



# **City of Berwyn**

## **City Council Meeting**

**June 12, 2012**

**BERWYN CITY COUNCIL MEETING**  
**JUNE 12, 2012**

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

ROBERT J. LOVERO  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

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**AGENDA**

ROLL CALL

- (A) PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE
- (B) OPEN FORUM - (TOPIC MUST NOT BE ON THE AGENDA)
- (C) PRESENTATION OF PREVIOUS MEETINGS MINUTES FOR APPROVAL
  - 1.REGULAR MEETING 5/22/12-COW-5/22/12
- (D) BID OPENING-TABULATIONS
- (E) BERWYN DEVELOPMENT CORP.-BERWYN TOWNSHIP/HEALTH DISTRICT
  - 1. BDC- MUSIC AND ART IN THE STREET SPECIAL EVENT -INFORMATION ONLY
  - 2. BDC- DEPOT DISTRICT POCKET PARK
  - 3. BDC- RE: WORLD OF BEER REDEVELOPMENT AGREEMENT
- (F) REPORTS AND COMMUNICATIONS FROM THE MAYOR
  - 1. RESOLUTION- SUPPORTING EQUAL ACCESS TO HOUSING
  - 2. PROCLAMATION- BERWYN FIRE DEPT.-RETIREMENT-LT. KEN FRON
  - 3. MAYOR LOVERO- BEN PENNACCHIO IS STEPPING DOWN FROM AMERICAN LEGION POST 256
- (G) REPORTS AND COMMUNICATIONS FROM THE CITY CLERK
  - 1. APPOINTMENT AND SWEARING IN OF NEW DEPUTY CITY CLERK JANET PECHOTA
  - 2. PROPOSED AMENDMENT OF CHAPTER 209 ETHICS PROVISIONS 209.08
  - 3. PREVAILING WAGE ORDINANCE
- (H) COMMUNICATIONS FROM (ZONING) BOARD OF APPEALS
- (I) REPORTS AND COMMUNICATIONS FROM ALDERMEN, COMMITTEES OTHER BOARDS AND COMMISSIONS
- (J) STAFF REPORTS
  - 1. FIRE CHIEF O'HALLORAN-INTRODUCTION AND SWEARING IN OF FELIX GRECCO TO THE RANK OF LIEUTENANT
  - 2. FIRE CHIEF O'HALLORAN-INTRODUCTION AND SWEARING IN OF DEREK MIJARES TO ENGINEER

BERWYN CITY COUNCIL MEETING  
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3. FIRE CHIEF O'HALLORAN INTRODUCTION AND SWEARING IN OF SAM CANERDAY TO ENGINEER
4. FIRE CHIEF O'HALLORAN APPOINTED FIREFIGHTER/PARAMEDIC ANDREW BENTTENHAUSEN
5. CITY ATTORNEY- SETTLEMENT OF CASE NO. 2011 M1-301621
6. CITY ATTORNEY SETTLEMENT OF CASE NO. IWCC No. 09 WC 30902 d/a 2/10/07; IWCC No. 09 WC 30903 d/a 6/26/09; IWCC No WC 28880 d/a 5/12/09; IWCC No. 09 WC 28881 d/a 6/26/09
7. BERWYN LIBRARY- RECOMMENDATION OF APPROVAL FOR EXPENDING OF MONIES FOR CONTRACTUAL SERVICES TO LISHost FOR DEVELOPMENT OF AN INTERACTIVE WEBSITE

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

1. BUDGET CHAIR-PAYROLL-5/23/12-\$936,507.19  
PAYROLL- 6/6/12-\$1,152,307.48
2. BUDGET CHAIR-PAYABLES-6/12/12-\$1,218,926.86
3. BUILDING AND LOCAL IMPROVEMENT PERMITS FOR MAY 2012
4. BUSINESS LICENSES FOR MONTH OF MAY
5. NORTH BERWYN PARK DISTRICT-STREET CLOSURE WESLEY AVE-6/30/12
6. BLOCK PARTY-2200 GROVE- 6/30/12
7. BLOCK PARTY-1600 GROVE- 6/30/12
8. BLOCK YARD SALE-1600 AND GROVE - 9/8/12
9. BLOCK PARTY-3100- WESLEY 7/21/12
10. BLOCK PARTY-3500- HOME 8/4/12
11. BLOCK PARTY-3200 WENONAH-6/29/12 AND 6/30/12
12. BOW WOW LUAU- DOG EVENT 3200 GROVE- 7/29/12
13. MAIN STREET-SIDEWALK SALE-7/12/12, 9/12/12

