, obligation or liability of a different person or entity in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws), or become otherwise subject to a statutory division in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws).

AMENDED AND RESTATED GUARANTY. This Guaranty amends and restates in its entirety that certain Commercial Guaranty dated as of **December 5, 2017** executed by Guarantor for the benefit of Lender, as amended from time to time.

SUCCESSOR IN INTEREST. MB Financial Bank, N.A. merged with and into Fifth Third Bank, National Association (formerly known as Fifth Third Bank) (hereafter, "Fifth Third") on May 3, 2019 with Fifth Third as the surviving bank. As a result of such merger, Fifth Third became the successor in interest to all rights and obligations of MB Financial Bank, N.A. as Lender for all purposes hereof.

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

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

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

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

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

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

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

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

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

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

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

**COMMERCIAL GUARANTY
(Continued)**

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

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

Borrower. The word "Borrower" means THE BERWYN DEVELOPMENT CORPORATION and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation The City of Berwyn, and in each case, any signer's successors and assigns.

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

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

Lender. The word "Lender" means Fifth Third Bank, National Association, its successors and assigns.

Note. The word "Note" means that certain Promissory Note dated December 5, 2022, in the original principal amount of \$600,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note.

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

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED DECEMBER 5, 2022.

GUARANTOR:

THE CITY OF BERWYN

By: 

Robert J. Lovero, Mayor of the City of Berwyn of
The City of Berwyn



FIFTH THIRD BANK

DISBURSEMENT REQUEST AND AUTHORIZATION

Borrower: THE BERWYN DEVELOPMENT CORPORATION
3322 S. Oak Park Ave., Ste. FL 2
Berwyn, IL 60402

Lender: Fifth Third Bank, National Association
a federally chartered institution
222 South Riverside Plaza
Chicago, IL 60606

LOAN TYPE. This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Corporation for \$600,000.00 due on December 5, 2025. This is a secured renewal of the following described indebtedness: This Note is issued, not as a payment toward, but as a continuation of, the obligations of Borrower to Lender pursuant to that certain note dated December 5, 2017 in the principal amount of \$600,000.00 (together with all prior amendments thereto or restatements thereof the "Prior Note"). Accordingly, this Note shall not be construed as a novation or extinguishment of, the obligations arising under the Prior Note, and its issuance shall not affect the priority of any security interest granted in connection with the Prior Note.

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

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

SPECIFIC PURPOSE. The specific purpose of this loan is: To renew Revolving Line of Credit for 3-years.

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

Other Disbursements:	\$600,000.00
\$101,929.83 Renew Obligation (#0900130246-18)	
\$498,070.17 Funds undisbursed	

Note Principal:	\$600,000.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED DECEMBER 5, 2022.

BORROWER:

THE BERWYN DEVELOPMENT CORPORATION

By: 

Robert J. Lovero, Mayor of the City of Berwyn of
THE BERWYN DEVELOPMENT CORPORATION

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MEMORANDUM

TO: Mayor Lovero and City Council
CC: Ruth Siaba Green, City of Berwyn Administrator
FROM: BDC Economic Development Commission
DATE: December 27, 2022
SUBJECT: Class 7C Buddy Bear Car Wash, 6201 Ogden, PIN # 16-32-121-018



The Berwyn Development Corporation has received a request for a class 7c real estate tax incentive from the City of Berwyn for WSSS LLC and PIN 16-32-121-018 (018).

Background: WSSS LLC, the current owner of the property, submitted a revised request for a class 7c tax abatement back in June of 2022. The prior application was recommended denial by the Economic Development Commission and that denial was affirmed by the Berwyn City Council. This denial was based upon a lack of information provided by the petitioner.

The subject property consists of gas station/carwash facility operated by Buddy Bear Car Wash. Ownership invested \$4.2 million in developing the car wash, gas station and convenience store. The original plan was to demolish the existing gas station to construct a car wash only facility, but ownership was able to purchase the adjacent property from a non-profit that provided enough extra land to keep

the gas station. The gas station and convenience store continue to generate motor fuel tax and sales tax for the local area. The parcels purchased from the non-profit company were previously exempt and generated no real estate tax. These parcels are on the tax roll and contributing at the commercial rate with no abatements

The following attachments are provided:

Cover letter, Application, Persons Having Interest, LLC File detail Report, Berwyn Ordinance 17-05 approving original 7c

1. Resolution, page 4
2. Gas Sales, page 33
3. SDT-1, PST-2, Schedule-GT all for August 2021 (others going back to January 2020), page 34
4. SBA 504 Authorization, page 38
5. Berwyn Residents Employed, page 53
6. Gas Plus Profit and Loss, page 54
7. Estimated 504 Projection 2016-2021, page 55
8. PIN Projected Increase with 7c Falling off on PINs 010 – 018, page 56
9. WSSS LLC Rental Income/Expense Projections, page 57

While the car wash is profitable and the gas sales are somewhat profitable, the convenience store is having issues. This convenience store does satisfy some staple and convenience food needs for the immediate area and a reduction in property tax for the 018 PIN would benefit the profitability of that store. The nearest c-store on the north side of Ogden is 4200' and the closest store on the south side of Ogden is 1400'. There are no c-stores to the north or east. Closing the c-store at this location would have negative impacts on the community. Exhibit #8 demonstrates that without a 7c, the cash flow projections have a negative cash flow. As a result of these projections rent will need to be increased to cover the projected shortfall. If a 7c is granted to PIN 018, the cash flow projections demonstrate a negative cash flow after 3 years.

The 7c abatement to PIN 018 represents a potential savings to the applicant of \$182,702.39 over the next 5 years. The remaining PINs are projected to provide an increase of \$328,635 over the next 5 years. After expiration of the 7c, the property (PIN 010 – 018) is projected to contribute more than \$250,000 annually.

Pursuant to the 7c Eligibility Guidelines, the applicant may apply for a renewal on or after the third year of the Incentive, but before the expiration of the fifth year of the Incentive. A renewal application must be filed, along with a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located. The resolution or ordinance must expressly state that the municipality supports and consents to the renewal of the Class 7c incentive and that it has determined that use of the property is necessary and beneficial to the local economy.

Findings of Fact: On Thursday, December 15th, the Berwyn Development Corporation Economic Development Commission reviewed the updated 7c application and listened to the applicant's presentation.

During the meeting, the applicant explained that the convenience store carries staple products, including milk, paper goods, and snacks. Without it, there would be a gap in services for the surrounding neighborhood. The applicant also indicated a commitment to keeping the staple products in the convenience store, as well as potentially extending the hours so that the neighborhood continues to have access to essential products.

Recommendation: The Berwyn Development Corporation Economic Development Commission recommends to the Berwyn City Council to adopt the attached resolution, supporting a Class 7C real estate tax assessment application for commercial facility located at 6201 Ogden, PIN #16-32-121-018, for the City of Berwyn, State of Illinois.

The City Clerk will need to send a certified copy of the Ordinance to Buddy Bear upon approval of the City Council.

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION SUPPORTING A CLASS 7C REAL ESTATE TAX
ASSESSMENT APPLICATION FOR COMMERCIAL FACILITY LOCATED AT
6201 OGDEN FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF
ILLINOIS.**

Robert J. Lovero, Mayor
Margaret Paul, City Clerk

Scott Lennon
James Woywod
Richard E. Leja
Robert W. Fejt
Robert J. Pabon
Alicia M. Ruiz
Mary Beth Arenella
Joseph Carmichael
Aldersperson

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this ____ day
of _____, 2022.

RESOLUTION _____

A RESOLUTION SUPPORTING A CLASS 7C REAL ESTATE TAX ASSESSMENT APPLICATION FOR COMMERCIAL FACILITY LOCATED AT 6201 OGDEN FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the Mayor (the "Mayor") and the City Council (the "City Council" and with the Mayor, the "Corporate Authorities") have established rates for water and sewer usage (the "Regulations"); and

WHEREAS, the Cook County Board President and the Cook County Board of Commissioners have enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Classification Ordinance"), which provides for a tax assessment incentive classification designed to encourage commercial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned commercial buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, WSSS LLC (the "Applicant") is owner of a business known as Buddy Bear Car Wash on a parcel commonly known as 6201 Ogden Ave., Berwyn, Illinois (the "Property"). The Property Index Number of the parcel is 16-32-121-018-0000; and

WHEREAS, The subject property consists of gas station/carwash facility operated by Buddy Bear Car Wash. Ownership invested \$4.2 million in developing the car wash, gas station and convenience store. Ownership then purchased the adjacent property from a non-profit that provided enough extra land to keep the gas station. The gas station and convenience store continue to generate motor fuel tax and sales tax for the local area. The parcels purchased from the non-profit company were previously exempt and generated no real estate tax. These parcels are now on the tax roll and contributing at the commercial property tax base with no abatements; and

WHEREAS, while the car wash is profitable and the gas sales are somewhat profitable, the convenience store is having issues. This convenience store does satisfy some staple and convenience food needs for the immediate area and a reduction in property tax for the store would benefit the profitability of that store. The nearest convenience store on the north side of Ogden is 4200 feet away and the closest store on the south side of Ogden is 1400 feet away. There are no convenience stores to the north or east; and

WHEREAS, The 7c abatement to the store represents a potential savings in property taxes to the applicant of \$182,702.39 over the next 5 years. The remaining parcels are projected to provide an increase of \$328,635 in property taxes over the next 5 years. After expiration of the 7c, the property is projected to contribute more than \$250,000 in property taxes annually; and

WHEREAS, the Applicant has requested that the Corporate Authorities support and consent to the grant of the Cook County Class 7c Real Estate Tax Assessment Classification for the Property, as said term is defined in the Classification Ordinance (the "Class 7c"); and

WHEREAS, the Applicant is an important business entity to the City whose economic viability is dependent on the Class 7c Tax Assessment Classification; and

WHEREAS, the City supports and consents to the renewal of the Class 7c incentive and that it has determined that use of the property is necessary and beneficial to the local economy; and

WHEREAS, the Classification Ordinance requires the Corporate Authorities to adopt a resolution supporting and consenting to the incentive and the Applicant must file the resolution with his application with the County of Cook in order for the Property to receive a Class 7c Tax Assessment Classification; and

WHEREAS, to ensure the ongoing viability of the industrial base of the City, the continuation and expansion of employment opportunities in the City and to safeguard and further diversify the tax base of the City, the Corporate Authorities have determined that it is necessary and in the best interests of the City to approve the grant of the Class 7c Tax Assessment Classification for the Property;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City's home rule powers, as follows:

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

Section 2. The Amendment is hereby adopted. The Corporate Authorities hereby approve the amendments and the additions to the City Code, as described below.

Section 3. The officers, employees and/or agents of the City shall take all action necessary or reasonably required to carry out, give effect to Resolution and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the City are

specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the Resolution.

Section 4. All prior actions of the City's officials, employees and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 5. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 6. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7. This Resolution shall be in full force and effect upon passage, approval and publication or as otherwise provided by law. A full, true and complete copy of this Resolution shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this ___ day of ____, 2022, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Lennon				
Woywod				
Leja				
Fejt				
Pabon				
Ruiz				
Arenella				
Carmichael				
(Mayor Lovero)				
TOTAL				

APPROVED this ___ day of ____, 2022.

ATTEST:

Robert J. Lovero
MAYOR

Margaret Paul
CITY CLERK

EDMUND P. WANDERLING
ATTORNEY AT LAW

2505 S. DESPLAINES AVE
NORTH RIVERSIDE, IL 60546

P: 708.443.5400
F: 708.443.5500

LAW6447@ADL.COM

December 8, 2022

Berwyn Development Corporation
3322 S. Oak Park Avenue
Berwyn, IL 60402
Attn: David Hulseberg

RE: WSSS, LLC d/b/a
Buddy Bear Car Wash
6201 W. Ogden Avenue
Berwyn, IL 60402

Dear Mr. Hulseberg:

My office represents WSSS, LLC relative to its request to extend the 7C tax classification on the property at 6201-6323 W. Ogden Avenue. I understand you met with Phil DeGeratto and he did not provide you with sufficient information. The issue regarding the WSSS, LLC tax returns is the Berwyn location is one of twelve locations which operate under one umbrella. As such there is not a tax return covering just the Berwyn location.

I am providing our package which includes our summary with exhibits which includes P&Ls for 2020-2021 and 2022 through September. I have also included the sales tax returns which have sections related to the Berwyn location only for sales and use taxes.

I am also including their application for renewal of the 7C which I believe was procured in June of this year.

I would like to schedule a meeting as soon as possible after you have reviewed our submission. Should you need anything else or if you have any questions, please call me.

Very truly yours,



Edmund P. Wanderling

EPW:rp

LAW OFFICES
AMARI & LOCALLO

LEONARD F. AMARI
JOSEPH R. LOCALLO JR.
JOHN G. LOCALLO
ANTHONY M. FARAGE
FRANCO A. COLADIMITRO
KATHLEEN A. O'DELL
JOSEPH R. LOCALLO, III

VESNA MARUSIC
DANIEL R. LYNCH
VINCENT A. OPPEDESANO

734 NORTH WELLS STREET
CHICAGO, ILLINOIS 60654
TELEPHONE (312) 255-8550
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230 WEST LAKE STREET, SUITE 100
BLOOMINGDALE, ILLINOIS 60106
TELEPHONE (830) 307-3700
FACSIMILE (830) 307-3737

OF COUNSEL
RICHARD J. CALDARAZZO
MICHAEL V. JAVIA
BRYAN D. LYNCH
BRUNO J. TASSONE

June 14, 2022

Berwyn Development Corporation
c/o Mr. David Hulseberg
3322 S. Oak Park Ave
Berwyn, IL 60402

RE: Request for Renewal of Class 7c Real Estate Tax Incentive
Address: 6201-6323 Ogden
Parcels: 16-32-121-010 thru 018
Petitioner: WSSS LLC

Dear Mr. Hulseberg:

We are sending this letter on behalf of WSSS LLC, current owner the real estate located at 13201-6323 Ogden Ave, identified by Property Index numbers 16-32-121-010 thru 018.

We are requesting a Municipal Resolution from the City of Berwyn in support of a renewal of the class 7c real estate tax incentive.

The subject property consists of gas station / carwash facility operated by Buddy Bear Car Wash. Ownership invested \$4.2 million in developing the car wash, gas station and convenience store. The original plan was to demolish the existing gas station to construct a car wash only facility, but ownership was able to purchase the adjacent property from a non-profit that provided enough extra land to keep the gas station. The gas station and convenience store continue to generate motor fuel tax and sales tax for the local area. There are currently 15 employees at this location. The parcels purchased from the non-profit company were previously exempt and generated no real estate tax.

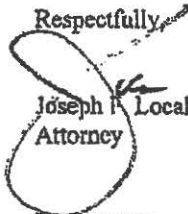
WSSS LLC also purchased parcel 16-32-121-024 located at 3309 Harvey Ave that was also exempt and generated no real estate tax. There are currently 10 employees that work in this neighboring property.

The 7c real estate tax incentive was intended to encourage commercial projects that would not be economically feasible without assistance. As demonstrated during the application process with the original 7c was granted, this redevelopment project was not possible without the 7c real estate tax incentive. The incentive allowed for development, created additional real estate tax revenue, brought in permanent jobs, construction jobs, created sales tax revenue and amongst other things, gave a boost to the local economy.

The incentive is now expiring and is eligible for renewal with local municipal support. If the incentive expires, the real estate taxes will increase significantly and will have a negative impact on the business operations. Ownership will be forced to consider moving the business to a new location. We have enclosed a real estate tax projection based on the incentive expiring.

Please let us know, as soon as possible, when this issue can be addressed at a City Board meeting. We thank you in advance for your cooperation and attention to these details. As always, please feel free to contact us with any questions or if more information is needed.

Respectfully,



Joseph P. Locallo, III
Attorney

Enclosures:

COOK COUNTY ASSESSOR
FRITZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6664
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B/7/8
RENEWAL APPLICATION

Control Number

7C0040

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

i. Identification of Applicant

Name: WSSS LLC Telephone: (708) 296-8920
Address: 3509 S. Harvey
City, State: Burr Ridge, IL Zip Code: 60422
Email Address: pseger@buddybearcc.com

Agent/Representative (if any)

Name: Joseph Locella Telephone: (774) 778-7935
Address: 734 N. Wells St.
City, State: Chicago, IL Zip Code: 60654
Email Address: jfilid@amari-locella.com

ii. Description of Subject Property

Street address: 6201-6323 Ogden Ave
City, State: Burr Ridge, IL Zip Code: 60002
Permanent Real Estate Index Number (s): 16-32-121-018 only

Township: LAUREL

III. Identification of Persons or Entities Having an Interest

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

IV. Property Use

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

V. Nature of Development

Indicate the nature of the original development receiving the Class 6B/7/8 designation

- New Construction
- Substantial Rehabilitation
- Occupation of Abandoned Property - No Special Circumstance
- Occupation of Abandoned Property - With Special Circumstance

VI. Employment

How many permanent full-time and part-time employees do you now employ?

On-Site: Full-time: $\frac{12}{3}$ Part-time: $\frac{2}{2}$ - carwash
In Cook County: Full-time: 60 Part-time: 40 - store

VII. Local Approval

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/7/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, Phillip DeGeratto the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Phillip DeGeratto
Signature

12/12/2020
Date

Phillip DeGeratto
Print Name

member
Title

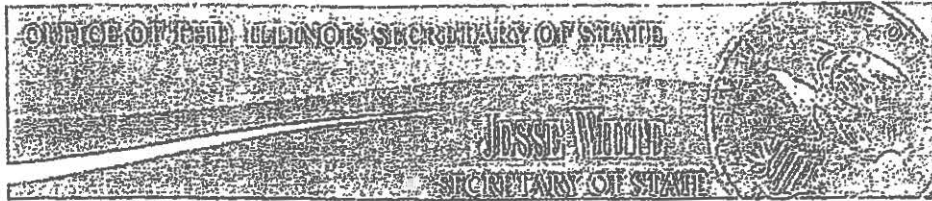
02102020

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Identification of Persons Having an Interest in the Property

The parcels will be purchased by WSSS, LLC. This LLC was created in October 2016, and the only member of the LLC is Mr. Phillip DeGerato.

We have enclosed an 'LLC File Detail Report' for WSSS, LLC from the Illinois Secretary of State's website.



LLC FILE DETAIL REPORT

File Number	05081891		
Entity Name	WSSS, LLC		
Status	ACTIVE	On	10/13/2016
Entity Type	LLC	Type of LLC	Domestic
File Date	10/13/2016	Jurisdiction	IL
Agent Name	PAUL T. JULIAN	Agent Change Date	10/13/2016
Agent Street Address	8417 WIROQUDIS RD	Principal Office	3940 W. WASHINGTON BLVD CHICAGO, IL 606240000
Agent City	PALOS PARK	Management Type	MBR View
Agent Zip	60464	Duration	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)
(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)

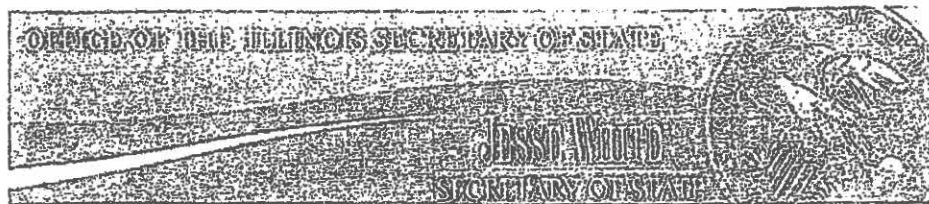
[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office Address](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

12/8/2016



LLC MEMBERS

Entity Name	WSSB, LLC	File Number	05981891
Name	Address		
DEGERATTO, PHILIP J.	3940 W. WASHINGTON BLVD., CHICAGO, IL - 60624		

[Close](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

12/8/2016

CITY OF BERWYN
ORDINANCE NO. 17-05

ADOPTED BY THE CITY COUNCIL
OF THE
CITY OF BERWYN

THIS 15th DAY OF MARCH, 2017

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL OF THE CITY OF
BERWYN, COOK COUNTY, ILLINOIS, THIS 14th DAY OF MARCH, 2017

STATE OF ILLINOIS } SS
COUNTY OF COOK }

CERTIFICATE

I, THOMAS J. PAVLIK, CERTIFY THAT I AM THE DULY ELECTED CITY CLERK OF THE CITY OF
BERWYN, COOK COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT ON MARCH 14, 2017 THE CORPORATE AUTHORITIES OF SUCH
MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 17-05 ENTITLED:

AN ORDINANCE SUPPORTING, APPROVING, AND CONSENTING TO AN APPLICATION BY WSSS,
LLC FOR A CLASS 7C DESIGNATION PURSUANT TO THE COOK COUNTY REAL PROPERTY
ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR THE CITY OF BERWYN,
COUNTY OF COOK, STATE OF ILLINOIS

THE PAMPHLET FORM OF ORDINANCE NO 17-05 INCLUDING THE ORDINANCE AND A COVER
SHEET THEREOF WAS PREPARED, AND A COPY OF SUCH ORDINANCE WAS POSTED IN THE
MUNICIPAL BUILDING, COMMENCING ON, MARCH 14, 2017 AND CONTINUING FOR AT LEAST
TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC
INSPECTION UPON REQUEST IN THE OFFICE OF THE MUNICIPAL CLERK.

DATED AT BERWYN, ILLINOIS THIS 15th DAY OF MARCH, 2017.

(SEAL)



A handwritten signature in dark ink, appearing to read "T. Pavlik", is written over a horizontal line. The signature is fluid and cursive.

THOMAS J. PAVLIK, CITY CLERK

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 17-05

AN ORDINANCE SUPPORTING, APPROVING, AND CONSENTING TO AN APPLICATION BY WSSS, LLC FOR A CLASS 7C DESIGNATION PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on this 14 day of March 2017.

ORDINANCE 17-025

AN ORDINANCE SUPPORTING, APPROVING, AND CONSENTING TO AN APPLICATION BY WSSS, LLC FOR A CLASS 7C DESIGNATION PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

WHEREAS, the Mayor of the City (the "Mayor") and City Council (collectively, the "Corporate Authorities") are committed to promoting commercial development within the City; and

WHEREAS, the Cook County Real Property Assessment Classification Ordinance (the "Classification Ordinance") provides a system for classifying real property located in Cook County, Illinois for real estate tax assessment purposes; and

WHEREAS, the Classification Ordinance established property tax classifications to encourage industrial and commercial development in Cook County, which will increase employment opportunities and the real property tax base in Cook County; and

WHEREAS, the Classification Ordinance allows for a classification known as Class 7C (the "Class 7C Designation") for property that is used primarily for commercial purposes (consisting of all newly constructed buildings or other structures, including the land upon which they are situated); and

WHEREAS, the Class 7C Designation is also conditioned upon certain findings and approvals from the municipality in which the real estate is located; and

WHEREAS, property with the Class 7C Designation receives a reduced assessment level by the Cook County Assessor (the "Assessor"), which creates an economic incentive for the property to be redeveloped; and

WHEREAS, WSSS, LLC (the "Applicant") has applied or is applying for the Class 7C Designation for the following real property addresses: 6323 Ogden Avenue (PIN: 16-32-121-010-0000); 6330 Ogden Avenue (PIN: 16-32-121-011-0000); 6223 Ogden Avenue (PIN: 16-32-121-012-0000); 6213 Ogden Avenue (PIN: 16-32-121-013-0000); 6211 Ogden Avenue (PIN: 16-32-121-014-0000); 6209 Ogden Avenue (PIN: 16-32-121-015-0000); 6201 Ogden Avenue (PIN: 16-32-121-016-0000); 6201 Ogden Avenue (PIN: 16-32-121-017-0000); 6201 Ogden Avenue (PIN: 16-32-121-018-0000) (collectively, the "Subject Property"); and

WHEREAS, the Subject Property is real estate used primarily for commercial purposes and meets the definition of a "new construction" under the Classification Ordinance; and

WHEREAS, the Applicant desires and intends to substantially develop the Subject Property by demolishing the existing gas station and constructing a new gas station with a convenience store, constructing a car wash facility and rehabilitating an already existing office building; and

WHEREAS, the Subject Property is in an area that is a redevelopment priority of the City; and

WHEREAS, the assessed valuation of the Subject Property has declined or remained stagnant for three of the last six years; and

WHEREAS, the development of the Subject Property by the Applicant is financially viable and likely to go forward on a reasonably timely basis if granted the Class 7C

Designation and will therefore result in the economic enhancement of the Subject Property;
and

WHEREAS, the Class 7C Designation will materially assist the development of the Subject Property, and the commercial development of the Subject Property would not go forward without the full incentive offered under the Class 7C Designation; and

WHEREAS, the commercial development of the Subject Property is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities; and

WHEREAS, but for the Class 7C Designation, the development of the Subject Property would not occur; and

WHEREAS, based on the foregoing, the Corporate Authorities hereby approve of, support, and consent to the Application for Class 7C Designation for the Subject Property being submitted to and approved by the Assessor; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City's home rule powers, as follows:

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

Section 2. The Corporate Authorities hereby find that (1) the Subject Property's assessed valuation has declined or remained stagnant for three of the last six years; (2) the development of the Subject Property is viable and likely to go forward on a reasonably timely basis if granted the Class 7C Designation and therefore result in the economic enhancement of the Subject Property; (3) the Class 7C Designation will materially assist the development of

the Subject Property, and the commercial development of the Subject Property would not go forward without the full incentive offered under the Class 7C Designation; (4) the commercial development of the Subject Property is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities; and (5) but for the Class 7C Designation, the development of the Subject Property would not occur.

Section 3. The Mayor is hereby authorized and directed to execute any and all such documentation as may be necessary to carry out and effectuate the intent and purpose of this Ordinance. The officers, employees, and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and to consummate the intent of this Ordinance, and shall take all necessary actions in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

Section 4. All prior actions of the City's officials, employees, and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

Section 5. The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6. All ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7. This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true, and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

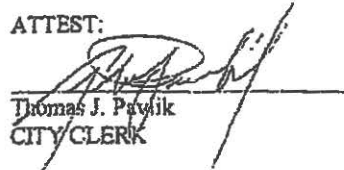
(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this
4 day of March 2017, pursuant to a roll call vote, as follows:


	YES	NO	ABSENT <i>EXCUSED</i>	PRESENT
Chapman	✓			
Boyajian	✓			
Paul	✓			
Fejt	✓			
Santoy	✓			
Polashek	✓			
Avila			✓	
Laureto	✓			
(Mayor Lovero)				
TOTAL	7	0	1	

APPROVED this 15 day of March 2017.

ATTEST:


 Thomas J. Pavlik
 CITY CLERK




 Robert J. Lovero
 MAYOR

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

CLERK'S CERTIFICATE

I, Thomas J. Pavlik the duly qualified and acting Clerk of the City of Berwyn, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. 17-05

AN ORDINANCE SUPPORTING, APPROVING, AND CONSENTING TO AN APPLICATION BY WSSS, LLC FOR A CLASS 7C DESIGNATION PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

which Ordinance was duly adopted by said City Council at a meeting held on the 14 day of March, 2017.

I do further certify that a quorum of said City Council was present at said meeting, and that the City Council complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this 15 day of March, 2017



Thomas J. Pavlik
Thomas J. Pavlik
CITY CLERK

WSSS, LLC
6201-6323 W. Ogden Avenue
Berwyn, IL 60402
PINS: 16-32-121-010; 011; 012; 013; 014; 015; 016; 017; 018

OVERVIEW

WSSS, LLC purchased the subject property at 6201-6323 W. Ogden Avenue, Berwyn, Illinois in late 2016 for a price of \$1,235,000.00. WSSS, LLC has made capital improvements to the property. Since the acquisition, WSSS, LLC has expended in excess of \$3,300,000.00 in improvements and upkeep to the property.

Through the Berwyn Development Corporation (BDC) and City of Berwyn, WSSS, LLC was granted a 7C tax classification. WSSS, LLC is seeking a renewal or extension of the 7C classification and submits such is warranted based upon the following factors.

SALES AND USE TAXES PAID TO DATE

WSSS, LLC is an Illinois Limited Liability Company which operates twelve (12) car wash locations, three (3) of which also sell gas and retail which all operate under one (1) umbrella. As to the Berwyn location, we are providing a breakdown of the sales and use taxes paid from January 1, 2020 through August 31, 2022. In that 32 month timeframe, at the Berwyn location only, the business generated \$1,406,296.87 in gasoline and sales taxes. (See Ex. 1). We are also providing the ST1 sales tax returns for that timeframe as well (See Ex. 2). These returns while for all of the locations, do show a carve out of the Berwyn sales and gas taxes paid. The amount of the sales/use taxes generated by this location are significant and are a factor warranting the renewal or extension of the 7C.

INVESTMENT IN BERWYN

WSSS, LLC has made over a \$4,500,000.00 plus financial investment in Berwyn related to its business. (See Ex. 3) In addition to the Ogden Avenue property, WSSS, LLC purchased the property located at 3309 S. Harvey Avenue, Berwyn, Illinois which was owned and operated by Seguin Services (a not-for-profit) for \$475,000.00 (which included buildout costs). This property was purchased for WSSS, LLC corporate offices. (See Ex. 4) As Seguin was a not-for-profit, the property was tax exempt thus generating no property taxes for the City of Berwyn. WSSS, LLC filed for and received a zoning variance from the City of Berwyn to use this property for its corporate offices. (See Ex. 5). This parcel was not given any 7C tax benefit.

This property was off the tax rolls dating back to 2002. In 2017 the property was put back on the tax roll following my client's purchase and taxed as a commercial property and the following real estate taxes have been paid by WSSS, LLC.

2017	20,480.95
2018	26,682.22
2019	38,872.61
2020	34,949.33
2021	<u>36,979.53</u>
Total	<u>\$157,964.64</u> (See Ex. 6)

In 2021, the City of Berwyn's share of the 2021 real estate taxes was \$12,156.07 (See Ex. 7). To put these real estate taxes in a proper context, if the variance had not issued and this property remained residential, the taxes would have been approximately the following for the time frame of 2017-2021.¹

2017	8,411.68
2018	8,193.50
2019	5,555.20
2020	6,853.74
2021	<u>7,151.41</u>
Total	<u>\$36,165.53</u>

This difference equates to an additional \$121,799.11 in real estate taxes paid by WSSS, LLC due to operating its corporate offices in Berwyn which Berwyn received an additional \$9,805.23 for its share of the real estate taxes 2021 for the Harvey property.

In addition, the business operations employ about twenty (20) employees many of which reside in and spend their income in Berwyn. (See Ex. 9). The trickle down effect these employees salaries have on the Berwyn community is substantial from paying real estate taxes to patronizing other Berwyn businesses.

WSSS, LLC profit and loss statement shows a minimal profit in 2020 most likely related to Covid. While WSSS, LLC enjoyed a profitable 2021 and year to date 2022, this must be taken in context of its return on investment. Any business which opens does so with the intent of being profitable. While the business has attained profitability, it has and continues to feel the effect of Covid and is dealing with a poor economy which may be heading to a recession. A review of the company P&L's (See Ex. 10) against their initial projections (See Ex. 11) shows they have exceeded projections as to car wash revenue, but are down over 25% on their projected gas sales.

¹ This is based upon the tax bills for the neighboring property at 3305 S. Harvey Avenue, Berwyn, IL (See Ex. 8).

CONCLUSION

When taking the totality of the circumstances of the sale/use/real estate taxes generated by this project, the capital investments and improvements exceeding \$4,500,000.00 and the jobs generated for citizens of Berwyn, an extension of the 7C is warranted. To date we believe we can all agree that the purposes of the 7C for the City and the business have been met and have been successful. The business has made a significant investment in Berwyn and has generated over \$1,400,000.00 in sales and gas taxes, has paid hundreds of thousand of dollars in real estate taxes, has generated 20 jobs for the area of which 18 employees reside in Berwyn and has developed an aesthetic beautiful block on the much traveled eastern entry to the City of Berwyn on Ogden Avenue.

If an extension is not given, the increased real estate taxes will drain the profits of the business and the diminished profits will have to be addressed but cutting expenses. We risk having to close the gas station and retail portion of the business as that portion operates is not profitable and carries a good portion of the expense. The closure will result in the elimination of the sales and gas taxes received and the loss of at least fifty percent (50%) of the workforce. The business operated at a loss for it's first two (2) years, then dealt with Covid in year three and is now finally profitable. The business wants to continue to succeed but without the 7C extension, the resulting increase in the real estate taxes are estimated to be as follows:

2022	increase of	\$31,961.97
2023	increase of	\$76,708.72
2024	increase of	\$115,063.09
2025	increase of	\$76,708.73
2026	increase of	\$46,025.23 (See Ex. 12)

Even with the 7C extension, the projected taxes payable during this five (5) year extension would still be in excess of \$500,000.00. Again when taking the totality of the development to date, the benefits derived from this project for both the City of Berwyn and the business, the taxes that have been and will continue to be generated by the business and our submissions in support of this request, we submit that an extension is warranted in this matter and in the best interests to both the City and the business.

	Volume of Gas	Gas Sales	Gen Merch Sales	Food/Drugs Sales	Total Sales	State Gasoline Tax	Cook County Motor Fuel Tax	Other Gasoline Tax	Sales Tax
Jan-20	44,621.54	\$ 121,715.35	\$ 8,079.67	\$ 2,415.63	\$ 132,210.65	\$15,813.70	\$2,496.90	\$8,195.24	\$10,760.09
Feb-20	54,380.65	\$ 143,012.73	\$ 8,606.58	\$ 2,799.54	\$ 154,418.85	\$21,660.76	\$3,420.12	\$14,645.52	\$12,457.61
Mar-20	42,875.41	\$ 105,122.81	\$ 7,785.58	\$ 2,406.50	\$ 115,314.89	\$14,708.28	\$2,322.36	\$9,944.73	\$9,159.82
Apr-20	25,650.67	\$ 54,134.46	\$ 5,843.71	\$ 1,633.63	\$ 61,611.80	\$11,248.38	\$1,776.06	\$7,605.39	\$4,723.37
May-20	37,277.60	\$ 84,994.69	\$ 8,994.87	\$ 2,194.34	\$ 96,183.90	\$12,768.00	\$2,016.00	\$8,632.86	\$7,513.49
Jun-20	39,692.15	\$ 97,997.09	\$ 8,722.23	\$ 2,905.81	\$ 109,625.13	\$15,770.00	\$2,490.00	\$10,662.62	\$8,709.45
Jul-20	48,636.57	\$ 119,540.90	\$ 10,682.94	\$ 3,483.01	\$ 133,706.85	\$18,567.56	\$2,931.72	\$11,918.93	\$10,579.40
Aug-20	50,265.06	\$ 123,573.37	\$ 10,944.82	\$ 3,619.84	\$ 138,138.03	\$21,732.20	\$3,431.40	\$13,950.38	\$11,303.53
Sep-20	42,923.28	\$ 108,629.80	\$ 9,258.11	\$ 4,223.21	\$ 122,111.12	\$15,922.00	\$2,514.00	\$10,220.70	\$9,458.67
Oct-20	34,102.00	\$ 99,130.88	\$ 15,214.78	\$ 2,857.47	\$ 117,203.13	\$12,958.76	\$2,046.12	\$8,318.51	\$11,452.93
Nov-20	34,004.00	\$ 84,314.73	\$ 7,336.65	\$ 3,329.98	\$ 94,981.36	\$12,921.52	\$2,040.24	\$8,294.61	\$8,275.00
Dec-20	43,053.00	\$ 95,858.19	\$ 7,030.60	\$ 3,612.52	\$ 106,501.31	\$16,360.14	\$2,583.18	\$10,501.92	\$9,418.00
Jan-21	50,202.00	\$ 116,429.83	\$ 8,055.75	\$ 3,705.80	\$ 128,191.38	\$19,076.76	\$3,012.12	\$8,731.63	\$11,675.00
Feb-21	40,214.00	\$ 131,593.85	\$ 7,891.44	\$ 3,631.71	\$ 143,117.00	\$15,281.32	\$2,412.84	\$6,994.43	\$11,856.00
Mar-21	51,652.75	\$ 159,988.65	\$ 10,065.78	\$ 4,683.75	\$ 174,738.18	\$22,157.80	\$3,498.60	\$10,141.89	\$14,437.00
Apr-21	42,704.00	\$ 155,971.22	\$ 10,028.49	\$ 3,150.81	\$ 169,150.52	\$16,227.52	\$2,562.24	\$7,427.52	\$14,165.00
May-21	57,580.00	\$ 165,471.97	\$ 9,895.05	\$ 3,108.88	\$ 178,475.90	\$21,880.40	\$3,454.80	\$10,014.88	\$15,084.00
Jun-21	41,706.00	\$ 168,591.16	\$ 10,673.11	\$ 3,353.34	\$ 182,617.61	\$15,848.28	\$2,502.36	\$7,253.91	\$15,510.00
Jul-21	50,210.00	\$ 172,984.14	\$ 11,550.26	\$ 4,605.53	\$ 189,139.93	\$19,079.80	\$3,012.60	\$10,992.48	\$16,019.00
Aug-21	48,514.00	\$ 170,354.53	\$ 10,727.38	\$ 4,563.55	\$ 185,645.46	\$18,435.32	\$2,910.84	\$10,621.17	\$15,718.00
Sep-21	50,392.00	\$ 174,174.96	\$ 10,709.75	\$ 3,931.47	\$ 188,816.18	\$19,148.96	\$3,023.52	\$11,032.33	\$16,028.00
Oct-21	41,701.00	\$ 99,130.88	\$ 15,214.78	\$ 2,857.47	\$ 117,203.13	\$15,846.38	\$2,502.06	\$9,129.60	\$15,397.00
Nov-21	32,421.00	\$ 180,110.94	\$ 9,278.08	\$ 3,192.12	\$ 192,581.14	\$12,319.98	\$1,945.26	\$7,097.94	\$13,357.00
Dec-21	39,993.00	\$ 143,703.46	\$ 8,287.62	\$ 2,925.31	\$ 154,916.39	\$15,197.34	\$2,399.58	\$8,755.66	\$13,263.00
Jan-22	44,384.35	\$ 161,760.71	\$ 8,630.94	\$ 2,362.62	\$ 172,754.27	\$16,264.76	\$2,568.12	\$10,654.68	\$15,011.00
Feb-22	51,682.04	\$ 193,737.64	\$ 8,691.94	\$ 2,430.24	\$ 204,859.82	\$19,153.14	\$3,024.18	\$12,546.82	\$17,878.00
Mar-22	53,917.56	\$ 242,012.20	\$ 9,539.09	\$ 3,156.96	\$ 254,708.25	\$22,116.38	\$3,492.06	\$14,487.95	\$22,701.00
Apr-22	37,600.42	\$ 176,702.20	\$ 9,717.57	\$ 3,213.58	\$ 189,633.35	\$12,160.76	\$1,920.12	\$7,966.25	\$16,944.00
May-22	58,792.24	\$ 289,055.49	\$ 11,063.81	\$ 4,080.80	\$ 304,200.10	\$22,497.14	\$3,552.18	\$14,737.38	\$27,349.00
Jun-22	48,408.08	\$ 168,591.16	\$ 10,587.95	\$ 4,366.30	\$ 183,545.41	\$22,079.52	\$3,486.24	\$14,463.81	\$15,741.00
Jul-22	48,467.67	\$ 172,984.14	\$ 11,550.26	\$ 4,485.10	\$ 189,019.50	\$20,448.56	\$3,228.72	\$16,086.04	\$16,274.00
Aug-22	47,572.81	\$ 170,354.53	\$ 10,727.38	\$ 4,382.85	\$ 185,464.76	\$15,352.00	\$2,424.00	\$12,076.77	\$15,970.00
	<u>\$1,435,596.85</u>	<u>\$4,651,728.66</u>	<u>\$311,386.97</u>	<u>\$107,669.67</u>	<u>\$5,070,785.30</u>	<u>\$551,003.42</u>	<u>\$87,000.54</u>	<u>\$334,104.55</u>	<u>\$434,188.36</u>

\$1,406,296.87

Confirmation Number: 0-889-677-392

Date Submitted: 09/19/2022

Date Printed: 10/03/2022



Illinois Department of Revenue
ST-1 Sales and Use Tax and E911 Surcharge Return

Legal Name: GAS-PLUS CORP
DBA Name: GAS-PLUS CAR WASH
Account ID: 1592-9841
Filing Period: 8/1/2022 - 8/31/2022
Due Date: 09/20/2022

REV 08 FORM 002

Step 1: Alcoholic Liquor Purchases

If you are not required to report your purchases, go to Step 2.

Note: Distributors will also report your total purchases to us.

A Total dollar amount of alcoholic liquor purchased
(Invoiced and delivered) 0.00

Step 2: Taxable Receipts

Table with 3 rows: 1 Total receipts (include tax) 1,745,187.00; 2 Deductions - include tax collected (From Schedule A, Line 30.) 1,593,235.00; 3 Taxable receipts (Subtract Line 2 from Line 1.) 151,952.00

Step 3: Tax on Receipts

Sales from locations within Illinois

General merchandise

4a 147,865.00 x 0.1075 = 4b 15,874.00

Food, drugs, and medical appliances

5a 4,287.00 x 0.0225 = 5b 96.00

Sales from locations outside Illinois

General merchandise

6a 0.00 x .0625 = 6b 0.00

Food, drugs, and medical appliances

7a 0.00 x .01 = 7b 0.00

Sales at prior rates

Receipts taxed at other rates

8a 0.00 x (rate) = 8b 0.00

9 Tax due on receipts (Add Lines 4b, 5b, 6b, 7b, and 8b.) 9 15,970.00

Step 4: Retailer's Discount and Net Tax on Receipts

Table with 2 rows: 10 Retailer's discount. If qualified, multiply Line 9 by the applicable rate. 10 279.00; 11 Net tax due on receipts (Subtract Line 10 from Line 9.) 11 15,691.00

Step 5: Tax on Purchases

General merchandise

12a 0.00 x .0625 = 12b 0.00

Food, drugs, and medical appliances

13a 0.00 x .01 = 13b 0.00

Purchases at other rates

14a 0.00 = 14b 0.00

15 Tax due on purchases (Add Lines 12b, 13b, and 14b.) 15 0.00

Step 6: Net Tax Due

16 Tax due from receipts and purchases (Add Lines 11 and 15.) 16 15,691.00

16a Manufacturer's Purchase Credit 16a 0.00

17 Prepaid sales tax 17 9,292.00

18 Quarterly (accelerated) payments 18 0.00

19 Total prepayments (Add Lines 16a, 17, and 18.) 19 9,292.00

20 Net tax due (Subtract Line 19 from Line 16.) 20 6,399.00

Step 7: Payment Due

21 E911 Surcharge and ITAC Assessment (From Schedule B, Line 10.) 21 0.00

22 Excess tax, surcharge, and assessment collected 22 0.00

23 Total tax, surcharge, and assessment due (Schedule GT, Line 11, plus Form ST-1, Lines 21 and 22) 23 6,399.00

24 Credit amount 24 0.00

25 Payment due (Subtract Line 24 from Line 23.) 25 6,399.00

Schedule A—Deductions

Section 1: Taxes and miscellaneous deductions - If no Section 1 deductions, go to Section 2.

1	Taxes collected on general merchandise sales and service	1	11,914.00
2	Taxes collected on food, drugs, and medical appliances sales and service	2	96.00
3	E911 Surcharge and ITAC Assessment collected	3	0.00
4	Resale	4	0.00
5	Interstate commerce	5	0.00
6	Manufacturing machinery and equipment (MM&E) - Do <u>not</u> include deduction for graphic arts.	6	0.00
7	Farm machinery and equipment	7	0.00
8	Graphic arts machinery and equipment - Do <u>not</u> combine with deduction for MM&E on Line 6.	8	0.00
9	Supplemental Nutrition Assistance Program (SNAP - formerly called food stamps)	9	0.00
10	Enterprise zone		
a	Sales of building materials	10a	0.00
b	Sales of items other than building materials	10b	0.00
11	High impact business		
a	Sales of building materials	11a	0.00
b	Sales of items other than building materials	11b	0.00
12	River edge redevelopment zone building materials	12	0.00
13	Exempt organizations	13	0.00
14	Uncollectible debt on which tax was previously paid	14	0.00
15	Sales of service - Identify here <u>CAR WASHES</u>	15	1,599,722.00
16	Other (including cash refunds, newspapers and magazines, etc.) - Identify below		
	<u>COOK COUNTY MOTOR FUEL TAX</u>	16	2,854.00
17	Total Section 1 deductions. Add Lines 1 through 16.	17	1,574,586.00

Section 2: Motor fuel deductions - If no Section 2 deductions, go to Section 3.