ITEMS SUBMITTED ON TIME 30

  
THOMAS J. PAVLIK - CITY CLERK

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



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



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

ROBERT J. LOVERO  
MAYOR

THOMAS J. PAVLIK  
CITY CLERK

MINUTES BERWYN  
CITY COUNCIL  
MAY 22, 2012

- C-1
1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:05 p.m. Upon the call of the roll, the following responded present: Chapman, Boyajian, Paul, Santoy, Polashek, Avila and Laureto. Absent: Skryd. Thereafter, Avila made a motion, seconded by Polashek, to excuse Alderman Skryd. The motion carried by a voice vote.
  2. The Pledge of Allegiance was recited and a moment of silence was had for the family of the deceased Patricia Fortunato, former Alderman; for the family of deceased Kenneth B. Morten, former Building Director and for the Men and Women on the streets of Berwyn protecting our safety, along with the Men and Women in the Armed Forces.
  3. The Open Forum portion of the meeting was announced. Representatives of Youth Crossroads, Youth Leadership Program, announced they were conducting their annual out of state service trip to Beardsfork, West Virginia and are seeking sponsors for scholarships.
  4. The minutes of the Berwyn City Council Meeting and the Committee of the Whole held on May 8, 2012 were submitted. Thereafter, Polashek made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote.
  5. Chapman made a motion, seconded by Laureto, to suspend the rules and bring forward items F-1 and J-1, J-2, J-3 and J-4. The motion carried by a voice vote. Item F-3 is a Proclamation from the Mayor regarding Leslie Hodes Day, retiring principal of District 100 Heritage Middle School. Thereafter, Paul made a motion, seconded by Polashek, to concur and **adopt** the Proclamation as submitted. The motion carried by a voice vote.
  6. Police Chief Ritz submitted a communication regarding swearing in of Police Sergeant Joseph Robinson. Thereafter, Avila made a motion, seconded by Polashek, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.

BERWYN CITY COUNCIL MINUTES  
MAY 22, 2012

7. Fire Chief O'Halloran submitted a communication regarding swearing in of newly appointed Battalion Chief of Fire Prevention, Mario Manfredini. Thereafter, Polashek made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
8. Fire Chief O'Halloran submitted a communication regarding swearing in of newly appointed Captain of the Training Division, Joseph Lotito. Thereafter, Avila made a motion, seconded by Polashek, to concur and approve as submitted. Motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
9. Fire Chief O'Halloran submitted a communication regarding swearing in of newly appointed Lieutenant, Mark Warta. Thereafter, Polashek made a motion, seconded by Boyajian, to concur and approve as submitted. The motion carried by a voice vote. Thereafter, Clerk Pavlik administered the Oath of Office.
10. The Berwyn Development Corporation submitted a communication regarding Berwyn Banner Program-Details of a Property Use Agreement. The Mayor recognized Kurtis Pozsgay, of the BDC, who reviewed same. Thereafter, Polashek made a motion, seconded by Boyajian, to concur and approve as submitted and authorizes the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.
11. The Berwyn Development Corporation submitted a communication regarding Commercial Loan Program Line of Credit and an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE EXECUTION OF  
GUARANTIES OF LINES OF CREDIT OF THE BERWYN  
DEVELOPMENT CORPORATION**

Thereafter, Chapman made a motion, seconded by Boyajian, to concur and **adopt** the Ordinance as presented and authorizes the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

BERWYN CITY COUNCIL MINUTES  
MAY 22, 2012

12. The Zoning Board of Appeals submitted a communication regarding Variation Ordinance and an Ordinance entitled:

**VARIATION ORDINANCE 3226-3230 S. WENONAH AVE.**

Thereafter, Paul made a motion, seconded by Boyajian, to concur and **adopt** the Ordinance as presented and authorizes the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

13. Fire Chief O'Halloran submitted a communication regarding Retirement of Lt. Ken Fron and permission to replace Lieutenant position and to hire Probationary Firefighter/Paramedic. Thereafter, Chapman made a motion, seconded by Polashek to concur, grant permission to begin the process of promotion for the Lieutenant's position. The motion carried by a voice vote. Thereafter, Boyajian made a motion, seconded by Polashek, to concur, grant permission to hire the next most qualified on the eligibility list and contact the Berwyn Fire & Police Commission to begin the process. The motion carried by a voice vote.
14. Fire Chief O'Halloran submitted a communication regarding Medical Reimbursement Services, Inc. Contract. Thereafter, Polashek made a motion, seconded by Boyajian, to concur and approve as submitted and authorizes the corporate authorities to affix their signatures thereto. The motion carried by the following call of the roll. Yea: Chapman, Boyajian, Santoy, Polashek, Avila, Laureto. Nay: Paul. Absent: Skryd.
15. The City Attorney submitted a communication regarding Intergovernmental Agreement between the City of Berwyn and the Berwyn Park District regarding Enforcement of Laws, Ordinances and Regulations of Park Property. Thereafter, Avila made a motion, seconded by Laureto, to concur and approve as submitted and authorizes the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.



BERWYN CITY COUNCIL MINUTES  
MAY 22, 2012

16. The City Attorney submitted a communication regarding Claim No. VA2012851490. Thereafter, Chapman made a motion, seconded by Avila, to concur and approve for payment in an amount not to exceed \$3,358.00. The motion carried by a unanimous roll call vote.
17. The City Attorney submitted a communication regarding Claim No. GC2011817851. Thereafter, Chapman made a motion, seconded by Avila, to concur and approve for payment in an amount not to exceed \$13,000.00. The motion carried by a unanimous roll call vote.
18. The Project Operations Manager submitted a communication regarding Illinois Unclaimed Property returning \$12,973.21 in assets back to the City. Thereafter, Polashek made a motion, seconded by Avila, to accept as informational. The motion carried by a voice vote.
19. The Project Operations Manager submitted a communication regarding Emergency Work on Library Plumbing System. Thereafter, Polashek made a motion, seconded by Laureto, to accept as informational. The motion carried by a voice vote.
20. The Public Works Director submitted a communication regarding Disposal of one 1991 Ford Dump Truck and 1990 Eager Beaver Trailer. Thereafter, Boyajian made a motion, seconded by Polashek, to concur and to request the Finance Director to draft a Resolution declaring the items as surplus to allow for their disposal. The motion carried by a voice vote.
21. The Public Works Director submitted a communication regarding Proposals for annual routine tree pruning and removal. Thereafter, Boyajian made a motion, seconded by Avila, to concur and authorize the Public Works Director to draft a Request for Proposal for Tree Services 2012. The motion carried by a voice vote.
22. The Consent agenda Items K-1 thru K-8 were submitted:
  - K-1 Budget Chair-Payroll-5/9/12-\$1,090,664.43-**Approve**
  - K-2 Budget Chair-Payroll-5/22/12-\$1,306,855.73-**Approve**
  - K-3 Building & Local Improvement Permits-April, 2012
  - K-4 St. Leonard's Fun Day Event-Clarence between 33<sup>rd</sup> & 34<sup>th</sup> St.  
5/30/12-**Approve**