<u>State motor fuel tax</u>		<u>Number of gallons/DGEs/GGEs</u>	<u>Rate</u>		
18	Gasoline	18a 0.00	x 39.2¢	=	18b 0.00
19	Gasohol and majority blended ethanol	19a 47,573.00	x 39.2¢	=	19b 18,649.00
20	Diesel (including biodiesel and biodiesel blends)	20a 0.00	x 46.7¢	=	20b 0.00
21	Diesohol and other fuels at diesel rate	21a 0.00	x 46.7¢	=	21b 0.00
22	Liquefied natural gas and liquefied petroleum gas	22a 0.00	x 46.7¢	=	22b 0.00
23	Compressed natural gas and other fuels at gasoline rate	23a 0.00	x 39.2¢	=	23b 0.00
<u>Specific fuels sales tax exemption</u>		<u>Receipts</u>	<u>Percentage</u>		
24	Biodiesel blend (no less than 1% but no more than 10% biodiesel)	24a 0.00	x 20% (.20)	=	24b 0.00
25	Biodiesel blend (more than 10% but no more than 99% biodiesel)	25a 0.00	x 100% (1.00)	=	25b 0.00
26	100 percent biodiesel	26a 0.00	x 100% (1.00)	=	26b 0.00
27	Majority blended ethanol fuel	27a 0.00	x 100% (1.00)	=	27b 0.00
28	Other motor fuel deductions				28 0.00
29	Total Section 2 deductions. Add Lines 18b through 28.				29 18,649.00

Section 3: Total deductions

30	Add Lines 17 and 29. Enter this amount on Step 2, Line 2 on the front page of this return.	30	1,593,235.00
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Schedule B—E911 Surcharge and ITAC Assessment

Receipts from retail transactions of prepaid wireless telecommunications service

1	Enter receipts subject to E911 Surcharge and ITAC Assessment.	1	0.00
Figure your breakdown of retail transactions for Chicago locations			
2	For Chicago locations	2a 0.00	x 0.0707
3	For Chicago locations at prior rates	3a 0.00	
4	Total for Chicago locations. Add Lines 2b and 3b.	4	0.00
Figure your breakdown of retail transactions for non-Chicago locations			
5	For non-Chicago locations	5a 0.00	x 0.0307
6	For non-Chicago locations at prior rates	6a 0.00	
7	Total for non-Chicago locations. Add Lines 5b and 6b.	7	0.00
Figure your net E911 Surcharge and ITAC Assessment			
8	Total E911 Surcharge and ITAC Assessment. Add Lines 4 and 7.	8	0.00
9	Discount - If you qualify, multiply Line 8 by the applicable rate.	9	0.00
10	Subtract Line 9 from Line 8. Enter this amount on Step 7, Line 21.	10	0.00



Illinois Department of Revenue
PST-2 Prepaid Sales Tax
Statement of Tax Paid

Step 1: Reseller's information

1 Reseller's business name WORLD FUEL SERVICES
 2 Reseller's Account ID 2174-1859 3 Period covered 08/31/2022

Step 2: Retailer's information

4 Retailer's business name GAS-PLUS CORP
 5 Retailer's business address 3940 W WASHINGTON BLVD CHICAGO IL 60624-2343
 6 Retailer's Account ID 1592-9841 7 Phone number _____

Step 3: Figure your prepaid tax

8 Biodiesel blends (1% - 10%) subject to prepaid sales tax		
a Enter the total number of gallons.	8a	0
b Multiply Line 8a by RATE		8b 0.00
9 Other motor fuel subject to prepaid sales tax		
a Enter the total number of gallons.	9a	40400
b Multiply Line 9a by RATE		9b 9,292.00
10 Add Lines 8b and 9b. This is your total prepaid tax.	10	9,292.00

Illinois Department of Revenue
Schedule GT Sales and Use Tax
Holiday and Grocery Tax
Suspension Schedule

Legal Name: GAS-PLUS CORP
 DBA Name: GAS-PLUS CAR WASH
 Account ID: 1592-9841
 Filing Period: 08/01/2022 - 8/31/2022
 Due Date: 09/20/2022

1	Net tax due reported on Line 20 of Form ST-1			1	6,399.00
2	Qualifying tax holiday items reported on Line 4a of Form ST-1	2a	0.00 X 5% =	2b	0.00
3	Qualifying tax holiday items reported on Line 6a of Form ST-1	3a	0.00 X 5% =	3b	0.00
4	Qualifying tax holiday items reported on Line 12a of Form ST-1	4a	0.00 X 5% =	4b	0.00
5	Add lines 2b, 3b, and 4b. This is the amount of your credit for tax holiday items.			5	0.00
6	Qualifying food reported on Line 5a of Form ST-1	6a	0.00 X 1% =	6b	0.00
7	Qualifying food reported on Line 7a of Form ST-1	7a	0.00 X 1% =	7b	0.00
8	Qualifying food reported on Line 13a of Form ST-1	8a	0.00 X 1% =	8b	0.00
9	Add Lines 6b, 7b, and 8b. This is the amount of your credit for qualifying food.			9	0.00
10	Add Lines 5 and 9. This is your total credit for tax holiday items and qualifying food.			10	0.00
11	Subtract Line 10 from Line 1. Enter this amount, along with the amounts from Form ST-1, Lines 21 and 22, on Line 23 of Form ST-1.			11	6,399.00



U.S. Small Business Administration
**AUTHORIZATION FOR DEBENTURE GUARANTEE
(SBA 504 LOAN)**

SBA Loan #	92965550-02
SBA Loan Name	Buddy Bear Car Wash
Approval Date	February 21, 2017

CDC:

SomerCor 504, Inc.
601 S. LaSalle Street, Suite 510
Chicago, IL 60605

U. S. Small Business Administration (SBA):

Illinois District Office
Citicorp Center
500 West Madison Street, Suite 1250
Chicago, IL 60661-2511

SBA will guarantee, under the following terms and conditions, a 20 year Debenture ("Debenture") in the amount of \$1,461,000.00 to be issued by CDC and used to fund a 504 Loan ("the Loan") to assist:

Borrower: (EPC)

1. WSSS, LLC
6201-6215 & 6223 W. Ogden Avenue
Berwyn, IL 60402

Operating Company:

1. Gas Plus, Inc. dba
Buddy Bear Car Wash (Co-Borrower)
6201-6215 & 6223 W. Ogden Avenue
Berwyn, IL 60402

A. PROJECT TO BE FINANCED

1. Project Property ("Project Property")

Debenture Proceeds will be used as part of the financing for:

- a. the purchase and improvement of real estate, located at 6201-6215 & 6223 W. Ogden Avenue, Berwyn, IL 60402.
- b. the purchase and installation of equipment, located at 6201-6215 & 6223 W. Ogden Avenue, Berwyn, IL 60402.

SBA Loan Number: 92965550-02
SBA Loan Name: Buddy Bear Car Wash

Page 1
(504 Wizard 2009.1 (w7))

2. Project Costs ("Project Costs") include:

a. Purchase Land	\$1,235,000.00
b. Purchase Land & Building	\$0.00
c. Construction/Remodeling.....	\$1,685,628.00
d. Purchase/Install Equipment.....	\$925,847.05
e. Purchase/Install Fixtures	\$0.00
f. Refinanced Debt—Loan from:	
Total Refinanced Debt.....	\$0.00
g. Professional Fees.....	\$100,000.00
h. Other Expenses.....	\$131,524.95
(construction contingencies, interim interest)	
i. TOTAL Project Cost	\$4,078,000.00

B. PROJECT FINANCING

1. Debenture Proceeds: Debenture Proceeds will be used to pay Administrative Costs and the final 35.00% of the total Project Cost. Prior to the Debenture sale, the CDC conducts a 504 Loan Closing ("504 Loan Closing"), and forwards copies of the closing documents to SBA. After review and approval, CDC forwards the closing documents for Debenture Sale. At or prior to the 504 Loan Closing, Borrower, Operating Company and CDC must sign a Servicing Agent Agreement certifying as to the actual use of the Debenture Proceeds and authorizing a Central Servicing Agent ("CSA") to handle all disbursements and payments under the Debenture.

a. SBA/CDC Share: 35.00% of total Project Cost ("Net Debenture Proceeds")		\$1,427,300.00
b. Administrative Costs ("Administrative Costs")		
(1) SBA Guarantee Fee (a. x 0.000)		\$ 0.00
(2) Funding Fee (a. x 0.0025)		\$3,568.25
(3) CDC Processing Fee		
(i) CDC Processing Fee (a. x 0.015)	\$21,409.50	\$21,409.50
(4) Closing Costs		
(i) CDC Closing Fee (not to exceed \$2,500)	\$2,500.00	
(ii) Other Out of Pocket Closing Costs (excluding legal fees)	\$0.00	\$2,500.00
(5) Subtotal (b.1 through b.4)		\$27,477.75
(6) Underwriters Fee*		\$5,844.00
(7) Total (b.5 plus b.6)		\$33,321.75
c. Total Debenture Amount ("Gross Debenture Proceeds") (a. Plus b.7, rounded up to next thousand)		\$1,461,000.00
d. Balance to Borrower (c. minus (a. plus b.7))		\$ 378.25

** Underwriters fee calculated as follows: For 20 year Debentures, the sum of a. and b.5 divided by 0.99600; round this number up to the next highest thousand; multiply this number by 0.00400. For 10 year Debentures, the sum of a. and b.5 divided by 0.99625; round this number up to the next highest thousand; multiply this number by 0.00375.*

- e. **Disbursement:** CDC must issue a Debenture. The Debenture proceeds must be disbursed no later than 48 months from the approval date of this Authorization, unless extended by proper SBA procedures. If no debenture is disbursed within 48 months, this loan authorization will be cancelled by SBA. Extensions beyond the 48 month period will not be available.

2. Interim Financing (paid off by the Debenture):

- a. **Interim Lender:** An interim loan in the total principal amount of \$1,427,300.00 will be provided by the following lender(s) ("Interim Lender"):
 - (1) Bank of the West in the principal amount of \$1,427,300.00.
- b. **Application of Net Debenture Proceeds to Interim Loan:** Upon sale of the Debenture, the Net Debenture Proceeds (the portion of Debenture Proceeds that finance Project Cost) will be applied to pay off the balance of the interim loan. If the Interim Lender is also the Third Party Lender, this payment will reduce the total balance owed to Third Party Lender to the amount specified in Paragraph B.3.a. below.
- c. **Required Certifications Before 504 Loan Closing:** Following completion of the Project, but no earlier than the 5th day of the month prior to the month in which the CDC submits this loan to SBA for debenture funding, CDC must cause Interim Lender to certify the amount of the interim loan disbursed, that the interim loan has been disbursed in reasonable compliance with this Authorization, and that it has no knowledge of any unremedied substantial adverse change in the condition of the Borrower and Operating Company since the date of the loan application to the Interim Lender.

3. Permanent Third Party Lender Loan:

- a. Bank of the West ("Third Party Lender") will provide permanent project financing in the amount of \$2,039,000.00 ("Third Party Lender Loan"). This amount is 50.00% of the total project cost.
- b. The Third Party Lender's note and loan documents must not:
 - (1) allow future advances except advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien;
 - (2) be cross-collateralized with other financing provided by Third Party Lender;
 - (3) have an early call feature;
 - (4) be payable on demand unless the Third Party Lender's note is in default;
 - (5) have a term less than, or require a balloon payment prior to, ten years;
 - (6) have any cross-default, "deem-at-risk," or any other provisions which allow Third Party Lender to make demand prior to maturity unless the Loan is in default.
- c. At or prior to 504 Loan Closing, Third Party Lender must execute a Third Party Lender Agreement that:
 - (1) Confirms that the Third Party Lender Loan has been fully advanced;
 - (2) Confirms that the Third Party Lender note and loan documents comply with paragraph b. above, or waives its right to enforce any provisions in the note and loan documents that do not comply with these SBA requirements;

- (3) Subordinates any prepayment penalties, late fees, and increased default interest to the CDC/SBA lien. Any advances made for the reasonable costs of collection, maintenance, and protection of the Third Party Lender's lien need not be subordinated;
 - (4) Waives as to the CDC/SBA lien any provisions in its lien instruments prohibiting further encumbrances;
 - (5) Third Party Lender will provide written notice to CDC and SBA of default within 30 days of any delinquency upon which Third Party Lender intends to take action, and 60 days notice prior to foreclosure; and
 - (6) Confirms no Third Party Lender shall establish a preference beyond its rights as a senior lender on the Third Party Loan without the prior written consent of CDC/SBA; and
 - (7) Confirms that the Third Party Lender Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.
- d. **Third Party Lender Fee.** SBA must collect a one-time Third Party Lender Participation fee equal to 50 basis points on the Third Party Lender's participation in a project when the Third Party Lender is in a senior credit position to SBA on the project. SBA may accept payment of this fee from the Third Party Lender, the 504 borrower, or the CDC. This payment may be made to SBA by (1) the Third Party Lender sending to the CDC a certified check or guaranteed funds check made payable to the CSA, and CDC forwarding it to the CSA with the 504 Loan Closing documentation, or (2) the CDC may collect the fee and the CSA will deduct the amount of the fee from the amount sent to the CDC after Debenture sale.
4. **Borrower's Contribution ("Borrower's Contribution"):**
- a. At or prior to 504 Loan Closing, Borrower must contribute \$611,700.00 to the Project. This amount is 15.00% of the total project cost.
 - (1) Contribution may be in cash, land or other property acceptable to SBA;
 - (2) Contribution may come from Borrower's own resources, CDC, or another source;
 - (3) If any of the contribution is borrowed and secured by any of the Project Property, the resulting obligation must be expressly subordinate to the liens securing the Promissory Note ("Note") in favor of CDC and may not be repaid at a faster rate than the Note unless prior written approval is obtained from SBA. A copy of any debt instrument evidencing the obligation must be supplied to CDC at or prior to 504 Loan Closing.
 - b. **Costs in Excess of Project Cost:** Borrower must pay any costs in excess of the total Project Cost referred to in Paragraph A.2 which Borrower incurs in completing the Project.
 - c. **Closing Costs:** At or prior to 504 Loan Closing, Borrower must pay all closing costs, including but not limited to title insurance premiums, recording costs, and premiums for insurance required by this Authorization.
5. **Borrower's Fees ("Borrower's Fees")—Borrower must pay:**
- a. An ongoing guarantee fee equal to 0.6970 of one percent per annum of the principal balance of the Note calculated at five-year intervals beginning with the first payment. This guarantee fee will be made until the loan is terminated. It will be included with the payment on the Note made each month to the CSA.

- b. A servicing fee, as stated on the Servicing Agent Agreement at the time of 504 Loan Closing, calculated on the outstanding principal balance at five-year intervals. The fee will be included in the monthly loan installment paid to the CSA.
- c. A late fee of 5 percent of the late payment or \$100.00, whichever is greater, for payments received by the CSA after the 15th day of the month.

6. CDC Fee

- a. Ongoing Guarantee Fee—CDC must pay an ongoing guarantee fee equal to one-eighth of one percent per annum of the principal balance of the Note calculated on the balance outstanding at five-year intervals. It will be deducted from the servicing fee collected monthly by the CSA for the CDC. The CDC will retain a minimum servicing fee as required by SBA regulations and policies.

C. THE NOTE

At or prior to 504 Loan Closing, the Borrower and Operating Company must execute a Note in favor of CDC. The CDC must assign the Note to SBA. Borrower must make payments by Automated Clearinghouse (ACH) or wire transfer.

The Note and Debenture will include the following terms:

1. Amount: \$1,461,000.00
2. Term: 20 years
3. Repayment Terms: At the date the Debenture is sold, the interest rate will be set and the amount of the monthly principal and interest installment for the term of the Note and the semi-annual principal and interest installment for the term of the Debenture will be established.
4. Prepayment: If Borrower prepays during the first half of the stated term, there will be a prepayment premium, calculated by applying a declining percentage of the Debenture interest rate to the outstanding principal balance of the Note. A schedule of the dollar amount of the premium will be provided after the sale of the Debenture.

The Borrower may prepay the Note or Lease in full. Partial prepayment is not allowed. Borrower must pay the sum of:

- a. all principal and interest payments, servicing-agent fees, and SBA guarantee fees up to and including the date of the next semi-annual debenture payment date;
- b. all CDC servicing fees that accrue before Borrower prepays;
- c. all late fees incurred before Borrower prepays;
- d. all expenses incurred by CDC for which Borrower is responsible;
- e. the balance owing on the Note as of the next semi-annual debenture payment date; and
- f. any prepayment premium required under the Note and Debenture.

To prepay, Borrower must give prior written notice to the CDC according to the terms of the Note.

D. COLLATERAL CONDITIONS

The Note must be secured by the following collateral. All collateral must be assigned to SBA. CDC must obtain a lien on 100% of the interests in the following collateral and properly perfect all lien positions:

1. **Second Mortgage (including due on sale clause, water rights, if any and assignment of rents) on land and improvements located at 6201-6215 & 6223 W. Ogden Avenue, Berwyn, IL 60402. This property is commercial.**
 - a. Subject only to prior lien(s) as follows:
 - (1) First: Bank of the West in the amount of \$2,039,000.00
 - b. Prior open ended lien(s) closed in writing according to applicable state law. Revolving line(s) of credit limited in writing to the amount stated.
 - c. Written waiver of redemption rights. (Non-residential property only.)
 - d. Evidence of title and priority of lien must be based upon:
 - (1) ALTA Loan Policy, insuring CDC and assigns, in the amount of \$1,461,000.00.
 - e. CDC must obtain in recordable form written subordination agreements from any tenants occupying any of the Project real property required as collateral. Appropriate subordination language may be included in the Lease as an alternative.
 - f. At the time of Closing, either:
 - (1) there must be no contractor's, mechanic's or materialman's lien on the Property, including a lien which might possibly be filed after Closing, which would impair the stated priority of the CDC/SBA lien, and there must be no other circumstances adversely affecting the value of the property; or,
 - (2) no exception for these in the title insurance commitment/policy, or
 - (3) The title insurance company must provide affirmative coverage to CDC and SBA over any such exceptions, affording reasonably adequate protection against material loss arising from such exceptions. In addition, the title insurance company must provide such endorsements as CDC or SBA deems necessary to protect CDC and SBA reasonably against material loss arising from any other exceptions. In states where a survey is customarily provided for title insurance coverage, Borrower must also provide a survey certified to SBA/CDC, or a prior survey acceptable to SBA/CDC and the title insurer and a satisfactory survey affidavit of no change.
2. **Second Perfected Security Interest in the following personal property (including any proceeds and products), whether now owned or later acquired, wherever located:
Equipment; Fixtures;**
 - a. Subject only to the prior lien of Bank of the West in the amount of \$2,039,000.00 on the following collateral:
Equipment; Fixtures;
 - b. CDC must obtain a written agreement from all Lessors (including sublessors) agreeing to:
 - (1) Subordinate to CDC Lessor's interest, if any, in this property; (2) Provide CDC written notice of default and reasonable opportunity to cure the default; and (3) Allow CDC the right to take possession and dispose of or remove the collateral.

- c. CDC must obtain a list of all equipment and fixtures that are collateral for the Loan. For items with a unit value of \$5,000.00 or more, the list must include a description and serial number, if applicable.
 - d. CDC must obtain an appropriate Uniform Commercial Code lien search evidencing all required lien positions. If UCC search is not available, another type of lien search may be substituted.
 - e. At the time of Closing, there must be no circumstances adversely affecting the value of the property. There must be no lien on the Property, including a lien which might possibly be filed after Closing, which impairs the stated priority of the CDC/SBA lien.
3. **Assignment of Rents from Eligible Passive Company.** CDC must obtain a perfected assignment of all rents paid under the lease on the project property between the Eligible Passive Company and the Operating Company. The term of lease, with options to renew exercisable solely by the Operating Company, must be for at least the term of the Loan. The lease must be subordinate to CDC's Security Interest, Deed of Trust or Mortgage. Lease payments must be no more than is necessary to amortize debt plus pay expenses related to holding the property.
 4. **Guarantee on SBA Form 148, by Phillip J. Degeratto, resident in Illinois.**
 5. **Guarantee on SBA Form 148, by AOP, LLC, resident in Illinois.**

Assignment to SBA. CDC must execute a satisfactory written assignment to SBA of its interest in the Note, lease and all collateral documents executed by the Borrower and guarantors.

The following language must appear in all lien instruments including Mortgages, Deeds of Trust, and Security Agreements:

"The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) *When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.*
- b) *CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.*

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."

B. ADDITIONAL CONDITIONS

1. Insurance Requirements

Prior to 504 Loan Closing, CDC must require Borrower to obtain the following insurance coverage and maintain this coverage for the life of Loan:

- a. **Flood Insurance.** Based on the Standard Flood Hazard Determination (FEMA Form 81-93):
 - (1) If any portion of a building that is collateral for the Loan is located in a special flood hazard area, CDC must require Borrower to obtain flood insurance for the building under the NFIP.
 - (2) If any equipment, fixtures, or inventory that is collateral for the Loan ("Personal Property Collateral") is in a building any portion of which is located in a special flood hazard area and that building is collateral for the Loan, CDC must require Borrower to also obtain flood insurance for the Personal Property Collateral under the NFIP.
 - (3) If any equipment, fixtures, or inventory that is collateral for the Loan ("Personal Property Collateral") is in a building any portion of which is located in a special flood hazard area and that building is not collateral for the Loan, CDC must require Borrower to obtain available flood insurance for the Personal Property Collateral. CDC may request a waiver of this requirement from the Sacramento Loan Processing Center. The CDC must submit with its request a written justification that fully explains why flood insurance is not economically feasible or, if flood insurance is not available, the steps taken to determine that it is not available.

Insurance coverage must be in amounts equal to the lesser of the insurable value of the property or the maximum limit of coverage available. Insurance coverage must contain a MORTGAGEE CLAUSE/LENDER'S LOSS PAYABLE CLAUSE (or substantial equivalent) in favor of CDC. This clause must provide that any action or failure to act by the debtor or owner of the insured property will not invalidate the interest of CDC and SBA. (Borrower will be ineligible for any future SBA disaster assistance or business loan assistance if Borrower does not maintain any required flood insurance for the entire term of the Loan.)

- b. **Real Estate Hazard Insurance** coverage on all real estate that is collateral for the Loan in the amount of the full replacement cost. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a MORTGAGEE CLAUSE (or substantial equivalent) in favor of CDC and SBA. This clause must provide that any action or failure to act by the mortgagor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.
- c. **Personal Property Hazard Insurance** coverage on all equipment, fixtures or inventory that is collateral for the Loan, in the amount of full replacement costs. If full replacement cost insurance is not available, coverage must be for maximum insurable value. Insurance coverage must contain a LENDER'S LOSS PAYABLE CLAUSE in favor of CDC and SBA. This clause must provide that any action or failure to act by the debtor or owner of the insured property will not invalidate the interest of CDC and SBA. The policy or endorsements must provide for at least 10 days prior written notice to CDC of policy cancellation.
- d. **Life Insurance**, satisfactory to CDC:

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(1) on the life of Phillip J. DeGeratto in the amount of \$1,400,000.00.

CDC must obtain a collateral assignment of each policy with CDC and SBA as assignees. CDC must also obtain acknowledgment of the assignment by the Home Office of the Insurer. CDC must assure that Borrower pays the premium on the policy.

- e. **Liability Insurance** in an amount and with an insurance company satisfactory to CDC.
- f. **Workers' Compensation Insurance** in an amount meeting state law requirements and with an insurance company satisfactory to CDC.

2. Environmental Requirements

- a. CDC must not close the Loan until it has:
 - (1) completed the review for potential environmental contamination required in SOP 50-10(5) ("Environmental Investigation") on each business real property site taken as collateral; and
 - (2) sufficiently minimized the risk from any adverse environmental findings discovered in the Environmental Investigation, or otherwise, as required by SOP 50-10(5), Subpart C, Chapter 3 (Environmental Policies and Procedures) and applicable appendices.
- b. Immediately after CDC review, the CDC must submit the results of the Environmental Investigation to SBA's Sacramento Loan Processing Center for SBA approval prior to 504 Loan Closing. If CDC or SBA determines from the Environmental Investigation that there is potential environmental contamination, CDC may not forward the Debenture until SBA is satisfied that the risk has been sufficiently minimized. Adverse environmental findings may lead to cancellation of this Authorization.
- c. CDC should consult with the local SBA office where the real property collateral is located to ascertain any state or local environmental requirements.

3. Borrower, Guarantor and Operating Company Documents

- a. Prior to 504 Loan Closing, CDC must obtain from Borrower, Guarantor and Operating Company a current copy of each of the following as appropriate:
 - (1) **Corporate Documents**—Articles or Certificate of Incorporation (with amendments), any By-laws, Certificate of Good Standing (or equivalent), Corporate Borrowing Resolution, and, if a foreign corporation, current authority to do business within this state.
 - (2) **Limited Liability Company (LLC) Documents**—Articles of Organization (with amendments), Fact Statement or Certificate of Existence, Operating Agreement, Borrowing Resolution, and evidence of registration with the appropriate authority.
 - (3) **General Partnership Documents**—Partnership Agreement, Certificate as to Partners, and Certificate of Partnership or Good Standing (or equivalent), as applicable.
 - (4) **Limited Partnership Documents**—Partnership Agreement, Certificate as to Partners, and Certificate of Partnership or Good Standing (or equivalent), as applicable, Certificate of Limited Partnership, and evidence of registration with the appropriate authority.
 - (5) **Limited Liability Partnership (LLP) Documents**—Partnership Agreement, Certificate as to Partners, Certificate of Partnership or Good Standing (or equivalent) as applicable, and evidence of registration with the appropriate authority.

- (6) **Trustee Certification**—A Certificate from the trustee warranting that:
 - (a) The trust will not be revoked or substantially amended for the term of the Loan without the consent of SBA;
 - (b) The trustee has authority to act;
 - (c) The trust has the authority to borrow funds, guarantee loans, and pledge trust assets;
 - (d) If the trust is an Eligible Passive Company, the trustee has authority to lease the property to the Operating Company;
 - (e) There is nothing in the trust agreement that would prevent CDC from realizing on any security interest in trust assets;
 - (f) The trust agreement has specific language confirming the above; and
 - (g) The trustee has provided and will continue to provide SBA with a true and complete list of all trustors and donors.
 - (7) **Trade Name**—Documentation that Borrower has complied with state requirements for registration of Borrower's or Operating Company's trade name (or fictitious name), if one is used.
- b. Prior to 504 Loan Closing, CDC must obtain from Borrower and Operating Company:
- (1) **Ownership**—Evidence that ownership and management have not changed without CDC's approval since the application was submitted.

4. Operating Information

Prior to 504 Loan Closing, CDC must obtain:

- a. **Verification of Financial Information**—CDC must submit IRS Form 4506-T (SBA version) to the Internal Revenue Service to obtain federal income tax information on Borrower, or the Operating Company if Borrower is an EPC, for either the last 2 or 3 years (unless Borrower or Operating Company is a start-up business) depending upon the number of years and number of annual financial statements used to substantiate size eligibility. If the business has been operating for less than 3 years, CDC must obtain the information for all years in operation.

This requirement does not include tax information for the most recent fiscal year if the fiscal year-end is within 6 months of the date SBA received the application. CDC must compare the tax data received from the IRS with the financial data or tax returns submitted with the Loan application, and relied upon in approving the Loan. Borrower must resolve any significant differences to the satisfaction of CDC and SBA. Failure to resolve differences may result in cancellation of the Loan.

If the Loan involves a change of ownership, CDC must verify financial information provided by the seller of the business in the same manner as above.

If CDC does not receive a response from the IRS or copy of the tax transcript within 10 business days of submitting IRS Form 4506-T, then CDC may close the Loan prior to completing this verification, provided that CDC has submitted IRS Form 4506-T to the IRS no later than 10 business days from the date of this Authorization. However, CDC must send a second request following precisely the procedures detailed in SOP 50-10(5) and must perform the verification and resolve any significant differences discovered, even if the loan is fully disbursed.

- b. **Authority to Conduct Business**—Evidence that the Borrower and Operating Company have an Employer Identification Number and any authorization necessary to legally operate the business.

- c. **Flood Hazard Determination**—A completed Standard Flood Hazard Determination (FEMA Form 81-93).
- d. **Lease**—Current lease(s) on all business premises where collateral is located with term, including options, at least as long as the term of the Loan.

5. **Appraisal**

Prior to 504 Loan Closing, and in accordance with SOP 50-10(5), CDC must obtain and submit to SBA:

- a. **Real Estate Appraisal** on the Project real property, including fixtures and equipment, located at 6201-6215 & 6223 W. Ogden Avenue, Berwyn, IL 60402. If the appraised fair market value is less than \$4,078,000.00, Borrower must provide additional investment, additional collateral, or reduce the size of the Project as appropriate.

6. **Construction Provisions**

- a. **Building Standards**: In the construction of a new building or an addition to an existing building, the construction must conform with the "National Earthquake Hazards Reduction Program Recommended Provisions for the Development of Seismic Regulations for New Buildings" (NEHRP), or a building code that SBA has identified as having substantially equivalent provisions. At or prior to 504 Loan Closing, CDC must obtain from Borrower evidence of compliance with these requirements. Examples of evidence include a certificate issued by a licensed building architect, construction engineer or similar professional, or a letter from a state or local government agency stating that an occupancy permit is required and that the local building codes upon which the permit is based include the Seismic standards.
- b. **Required Documentation**—At or prior to 504 Loan Closing, if any proceeds will be used to repay interim construction financing, CDC must obtain a copy of the Occupancy Certificate, final inspection report, or other evidence that the contractor has substantially completed construction and the property complies with all zoning and necessary governmental permit and licensing requirements. CDC must certify that construction has been completed in accordance with the final plans and specifications. CDC may rely upon a certification by the Interim Lender, except that if an "as completed" appraisal was obtained prior to construction, CDC must also get a certification from the appraiser after construction is completed to determine if the appraisal needs to be adjusted to reflect substantial changes in the final project from the original plans and specifications.

7. **Certifications and Agreements**

- a. At or prior to 504 Loan Closing, CDC must require Borrower and Operating Company to certify that:
 - (1) **No Adverse Change**—Since the date of application there has been no unremedied substantial adverse change in the financial condition of Borrower and Operating Company or their ability to repay the Project financing, including the Note. Borrower and Operating Company must also supply to CDC accurate financial statements, current within 120 days of 504 Loan Closing.
 - (2) **Child Support**—No principal who owns at least 50% of the ownership or voting interest of the company is delinquent more than 60 days under the terms of any (a) administrative order, (b) court order, or (c) repayment agreement requiring payment of child support.

- (3) **Current Taxes**—Borrower and Operating Company are current on all federal, state, and local taxes, including but not limited to income taxes, payroll taxes, real estate taxes, and sales taxes.
 - (4) **Environmental**—For any real estate pledged as collateral for the Loan or where the Borrower or Operating Company are conducting business operations (collectively "the Property"):
 - (a) At the time Borrower and Operating Company submitted the Loan application, Borrower and Operating Company were in compliance with all local, state, and federal environmental laws and regulations pertaining to reporting or clean-up of any hazardous substance, hazardous waste, petroleum product, or any other pollutant regulated by state or federal law as hazardous to the environment ("Contaminant"), and regarding any permits needed for the creation, storage, transportation or disposal of any Contaminant;
 - (b) Borrower and Operating Company will continue to comply with these laws and regulations;
 - (c) Borrower and Operating Company, and all of its principals, have no knowledge of the actual or potential existence of any Contaminant that exists on, at, or under the Property, including groundwater, other than what was disclosed in connection with the Environmental Investigation of the Property;
 - (d) Until full repayment of the Loan, Borrower and Operating Company will promptly notify Lender and SBA if it knows or suspects that there has been, or may have been, a release of a Contaminant in, at, or under the Property, including groundwater, or if Borrower or Operating Company or such Property is subject to any investigation or enforcement action by any federal, state, or local environmental agency ("Agency") pertaining to any Contaminant on, at, or under such Property, including groundwater;
 - (e) As to any Property owned by Borrower and Operating Company, Borrower and Operating Company indemnifies, and agrees to defend and hold harmless, Lender and SBA, and any assigns or successors in interest which take title to the Property, from and against all liabilities, damages, fees, penalties or losses arising out of any demand, claim or suit by any Agency or any other party relating to any Contaminant found on, at, or under the Property, including groundwater, regardless of whether such Contaminant resulted from Borrower's or Operating Company's were operations. (Lender or SBA may require Borrower or Operating Company to execute a separate indemnification agreement).
- b. At or prior to 504 Loan Closing, CDC must require Borrower and Operating Company to certify that they will:
- (1) **Reimbursable Expenses**—Reimburse CDC for expenses incurred in the making and administration of the Loan.
 - (2) **Books, Records, and Reports**-
 - (a) Keep proper books of account in a manner satisfactory to CDC;
 - (b) Furnish year-end statements to CDC within 120 days of fiscal year end;
 - (c) Furnish additional financial statements or reports whenever CDC requests them;

- (d) Allow CDC or SBA, at Borrower's or Operating Company's expense, to:
 - [1] Inspect and audit books, records and papers relating to Borrower's and Operating Company's financial or business condition; and
 - [2] Inspect and appraise any of Borrower's and Operating Company's assets; and
 - [3] Allow all government authorities to furnish reports of examinations, or any records pertaining to Borrower and Operating Company, upon request by CDC or SBA.
- (3) **Equal Opportunity**—Post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.
- (4) **American-made Products**—To the extent practicable, purchase only American-made equipment and products with the proceeds of the Loan.
- (5) **Taxes**—Pay all federal, state, and local taxes, including income, payroll, real estate and sales taxes of the business when they come due.
- (6) **Occupancy**—Comply with the following provisions: (a) Borrower must lease 100% of the rentable property to Operating Company; (b) Operating Company must immediately occupy at least 60% of the rentable property; (c) Operating Company will lease long term no more than 20% of the rentable property to one or more tenants; (d) Operating Company must plan to occupy within three years some of the remaining rentable property not immediately occupied or leased long term; (e) Operating Company must plan to occupy within ten years all of the rentable property not leased long term.
- c. Prior to 504 Loan Closing, CDC must require Borrower and Operating Company to certify that they will not, without prior written consent of CDC and SBA:
 - (1) **Distributions**—Make any distribution of company assets that will adversely affect the financial condition of Borrower and/or Operating Company.
 - (2) **Ownership Changes**—Change the ownership structure or interests in the business during the term of the Note, provided that, commencing six months after the Debenture sale, Borrower or Operating Company may have one or more changes in ownership without approval of SBA so long as the cumulative change over the term of the Note is less than five percent (5%).
 - (3) **Transfer of Assets**—Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of Borrower's property or assets, except in the ordinary course of business.
 - (4) **Conflict**—Or any of its affiliates acquire, directly or indirectly, in excess of a 10% ownership or interest in CDC during the term of the Debenture. If this type of acquisition occurs the Debenture will immediately become due and payable in full.

F. DEBENTURE SALE CONDITIONS

- 1. SBA will not authorize the sale of the Debenture until SBA is satisfied that:
 - a. there has been no unremedied adverse change in the financial condition, organization, management, operations, or assets of Borrower and Operating Company;
 - b. all the terms and conditions of this Authorization have been met, and;
 - c. Borrower, Operating Company and the CDC have complied with their responsibilities as listed below.

2. IT IS BORROWER'S RESPONSIBILITY TO:

- a. Comply with other conditions, outside the Authorization, that are reasonably imposed by CDC.
- b. Cooperate fully with CDC and SBA in closing the Loan and obtaining necessary certifications and documents.
- c. Comply with the closing instructions provided by CDC and SBA.
- d. Execute all documents required by CDC and SBA. All documents required to be produced by the Borrower must be satisfactory to SBA in form and substance.
- e. Submit all required documents to CDC counsel sufficiently in advance of 504 Loan Closing (as directed by CDC counsel).
- f. Certify that all elements of Project Costs have been paid in full and how they were paid.
- g. Certify that any bankruptcy or insolvency proceeding involving, or pending lawsuit against, Borrower, Operating Company or any of their principals has been disclosed in writing to CDC.

3. IT IS CDC'S RESPONSIBILITY TO:

- a. Close the Loan in accordance with the terms and conditions of this Authorization.
- b. Obtain valid and enforceable Loan documents and all required lien positions. This includes obtaining the signatures or written consent of any obligor's spouse if such consent or signature is necessary to bind the marital community or create a valid lien on marital property.
- c. Obtain all necessary certifications.
- d. Obtain a legal opinion from CDC counsel or Borrower's counsel if there is one, acceptable to CDC and SBA, verifying:
 - (1) that all Borrower or guarantor entities (other than natural persons) are properly organized, in good standing, validly existing, and have the authority to borrow or guarantee;
 - (2) that the documents executed by the Borrower and guarantors have been authorized, executed, and delivered by an authorized person, and are valid and binding obligations, enforceable in accordance with their respective terms; and
 - (3) opinions as to such other matters as CDC and SBA may require.
- e. Certify to SBA that there has been no substantial unremedied adverse change in the Borrower's or Operating Company's financial condition, organization, operation, or assets, as set forth on the CDC Certification (SBA Form 2101).
- f. Certify that all elements of Project Costs have been paid in full and that the Interim Leader, Third Party Leader, Borrower, and CDC have each contributed to the Project in the amount and manner authorized by SBA.
- g. Properly complete all closing documents using SBA Required Forms. CDC may use its own forms except as otherwise instructed in this Authorization. CDC must use the following forms for the Loan:

Opinion of CDC Counsel (Appendix D to the National 504 Authorization Boilerplate)

SBA Form 2101, CDC Certification
SBA Form 1505, SBA Note
SBA Form 1504, Debenture
SBA Form 159 (504), Compensation Agreement, for each representative
SBA Form 1528, CDC Board Resolution
SBA Form 1506, Servicing Agent Agreement
SBA Form 722, Equal Opportunity Poster
SBA Form 2286, 504 Debenture Closing Checklist
SBA Form 2287, Third Party Lender Agreement
SBA Form 2288, Interim Lender Certification
SBA Form 2289, Borrower and Operating Company Certification
IRS Form W-9

CDC may use computer-generated versions of mandatory SBA Forms, as long as these versions are exact reproductions.

- h. Submit Form 2286, the 504 Debenture Closing Checklist, and copies of required documents from the checklist for SBA review and approval by the deadlines established by SBA for each Debenture sale.
4. Compensation Agreement. At Closing, CDC and Borrower must provide an SBA Form 159 (504) from each agent, as described in the form, that assisted the Borrower to obtain the Loan, indicating the amount of each fee.
5. Completion of Debenture and Note Terms. Borrower, Operating Company and CDC authorize CDC, SBA and/or CSA to date and otherwise complete any terms of the Debenture, Note, or Loan Documents which were incomplete at the time of their execution as soon as such terms become known to them.

ADMINISTRATOR
SMALL BUSINESS ADMINISTRATION

2/21/2017



Signed by: DENNIS STYTZ

February 21, 2017

By: Authorized SBA Representative

Date

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SBA Loan Name: Buddy Bear Car Wash

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(504 Wizard 2009.1 (w7))

Employee Name	Address 1	City
Custodio, Zenaida	3437 Gunderson Ave	Berwyn
Flores, Alexander	3544 East Ave	Berwyn
Garcia, Antonio	2537 Grove Ave	Berwyn
Guajardo, Dellanira	3611 Clarence Ave	Berwyn
Hernandez Jr, Javier	1922 S Cuyler Ave	Berwyn
Hernandez, Eric	1619 Clarence Ave	Berwyn
Jusino, Nelson	4041 Harlem Ave	Berwyn
Kayes, Catrina	4142 Clinton Ave	Berwyn
Kwak, Joseph	2405 S Clarence	Berwyn
Lopez, Joshua	3420 S Ridgeland	Berwyn
McCarthy, Raymond	3515 s. Oak Park Ave.	Berwyn
Meza, Theodore	3218 Harvey Ave	Berwyn
Paz, Cecilly	3109 Harlem Ave	Berwyn
Rivera- Medrano, Juan Manuel	3713 Wesley Ave	Berwyn
Rodriguez, Mark	4039 S Harlem Ave	Stickney
Rosario, Cynthia	4041 Harlem Ave	Stickney
Ryerson, Dennis	3309 Highland Ave, Apt 1S	BERWYN
Staley, Caleb J	3309 Highland Ave. Apt 1S	BERWYN
Wood, Breanna	3420 S Harvey	Berwyn
Woosley, Riley	3515 s. Oak Park Ave.	Berwyn

Gas Plus Inc for 6201 OGDEN location
Profit and Loss
 January - December 2020

	Total
Income	
Candy Sales	4,572.00
Chiropractics	1,383.20
Ding Sales	860.79
Gas Sales	1,274,214.50
Grocery Sales	31,235.00
Non-Food Sales	23,943.88
Other Income	24,721.89
Pop Sales	20,450.72
Tobacco Sales	44,741.59
Wash Sales	1,244,203.78
Total Income	2,871,881.51
Cost of Goods Sold	
Candy	4,858.95
Car Wash Supplies/Tire Shine	70,942.42
Car Wash Supplies	202.89
Cost of Goods Sold	0.00
Drops	232.21
Gasoline	1,053,790.48
Grocery	15,048.26
Non Food	20,012.26
Pop	24,987.85
Tobacco	30,273.53
Total Cost of Goods Sold	1,321,456.39
Gross Profit	1,450,425.12
Expenses	
Advertising & Marketing	18,618.43
Air and Truck Expenses	2,970.28
Bank Charges & Fees	620.00
Credit Card Fees	50,088.06
Damages	1,401.19
Deprec Exp	293,914.00
Dues	17,831.28
Employee Benefits/Retirement	8,898.38
Employer 401K	24,988.88
Insurance	19,206.59
Interest Paid	7,111.14
Legal & Professional Services	45,782.25
Office Supplies & Software	2,448.37
Payroll	223,318.81
Rent	490,200.00
Repairs & Maintenance	60,150.02
Sales Taxes	64,182.89
Severance	7,878.68
Security	2,983.00
Supplies	3,697.04
Taxes & Licenses	2,427.00
Telephone/Internet	2,279.51
Temp Labor	2,285.00
Uniform	2,373.40
Utilities	126,983.62
Total Expenses	1,620,813.64
Net Operating Income	829,611.48
Other Income	
App Foughten	45,000.00
Incentive Programs	2,491.18
Total Other Income	47,491.18
Net Other Income	47,491.18
Net Income	877,102.66

Gas Plus Inc for 6201 OGDEN location
Profit and Loss
 January - December 2021

	Total
Income	
Candy Sales	6,491.48
Chiropractics	3,824.48
Ding Sales	612.19
Gas Sales	1,897,462.75
Grocery Sales	34,032.69
Non-Food Sales	39,418.05
Other Income	27,887.00
Pop Sales	24,398.81
Tobacco Sales	51,793.87
Wash Sales	1,629,023.09
Total Income	3,733,744.44
Cost of Goods Sold	
Candy	3,283.33
Car Wash Supplies/Tire Shine	85,878.39
Car Wash Supplies	1,171.70
Cost of Goods Sold	-870.80
Drops	250.30
Gasoline	1,535,163.01
Grocery	20,132.08
Non Food	28,448.04
Pop	24,434.00
Tobacco	44,135.82
Total Cost of Goods Sold	1,747,684.15
Gross Profit	1,986,060.29
Expenses	
Advertising & Marketing	17,285.51
Air and Truck Expenses	638.84
Bank Charges & Fees	710.00
Credit Card Fees	68,688.01
Damages	2,570.61
Deprec Exp	285,234.00
Dues	16,677.16
Employee Benefits/Retirement	4,688.27
Employer 401K	19,482.08
Insurance	12,342.41
Interest Paid	10,333.32
Legal & Professional Services	85,823.33
Office Supplies & Software	399.83
Payroll	319,083.12
Rent	490,200.00
Repairs & Maintenance	110,289.26
Sales Taxes	163,423.01
Severance	15,188.51
Security	2,288.80
Supplies	2,493.82
Taxes & Licenses	1,578.00
Telephone/Internet	2,261.81
Temp Labor	4,398.50
Uniform	695.47
Utilities	138,284.10
Total Expenses	1,717,837.48
Net Operating Income	268,222.81
Other Income	
Incentive Programs	18,551.88
Total Other Income	18,551.88
Net Other Income	18,551.88
Net Income	286,774.69

Gas Plus Inc for 6201 OGDEN location
Profit and Loss
 January - August, 2022

	Total
Income	
Candy Sales	4,466.54
Chiropractics	2,007.81
Ding Sales	162.08
Gas Sales	1,883,103.82
Grocery Sales	24,983.31
Non-Food Sales	18,338.09
Other Income	14,764.87
Pop Sales	17,854.25
Tobacco Sales	35,160.81
Wash Sales	1,107,991.03
Total Income	3,164,417.85
Cost of Goods Sold	
Candy	3,497.75
Car Wash Supplies/Tire Shine	62,008.75
Car Wash Supplies	601.89
Cost of Goods Sold	18,146.70
Drops	131.99
Gasoline	1,666,828.38
Grocery	10,728.52
Non Food	10,794.19
Pop	18,274.20
Tobacco	31,871.53
Total Cost of Goods Sold	1,732,458.00
Gross Profit	1,431,959.85
Expenses	
Advertising & Marketing	59,446.85
Air and Truck Expenses	1,302.88
Bank Charges & Fees	318.00
Credit Card Fees	84,826.33
Damages	16,825.07
Deprec Exp	6,748.00
Dues	7,708.75
Employee Benefits/Retirement	19,322.28
Employer 401K	6,587.72
Insurance	4,873.68
Interest Paid	59,660.75
Legal & Professional Services	3,028.45
Office Supplies & Software	280,169.51
Payroll	336,000.00
Rent	132,081.00
Repairs & Maintenance	122,302.01
Sales Taxes	7,138.06
Severance	998.00
Security	1,245.24
Supplies	9.00
Taxes & Licenses	1,048.89
Telephone/Internet	5,108.50
Temp Labor	1,173.79
Uniform	96,180.30
Utilities	1,287,818.87
Total Expenses	1,487,818.87
Net Operating Income	94,140.98
Other Income	
Gain (Loss) on Asset Sale	190,000.00
Incentive Programs	10,446.84
Total Other Income	190,446.84
Net Other Income	190,446.84
Net Income	384,587.82