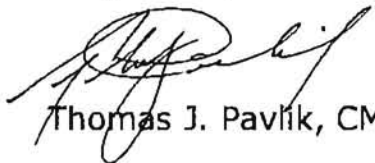
BERWYN CITY COUNCIL MINUTES  
MAY 22, 2012

K-5 Block Party-6400 Fairfield-6/9/12-**Approve**  
K-6 Block Party-3100 Euclid-8/11/12-**Approve**  
K-7 Block Party-1900 Clinton-6/23/12-**Approve**  
K-8 Block Party-50<sup>th</sup> Annual Event-2900 Maple-7/4/12-**Approve**

Thereafter, Avila made a motion, seconded by Polashek, to concur and approved by Omnibus Vote Designation. The motion carried by voice vote.

22. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:38 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlik, CMC

City Clerk

**MINUTES  
BERWYN CITY COUNCIL  
COMMITTEE OF THE WHOLE  
MAY 22, 2012**

1. Mayor Lovero called the Committee of the Whole to order at 7:00 p.m., upon the call of the roll; the following responded present: Chapman, Boyajian, Paul Santoy, Polashek, Avila and Laureto. Absent: Skryd
2. Avila made a motion, seconded by Santoy, to excuse Alderman Skryd. The motion carried.
3. There being no business to come before the Open Committee of the Whole Meeting, the Mayor asked for a motion to go into Closed Session for Land Acquisition, Pending Litigation Real Estate and review of Closed Minutes. Thereafter, Boyajian made a motion, seconded Santoy, to close the Committee of the Whole at 7:01 p.m. The motion carried by a voice vote.
4. A motion was made by Avila in Closed Session, seconded by Boyajian, to re-open the Committee of the Whole at 8:02 p.m. Motion carried.
5. A motion was made by Boyajian, seconded by Chapman, to adjourn the Committee of the Whole at 8:02 p.m. Motion carried.

Respectfully submitted,

  
Thomas J. Pavlik, CMC  
City Clerk



## **D. Bid Openings Tabulations**



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

June 8, 2012

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

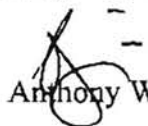
**Re: Music and Art in the Street Special Event – Informational Only**

Dear Mayor and City Council,

The Berwyn Development Corporation (BDC) Depot Special Event committee will be hosting the annual Music in Street event on Sunday July 22, 2012. A previous communication to the City Council outlined this event along with the entire slate of special events for calendar for 2012 which was ultimately approved by the Berwyn City Council.

The purpose of this communications is to update the City on some changes to this event. The 2012 event has created a partnership with the Berwyn Art's Council and Depot Merchant Association by adding an art exhibit and vintage craft sale to the existing event. The already approved street closure along Grove and Stanley Avenues will accommodate the needs of the increased programing; therefore, no action is necessary other than informational to keep the City aware of the additions and partners on this year's event. The BDC will cover the event insurance with the Depot Merchant's Association covering any and all additional costs of event due to the expanded programming of the event.

Respectfully submitted for your consideration,

  
Anthony W. Griffin



E-2



June 8, 2012

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

**Re: Depot District Pocket Park**

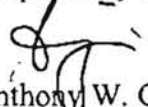
Dear Mayor and Members of the City Council,

In the past several weeks the Berwyn Development Corporation, in conjunction with the Lakota Group and Berwyn Park District, has taken the lead on developing a pocket park design for the land purchased last year within the Depot District. The pocket park is located at 6846 West Windsor Avenue, the corner of Kenilworth Avenue and Windsor Avenue. The 2,825 square foot lot was purchased with the specific purpose of constructing a pocket park.

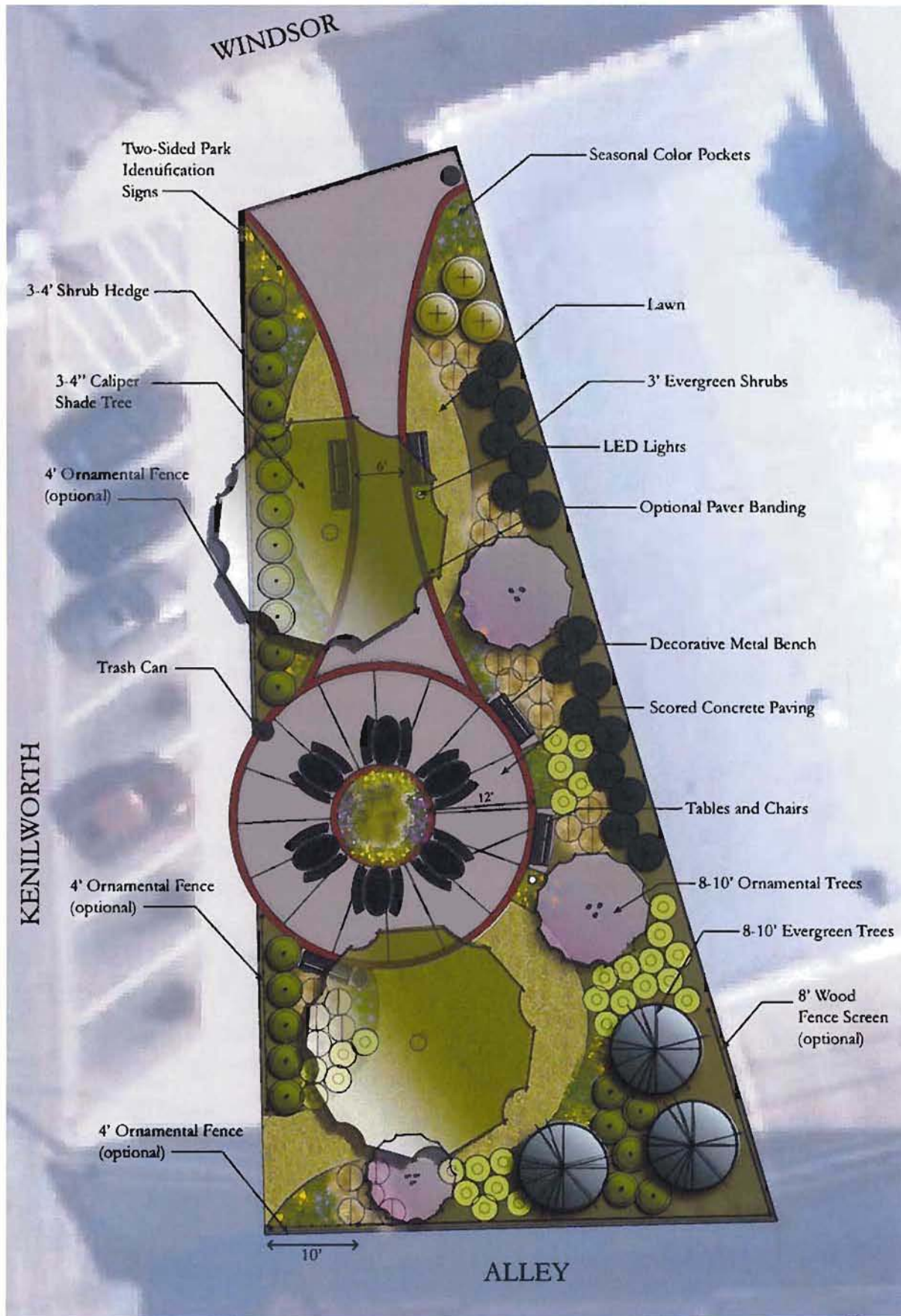
The park will serve many purposes for the community. It will be able to host small special events, create a leisurely place for families and friends to enjoy an urban escape, and make the Depot District more visually appealing. The overall purpose of the park is to have a safe and welcoming destination in the Depot District. The final design for the park has been created and attached for your consideration. The design offers a staging area for events, a simple walk-way, table-seating and bench-seating, and a variety of low maintenance landscape features such as perennials and shrubs.

The Berwyn Development Corporation is seeking City Council consideration of the park concept design and authorization to go out to bid on the project. The Depot TIF District would be the funding source for the ultimate improvements after going through a competitive bid process.

Respectfully submitted for your consideration.

  
Anthony W. Griffin  
Executive Director





Berwyn Development Corporation

## Pocket Park

Berwyn, Illinois

Conceptual Plan

**LAKOTA**  
THE LAKOTA GROUP, INC.





June 8, 2012

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

**Re: World of Beer Redevelopment Agreement**

Dear Mayor and City Council,

The BDC is seeking consideration of the attached Redevelopment Agreement and Ordinance for the sale of the former bank building located at the southwest corner of Oak Park and Cermak. The group, Imagine Properties, plans an adaptive re-use of the bank building then operate a World of Beer franchise at the site. Imagine Properties is the area developer manager for this concept along with several other concepts in the metro Chicago area.

World of Beer is a newer concept to the metro Chicago area but has enjoyed a great amount of success in the Southeast region of the United States. World of Beer touts themselves as "a truly uncommon establishment where the experience is as essential as the product. At World of Beer, having the most extensive beer selection is not enough. It is important that a broad spectrum of patrons, from the beer aficionado to the casual beer fan, can enjoy the best beers on the planet and increase their beer knowledge in a comfortable and upbeat setting. By combining a friendly environment with an exceptionally knowledgeable staff, World of Beer creates an atmosphere where patrons feel at home, as if they are visiting a neighbor and not just a neighborhood bar."

Imagine Properties is based in the metro Chicago area and operates several different retail operations to include Tilted Kilt, Giordano's, and World of Beer along with being the area developer for Ground Burger and Bonehead Grill. They have brought forward the vision of an adaptive re-use of the bank building using a local architect that celebrates the architecture of the building and brings a neighborhood sports bar atmosphere to the site.

The acquisition and construction are expected to exceed \$1.5M with a majority being used for renovation of the bank building. The new operation



will employ approximately 45 people and the BDC's tax forecast for the operation is estimated to exceed \$126,000 in annual sales and property tax.

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

Respectfully submitted for your consideration,

A handwritten signature in black ink, appearing to read 'Anthony W. Griffin', is written over a circular stamp or seal.