5 Year Projection
6201 W Ogden Ave, Berwyn IL

11/3/16		Year 1 2,017	Year 2 2,018	Year 3 2,019	Year 4 2,020	Year 5 2,021
INCOME-monthly						
CARWASH	12K @ \$5	60,000	74,000	88,000	99,500	99,000
Store	15K @ 30%	4,500	4,500	4,500	4,500	4,300
Gasoline	50k @ .20	10,000	13,750	15,000	15,000	15,000
	Monthly GP	74,500	92,250	107,500	113,000	118,500
EXPENSES						
R.E. TAXES		5,000	5,000	6,000	6,000	6,000
SALARIES		24,000	26,000	28,000	30,000	32,000
Armored Car		300	350	350	350	350
Office		300	250	400	400	400
Commissions		500	750	1,000	1,000	1,000
INSURANCE		1,800	1,200	1,400	1,400	1,400
SECURITY		100	100	100	100	100
Heating Gas		600	700	800	800	800
Electric		3,000	3,500	4,000	4,000	4,000
PHONE		300	300	300	300	300
SCAVENGER		300	250	400	400	400
Support			500	550	550	550
MAINTENANCE		1,000	3,000	4,000	5,000	6,000
LICENSES		250	250	250	250	250
CC FEES		2,000	2,500	3,000	3,000	3,000
PROP FEES		200	200	200	200	200
DAMAGES		200	200	200	200	200
Stom supplies		200	250	300	300	300
Car Wash Supplies (.40 per car)		4,800	5,600	6,400	6,800	7,200
UNIFORMS		250	300	300	300	300
Water		3,000	3,500	4,000	5,000	5,000
Advertising		100	100	100	100	100
	TL EXP	47,400	55,000	62,050	66,450	69,850
	NET BEFORE DEBT SERVICE OR ROI	27,100	40,250	45,450	46,550	48,650

Applicant WSSS LLC
Address 6201-6323 Ogden
PIN 16-32-121-010 through D17
2021 Tax Rate 14.6810%
2021 State Multiplier 3.0027

<u>Without Class 2c</u>				<u>010-017 Only</u>		<u>16-32-121-018</u>	<u>All PINs</u>
<u>Year</u>	<u>Market Value</u>	<u>Level of Assessment</u>	<u>Assessment</u>	<u>RE TAX</u>		<u>RE TAX</u>	<u>Total</u>
2023 (reassessment)	\$ 1,183,332	25%	295,833	\$ 130,410.99		\$72,500.95	\$ 202,911.94
2024	\$ 1,183,332	25%	295,833	\$ 130,410.99		\$72,500.95	\$ 202,911.94
2025	\$ 1,183,332	25%	295,833	\$ 130,410.99		\$72,500.95	\$ 202,911.94
2026 (reassessment)	\$ 1,419,998	25%	355,000	\$ 156,493.19		\$87,001.14	\$ 243,494.33
2027	\$ 1,419,998	25%	355,000	\$ 156,493.19		\$87,001.14	\$ 243,494.33
2028	\$ 1,419,998	25%	355,000	\$ 156,493.19		\$ 87,001.14	\$ 243,494.33
<u>Total</u>				\$ 860,712.55		\$478,506.27	\$ 1,339,218.82

<u>Class 2c</u>						<u>16-32-121-018</u>	<u>All PINs</u>
<u>Year</u>	<u>Market Value</u>	<u>Level of Assessment</u>	<u>Assessment</u>	<u>RE TAX</u>		<u>RE TAX</u>	<u>Total</u>
2023 (reassessment)	\$ 1,183,332	10%	118,333	\$ 52,164.40		\$29,000.38	\$ 81,164.78
2024	\$ 1,183,332	10%	118,333	\$ 52,164.40		\$29,000.38	\$ 81,164.78
2025	\$ 1,183,332	10%	118,333	\$ 52,164.40		\$29,000.38	\$ 81,164.78
2026 (reassessment)	\$ 1,419,998	15%	213,000	\$ 93,895.91		\$52,200.69	\$ 146,096.60
2027	\$ 1,419,998	20%	284,000	\$ 125,194.55		\$69,600.91	\$ 194,795.46
2028	\$ 1,419,998	25%	355,000	\$ 156,493.19		\$ 87,001.14	\$ 243,494.33
<u>Total</u>				\$ 532,076.85		\$295,803.88	\$ 827,880.73

Assumptions:

The assessment was increased by 20% in every reassessment year.
 All real estate tax amounts were calculated using the current 2021 tax rate and State Multiplier.
 The level of assessment phases up to 15% in 2026 and 20% in 2027 if the incentive is renewed for 2023.

WSSS, LLC Rental Income/ Expense Projections

<u>Without any 7c</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Rent	408,000.00*	408,000.00	408,000.00	408,000.00	408,000.00
Mortgage	126,966.36	126,966.36	126,966.36	126,966.36	126,966.36
SBA Loan	115,122.36	115,122.36	115,122.36	115,122.36	115,122.36
Real Estate Taxes	202,911.94	202,911.94	202,911.94	243,494.33	243,494.33
Net	-37,000.66**	-37,000.66	-37,000.66	-77,583.05	-77,583.05

<u>With 7c as to 018 only</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Rent	408,000.00	408,000.00	408,000.00	408,000.00	408,000.00
Mortgage	126,966.36	126,966.36	126,966.36	126,966.36	126,966.36
SBA Loan	115,122.36	115,122.36	115,122.36	115,122.36	115,122.36
Real Estate Taxes	159,411.37	159,411.37	159,411.37	208,693.88	226,094.10
Net	+6,499.91	+6,499.91	+6,499.91	-42,782.60	-60,182.82

*The rental portion for the Harvey offices of \$6,000.00 has been removed. This rent was premised upon the mortgage on that property of \$2,429.95 and real estate taxes of \$3,081.60 per month.

**Rents would need to be increased to meet the debt service which would reduce the P&L accordingly.

The City of Berwyn



Robert J. Lovero
Mayor

F-1

A Century of Progress with Pride

December 27, 2022

Members of City Council

Re: Office of the Mayor Presents the Junior State of America Morton West Chapter Members/Youth Leaders with Certificate of Appreciation for Volunteerism

City Council Members:

It is with great community pride that I present the J. Sterling Morton West Junior State of America (JSA) Chapter members and city youth leaders with the *You Make the Difference Certificate of Appreciation* for their dedicated volunteerism and community outreach in the City of Berwyn throughout the year.

Volunteerism can take on many forms: whether helping raise awareness on available city resources, providing outreach support, or helping with the city's annual holiday charitable food justice events, these young city leaders are dependable, passionate, and committed.

Please join me in acknowledging the following JSA/City Youth Leaders:

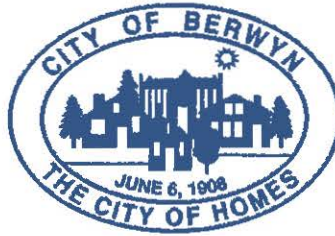
Yadira Padilla	David Bonilla Jr.
Alexis Aleman	Nyla Lawson
Isaac Sanchez	Valeria Contreras
Jazmin Gonzaga	Monse Gonzalez
Diana Ricardo	Diego Valle
Matthew Cory	Anabelle Quiroz
Maritza Castañeda	Isabella I. Irizarry
Claudia I. Alvarez	Melanie Hayes
Jonathan Carrillo	Pauline Gumin

You truly make a difference. Thank you.

Respectfully,

Robert J. Lovero
Mayor

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

F-2

December 27, 2022

Members of City Council

Re: Appointment of Robert Pilch to the 9-1-1 Board-Emergency Telephone System

Council Members:

In order to address a vacancy on the 9-1-1 Board, I am recommending Robert Pilch to fill this position. Mr. Pilch has 17 plus years as a 1st responder with the Berwyn Fire Department. Engineer Pilch has expressed great interest in serving and contributing for the betterment of the board.

I ask that you concur with my recommendation to appoint Robert Pilch to the 9-1-1 Board for a 3 year term limit beginning January 6, 2023.

Respectfully,

Robert J. Lovero
Mayor

December 6, 2022

To: Kris Coniglio
President
Emergency Telephone Systems Board
City of Berwyn

From: Carl J. Reina
Deputy Chief
Berwyn Fire Department

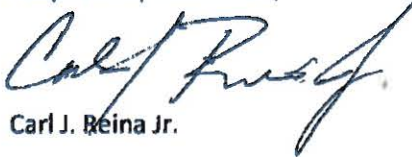
RE: Resignation from the Emergency Telephone Systems Board

Chief Coniglio,

Please let this letter serve as notification of my intent to resign from the City of Berwyn emergency Telephone Systems Board effective January 6, 2023. It has been an honor to serve the citizens of Berwyn, the city administration as well as serve with the members of this most important board.

Should you need anything further, please contact me as soon as possible.

Respectfully Submitted,



Carl J. Reina Jr.

CITY OF BERWYN EMERGENCY TELEPHONE SYSTEM BOARD



6401 W. 31ST STREET • BERWYN, ILLINOIS 60402-3106

PHONE (708)795-5600 • FAX (708)795-5627 • EMERGENCY 9-1-1

December 20, 2022

To: Mayor Robert J. Lovero

RE: Emergency Telephone System Board (Vacated Position)

Mr. Mayor

This letter is inform you that due to Carl Reina's retirement from the Fire Department he has subsequently submitted his resignation letter to the ETSB. I would like to thank Carl for his years of service to the ETSB.

I respectfully request that you consider Rob Pilch as his replacement. Rob has many attributes that would make him a fine addition to the ETSB

If appointed, Rob's position on the Emergency Telephone System Board carries a two (2) year term.

Thank you for your consideration on this matter.

Respectfully,

A handwritten signature in cursive script that reads "Kris Coniglio".

Kris Coniglio
Chairman (ETSB)



BERWYN FIRE DEPARTMENT

6700 W. 26th Street Berwyn, IL 60402-0701
708-484-1644



Thomas A. Hayes
Fire Chief
thayes@ci.berwyn.il.us

Mayor Robert J. Lovero

Kris A. Coniglio
Assistant Fire Chief
kconiglio@ci.berwyn.il.us

From: Robert Pilch
To: ETSB Director Kris Coniglio
Subject: City of Berwyn ETSB Vacancy
Date: December 15, 2022

My name is Robert Pilch and I am a member of the Berwyn Fire Department. I would like to take this opportunity to express my interest in filling the vacancy on the City of Berwyn's ETSB. My past experience and knowledge may be of benefit to your group. Any and all consideration will be greatly appreciated. Please feel free to contact me at 708.609.9432 or rpilch@ci.berwyn.il.us if you should have any questions or concerns. Thank you for your time and consideration.

Respectfully,

A handwritten signature in cursive script that reads "Robert Pilch".

Robert Pilch

The City of Berwyn



Robert J. Lovero
Mayor

A Century of Progress with Pride

F-3

December 27, 2022

Members of City Council

Re: Emergency Telephone System 911 Board Reappointments

Council Members:

I am seeking to reappoint the following individuals who represent the City of Berwyn's public safety agencies to the Emergency Telephone System Board.

<u>Name</u>	<u>3 year Term Expiration Date</u>
Kris Coniglio	September 11, 2024
Thomas Hayes	September 11, 2024

I would ask that City Council concur with my recommendation of Kris Coniglio & Thomas Hayes and approve their reappointments.

Respectfully,

Robert J. Lovero

Mayor



CITY OF BERWYN FIRE & POLICE COMMISSION

Mayor Robert J. Lovero
Alderman Richard Leja, Chairman of Police and Fire Committee
Fire Chief Thomas Hayes
City Clerk Margaret M. Paul
City Treasurer Robert Reyes
Members of the Berwyn City Council

I-1

INFORMATIONAL

Date: 12/19/2022

RE: Probationary Firefighter / Paramedic – STRICKER, ELIZABETH ANN

At the request of Fire Chief Thomas Hayes, and with the approval of the Berwyn City Council, the Berwyn Fire and Police Commission contacted the next eligible candidate on the Fire Department Candidates Eligibility list. This Candidates list was posted with the Berwyn City Clerk and is on public display with the Clerk’s Office and the City website.

We, the members of the Berwyn Fire and Police Commission, certify that STRICKER, ELIZABETH ANN in accordance with the Rules and Regulations of the Commission and the State of Illinois as the next eligible candidate on the entry level eligibility list with the effective start date of 1/3/2023

Gil Pena, Chairman

Ana Espinoza, Commissioner

Alice Solis, Commissioner

Ken Waszak, Commissioner

Daniel Treadwell, Commissioner

Tony Laureto, Commissioner/Secretary



CITY OF BERWYN FIRE & POLICE COMMISSION

Mayor Robert J. Lovero
Alderman Richard Leja, Chairman of Fire and Police Committee
Chief Thomas Hayes
City Clerk Margaret M. Paul
City Treasurer Robert Reyes
Members of the City Council

I-2

Informational

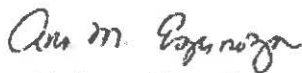
Date: 12/15/2022
RE: Promotion of Brandon Keag


At the request of Fire Chief Thomas Hayes and with the approval of the Berwyn City Council the Berwyn Fire and Police Commission contacted the next eligible candidate on the Fire Department promotion list. This promotion list was posted and is on display with the Clerk's office.

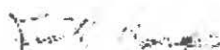
We the members of the Berwyn Fire and Police Commission, certify that Brandon Keag is in good standing with the fire department. In accordance with the Rules and Regulations of the Commission and the State of Illinois as the next eligible candidate on the Fire Department Lieutenants promotion list.
Effective promotion start date of 1/6/2023

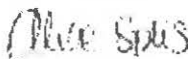
Board of Fire and Police Commissioners


Gil Pena, Chairman


Ana Espinoza, Commissioner


Daniel Treadwell, Commissioner


Ken Waszak, Commissioner


Alice Solis, Commissioner


Tony J. Laureto, Secretary



CITY OF BERWYN FIRE & POLICE COMMISSION

Mayor Robert J. Lovero
Alderman Richard Leja, Chairman of Fire and Police Committee
Chief Thomas Hayes
City Clerk Margaret M. Paul
City Treasurer Robert Reyes
Members of the City Council

I-3

Informational

Date: 12/15/2022
RE: Promotion of Derek Mijares

At the request of Fire Chief Thomas Hayes and with the approval of the Berwyn City Council the Berwyn Fire and Police Commission contacted the next eligible candidate on the Fire Department promotion list. This promotion list was posted and is on display with the Clerk's office.

We the members of the Berwyn Fire and Police Commission, certify that Derek Mijares is in good standing with the fire department. In accordance with the Rules and Regulations of the Commission and the State of Illinois as the next eligible candidate on the Fire Department Lieutenants promotion list.

Effective promotion start date of 1/7/2023

Board of Fire and Police Commissioners

Gil Pena, Chairman

Ana Espinoza, Commissioner

Daniel Treadwell, Commissioner

Ken Waszak, Commissioner

Alice Solis, Commissioner

Tony J. Laureto, Secretary



BERWYN FIRE DEPARTMENT

6700 W. 26th St., Berwyn, IL 60402-0701
708-484-1644

Thomas A. Hayes
Fire Chief

Mayor Robert J. Lovero

Kris A. Coniglio
Assistant Fire Chief

December 15, 2022

To: Mayor Robert Lovero
Members of City Council
From: Fire Chief Thomas A. Hayes
Re: Promotion of Marc Agnello to Engineer
Informational

J-1

Honorable Mayor and Members of City Council,

I am pleased to introduce Firefighter/Paramedic Marc Agnello to be sworn in as Engineer with the effective date of January 7, 2023. This promotion was approved at the December 13, 2022 City Council meeting.

Respectfully submitted,

A handwritten signature in black ink that reads "Thomas A. Hayes".

Thomas A. Hayes
Fire Chief



BERWYN FIRE DEPARTMENT

6700 W. 26th St., Berwyn, IL 60402-0701
708-484-1644

Thomas A. Hayes
Fire Chief

Mayor Robert J. Lovero

Kris A. Coniglio
Assistant Fire Chief

December 15, 2022

To: Mayor Robert Lovero
Members of City Council
From: Fire Chief Thomas A. Hayes
Re: Swearing in of Michael Lyons
Informational

J-2

Honorable Mayor and Members of City Council,

I am pleased to introduce Lieutenant Michael Lyons to be sworn in as Battalion Chief with the effective date of January 6, 2023.

Respectfully submitted,

A handwritten signature in black ink that reads "Thomas A. Hayes".

Thomas A. Hayes
Fire Chief



BERWYN FIRE DEPARTMENT

6700 W. 26th St., Berwyn, IL 60402-0701
708-484-1644

Thomas A. Hayes
Fire Chief

Mayor Robert J. Lovero

Kris A. Coniglio
Assistant Fire Chief

December 15, 2022

To: Mayor Robert Lovero
Members of City Council
From: Fire Chief Thomas A. Hayes
Re: Swearing in of Robert Pilch
Informational

J-3

Honorable Mayor and Members of City Council,

I am pleased to introduce Engineer Robert Pilch to be sworn in as Division Chief with the effective date of January 1, 2023.

Respectfully submitted,

A handwritten signature in black ink that reads "Thomas A. Hayes".

Thomas A. Hayes
Fire Chief



A Century of Progress with Pride

J-4

Date: December 20, 2022

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

Re: Recommendation to award bid for removal of two underground storage tanks.

In 1990, the City of Berwyn hired Mankoff Industries to remove the leaking underground storage tanks located on the south side of City Hall under what is now the Center Fire House. Mankoff removed contaminated water from the tanks, removed the tanks themselves and removed several hundred yards of contaminated soils. The City paid Mankoff \$259,551.00 for the work although a NFR (No Further Remediation) Letter appears to have never been received. Recently, the IEPA sent the City notice that this leak must be finalized. Being that this was over 30 years ago, the regulations have changed and we will need to hire a firm to investigate, recommend and perform the necessary remediation efforts to secure a NFR letter and close this project.


I have reviewed the documents the City has on file, am recommending that because Berwyn is a home rule community, and has an existing relationship with PTE that we waive the sealed bid process. This would be in lieu of the QBS selection process and to expedite the data collection and any possible clean up that may be necessary. There is no conflict of interest based on previous performance and contract with PTE to complete this project. PTE was the lowest qualified bidder for the Public Works leaking Fuel Tank removal and remediation and subsequent NFR letter at Public Works.

I have attached the proposal provided by PTE for this project for your review and approval. During my discussions with PTE, we discussed the amount already paid for the work. It appears that the original contract and work efforts performed were not submitted to the EPA for LUST fund reimbursement considerations. In our discussion, PTE believes there is a 50/50 chance to receive a retroactive reimbursement of up to \$100,000.00 plus dollars. In addition, I am requesting a contingency of 20% of the project (\$7,110.00) to cover additional contamination above the estimated scope of the project.

Recommended Actions:

I recommend award of the Underground Storage Tank Investigation and contamination report to Petroleum Technologies Equipment for \$ 35,550.00 and a 20% contingency (\$7,110.00) for a total project cost of \$44,660.00. This includes requesting PTE to file the necessary paperwork for consideration of Leaking Underground Storage Tank (LUST) fund grant reimbursement for previous monies paid to Mankoff Industries.

Respectfully,


Robert Schiller
Director of Public Works



8447 W. 44th Place, Lyons, Illinois 60534 Ph (708) 579-9189 Petrotech65@comcast.net www.petroleum-technology.com

December 19, 2022

Robert Schiller, Director of Public Works
CITY OF BERWYN
6700 W. 30th Street
Berwyn, IL 60402

RE: Environmental Consulting Services:
Stage 1 Site Investigation – Field Activities, Sampling & Data Evaluation
PROJECT: City of Berwyn City Hall, 6700 West 26th Street, Berwyn, Illinois
LUST Incident No.: 901027

Petroleum Technologies Equipment, Inc. submits this proposal to provide environmental consulting services for the response to the leaking underground storage tank (LUST) incident at the above referenced City of Berwyn City Hall site. The following presents our scope of work and cost proposal for the Stage 1 Site Investigation fieldwork, soil and groundwater sampling, and data evaluation activities.

Background

Following a limited soil boring investigation, the City of Berwyn reported a LUST release on April 18, 1990 for two (2) 3,000-gallon capacity gasoline underground storage tanks (USTs) that were installed in parking lot area adjacent to the southeast corner of the City Hall building. In January 1991, Mankoff Equipment Company (Mankoff) excavated and removed the two (2) USTs. Upon removal of the USTs, soils within and at the limits of the tank excavation exhibited strong hydrocarbon carbons. In February 1991, Mankoff returned to the site, along with their retained environmental consultant, Prairie Environmental Specialists, Inc. (Prairie), to excavate and remove approximately 2,284 cubic yards (yd³) of impacted soil materials for proper landfill disposal. The excavation and disposal activities continued until a suspect clean soil and/or structural/property boundary interface was encountered. Upon reaching the limits of the excavation cavity, Prairie collected 16 soil samples from the sidewalls and floor for laboratory analysis to determine the completeness of the remediation. The laboratory analysis indicated that eight (8) of the 16 soil samples exceeded the Illinois Environmental Protection Agency (IEPA) remediation objectives. Mankoff and Prairie returned to the site to excavate an additional 373 yd³ of impacted soil materials in accessible areas around impacted soil samples SS-8 and SS-13. Prairie collected four (4) additional soil samples (SS-17 through SS-20) from the extended excavation cavity, each of which were below the IEPA remediation objectives. Six (6) of the excavation sidewall samples (SS-1, SS-2, SS-3, SS-5, SS-9, and SS-14) could not be over excavated for removal due to a structural or property boundary limitation. Prairie documented the UST removal and soil remediation activities in a *Report of Findings for UST Cavity Closure Assessment*, dated March 19, 1991, which was received by the IEPA on April 7, 1991.

In May 1991, Prairie returned to the site to conduct a soil investigation consisting of eight (8) soil borings to determine the possible extent of soil impaction. Of the 12 samples collected, soil samples from three (3) of the soil borings (SB-1, SB-2 and SB-7) exhibited concentrations of contaminants above the IEPA remediation objectives. Prairie documented the results of the May 1991 soil investigation in a *Report of*

Findings for Soil Boring Investigation, dated June 12, 1991, which was received by the IEPA on August 16, 1991. No plans or reports were submitted to the IEPA following this one.

On July 1, 2009, June 16, 2020, September 30, 2020, and August 11, 2022, the IEPA issued letters to the City of Berwyn inquiring about the status of the investigation and remediation of the LUST incident. The August 11, 2022 specifically states that "a site investigation must be completed to determine the full extent of contamination resulting from the release," after which a corrective action may be needed to address the residual impactation. This letter also indicated that the information required in the *20-Day Certification and 45-Day Report* has not been received by the IEPA.

IEPA regulations require that the extent of soil and groundwater contamination be delineated prior to determining the appropriate remedial strategy needed to address the residual impactation. These delineation activities are conducted in the "Site Investigation" phase. The Stage 1 Site Investigation consists of the collection of on-site soil samples outward from the excavation area and on-site groundwater samples, if groundwater is encountered, at prescribed areas of the site. To determine the current levels of impactation at the off-site samples that were above the IEPA remediation objectives during the 1991 remediation activities, GWC also proposes to resample these locations during the Stage 1 Site Investigation activities.

TASK ONE:

PTE, Inc. will obtain the formal eligibility and deductible letter from the Office of Illinois State Fire Marshal (OSFM) to access the LUST Fund. PTE, Inc. will prepare and submit Early Action reimbursement claim for costs paid to Mankoff.