Anthony W. Griffin

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

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

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL  
PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND  
AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH IMAGINE  
PROPERTIES, LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS**

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

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

**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on June 13, 2012.**

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



**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH IMAGINE PROPERTIES FOR THE CITY OF BERWYN, STATE OF ILLINOIS**

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

**WHEREAS**, the City is the owner of that certain real property commonly known as "Berwyn National Bank Property" (the "Subject Property"), which is located at the common street address of 6801 West Cermak Road, Berwyn, Illinois and legally described in the Agreement (as hereinafter defined) and in the legal description attached hereto and incorporated herein as Exhibit A; and

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

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

**WHEREAS**, there exists a certain development agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit B, which sets forth the terms, covenants and conditions under which the City will convey the Subject Property to Imagine Properties, LLC (the "Developer"); and

**WHEREAS**, in addition to acquiring the Subject Property, the Developer intends to redevelop the Subject Property by, among other things, renovating the existing structure, in whole or

in part, constructing all necessary site improvements and thereafter opening and operating a restaurant franchise at the Subject Property (collectively, the “Redevelopment Project”); and

**WHEREAS**, the Agreement also sets forth the terms under which the City may elect to provide economic assistance to the Developer by reducing the purchase price of the Subject Property pursuant to its Home Rule Powers; and

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

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



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

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

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

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

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

*Section 2.* The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to convey the Subject Property to the Developer to facilitate the Redevelopment Project and to execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement.

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

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

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

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

*Section 7.* The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this 12<sup>th</sup> day of June 2012, pursuant to a roll call vote, as follows:

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

**APPROVED** this 12<sup>th</sup> day of June 2012.

ATTEST:

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

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

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

Legal Description

6801-6821 West Cermak Road  
Berwyn, Illinois

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

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



**EXHIBIT B**  
**AGREEMENT**

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**REDEVELOPMENT AND LAND ACQUISITION AGREEMENT**

**By and Between**

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

**and**

**IMAGINE PROPERTIES, LLC,  
an Illinois limited liability company**

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

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

## **REDEVELOPMENT AND LAND ACQUISITION AGREEMENT**

This Redevelopment and Land Acquisition Agreement and all exhibits and attachments hereto, as any of the same may hereafter be supplemented, amended, restated, severed, consolidated, extended, revised and otherwise modified, from time to time, (collectively, this "**Agreement**") is made and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2012 (the "**Effective Date**") by and between the City of Berwyn, an Illinois municipal corporation (the "**City**") and Imagine Properties, LLC, an Illinois limited liability company, (the "**Developer**"). The City and the Developer may, for convenience purposes, be hereinafter referred to as the "**Parties**."

### **RECITALS**

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

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

**WHEREAS**, the City specifically has the authority under the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*), as amended (the "**Act**"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act including "writing down" the cost of real property for purchase to entice developers to acquire and redevelop blighted properties; and

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

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

**WHEREAS**, the Property is comprised of the "**East Property**", legally described in **Exhibit C** (attached hereto and incorporated herein), and the "**West Property**", legally described in **Exhibit D** (attached hereto and incorporated herein); and

**WHEREAS**, the East Property is improved with a bank building (the “**Bank Building**”) that requires improvement and civil engineering work concurrent to the redevelopment of the Property; and

**WHEREAS**, the West Property is vacant and requires civil engineering and site work prior to the redevelopment of the Property; and

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

**WHEREAS**, the Developer intends to develop the Property with retail and restaurant end uses (the “**Intended Use**”) that will stimulate and strengthen the City's tax base; and

**WHEREAS**, the Intended Use will utilize all of the existing space in the Bank Building and provide for the adaptive reuse of the Property; and

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

**WHEREAS**, the City has specifically investigated the economic benefits to the City if the Redevelopment Project is approved, and after due investigation and consideration the City has determined that: (1) the building located on the Property no longer complies with current building codes; (2) the building located on the Property has remained significantly underutilized for at least one (1) calendar year; (3) the Redevelopment Project is expected to create or retain job opportunities within the City; (4) the Redevelopment Project will serve to further the development of adjacent areas, increase economic activity within the City and improve the environment of the City; (5) without this Agreement and the financial assistance offered to the Developer by the City pursuant to the terms of this Agreement, the Redevelopment Project would not be possible; (6) the Redevelopment Project will strengthen the commercial sector of the City; (7) the Redevelopment Project is expected to generate tax revenue for the benefit of the City and its residents; and (8) the Developer evidences the financial strength to complete its obligations under the Agreement. Based on the foregoing, the City has determined and does determine that the Project is in the best interests of the City as it furthers the health, safety and welfare of the City's residents and taxpayers; and

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

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

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

**WHEREAS**, the Intended Use will not contain a disco club, dance club or other form of a "nightclub" where food is not served; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the rights, duties and obligations of and between the Parties regarding the undertaking and implementation of the acquisition and construction of certain improvements on the Property as well as the renovation of the Bank Building into a tavern and eatery (collectively, the "**Project**"); and

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

**NOW, THEREFORE**, in consideration of the exchange of no less than Ten and No/100 United States Dollars (\$10.00), the foregoing Recitals, the mutual promises and covenants contained herein and for other good and valuable consideration, including, without limitation the Developer's construction of the Civil Site Improvements (as defined below) and the Developer's performance of the Restrictive Covenant (as defined below), the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## **SECTION I APPLICABLE LAW AND INCORPORATION OF RECITALS**

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

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

## SECTION II DEVELOPER'S ACQUISITION OF THE PROPERTY

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

- (1) "As-Is"; Closing Escrow. All dispositions or other conveyances of the Property (in whole or in part) made pursuant to the terms of this Agreement shall be in an "As-Is" "Where-Is" condition. The transactions contemplated by this Agreement shall be closed by means of a Deed and Money "New York Style" Escrow (the "**Closing Escrow**") to be opened with the Escrowee (as defined below) prior to the Closing Date (as defined below). The Closing Escrow shall be in accordance with the general provisions of the usual form of Deed and Money "New York Style" Escrow Agreement (the "**Closing Escrow Agreement**") with such special provisions inserted in the Closing Escrow Agreement as may be required to conform to this Agreement; provided, however, in the event of a conflict between the terms of this Agreement and the Closing Escrow, the terms of this Agreement shall in all instances control.
- (2) Property Acquisition (East); Purchase Price; Closing Date. The Developer shall purchase the East Property from the City and the City shall sell and convey the East Property to the Developer on the terms and conditions as set forth below. The purchase price of the East Property (the "**East Property Purchase Price**") shall be Ten and No/100 U.S. Dollars (\$10.00), plus or minus applicable prorations and closing costs. The Developer shall pay the City the Purchase Price at the East Property Closing (as defined below). The East Property Closing, provided all contingencies are satisfied, shall occur within ten (10) calendar days following the expiration of the Inspection Period (as defined below).
- (3) Property Acquisition Option (West); Closing Date; Purchase Price; Forbearance.
  - (a) The City hereby grants the Developer the option to purchase the West Property from the City (the "**Option to Purchase**"), which the Developer may exercise at any time before the second anniversary of the date of the East Property Closing (the "**Option Period**"). The City, provided the Developer has complied with all terms of this Agreement and acquired the East Property, including without limitation the benchmarks on the "**Timeline**" (as defined forth below) shall refrain from marketing, listing, selling, leasing or otherwise disposing of the West Property to any third-party purchaser (exclusive of the Developer) during the Option Period unless ordered to by a court of competent jurisdiction or by legislative mandate (the "**Forbearance**"). In the event of the termination of this Agreement, or the Developer's failure to comply with the terms of this Agreement, including without limitation, the Developer's failure to



acquire the East Property, the Forbearance shall be waived and the Option Period shall terminate and be deemed to have expired. The Parties acknowledge that the City is hereunder proposing to sell the Property to the Developer at a reduced Purchase Price below the estimated fair market value for the Property solely as an incentive and a material inducement for the Developer to undertake the Redevelopment Project. During the Option Period, the Developer shall be permitted to lease the West Property for \$10.00 annually and other good and valuable consideration set forth herein, and shall be permitted to sublease the West Property to an independent credit-worthy, third-party tenant (to be pre-approved by the City), for use as a parking lot in conformance with the provisions of this Agreement provided the Developer has complied with all terms of this Agreement and acquired the East Property and has completed the Civil Site Improvements upon such lease terms that have been approved by the City in its sole and absolute discretion. Any sublease of the West Property shall be approved by the City Council before being valid and enforceable.

- (b) Upon the Developer exercising the Option to Purchase, the following terms shall be in full force and effect and shall represent the entire agreement reached between the Developer and The City for the sale and purchase of the West Property:

(i) The purchase price of the West Property (the "**West Property Purchase Price**") shall be Two Hundred Thousand and No/100 U.S. Dollars (\$200,000.00), plus or minus applicable prorations and closing costs. The Developer shall pay the City the West Property Purchase Price at the West Property Closing.

(ii) The closing ("Closing") shall take place within thirty (30) days of the date of said notice, on a date mutually agreed upon by the parties (the "**West Property Closing**").

(iii) At West Property Closing, the City shall convey or cause to be conveyed to the Developer good and merchantable title to the West Property.

- (c) The Developer's rights to and interest in the West Property shall terminate at the expiration of the Option Period if the Developer has not exercised its Option to Purchase. In the event of a termination of the Developer's rights and interest in the West Property, the Developer shall: (i) immediately transfer all of its interest, rights and title in the Civil Site Improvements, together with its interest in any existing commercial warranties, to the City; and (ii) if there are liens or encumbrances on the West Property due to the acts or omissions of the

Developer, its contractors or subcontractors or an individual or entity claiming through, by or under the Developer, its contractors or subcontractors or for any other reason (collectively, "**Liens**"), the Developer shall cause all Liens to be removed from the West Property within ten (10) calendar days of the termination of its rights and interest in the West Property. If the Developer fails to remove the Liens within said ten (10) calendar days, the City shall have the right to seek all legal remedies available to ensure that all Liens are removed from the West Property and seek full reimbursement from the Developer for all reasonable costs, expenses, fees (including reasonable attorneys, paralegal and filing fees) incurred by the City in removing the Liens.

**B. Closing Escrow.** The closing of the sale of the East Property contemplated by this Agreement (the "**East Property Closing**") shall be held at the office of the Escrowee not later than ten (10) calendar days after the expiration of the later of Due Diligence Period, Government Approval Period, and Extended Government Approval Period. Notwithstanding the foregoing, the Closing shall occur not prior to the Developer's satisfaction of the Closing Contingencies.