COST PROPOSAL FOR OSFM ELIGIBILITY & REIMBURSEMENT

PTE Inc. will complete the proposed scope of work, as detailed in this proposal in accordance with the following costs schedule:

1) CONSULTING PERSONNEL COSTS **\$1,550.00**

TASK TWO:

Based upon the soil sample results and observance of soil impactation in contact with groundwater, the IEPA regulations and recent IEPA review letter require that a Stage 1 Site Investigation be conducted to define the extent of the contamination. The Stage 1 Site Investigation will primarily involve required study activities and the installation of six (6) soil borings and five (5) soil boring/groundwater monitoring wells on the property. The IEPA regulations prescribe the amount and scope of Stage 1 field activities but do not allow for pre-approval of work tasks.

PTE, Inc. shall coordinate the project upon approval of this proposal. Drilling activities shall follow JULIE utility coordination. As the facility is owned by the City, PTE, Inc, also asks that the City thoroughly locate any utilities that may be present in the areas where drilling will occur. Groundwater monitoring and sampling activities will be conducted at least one (1) week following installation of the groundwater monitoring wells.

Following receipt and interpretation of the soil and groundwater analytical results, PTE Inc. will prepare a supplemental proposal for next steps based on the results of this investigation.

COST PROPOSAL FOR STAGE 1 SITE INVESTIGATION

PTE, Inc. will complete the proposed scope of work, as detailed in this Proposal, in accordance with the following costs schedule:

1) DRILLING AND MONITORING WELL COSTS Six (6) soil borings and five (5) soil boring/monitoring wells	\$	9,457.00
2) ANALYTICAL COSTS 33 BTEX soil, 5 BTEX groundwater	\$	3,850.00
3) REMEDIATION & DISPOSAL COSTS Five (5) drums of soil cuttings	\$	2,248.00
3) CONSULTING PERSONNEL COSTS Project setup, investigation, results analysis	\$	16,139.00
4) CONSULTANT'S MATERIALS COSTS	\$	<u>2,306.00</u>
SUBTOTAL COST ESTIMATE-STAGE 1 SITE INVESTIGATION ACTIVITIES	\$	34,000.00

Terms: Payment in full when invoiced.

Respectfully submitted,

Thomas Doherty

Petroleum Technologies Equipment, Inc.

Petrotech65@comcast.net

708-426-0400

Client: City of Berwyn

NAME: _____

SIGNATURE: _____

DATE: _____

<u>BATCH</u>	<u>CK DATE</u>	<u>GROSS</u>	<u>FED</u>	<u>EMPLOYER FICA</u>	<u>EMPLOYER MEDICARE</u>	<u>STATE</u>
2202226	12/21/2022	1,433,842.88	165,547.71	30,932.93	19,655.97	59,861.07
FEDERAL	Federal	216,136.61				
STATE	State	59,861.07				

K-1



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X

Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/22 - 12/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 02 - Mayor's Office										
Account 5220 - Training, Dues & Publications										
5647 - El Dia Newspaper	2022-00001416	Mayor's Thanksgiving Ad	Paid by Check # 65457		12/22/2022	12/22/2022	12/22/2022		12/28/2022	800.00
							Account 5220 - Training, Dues & Publications Totals		Invoice Transactions 1	<u>\$800.00</u>
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2349105	Mayors Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	591.30
5669 - Garvey's Office Products	PINV2341102	Mayors Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	165.69
5669 - Garvey's Office Products	PINV2341789	Mayors Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	9.98
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 3	<u>\$766.97</u>
Account 5290 - Other General Expenses										
5594 - Chase	2022-00001388	Chase Credit Card Purchases	Paid by Check # 65373		12/16/2022	12/16/2022	12/16/2022		12/16/2022	225.15
							Account 5290 - Other General Expenses Totals		Invoice Transactions 1	<u>\$225.15</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	13.22
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$13.22</u>
Department 02 - Mayor's Office Totals										
									Invoice Transactions 6	<u>\$1,805.34</u>
Department 03 - City Administrator's Office										
Account 5225 - Supplies										
4740 - HRdirect / gNeil	INV12683204	HR Posters	Paid by Check # 65336		12/13/2022	12/13/2022	12/13/2022		12/15/2022	84.99
							Account 5225 - Supplies Totals		Invoice Transactions 1	<u>\$84.99</u>
Account 5290 - Other General Expenses										
6126 - Verizon	9921488076	Oct. 26 - Nov. 25 2022	Paid by Check # 65342		12/13/2022	12/13/2022	12/13/2022		12/15/2022	228.58
5594 - Chase	2022-00001388	Chase Credit Card Purchases	Paid by Check # 65373		12/16/2022	12/16/2022	12/16/2022		12/16/2022	531.26
							Account 5290 - Other General Expenses Totals		Invoice Transactions 2	<u>\$759.84</u>
Account 5300 - Professional Services										
2961 - Miguel A. Santiago Consulting, Inc	DECEMBER2022	Consulting Services Dec. 2022	Paid by Check # 65339		12/13/2022	12/13/2022	12/13/2022		12/15/2022	4,000.00
							Account 5300 - Professional Services Totals		Invoice Transactions 1	<u>\$4,000.00</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	13.22
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$13.22</u>
							Department 03 - City Administrator's Office Totals		Invoice Transactions 5	<u>\$4,858.05</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/22 - 12/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 04 - City Clerk's Office										
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	155.79
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$155.79</u>
							Department 04 - City Clerk's Office Totals	Invoice Transactions 1		<u>\$155.79</u>
Department 08 - City Council										
Account 5200-01 - Administrative Expenses Ward 1										
78 - Berwyn Development Corporation	22386	BDC After Hours 2022 / James Scott Lennon	Paid by Check # 65346		12/15/2022	12/15/2022	12/15/2022		12/16/2022	25.00
							Account 5200-01 - Administrative Expenses Ward 1 Totals	Invoice Transactions 1		<u>\$25.00</u>
							Department 08 - City Council Totals	Invoice Transactions 1		<u>\$25.00</u>
Department 10 - Legal										
Account 5300 - Professional Services										
2021 - Del Galdo Law Group, LLC	29960	Legal Services Nov. 2022	Paid by Check # 65351		12/15/2022	12/15/2022	12/15/2022		12/16/2022	10,981.59
2021 - Del Galdo Law Group, LLC	29961	Legal Services Nov. 2022	Paid by Check # 65351		12/15/2022	12/15/2022	12/15/2022		12/16/2022	36,494.59
5601 - Servicios Fuentes LTD	DECEMBER2022	Legal Services Dec. 2022	Paid by Check # 65473		12/21/2022	12/21/2022	12/21/2022		12/28/2022	825.00
							Account 5300 - Professional Services Totals	Invoice Transactions 3		<u>\$48,301.18</u>
							Department 10 - Legal Totals	Invoice Transactions 3		<u>\$48,301.18</u>
Department 12 - Finance										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2348582	Finance Dept Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	309.55
							Account 5225-01 - Supplies Office Totals	Invoice Transactions 1		<u>\$309.55</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	64.64
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$64.64</u>
Sub Department 11 - Collector's Office										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2349653	Collectors Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	897.82
							Account 5225-01 - Supplies Office Totals	Invoice Transactions 1		<u>\$897.82</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	24.80
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$24.80</u>
							Sub Department 11 - Collector's Office Totals	Invoice Transactions 2		<u>\$922.62</u>
							Department 12 - Finance Totals	Invoice Transactions 4		<u>\$1,296.81</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 12/15/22 - 12/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 16 - Information Technology										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2349652	I.T. Dept. Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	246.65
5669 - Garvey's Office Products	PINV2347268	I.T. Dept. Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	249.97
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 2	<u>\$496.62</u>
Account 5290 - Other General Expenses										
4951 - COTG	IN4084086	Flat Rate printers/Monthly	Paid by Check # 65301		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,360.84
5820 - SYNCB / AMAZON	2022-00001391	Printer repair, USB-C, SSD mag charger	Paid by Check # 65419		12/16/2022	12/16/2022	12/16/2022		12/21/2022	913.46
							Account 5290 - Other General Expenses Totals		Invoice Transactions 2	<u>\$2,274.30</u>
Account 5410 - Hardware Maintenance										
4027 - AT&T	SB263722	ATT Onsite/Repair hourly	Paid by Check # 65296		12/12/2022	12/12/2022	12/12/2022		12/15/2022	564.38
							Account 5410 - Hardware Maintenance Totals		Invoice Transactions 1	<u>\$564.38</u>
Account 5510 - Hardware Purchase										
1800 - CDW Government, Inc.	FL48739	Printer replacement, toner, wasabi overage	Paid by Check # 65452		12/21/2022	12/21/2022	12/21/2022		12/28/2022	183.33
1800 - CDW Government, Inc.	FN26397	Printer replacement, toner, wasabi overage	Paid by Check # 65452		12/21/2022	12/21/2022	12/21/2022		12/28/2022	6.34
							Account 5510 - Hardware Purchase Totals		Invoice Transactions 2	<u>\$189.57</u>
Account 5530 - Network Infrastructure										
4024 - AT & T	708484064712	AT&T POTs/ IP Flex monthly	Paid by Check # 65375		12/16/2022	12/16/2022	12/16/2022		12/21/2022	97.89
4024 - AT & T	708484301112-5	AT&T POTs/ IP Flex monthly	Paid by Check # 65375		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,219.13
							Account 5530 - Network Infrastructure Totals		Invoice Transactions 2	<u>\$1,317.02</u>
							Department 16 - Information Technology Totals		Invoice Transactions 9	<u>\$4,841.99</u>
Department 17 - Administrative										
Account 5210 - Vehicle Gas & Oil										
1641 - Al Warren Oil Company	W1524839	Vehicle Gas & Oil Dec. 2022	Paid by Check # 65294		12/12/2022	12/12/2022	12/12/2022		12/15/2022	9,873.86
1641 - Al Warren Oil Company	W1525777	Vehicle Gas & Oil Dec. 2022	Paid by Check # 65440		12/22/2022	12/22/2022	12/22/2022		12/28/2022	8,275.25
							Account 5210 - Vehicle Gas & Oil Totals		Invoice Transactions 2	<u>\$18,149.11</u>
							Department 17 - Administrative Totals		Invoice Transactions 2	<u>\$18,149.11</u>
Department 18 - Fire Department										
Account 5205 - Utilities										
1209 - Nicor Gas	2022-00001382	Natural Gas Deliveries	Paid by Check # 65353		12/15/2022	12/15/2022	12/15/2022		12/16/2022	1,738.29
1209 - Nicor Gas	2022-00001383	Natural Gas Deliveries	Paid by Check # 65353		12/15/2022	12/15/2022	12/15/2022		12/16/2022	282.39



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Payment Date Range 12/15/22 - 12/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 18 - Fire Department										
Account 5205 - Utilities										
4095 - Symmetry Energy Solutions, LLC	15598594	natural gas deliveries	Paid by Check # 65474		12/22/2022	12/22/2022	12/22/2022		12/28/2022	523.15
							Account 5205 - Utilities Totals	Invoice Transactions 3		<u>\$2,543.83</u>
Account 5215 - Telephone										
989 - T-Mobile	978536494-11	Wireless Service	Paid by Check # 65326		12/12/2022	12/12/2022	12/12/2022		12/15/2022	651.35
							Account 5215 - Telephone Totals	Invoice Transactions 1		<u>\$651.35</u>
Account 5220 - Training, Dues & Publications										
117 - Village of Romeoville Fire Academy	2022-691	Vehicle Machinery Ops	Paid by Check # 65329		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,800.00
							Account 5220 - Training, Dues & Publications Totals	Invoice Transactions 1		<u>\$1,800.00</u>
Account 5225 - Supplies										
1171 - US Gas	406738	Cylinder Rental	Paid by Check # 65327		12/12/2022	12/12/2022	12/12/2022		12/15/2022	388.80
1171 - US Gas	398096	Medical Compressed Oxygen Cylinders	Paid by Check # 65327		12/12/2022	12/12/2022	12/12/2022		12/15/2022	122.90
1171 - US Gas	398487	Medical Compressed Oxygen Cylinders	Paid by Check # 65327		12/12/2022	12/12/2022	12/12/2022		12/15/2022	136.90
4907 - Building Services of America, LLC	82294	Toiletries For All Three Fire Houses Inv. 82294	Paid by Check # 65450		12/21/2022	12/21/2022	12/21/2022		12/28/2022	1,205.10
							Account 5225 - Supplies Totals	Invoice Transactions 4		<u>\$1,853.70</u>
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2346747	Fire Dept Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	225.00
5669 - Garvey's Office Products	PINV2348560	Fire Dept Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	397.45
							Account 5225-01 - Supplies Office Totals	Invoice Transactions 2		<u>\$622.45</u>
Account 5290 - Other General Expenses										
133 - Municipal Emergency SVCS	IN1796635	Name Plate	Paid by Check # 65320		12/12/2022	12/12/2022	12/12/2022		12/15/2022	18.15
							Account 5290 - Other General Expenses Totals	Invoice Transactions 1		<u>\$18.15</u>
Account 5400-30 - Repairs & Maintenance Building										
261 - Hastings Air-Energy Control	I97280	F.D. Building Supplies	Paid by Check # 65310		12/12/2022	12/12/2022	12/12/2022		12/15/2022	241.08
							Account 5400-30 - Repairs & Maintenance Building Totals	Invoice Transactions 1		<u>\$241.08</u>
Account 5400-31 - Repairs & Maintenance Fleet										
5872 - Cummins Sales And Service	F2-92715	Cooler kit	Paid by Check # 65302		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,553.44
6312 - Fire Apparatus & Supply Team	22-299	Vehicle Repairs	Paid by Check # 65307		12/12/2022	12/12/2022	12/12/2022		12/15/2022	396.38



Accounts Payable by G/L Distribution Report

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 18 - Fire Department										
Account 5400-31 - Repairs & Maintenance Fleet										
4688 - Fire Service, Inc.	IL-3911	Vehicle Repairs	Paid by Check # 65308		12/12/2022	12/12/2022	12/12/2022		12/15/2022	595.63
5950 - Legacy Fire Apparatus	17380	Pump tests	Paid by Check # 65315		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,260.00
6054 - MacQueen Emergency Group	P19679	Vehicle Repairs	Paid by Check # 65318		12/12/2022	12/12/2022	12/12/2022		12/15/2022	110.79
5831 - Zeigler Ford North Riverside	550283	Vehicle Repairs	Paid by Check # 65332		12/12/2022	12/12/2022	12/12/2022		12/15/2022	110.42
6054 - MacQueen Emergency Group	P19922	Vehicle Repairs	Paid by Check # 65467		12/21/2022	12/21/2022	12/21/2022		12/28/2022	77.45
1106 - Target Auto Parts	949597	Vehicle Maint. Nov. 2022 and one Sept. 2022 Inv.	Paid by Check # 65477		12/21/2022	12/21/2022	12/21/2022		12/28/2022	3,211.50
1106 - Target Auto Parts	949028	Auto Parts	Paid by Check # 65477		12/21/2022	12/21/2022	12/21/2022		12/28/2022	792.84
Account 5400-31 - Repairs & Maintenance Fleet Totals								Invoice Transactions 9		\$8,108.45
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	40.24
Account 5405 - Copier Maintenance Totals								Invoice Transactions 1		\$40.24
Account 5500 - Equipment										
1330 - Air One Equipment, Inc.	188277	1 - Super Vac Space Saver Battery Fan for Q901 Inv. 188277	Paid by Check # 65439		12/21/2022	12/21/2022	12/21/2022		12/28/2022	4,650.00
1330 - Air One Equipment, Inc.	188143	Total of 9 Cairns Helmets Inv's 188143 & 188142	Paid by Check # 65439		12/21/2022	12/21/2022	12/21/2022		12/28/2022	349.00
1330 - Air One Equipment, Inc.	188142	Total of 9 Cairns Helmets Inv's 188143 & 188142	Paid by Check # 65439		12/21/2022	12/21/2022	12/21/2022		12/28/2022	3,086.00
Account 5500 - Equipment Totals								Invoice Transactions 3		\$8,085.00
Account 5500-01 - Equipment Turnout Gear										
1330 - Air One Equipment, Inc.	187554	Bunker Gear	Paid by Check # 65292		12/12/2022	12/12/2022	12/12/2022		12/15/2022	3,903.00
Account 5500-01 - Equipment Turnout Gear Totals								Invoice Transactions 1		\$3,903.00
Department 18 - Fire Department Totals								Invoice Transactions 27		\$27,867.25
Department 20 - Police Department										
Account 5205 - Utilities										
1209 - Nicor Gas	2022-00001383	Natural Gas Deliveries	Paid by Check # 65353		12/15/2022	12/15/2022	12/15/2022		12/16/2022	751.70



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 20 - Police Department										
Account 5205 - Utilities										
4095 - Symmetry Energy Solutions, LLC	15598594	natural gas deliveries	Paid by Check # 65474		12/22/2022	12/22/2022	12/22/2022		12/28/2022	1,523.73
							Account 5205 - Utilities Totals		Invoice Transactions 2	\$2,275.43
Account 5215-01 - Telephone In-House										
478 - Comcast Cable	2022-00001419	Cable TV- Internet	Paid by Check # 65453		12/22/2022	12/22/2022	12/22/2022		12/28/2022	359.80
							Account 5215-01 - Telephone In-House Totals		Invoice Transactions 1	\$359.80
Account 5220 - Training, Dues & Publications										
3593 - Louis G. Mazza	40066506627	Training Reimbursement	Paid by Check # 65337		12/13/2022	12/13/2022	12/13/2022		12/15/2022	2,809.03
6205 - Medic First Aid International	1698870	CPR Training	Paid by Check # 65401		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,518.97
265 - Northeast Multi-Regional Training, Inc.	315723	Training / Sergio Moreno	Paid by Check # 65405		12/16/2022	12/16/2022	12/16/2022		12/21/2022	125.00
6280 - Street Cop Training	INV-005754	Training	Paid by Check # 65418		12/16/2022	12/16/2022	12/16/2022		12/21/2022	225.00
5130 - Tri-Tech Forensics	11/14/22-413	Training	Paid by Check # 65422		12/16/2022	12/16/2022	12/16/2022		12/21/2022	498.00
43 - Illinois Tactical Officers Association	03575	Training	Paid by Check # 65390		12/16/2022	12/16/2022	12/16/2022		12/21/2022	350.00
43 - Illinois Tactical Officers Association	03836	Training	Paid by Check # 65390		12/16/2022	12/16/2022	12/16/2022		12/21/2022	615.00
43 - Illinois Tactical Officers Association	03834	Training	Paid by Check # 65390		12/16/2022	12/16/2022	12/16/2022		12/21/2022	575.00
33466 - Joseph Manfredini	969205366	Expense Reimbursement	Paid by Check # 65466		12/22/2022	12/22/2022	12/22/2022		12/28/2022	1,048.76
							Account 5220 - Training, Dues & Publications Totals		Invoice Transactions 9	\$7,764.76
Account 5225 - Supplies										
783 - Special T Unlimited	42467	Juvenile Handouts	Paid by Check # 65324		12/12/2022	12/12/2022	12/12/2022		12/15/2022	2,439.56
							Account 5225 - Supplies Totals		Invoice Transactions 1	\$2,439.56
Account 5235 - Postage & Printing										
390 - Citadel	190018	Document Destruction	Paid by Check # 65381		12/16/2022	12/16/2022	12/16/2022		12/21/2022	180.45
465 - Diamond Graphics, Inc.	0102831555	White & Brown Kraft Envelopes	Paid by Check # 65383		12/16/2022	12/16/2022	12/16/2022		12/21/2022	418.00
465 - Diamond Graphics, Inc.	0102831600	Neighborhood Watch Newsletter	Paid by Check # 65383		12/16/2022	12/16/2022	12/16/2022		12/21/2022	8,387.00
							Account 5235 - Postage & Printing Totals		Invoice Transactions 3	\$8,985.45



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Fund 100 - General Fund										
Department 20 - Police Department										
Account 5290 - Other General Expenses										
30099 - Ray O'Herron Company, Inc.	2238028	Civilian Uniforms	Paid by Check		12/15/2022	12/15/2022	12/15/2022		12/16/2022	25.99
			# 65355							
1236 - Saber-Tooth Computing	7020	Website Updates	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	140.00
			# 65414							
4890 - Sprague Distributing Co.	2770	Neighborhood Watch Distribution	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	2,430.00
			# 65417							
391 - Tele-Tron Ace Hardware	99450	P.D. Supplies	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	29.90
			# 65420							
698 - Walgreens Company	500082001	Prisoner Medication	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	143.12
			# 65424							
4740 - HRdirect / gNeil	INV12683206	HR Posters	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	84.99
			# 65389							
5482 - JG Uniforms	106702	P.D. Uniforms	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	226.20
			# 65392							
5482 - JG Uniforms	106703	P.D. Uniforms	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	132.20
			# 65392							
5482 - JG Uniforms	105677	P.D. Uniforms	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	127.50
			# 65392							
5482 - JG Uniforms	104660	New Body Armor	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
			# 65392							
5482 - JG Uniforms	104661	New Body Armor	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
			# 65392							
5482 - JG Uniforms	104662	New Body Armor	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
			# 65392							
5482 - JG Uniforms	104663	New Body Armor	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
			# 65392							
5482 - JG Uniforms	104664	New Body Armor	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
			# 65392							
5482 - JG Uniforms	104665	New Body Armor	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
			# 65392							
5482 - JG Uniforms	104666	New Body Armor	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
			# 65392							
5482 - JG Uniforms	104667	New Body Armor	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
			# 65392							
5482 - JG Uniforms	104668	New Body Armor	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
			# 65392							
5482 - JG Uniforms	104669	New Body Armor	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
			# 65392							
5024 - Lynn Peavey Company	395973	Evidence Supplies	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	173.60
			# 65397							
4904 - R.E. Walsh & Associates, Inc.	23864	Fingerprint Classification	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	375.00
			# 65412							
4904 - R.E. Walsh & Associates, Inc.	23768	Fingerprint Investigative Services	Paid by Check		12/16/2022	12/16/2022	12/16/2022		12/21/2022	812.50
			# 65412							