**C. City's Condition Precedent to East Property Closing; Franchise Agreement for East Property.** In addition to the conditions precedent to East Property Closing elsewhere set forth in this Agreement, the Developer shall satisfy the following covenants to the full satisfaction of the City prior to the City being required to close on the East Property: (1) the Developer shall provide the City with a pro forma or similar financial documentation evidencing the Developer's need for the incentives provided herein a reasonable time after the Effective Date; (2) provide proof of equity financing in the form of cash on deposit with a financial institution in the amount of twenty five percent (25%) of the total construction costs related to the project, including the rehabilitation of the Bank Building and Civil Site Improvements for the Property; (3) the Developer shall deposit in escrow with the Title Company an irrevocable letter of credit in a sum of no less than One Million U.S. Dollars (\$1,000,000.00) for the purpose of the completion of the Project (the "**Construction Escrow**"), with the terms of the Construction Escrow governed by that certain escrow agreement attached hereto and incorporated herein as **Exhibit E** (the "**Construction Escrow Agreement**"); (4) the City shall be in possession of a valid, binding and enforceable franchise agreement for the East Property between the Developer and any one or more of the following: Ground Burger and/or World of Beer franchises (individually referred to as a "Franchise"); and (5) the Developer not being in material breach or default of any provision of this Agreement, including, without limitation the "Timeline" (as defined below) (collectively, the "**Developer's Closing Contingencies**"). The Parties agree and acknowledge that in the event the Developer fails to satisfy Developer's Closing Contingencies and the Developer has not cured any complained of breaches of its obligations under this Agreement, the City (notwithstanding any other provision of this Agreement) may deem Developer to be in breach of this Agreement and it to be null, void and terminated immediately.

**D. Deliveries at Closing (East Property or West Property); Closing Costs.**

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

Developer's share of the closing costs;

- (b) Such proof of the Developer's authority and authorization to enter into this transaction as may be required by the Title Company;
  - (c) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy with extended coverage and a survey endorsement;
  - (d) An exact copy of the franchise agreement for the East Property with Ground Beef and/or World of Beer governing the relationship between the Developer;
  - (e) An acknowledgment of the Developer's acceptance of the closing statement.
- (3) Mutual Deliveries. At the Closing, the Parties shall jointly deliver the following documents to the Title Company, as escrowee:
- (a) To the extent required state, county and municipal Transfer Tax Declarations;
  - (b) A fully executed Reciprocal Easement Agreement in the form attached hereto and incorporated herein as **Exhibit F** to govern the initial development and ongoing maintenance of the parking lot on the West Property; and
  - (b) Any and all other documents reasonably required to effectuate the transaction contemplated herein.
- (4) Concurrent Delivery of Closing Documents. All documents or other deliveries required to be made by the Developer or the City at the Closing, and all transactions required to be consummated concurrently with the Closing, shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated until all deliveries required by the Developer and the City shall have been made, and all concurrent and other transactions shall have been consummated.
- (5) Allocation of Closing Costs. Allocation of Closing Costs and Expenses. The City shall bear the cost of the following or cause the same to be paid: (a) the Preliminary Commitment (as defined below) and the Title Policy (as defined

below), but not any other endorsements except those as specifically designated herein (to wit: the extended coverage endorsement and the survey endorsement) unless the City elects to purchase such endorsements to correct any Unpermitted Exceptions (as defined below); (b) the cost to record any instruments to clear the City's title; (c) one half of the cost for any escrows opened hereunder; (d) one half of the cost of the "Deed and Money" closing fee; and (e) any additional closing costs. The Developer shall bear the cost of the following: (w) any recording fees with respect to the Deed; and (x) the charges for any endorsements required by the Developer (exclusive of those being paid by City pursuant to the terms of this Agreement); (y) one half of the cost for any escrows opened hereunder; (z) one half of the cost of the "Deed and Money" closing fee. The cost of any local, state and county transfer taxes applicable to this transaction shall be paid for by the Developer with the Parties agreeing to seek and apply for any applicable exemptions. The Developer shall provide the appropriate allocations of the Purchase Price to the Property to the City and the Title Company prior to the Closing. In the event the Developer elects to secure extended coverage on the Property, the Developer shall pay for the same.

**E. Property; Inspection; Due Diligence; Due Diligence Period; Rights.** For a period expiring at 11:59 PM (CST) on June 25, 2012 (the "**Due Diligence Period**"), the Developer and its agents and representatives shall be entitled to conduct a comprehensive inspection of the condition of the Property (the "**Due Diligence**"). The Developer's Due Diligence rights will include, but shall not be limited to, the rights to: (1) enter on the Property to perform physical inspections and tests thereon; (2) inspect any matters, public or private, in the possession or control of the City or its agents, relating to the Property; (3) make investigations with regard to zoning, environmental matters, building codes, and other legal requirements including, but not limited to, an environmental assessment of the Property; (4) make or obtain market studies and real estate analyses of the Property and the Developer's Intended Use thereof; and (5) analyze the financial feasibility of ownership Property and the Developer's Intended Use thereof.

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

**G. Due Diligence; Termination.** The Developer, may, in the event it determines in its sole and absolute discretion that the results of any inspection, test, the Preliminary Commitment or other examination do not meet the Developer's criteria for purchase, financing, or operation of the Property in the manner contemplated by the Developer, or if the information disclosed does not otherwise meet the Developer's investment or purchase criteria for any reason whatsoever, or if the Developer, in its sole and absolute discretion, otherwise determines that the



Property is unsatisfactory to it, then the Developer may terminate the Agreement by written notice to the City, given not later than the expiration of the Due Diligence Period (the "**Termination Notice**"). The Developer shall deliver the Termination Notice with all copies of all test results that the Developer received regarding the Property. The City shall immediately release the Construction Escrow. All other copies of any test results generated or received by the Developer shall be destroyed and not otherwise distributed by the Developer. In the event the Developer fails to notify the City of its intent to terminate the Agreement prior to the expiration of the Due Diligence Period, the Developer's right to terminate the Agreement shall be waived unequivocally.