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Fund 100 - General Fund										
Department 20 - Police Department										
Account 5290 - Other General Expenses										
4904 - R.E. Walsh & Associates, Inc.	23811	Fingerprint Investigative Services	Paid by Check # 65412		12/16/2022	12/16/2022	12/16/2022		12/21/2022	500.00
4904 - R.E. Walsh & Associates, Inc.	23837	Fingerprint Investigative Services	Paid by Check # 65412		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,375.00
							Account 5290 - Other General Expenses Totals		Invoice Transactions 24	\$10,341.00
Account 5400 - Repairs & Maintenance										
6071 - Car Reflections	22-263	Police Stripe Package	Paid by Check # 65379		12/16/2022	12/16/2022	12/16/2022		12/21/2022	795.00
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 1	\$795.00
Account 5400-30 - Repairs & Maintenance Building										
3638 - ClearView Plumbing & Sewer Corp	6334E	Emergency Repairs	Paid by Check # 65349		12/15/2022	12/15/2022	12/15/2022		12/16/2022	3,468.95
3638 - ClearView Plumbing & Sewer Corp	6308E	Emergency Repairs	Paid by Check # 65349		12/15/2022	12/15/2022	12/15/2022		12/16/2022	535.00
492 - Fuller Locksmith Service, Inc.	N35075	Single Cut Keys	Paid by Check # 65386		12/16/2022	12/16/2022	12/16/2022		12/21/2022	21.00
2712 - Twin Supplies, Inc.	14826P	Lighting Repairs	Paid by Check # 65423		12/16/2022	12/16/2022	12/16/2022		12/21/2022	170.00
294 - B. Davids Landscaping	2022-00001395	Landscaping Services	Paid by Check # 65377		12/16/2022	12/16/2022	12/16/2022		12/21/2022	9,520.00
5418 - Cintas Corporation	4140118334	Floor Mats	Paid by Check # 65380		12/16/2022	12/16/2022	12/16/2022		12/21/2022	210.35
							Account 5400-30 - Repairs & Maintenance Building Totals		Invoice Transactions 6	\$13,925.30
Account 5400-31 - Repairs & Maintenance Fleet										
31591 - Midas Auto Service Experts	1887088	Fleet Repair and Maintenance	Paid by Check # 65338		12/13/2022	12/13/2022	12/13/2022		12/15/2022	1,129.29
31591 - Midas Auto Service Experts	1887052	Vehicle Repairs	Paid by Check # 65404		12/16/2022	12/16/2022	12/16/2022		12/21/2022	499.98
31591 - Midas Auto Service Experts	1886956	Vehicle Repairs	Paid by Check # 65404		12/16/2022	12/16/2022	12/16/2022		12/21/2022	34.99
31591 - Midas Auto Service Experts	1887145	Vehicle Repairs	Paid by Check # 65404		12/16/2022	12/16/2022	12/16/2022		12/21/2022	84.99
5831 - Zeigler Ford North Riverside	705317	Vehicle Repairs	Paid by Check # 65425		12/16/2022	12/16/2022	12/16/2022		12/21/2022	120.00
5831 - Zeigler Ford North Riverside	705416	Vehicle Repairs	Paid by Check # 65482		12/22/2022	12/22/2022	12/22/2022		12/28/2022	220.00
2673 - Deece Automotive	47254	Vehicle Repairs	Paid by Check # 65454		12/22/2022	12/22/2022	12/22/2022		12/28/2022	3,201.00
							Account 5400-31 - Repairs & Maintenance Fleet Totals		Invoice Transactions 7	\$5,290.25



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Fund 100 - General Fund										
Department 20 - Police Department										
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	.01
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	\$0.01
Account 5415 - Software Maintenance										
3198 - Critical Reach	2407	Software Access	Paid by Check # 65350		12/15/2022	12/15/2022	12/15/2022		12/16/2022	1,295.00
5800 - Quicket Solutions	0001133	Software Access	Paid by Check # 65354		12/15/2022	12/15/2022	12/15/2022		12/16/2022	8,375.00
4919 - Everbridge, Inc.	M73357	Software Access renewal	Paid by Check # 65385		12/16/2022	12/16/2022	12/16/2022		12/21/2022	19,986.00
32555 - LexisNexis Risk Solutions	809209-20220930	Software Access	Paid by Check # 65396		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,315.00
32555 - LexisNexis Risk Solutions	809209-20221031	Software Access	Paid by Check # 65396		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,315.00
32555 - LexisNexis Risk Solutions	809209-20221130	Software Access	Paid by Check # 65396		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,315.00
							Account 5415 - Software Maintenance Totals		Invoice Transactions 6	\$33,601.00
Account 5500 - Equipment										
3589 - Promos 911, Inc.	10423	P.D. Equipment	Paid by Check # 65322		12/12/2022	12/12/2022	12/12/2022		12/15/2022	732.42
6444 - Avid Identification Systems, Inc	0065394-IN	P.D. Equipment	Paid by Check # 65376		12/16/2022	12/16/2022	12/16/2022		12/21/2022	545.10
							Account 5500 - Equipment Totals		Invoice Transactions 2	\$1,277.52
							Department 20 - Police Department Totals		Invoice Transactions 63	\$87,055.08
Department 22 - Fire & Police Commission										
Account 5290 - Other General Expenses										
3390 - Anthony J. Laureto	2022-00001414	Expense Reimbursement	Paid by Check # 65443		12/21/2022	12/21/2022	12/21/2022		12/28/2022	101.55
							Account 5290 - Other General Expenses Totals		Invoice Transactions 1	\$101.55
Account 5290-11 - Other General Expenses Pre-Employment Physicals										
6060 - Edward R. Kirby & Associates	44231	Polygraph Exam & Background Check	Paid by Check # 65305		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,327.10
6060 - Edward R. Kirby & Associates	44211	Polygraph Exam & Background Check	Paid by Check # 65305		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,260.90
6060 - Edward R. Kirby & Associates	44212	Polygraph Exam & Background Check	Paid by Check # 65305		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,252.00
6335 - Woodlake Occupational Health	24	Pre Employment Exams	Paid by Check # 65331		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,525.00



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Fund 100 - General Fund										
Department 22 - Fire & Police Commission										
Account 5290-11 - Other General Expenses Pre-Employment Physicals										
6335 - Woodlake Occupational Health	524	Pre Employment Exams	Paid by Check # 65331		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,065.00
							Account 5290-11 - Other General Expenses Pre-Employment Physicals Totals		Invoice Transactions 5	<u>\$6,430.00</u>
							Department 22 - Fire & Police Commission Totals		Invoice Transactions 6	<u>\$6,531.65</u>
Department 24 - Building/Neighborhood Affairs										
Account 5205 - Utilities										
1209 - Nicor Gas	2022-00001383	Natural Gas Deliveries	Paid by Check # 65353		12/15/2022	12/15/2022	12/15/2022		12/16/2022	390.36
4095 - Symmetry Energy Solutions, LLC	15598594	natural gas deliveries	Paid by Check # 65474		12/22/2022	12/22/2022	12/22/2022		12/28/2022	531.77
							Account 5205 - Utilities Totals		Invoice Transactions 2	<u>\$922.13</u>
Account 5210 - Vehicle Gas & Oil										
84 - Cassidy Tire	916020122	tires	Paid by Check # 65451		12/21/2022	12/21/2022	12/21/2022		12/28/2022	1,024.15
							Account 5210 - Vehicle Gas & Oil Totals		Invoice Transactions 1	<u>\$1,024.15</u>
Account 5215 - Telephone										
989 - T-Mobile	981081088-1	cell phone service	Paid by Check # 65476		12/21/2022	12/21/2022	12/21/2022		12/28/2022	2,611.77
							Account 5215 - Telephone Totals		Invoice Transactions 1	<u>\$2,611.77</u>
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2342456	Building Dept Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	776.15
5669 - Garvey's Office Products	PINV2343671	Building Dept Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	19.27
5669 - Garvey's Office Products	PINV2347994	Building Dept Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	611.54
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 3	<u>\$1,406.96</u>
Account 5235 - Postage & Printing										
465 - Diamond Graphics, Inc.	0102831583	print services	Paid by Check # 65303		12/12/2022	12/12/2022	12/12/2022		12/15/2022	3,664.00
459 - Federal Express Corporation	7-926-09429	mail/postage	Paid by Check # 65460		12/21/2022	12/21/2022	12/21/2022		12/28/2022	57.90
459 - Federal Express Corporation	7-933-90999	mail/postage	Paid by Check # 65460		12/21/2022	12/21/2022	12/21/2022		12/28/2022	45.32
459 - Federal Express Corporation	7-940-65090	mail/postage	Paid by Check # 65460		12/21/2022	12/21/2022	12/21/2022		12/28/2022	44.86
459 - Federal Express Corporation	9-639-62659	mail/postage	Paid by Check # 65460		12/21/2022	12/21/2022	12/21/2022		12/28/2022	3.47
459 - Federal Express Corporation	7-948-68447	mail/postage	Paid by Check # 65460		12/21/2022	12/21/2022	12/21/2022		12/28/2022	45.88



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Fund 100 - General Fund										
Department 24 - Building/Neighborhood Affairs										
Account 5235 - Postage & Printing										
459 - Federal Express Corporation	7-969-16221	mail/postage	Paid by Check # 65460		12/21/2022	12/21/2022	12/21/2022		12/28/2022	105.23
							Account 5235 - Postage & Printing Totals		Invoice Transactions 7	<u>\$3,966.66</u>
Account 5290 - Other General Expenses										
5594 - Chase	2022-00001388	Chase Credit Card Purchases	Paid by Check # 65373		12/16/2022	12/16/2022	12/16/2022		12/16/2022	184.40
							Account 5290 - Other General Expenses Totals		Invoice Transactions 1	<u>\$184.40</u>
Account 5300 - Professional Services										
5743 - Rick Dandan	NOVEMBER2022	plan review/inspections	Paid by Check # 65323		12/12/2022	12/12/2022	12/12/2022		12/15/2022	7,073.31
6171 - PuroClean	184	Deep Cleaning	Paid by Check # 65374		12/16/2022	12/16/2022	12/16/2022		12/16/2022	9,900.00
294 - B. Davids Landscaping	22171	Lawn Care & Misc. Services	Paid by Check # 65345		12/14/2022	12/14/2022	12/14/2022		12/16/2022	3,480.00
3014 - JNC Consulting, Inc.	1408	Permit Inspections	Paid by Check # 65465		12/21/2022	12/21/2022	12/21/2022		12/28/2022	2,550.00
4953 - Paramount Restoration Group, Inc.	NO-12-22	Board Up & Misc Services	Paid by Check # 65469		12/21/2022	12/21/2022	12/21/2022		12/28/2022	506.00
4953 - Paramount Restoration Group, Inc.	NO-01-22	Board Up & Misc Services	Paid by Check # 65469		12/21/2022	12/21/2022	12/21/2022		12/28/2022	431.00
							Account 5300 - Professional Services Totals		Invoice Transactions 6	<u>\$23,940.31</u>
Account 5400 - Repairs & Maintenance										
6160 - All Star Roofing & General Contracting	2022-00001378	Roof Repairs	Paid by Check # 65295		12/12/2022	12/12/2022	12/12/2022		12/15/2022	10,000.00
2696 - Chicago Metropolitan Fire Prevention Company	IN00393438	fire alarm services	Paid by Check # 65298		12/12/2022	12/12/2022	12/12/2022		12/15/2022	108.75
2696 - Chicago Metropolitan Fire Prevention Company	IN00393765	fire alarm services	Paid by Check # 65298		12/12/2022	12/12/2022	12/12/2022		12/15/2022	108.75
2696 - Chicago Metropolitan Fire Prevention Company	IN00393767	fire alarm services	Paid by Check # 65298		12/12/2022	12/12/2022	12/12/2022		12/15/2022	108.75
6442 - West Flooring Company, Inc	8664	New Stair Treads	Paid by Check # 65330		12/12/2022	12/12/2022	12/12/2022		12/15/2022	9,678.00
6442 - West Flooring Company, Inc	8671	New Stair Treads	Paid by Check # 65330		12/12/2022	12/12/2022	12/12/2022		12/15/2022	2,570.00
5986 - Evolution Properties Group	NOVEMBER2022	Roof Repairs	Paid by Check # 65306		12/13/2022	12/13/2022	12/13/2022		12/15/2022	3,400.00
4530 - Illinois Alarm	26620	monitoring services	Paid by Check # 65461		12/21/2022	12/21/2022	12/21/2022		12/28/2022	292.29
162 - Jack's Rental, Inc.	88248	equipment maintenance	Paid by Check # 65464		12/21/2022	12/21/2022	12/21/2022		12/28/2022	489.71
4953 - Paramount Restoration Group, Inc.	NO-14-22	emergency board up	Paid by Check # 65469		12/21/2022	12/21/2022	12/21/2022		12/28/2022	506.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 100 - General Fund											
Department 24 - Building/Neighborhood Affairs											
Account 5400 - Repairs & Maintenance											
790 - TK Elevator Corporation	3006958070	maintenance	Paid by Check # 65478		12/21/2022	12/21/2022	12/21/2022		12/28/2022	874.12	
5634 - Assa Abloy Entrance Systems US Inc.	SCI 70220	door services	Paid by Check # 65444		12/21/2022	12/21/2022	12/21/2022		12/28/2022	430.00	
294 - B. Davids Landscaping	2022-00001415	lawn service	Paid by Check # 65445		12/21/2022	12/21/2022	12/21/2022		12/28/2022	4,920.00	
1244 - BERWYN ACE HARDWARE	98688	supplies	Paid by Check # 65448		12/21/2022	12/21/2022	12/21/2022		12/28/2022	824.89	
4907 - Building Services of America, LLC	82291	supplies	Paid by Check # 65450		12/21/2022	12/21/2022	12/21/2022		12/28/2022	752.20	
5165 - All Door Check & Lock Service	30122	keys/door/LOCKS	Paid by Check # 65441		12/21/2022	12/21/2022	12/21/2022		12/28/2022	125.00	
							Account 5400 - Repairs & Maintenance Totals	Invoice Transactions	16	<u>\$35,188.46</u>	
Account 5405 - Copier Maintenance											
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	48.28	
							Account 5405 - Copier Maintenance Totals	Invoice Transactions	1	<u>\$48.28</u>	
Account 5505 - Equipment Lease											
6378 - Enterprise FM Trust	256W5H-1222-MR	Equipment Lease	Paid by Check # 65459		12/22/2022	12/22/2022	12/22/2022		12/28/2022	2,878.04	
							Account 5505 - Equipment Lease Totals	Invoice Transactions	1	<u>\$2,878.04</u>	
								Department 24 - Building/Neighborhood Affairs Totals	Invoice Transactions	39	<u>\$72,171.16</u>
Department 26 - Public Works											
Sub Department 35 - Streets											
Account 5205 - Utilities											
1209 - Nicor Gas	2022-00001383	Natural Gas Deliveries	Paid by Check # 65353		12/15/2022	12/15/2022	12/15/2022		12/16/2022	651.63	
4095 - Symmetry Energy Solutions, LLC	15598594	natural gas deliveries	Paid by Check # 65474		12/22/2022	12/22/2022	12/22/2022		12/28/2022	1,194.54	
							Account 5205 - Utilities Totals	Invoice Transactions	2	<u>\$1,846.17</u>	
Account 5225 - Supplies											
1498 - Home Depot Credit Services	7064326	supplies	Paid by Check # 65311		12/12/2022	12/12/2022	12/12/2022		12/15/2022	507.24	
1498 - Home Depot Credit Services	7343541	supplies	Paid by Check # 65311		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,060.79	
162 - Jack's Rental, Inc.	87583	supplies	Paid by Check # 65312		12/12/2022	12/12/2022	12/12/2022		12/15/2022	185.87	
162 - Jack's Rental, Inc.	88427	supplies	Paid by Check # 65391		12/16/2022	12/16/2022	12/16/2022		12/21/2022	22.65	
162 - Jack's Rental, Inc.	88378	supplies	Paid by Check # 65391		12/16/2022	12/16/2022	12/16/2022		12/21/2022	113.62	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 100 - General Fund											
Department 26 - Public Works											
Sub Department 35 - Streets											
Account 5225 - Supplies											
4902 - Ozinga Ready Mix Concrete Inc.	ARI00510821	concrete	Paid by Check # 65406		12/16/2022	12/16/2022	12/16/2022		12/21/2022	916.75	
4902 - Ozinga Ready Mix Concrete Inc.	ARI00511947	concrete	Paid by Check # 65406		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,938.63	
4902 - Ozinga Ready Mix Concrete Inc.	ARI00506854	concrete	Paid by Check # 65406		12/16/2022	12/16/2022	12/16/2022		12/21/2022	2,240.25	
2969 - Platinum Chemicals, Inc.	10/15/2022	supplies	Paid by Check # 65408		12/16/2022	12/16/2022	12/16/2022		12/21/2022	448.00	
2531 - Traffic Control & Protection, Inc.	113399	signs and material	Paid by Check # 65421		12/16/2022	12/16/2022	12/16/2022		12/21/2022	4,440.20	
									Account 5225 - Supplies Totals	Invoice Transactions 10	\$11,874.00
Account 5225-01 - Supplies Office											
5669 - Garvey's Office Products	PINV2346158	Traffic Engineers Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	59.71	
5669 - Garvey's Office Products	PINV2349158	Traffic Control Maintenance	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	59.71	
									Account 5225-01 - Supplies Office Totals	Invoice Transactions 2	\$119.42
Account 5290 - Other General Expenses											
595 - Secretary of State	2022-00001379	Vehicle Registration	Paid by Check # 65341		12/13/2022	12/13/2022	12/13/2022		12/15/2022	50.00	
595 - Secretary of State	2022-00001380	Vehicle Registration	Paid by Check # 65340		12/13/2022	12/13/2022	12/13/2022		12/15/2022	50.00	
6446 - Jack Kowalis	2022-00001418	Mileage	Paid by Check # 65463		12/22/2022	12/22/2022	12/22/2022		12/28/2022	15.00	
									Account 5290 - Other General Expenses Totals	Invoice Transactions 3	\$115.00
Account 5300 - Professional Services											
1103 - Lyons Tree Service, Inc.	612-6	tree trim/removal	Paid by Check # 65317		12/12/2022	12/12/2022	12/12/2022		12/15/2022	2,630.00	
									Account 5300 - Professional Services Totals	Invoice Transactions 1	\$2,630.00
Account 5400 - Repairs & Maintenance											
5418 - Cintas Corporation	5135651508	medical cabinet	Paid by Check # 65299		12/12/2022	12/12/2022	12/12/2022		12/15/2022	593.24	
2884 - K-Five Hodgkins LLC	45067	asphalt	Paid by Check # 65313		12/12/2022	12/12/2022	12/12/2022		12/15/2022	93.84	
2884 - K-Five Hodgkins LLC	44968	asphalt	Paid by Check # 65313		12/12/2022	12/12/2022	12/12/2022		12/15/2022	136.62	
2884 - K-Five Hodgkins LLC	44931	asphalt	Paid by Check # 65313		12/12/2022	12/12/2022	12/12/2022		12/15/2022	88.32	
2884 - K-Five Hodgkins LLC	45405	asphalt	Paid by Check # 65393		12/16/2022	12/16/2022	12/16/2022		12/21/2022	148.35	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 26 - Public Works										
Sub Department 35 - Streets										
Account 5400 - Repairs & Maintenance										
2884 - K-Five Hodgkins LLC	45353	asphalt	Paid by Check # 65393		12/16/2022	12/16/2022	12/16/2022		12/21/2022	145.59
2884 - K-Five Hodgkins LLC	45389	asphalt	Paid by Check # 65393		12/16/2022	12/16/2022	12/16/2022		12/21/2022	353.97
3782 - Conserv FS, Inc.	6420552	calcium chloride	Paid by Check # 65382		12/16/2022	12/16/2022	12/16/2022		12/21/2022	3,089.00
							Account 5400 - Repairs & Maintenance Totals	Invoice Transactions 8		<u>\$4,648.93</u>
Account 5400-04 - Repairs & Maintenance Landscape										
5265 - Diaz Group,LLC	Nov-2	ogden landscaping	Paid by Check # 65304		12/12/2022	12/12/2022	12/12/2022		12/15/2022	3,071.42
5265 - Diaz Group,LLC	Nov-1	cermak landscaping	Paid by Check # 65304		12/12/2022	12/12/2022	12/12/2022		12/15/2022	3,071.42
							Account 5400-04 - Repairs & Maintenance Landscape Totals	Invoice Transactions 2		<u>\$6,142.84</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	14.13
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$14.13</u>
Account 5505 - Equipment Lease										
6378 - Enterprise FM Trust	256W5H-1222-MR	Equipment Lease	Paid by Check # 65459		12/22/2022	12/22/2022	12/22/2022		12/28/2022	2,007.41
							Account 5505 - Equipment Lease Totals	Invoice Transactions 1		<u>\$2,007.41</u>
							Sub Department 35 - Streets Totals	Invoice Transactions 30		<u>\$29,397.90</u>
Sub Department 37 - Fleet										
Account 5225 - Supplies										
5603 - L.A. Fasteners Inc	1-303076	fleet supplies	Paid by Check # 65314		12/12/2022	12/12/2022	12/12/2022		12/15/2022	641.25
5603 - L.A. Fasteners Inc	1-302578	fleet supplies	Paid by Check # 65314		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,149.48
5603 - L.A. Fasteners Inc	1-303617	supplies	Paid by Check # 65314		12/12/2022	12/12/2022	12/12/2022		12/15/2022	199.96
5603 - L.A. Fasteners Inc	1-305190	fleet supplies	Paid by Check # 65394		12/16/2022	12/16/2022	12/16/2022		12/21/2022	481.24
5603 - L.A. Fasteners Inc	1-304384	fleet supplies	Paid by Check # 65394		12/16/2022	12/16/2022	12/16/2022		12/21/2022	12.61
5603 - L.A. Fasteners Inc	1-304918	fleet supplies	Paid by Check # 65394		12/16/2022	12/16/2022	12/16/2022		12/21/2022	88.42
5574 - Lawson Products	9310185265	supplies	Paid by Check # 65395		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,496.69



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Fund 100 - General Fund											
Department 26 - Public Works											
Sub Department 37 - Fleet											
Account 5225 - Supplies											
179 - McCann Industries, Inc.	P50595	fleet supplies	Paid by Check # 65400		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,111.63	
								Account 5225 - Supplies Totals		Invoice Transactions 8	\$5,181.28
Account 5300 - Professional Services											
84 - Cassidy Tire	916019485	fleet repair	Paid by Check # 65297		12/12/2022	12/12/2022	12/12/2022		12/15/2022	1,247.48	
84 - Cassidy Tire	916019459	fleet repair	Paid by Check # 65297		12/12/2022	12/12/2022	12/12/2022		12/15/2022	398.75	
179 - McCann Industries, Inc.	P78012	supplies	Paid by Check # 65319		12/12/2022	12/12/2022	12/12/2022		12/15/2022	837.06	
179 - McCann Industries, Inc.	W11854	supplies	Paid by Check # 65319		12/12/2022	12/12/2022	12/12/2022		12/15/2022	3,996.17	
1000 - Standard Equipment Company	W08465	fleet repair	Paid by Check # 65325		12/12/2022	12/12/2022	12/12/2022		12/15/2022	11,257.10	
1000 - Standard Equipment Company	W09371	fleet repair	Paid by Check # 65325		12/12/2022	12/12/2022	12/12/2022		12/15/2022	14,990.26	
1000 - Standard Equipment Company	W08841	fleet repair	Paid by Check # 65325		12/12/2022	12/12/2022	12/12/2022		12/15/2022	2,667.41	
1000 - Standard Equipment Company	W08569	fleet repair	Paid by Check # 65325		12/12/2022	12/12/2022	12/12/2022		12/15/2022	15,904.63	
								Account 5300 - Professional Services Totals		Invoice Transactions 8	\$51,298.86
								Sub Department 37 - Fleet Totals		Invoice Transactions 16	\$56,480.14
								Department 26 - Public Works Totals		Invoice Transactions 46	\$85,878.04
Department 32 - Recreation											
Account 5100 - Special Events											
30617 - Sam's Club / Synchrony Bank	2022-00001389	Youth Christmas Party Gifts & Supplies	Paid by Check # 65415		12/16/2022	12/16/2022	12/16/2022		12/21/2022	723.55	
30617 - Sam's Club / Synchrony Bank	2022-00001390	Senior Luncheon /Christmas Prizes & Gifts	Paid by Check # 65415		12/16/2022	12/16/2022	12/16/2022		12/21/2022	764.20	
								Account 5100 - Special Events Totals		Invoice Transactions 2	\$1,487.75
Account 5205 - Utilities											
1209 - Nicor Gas	2022-00001383	Natural Gas Deliveries	Paid by Check # 65353		12/15/2022	12/15/2022	12/15/2022		12/16/2022	414.23	
4095 - Symmetry Energy Solutions, LLC	15598594	natural gas deliveries	Paid by Check # 65474		12/22/2022	12/22/2022	12/22/2022		12/28/2022	897.54	
								Account 5205 - Utilities Totals		Invoice Transactions 2	\$1,311.77



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 32 - Recreation										
Account 5400 - Repairs & Maintenance										
5418 - Cintas Corporation	4139293467	Rec Building Supplies	Paid by Check # 65380		12/16/2022	12/16/2022	12/16/2022		12/21/2022	491.15
5426 - Menards	95315	Rec Building Supplies	Paid by Check # 65402		12/16/2022	12/16/2022	12/16/2022		12/21/2022	24.99
5426 - Menards	90551	Rec Building Supplies	Paid by Check # 65402		12/16/2022	12/16/2022	12/16/2022		12/21/2022	179.12
391 - Tele-Tron Ace Hardware	98913	Rec Building Supplies	Paid by Check # 65420		12/16/2022	12/16/2022	12/16/2022		12/21/2022	449.47
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 4	<u>\$1,144.73</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	33.78
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$33.78</u>
							Department 32 - Recreation Totals		Invoice Transactions 9	<u>\$3,978.03</u>
Department 46 - Senior Citizen Program										
Account 5100-03 - Special Events Senior Breakfast										
20687 - Mary Ellen Depcik	2022-00001392	Expense Reimbursement	Paid by Check # 65399		12/20/2022	12/20/2022	12/20/2022		12/21/2022	250.00
1999 - Sean Thornton	2022-00001394	Expense Reimbursement	Paid by Check # 65416		12/20/2022	12/20/2022	12/20/2022		12/21/2022	166.56
							Account 5100-03 - Special Events Senior Breakfast Totals		Invoice Transactions 2	<u>\$416.56</u>
Account 5215 - Telephone										
4024 - AT & T	708484242012-6	Nov. 05 -Dec. 04 2022	Paid by Check # 65375		12/20/2022	12/20/2022	12/20/2022		12/21/2022	52.03
							Account 5215 - Telephone Totals		Invoice Transactions 1	<u>\$52.03</u>
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2343753	Senior Services Office Supplies	Paid by Check # 65335		12/13/2022	12/13/2022	12/13/2022		12/15/2022	461.01
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 1	<u>\$461.01</u>
Account 5290 - Other General Expenses										
5594 - Chase	2022-00001388	Chase Credit Card Purchases	Paid by Check # 65373		12/16/2022	12/16/2022	12/16/2022		12/16/2022	157.96
							Account 5290 - Other General Expenses Totals		Invoice Transactions 1	<u>\$157.96</u>
Account 5400 - Repairs & Maintenance										
6436 - Mark S. Kramer	2022-00001393	Senior Handyman	Paid by Check # 65398		12/20/2022	12/20/2022	12/20/2022		12/21/2022	105.00
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 1	<u>\$105.00</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 46 - Senior Citizen Program										
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	33.90
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$33.90</u>
							Department 46 - Senior Citizen Program Totals		Invoice Transactions 7	<u>\$1,226.46</u>
							Fund 100 - General Fund Totals		Invoice Transactions 228	<u>\$364,140.94</u>
Fund 205 - Library Fund										
Department 40 - Library										
Account 5105-07 - Community Programs Adult/Children Programs										
828 - SYNCB / AMAZON	499853369695	Programs/Computer Support IT/Promotions/Per Capita /Supplies	Paid by Check # 65475		12/21/2022	12/21/2022	12/21/2022		12/28/2022	70.14
							Account 5105-07 - Community Programs Adult/Children Programs Totals		Invoice Transactions 1	<u>\$70.14</u>
Account 5105-80 - Community Programs Per Capita										
531 - Baker & Taylor Entertainment, Inc.	2036685467	Books	Paid by Check # 65446		12/21/2022	12/21/2022	12/21/2022		12/28/2022	100.09
							Account 5105-80 - Community Programs Per Capita Totals		Invoice Transactions 1	<u>\$100.09</u>
Account 5200-10 - Administrative Expenses Board Expense										
MORTON 201 FOUNDATION	2022-00001377	Pay It Foward Scholarship	Paid by Check # 65333		12/12/2022	12/12/2022	12/12/2022		12/15/2022	500.00
6267 - Engler Callaway Baasten & Sraga, LLC	30789	Administrative Expenses Board Expense	Paid by Check # 65458		12/21/2022	12/21/2022	12/21/2022		12/28/2022	797.50
							Account 5200-10 - Administrative Expenses Board Expense Totals		Invoice Transactions 2	<u>\$1,297.50</u>
Account 5205 - Utilities										
4095 - Symmetry Energy Solutions, LLC	15598594	natural gas deliveries	Paid by Check # 65474		12/22/2022	12/22/2022	12/22/2022		12/28/2022	851.48
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$851.48</u>
Account 5215 - Telephone										
6126 - Verizon	9922152797	Telephone	Paid by Check # 65481		12/21/2022	12/21/2022	12/21/2022		12/28/2022	76.02
							Account 5215 - Telephone Totals		Invoice Transactions 1	<u>\$76.02</u>
Account 5225 - Supplies										
5594 - Chase	2022-00001388	Chase Credit Card Purchases	Paid by Check # 65373		12/16/2022	12/16/2022	12/16/2022		12/16/2022	127.73
828 - SYNCB / AMAZON	499853369695	Programs/Computer Support IT/Promotions/Per Capita /Supplies	Paid by Check # 65475		12/21/2022	12/21/2022	12/21/2022		12/28/2022	262.89



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 205 - Library Fund											
Department 40 - Library											
Account 5225 - Supplies											
388 - Demco Educational Corporation	7231640	Supplies	Paid by Check # 65455		12/21/2022	12/21/2022	12/21/2022		12/28/2022	54.08	
465 - Diamond Graphics, Inc.	0102831604	Supplies	Paid by Check # 65456		12/21/2022	12/21/2022	12/21/2022		12/28/2022	1,945.00	
132 - Quill Corporation	29504955	Supplies	Paid by Check # 65470		12/21/2022	12/21/2022	12/21/2022		12/28/2022	182.19	
									Account 5225 - Supplies Totals	Invoice Transactions 5	\$2,571.89
Account 5225-80 - Supplies Per Capita											
828 - SYNCRB / AMAZON	499853369695	Programs/Computer Support IT/Promotions/Per Capita /Supplies	Paid by Check # 65475		12/21/2022	12/21/2022	12/21/2022		12/28/2022	165.23	
531 - Baker & Taylor Entertainment, Inc.	2036685467	Books	Paid by Check # 65446		12/21/2022	12/21/2022	12/21/2022		12/28/2022	7.64	
6236 - Bibliotheca LLC	INV-US60159	Books Per Capita	Paid by Check # 65449		12/21/2022	12/21/2022	12/21/2022		12/28/2022	81.65	
									Account 5225-80 - Supplies Per Capita Totals	Invoice Transactions 3	\$254.52
Account 5245 - Books											
531 - Baker & Taylor Entertainment, Inc.	2036685467	Books	Paid by Check # 65446		12/21/2022	12/21/2022	12/21/2022		12/28/2022	793.64	
531 - Baker & Taylor Entertainment, Inc.	2037192959	Books	Paid by Check # 65446		12/21/2022	12/21/2022	12/21/2022		12/28/2022	84.85	
398 - Ingram Library Services LLC	73117378	Books	Paid by Check # 65462		12/21/2022	12/21/2022	12/21/2022		12/28/2022	2,774.42	
									Account 5245 - Books Totals	Invoice Transactions 3	\$3,652.91
Account 5245-80 - Books Per Capita											
4543 - Bayscan Technologies	73148	Books Per Capita	Paid by Check # 65447		12/21/2022	12/21/2022	12/21/2022		12/28/2022	348.00	
6236 - Bibliotheca LLC	INV-US60159	Books Per Capita	Paid by Check # 65449		12/21/2022	12/21/2022	12/21/2022		12/28/2022	124.67	
									Account 5245-80 - Books Per Capita Totals	Invoice Transactions 2	\$472.67
Account 5250 - Audio Visual											
30520 - Midwest Tape, LLC	503064855	Audio Visual	Paid by Check # 65468		12/21/2022	12/21/2022	12/21/2022		12/28/2022	641.39	
									Account 5250 - Audio Visual Totals	Invoice Transactions 1	\$641.39
Account 5400 - Repairs & Maintenance											
51 - Anderson Elevator Company	INV-66364-MQJ3	Contract Maintenance	Paid by Check # 65442		12/21/2022	12/21/2022	12/21/2022		12/28/2022	305.00	
294 - B. Davids Landscaping	2022-00001413	Contract Maintenance	Paid by Check # 65445		12/21/2022	12/21/2022	12/21/2022		12/28/2022	7,790.00	



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Fund 205 - Library Fund										
Department 40 - Library										
Account 5400 - Repairs & Maintenance										
3664 - Reliable Fire Equipment Company	76179	Contract Maintenance	Paid by Check # 65471		12/21/2022	12/21/2022	12/21/2022		12/28/2022	907.50
							Account 5400 - Repairs & Maintenance Totals	Invoice Transactions 3		<u>\$9,002.50</u>
Account 5525 - Computer Support Databases										
828 - SYNCB / AMAZON	499853369695	Programs/Computer Support	Paid by Check # 65475		12/21/2022	12/21/2022	12/21/2022		12/28/2022	61.97
33491 - Today's Business Solutions	13889	IT/Promotions/Per Capita /Supplies Computer Support Databases	Paid by Check # 65479		12/21/2022	12/21/2022	12/21/2022		12/28/2022	6,476.00
							Account 5525 - Computer Support Databases Totals	Invoice Transactions 2		<u>\$6,537.97</u>
Account 5660 - Promotions										
828 - SYNCB / AMAZON	499853369695	Programs/Computer Support	Paid by Check # 65475		12/21/2022	12/21/2022	12/21/2022		12/28/2022	95.71
							Account 5660 - Promotions Totals	Invoice Transactions 1		<u>\$95.71</u>
Account 5665 - Reciprocal Borrowing										
1163 - Unique Management Services, Inc.	6107010	Reciprocal Borrowing	Paid by Check # 65480		12/21/2022	12/21/2022	12/21/2022		12/28/2022	39.40
							Account 5665 - Reciprocal Borrowing Totals	Invoice Transactions 1		<u>\$39.40</u>
Account 5800 - Capital Outlay										
5966 - Richmond Electric Co. Inc	42225	Capital Outlay	Paid by Check # 65472		12/21/2022	12/21/2022	12/21/2022		12/28/2022	2,720.00
							Account 5800 - Capital Outlay Totals	Invoice Transactions 1		<u>\$2,720.00</u>
							Department 40 - Library Totals	Invoice Transactions 28		<u>\$28,384.19</u>
							Fund 205 - Library Fund Totals	Invoice Transactions 28		<u>\$28,384.19</u>
Fund 210 - Community Development Fund										
Department 42 - CDBG										
Account 5205 - Utilities										
4095 - Symmetry Energy Solutions, LLC	15598594	natural gas deliveries	Paid by Check # 65474		12/22/2022	12/22/2022	12/22/2022		12/28/2022	(621.64)
							Account 5205 - Utilities Totals	Invoice Transactions 1		<u>(\$621.64)</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	5.17
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$5.17</u>
							Department 42 - CDBG Totals	Invoice Transactions 2		<u>(\$616.47)</u>
							Fund 210 - Community Development Fund Totals	Invoice Transactions 2		<u>(\$616.47)</u>



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Fund 240 - Grants Fund										
Department 20 - Police Department										
Account 5500 - Equipment										
5482 - JG Uniforms	104660	New Body Armor	Paid by Check # 65392		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
5482 - JG Uniforms	104661	New Body Armor	Paid by Check # 65392		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
5482 - JG Uniforms	104662	New Body Armor	Paid by Check # 65392		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
5482 - JG Uniforms	104663	New Body Armor	Paid by Check # 65392		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
5482 - JG Uniforms	104664	New Body Armor	Paid by Check # 65392		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
5482 - JG Uniforms	104665	New Body Armor	Paid by Check # 65392		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
5482 - JG Uniforms	104666	New Body Armor	Paid by Check # 65392		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
5482 - JG Uniforms	104667	New Body Armor	Paid by Check # 65392		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
5482 - JG Uniforms	104668	New Body Armor	Paid by Check # 65392		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
5482 - JG Uniforms	104669	New Body Armor	Paid by Check # 65392		12/16/2022	12/16/2022	12/16/2022		12/21/2022	376.50
							Account 5500 - Equipment Totals	Invoice Transactions 10		<u>\$3,765.00</u>
							Department 20 - Police Department Totals	Invoice Transactions 10		<u>\$3,765.00</u>
							Fund 240 - Grants Fund Totals	Invoice Transactions 10		<u>\$3,765.00</u>
Fund 245 - Federal Asset Forfeiture Fund										
Department 20 - Police Department										
Account 5192-35 - Federal LE Operations / Investigations										
4029 - AT&T Mobility	X12032022	Firstnet Communications	Paid by Check # 65344		12/15/2022	12/15/2022	12/15/2022		12/16/2022	1,116.35
32555 - LexisNexis Risk Solutions	1342444- 20221130	Research Data Base	Paid by Check # 65396		12/16/2022	12/16/2022	12/16/2022		12/21/2022	405.75
							Account 5192-35 - Federal LE Operations / Investigations Totals	Invoice Transactions 2		<u>\$1,522.10</u>
							Department 20 - Police Department Totals	Invoice Transactions 2		<u>\$1,522.10</u>
							Fund 245 - Federal Asset Forfeiture Fund Totals	Invoice Transactions 2		<u>\$1,522.10</u>
Fund 400 - Capital Projects Fund										
Department 32 - Recreation										
Account 5800 - Capital Outlay										
167 - Frank Novotny & Associates, Inc.	22166-2	Engineering Services	Paid by Check # 65309		12/13/2022	12/13/2022	12/13/2022		12/15/2022	637.50
167 - Frank Novotny & Associates, Inc.	22166-3	Engineering Services	Paid by Check # 65309		12/13/2022	12/13/2022	12/13/2022		12/15/2022	33,912.50
167 - Frank Novotny & Associates, Inc.	22437-1	Engineering Services	Paid by Check # 65309		12/13/2022	12/13/2022	12/13/2022		12/15/2022	382.50



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 400 - Capital Projects Fund										
Department 32 - Recreation										
Account 5800 - Capital Outlay										
167 - Frank Novotny & Associates, Inc.	22437-2	Engineering Services	Paid by Check # 65309		12/13/2022	12/13/2022	12/13/2022		12/15/2022	6,775.00
							Account 5800 - Capital Outlay Totals	Invoice Transactions	4	<u>\$41,707.50</u>
							Department 32 - Recreation Totals	Invoice Transactions	4	<u>\$41,707.50</u>
							Fund 400 - Capital Projects Fund Totals	Invoice Transactions	4	<u>\$41,707.50</u>
Fund 500 - Utilities Fund										
Department 44 - Water & Sewer										
Account 5205 - Utilities										
5801 - Direct Energy Business	2234100505708 67	December 2022 electric	Paid by Check # 65384		12/16/2022	12/16/2022	12/16/2022		12/21/2022	173.51
							Account 5205 - Utilities Totals	Invoice Transactions	1	<u>\$173.51</u>
Account 5225 - Supplies										
13 - Barge Terminal & Trucking	200295	stone	Paid by Check # 65378		12/16/2022	12/16/2022	12/16/2022		12/21/2022	2,223.51
13 - Barge Terminal & Trucking	200208	stone	Paid by Check # 65378		12/16/2022	12/16/2022	12/16/2022		12/21/2022	474.11
5781 - Great Lakes Concrete, LLC	248517	sewer rings	Paid by Check # 65387		12/16/2022	12/16/2022	12/16/2022		12/21/2022	5,705.64
							Account 5225 - Supplies Totals	Invoice Transactions	3	<u>\$8,403.26</u>
Account 5300 - Professional Services										
3372 - USIC Receivables, LLC	551956	november 2022 locates	Paid by Check # 65328		12/12/2022	12/12/2022	12/12/2022		12/15/2022	7,097.40
6254 - Postl-Yore & Associates, Inc	22150.00#1	Drainage Improvements on Oak Park & Ogden Aves.	Paid by Check # 65409		12/16/2022	12/16/2022	12/16/2022		12/21/2022	5,280.00
							Account 5300 - Professional Services Totals	Invoice Transactions	2	<u>\$12,377.40</u>
Account 5400 - Repairs & Maintenance										
5179 - 24/7 Plumbing & Sewer, LLC	3274	Plumbing & Sewer Repairs	Paid by Check # 65291		12/12/2022	12/12/2022	12/12/2022		12/15/2022	12,300.00
5418 - Cintas Corporation	5136723643	medical cabinet	Paid by Check # 65380		12/16/2022	12/16/2022	12/16/2022		12/21/2022	587.07
4127 - Reliable Materials-Lyons LLC	441174	debris dump	Paid by Check # 65413		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,645.00
4127 - Reliable Materials-Lyons LLC	441175	debris dump	Paid by Check # 65413		12/16/2022	12/16/2022	12/16/2022		12/21/2022	1,880.00
							Account 5400 - Repairs & Maintenance Totals	Invoice Transactions	4	<u>\$16,412.07</u>



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Fund 500 - Utilities Fund										
Department 44 - Water & Sewer										
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9009015181	Konica Minolta copier maint.chgs	Paid by Check # 65352		12/13/2022	12/13/2022	12/13/2022		12/16/2022	.01
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$0.01</u>
Account 5505 - Equipment Lease										
29 - Pitney Bowes	3105830149	Equipment Lease	Paid by Check # 65407		12/19/2022	12/19/2022	12/19/2022		12/21/2022	2,412.15
6378 - Enterprise FM Trust	256W5H-1222-MR	Equipment Lease	Paid by Check # 65459		12/22/2022	12/22/2022	12/22/2022		12/28/2022	906.01
							Account 5505 - Equipment Lease Totals		Invoice Transactions 2	<u>\$3,318.16</u>
Account 5600 - Cost of Water										
4264 - City of Chicago	2623-1	Oct. 19 - Nov. 17 2022	Paid by Check # 65300		12/12/2022	12/12/2022	12/12/2022		12/15/2022	224,531.85
4264 - City of Chicago	891	Oct. 15 - Nov. 17 2022	Paid by Check # 65300		12/12/2022	12/12/2022	12/12/2022		12/15/2022	236,914.24
4264 - City of Chicago	892	Oct. 19 - Nov. 17 2022	Paid by Check # 65300		12/12/2022	12/12/2022	12/12/2022		12/15/2022	80,566.36
4264 - City of Chicago	2624-1	Oct. 19 - Nov. 17 2022	Paid by Check # 65300		12/12/2022	12/12/2022	12/12/2022		12/15/2022	85,642.17
							Account 5600 - Cost of Water Totals		Invoice Transactions 4	<u>\$627,654.62</u>
Account 5800 - Capital Outlay										
6371 - Lindahl Brothers Inc.	22045-7	2021 cdlbg roadway & sewer replacement	Paid by Check # 65316		12/12/2022	12/12/2022	12/12/2022		12/15/2022	5,782.60
							Account 5800 - Capital Outlay Totals		Invoice Transactions 1	<u>\$5,782.60</u>
Account 5800-40 - Capital Outlay Water & Sewer										
JAMES ROTH	159	Lead Water Service Line Replacement	Paid by Check # 65426		12/16/2022	12/16/2022	12/16/2022		12/21/2022	2,500.00
SCARLET CORDOVA	57	Lead Water Service Line Replacement	Paid by Check # 65485		12/22/2022	12/22/2022	12/22/2022		12/28/2022	2,500.00
							Account 5800-40 - Capital Outlay Water & Sewer Totals		Invoice Transactions 2	<u>\$5,000.00</u>
Account 5800-41 - Capital Outlay Flood Mitigation Program										
TIMOTHY PACHLA	919	FLOOD MITIGATION PROGRAM	Paid by Check # 65334		12/12/2022	12/12/2022	12/12/2022		12/15/2022	3,500.00
John Patrick Cagney	121-3444 Maple	3444 Maple Ave	Paid by Check # 65427		12/16/2022	12/16/2022	12/16/2022		12/21/2022	3,500.00
Max Harris	830-1534 Wesley	1534 Wesley Ave	Paid by Check # 65428		12/16/2022	12/16/2022	12/16/2022		12/21/2022	3,500.00
TIFFANY L. ADDISON	912	FLOOD MITIGATION PROGRAM	Paid by Check # 65430		12/16/2022	12/16/2022	12/16/2022		12/21/2022	3,500.00
							Account 5800-41 - Capital Outlay Flood Mitigation Program Totals		Invoice Transactions 4	<u>\$14,000.00</u>
							Department 44 - Water & Sewer Totals		Invoice Transactions 24	<u>\$693,121.63</u>
							Fund 500 - Utilities Fund Totals		Invoice Transactions 24	<u>\$693,121.63</u>



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Fund 550 - Parking Garage Fund										
Account 5400 - Repairs & Maintenance										
5593 - Air-Tite	AIR-1825	Parking Garage Window Project	Paid by Check # 65293		12/12/2022	12/12/2022	12/12/2022		12/15/2022	5,420.00
							Account 5400 - Repairs & Maintenance Totals	Invoice Transactions 1		<u>\$5,420.00</u>
							Fund 550 - Parking Garage Fund Totals	Invoice Transactions 1		<u>\$5,420.00</u>
Fund 600 - Internal Service Fund										
Account 5645 - Premiums - Workmans Comp										
3392 - Mesirow Insurance Services, Inc.	2163358	Workers Compensation Insurance	Paid by Check # 65403		12/20/2022	12/20/2022	12/20/2022		12/21/2022	170,638.00
							Account 5645 - Premiums - Workmans Comp Totals	Invoice Transactions 1		<u>\$170,638.00</u>
							Fund 600 - Internal Service Fund Totals	Invoice Transactions 1		<u>\$170,638.00</u>
							Grand Totals	Invoice Transactions 300		<u>\$1,308,082.89</u>