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

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

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

**K. Property; Survey.** The Developer acknowledges receipt of the survey of the Property, attached hereto as **Exhibit G**. Upon the written request of the Developer, a land

surveyor licensed in the State of Illinois shall at Closing provide the Parties a fully executed commercially reasonable "**Affidavit of No Change**" regarding the Property, at no additional cost to the City.

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

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

**N. PROPERTY; AS-IS, WHERE-IS; DISCLAIMER OF REPRESENTATIONS AND WARRANTIES BY SELLER/CITY.** Other than as specifically set forth herein, the City makes no representations as to the condition of the Property. As stated above, the Parties agree and acknowledge, that the Property is being conveyed from the City to the Developer is an "as-is, where is, with all faults" manner, subject only to those specifically enumerated representations and warranties set forth herein. The Developer is relying on its investigations and neither information nor materials provided to it by the City in making its decision in acquiring the Property. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREUNDER, THE CITY/SELLER AND ITS AFFILIATES AND AGENTS HAVE NOT MADE AND ARE NOT NOW MAKING, AND THEY HEREBY SPECIFICALLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS, WARRANTIES, REPRESENTATIONS, OR GUARANTIES AS TO (1) MATTERS OF TITLE (OTHER THAN THE CITY/SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), (2) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (3) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER, AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (4) WHETHER, AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD-PRONE AREA, FLOOD PLAIN, FLOODWAY, OR SPECIAL FLOOD HAZARD, (5) DRAINAGE, (6) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL



REPAIRS, SOIL ADDITIONS, CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSCORING, (7) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (8) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS, AND ELECTRIC, (9) USAGES OF ADJOINING PROPERTY, (10) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (11) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, (12) THE PRESENCE OF HAZARDOUS SUBSTANCES OR VIOLATIONS OF ENVIRONMENTAL LAWS IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY, (13) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT, OR FUTURE FEDERAL, STATE, OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING, FIRE, OR ZONING ORDINANCES, CODES, OR OTHER SIMILAR LAWS, (14) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS ON THE PROPERTY, (15) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY, (16) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, (17) THE EXISTENCE OF VESTED LAND USE, ZONING, OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY, (18) THE MERCHANTABILITY OF THE PROPERTY OR THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON THE CITY'S/SELLER'S OR ITS AFFILIATES' OR AGENTS' SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE), OR (19) TAX CONSEQUENCES.

O. **Governmental Approval.** The Developer agrees to renovate the Bank Building for restaurant use (the "Intended Use"). The obligations of the Developer to close this transaction contemplated hereby is subject to (in the Developer's reasonable opinion) the Property being zoned for such Intended Use in Berwyn, Illinois, and the Developer shall take all necessary steps to obtain, the necessary zoning changes, subdivision approvals, site plan approvals, permit approvals, and any other regulatory and governmental approvals (collectively, the "Governmental Approvals") from all necessary governmental and other authorities for the Intended Use of the Property. The Developer will file its applications for the Governmental Approvals and diligently thereafter try to obtain the Governmental Approvals, all at the Developer's expense. If by June 25, 2012 ("Government Approval Period"), the Developer has not obtained the Governmental Approvals, the Developer may, by notice to City, elect at any time thereafter, but no later than the expiration of the Due Diligence Period (or extension thereof), to terminate this Agreement whereby the Construction Escrow will be immediately

released by the City and this Agreement shall be null and void. Notwithstanding anything to the contrary herein, (i) the Developer shall have the right to unilaterally extend the Governmental Approval Period for an additional thirty (30) days ("Extended Government Approval Period"). In the event the Developer terminates this Agreement during the Extended Government Approval Period, the City shall immediately release any and all right and interest to the Construction Escrow; and (ii) the Government Approval Period and Extended Government Approval Period, as the case may be, shall be tolled for the period commencing on the date the Developer files its application for Permits and ending on either the approval or disapproval of Permits by the City, as the case may be.

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

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

- (1) The Developer is a duly organized and existing limited liability company and is in good standing under the laws of the State of Illinois. The Developer is qualified to do business in the State of Illinois, authorized to conduct its business as it is presently being conducted, is not in violation of any provision of its organizational or operating agreements and has the power and authority to enter into this Agreement. The Developer will deliver copies of all authorizing documents passed or otherwise approved as required by the Developer to authorize the Developer to enter into this Agreement and undertake the covenants hereunder.
- (2) The execution, delivery and performance by the Developer of this Agreement does not constitute and will not, upon giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which the Developer is a party or may be bound under;
- (3) The Parties executing this Agreement on behalf of the Developer have the authority to bind the Developer and have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and perform the terms and obligations contained herein;
- (4) This Agreement has been duly and properly executed by the Developer, and it constitutes the valid and legally binding obligations of the Developer enforceable against the Developer in accordance with its terms, except to such extent that enforceability may be limited by any bankruptcy or insolvency laws affecting the enforcement of creditors' rights and by the exercise of judicial discretion in

accordance with general equitable principles;

- (5) The Redevelopment Project requires economic assistance in the form a land asset write down from the City in order to complete the same substantially in accordance with the cost estimates, and but for the economic assistance to be given by the City, the Redevelopment Project as contemplated would not be economically viable;
- (6) The Civil Site Improvements, as a portion of the Redevelopment Project, shall be constructed and fully completed at a cost no less than the cost estimates of the Developer as reflected on the Civil Site Improvements Construction Plans and the Developer shall not make any material cost reduction without the prior written approval of the City;
- (7) To the best of the Developer's knowledge, the Developer is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which could materially and adversely affect the ability of the Developer to perform its obligations under this Agreement or otherwise conduct its activities, and to the extent lawfully obtainable as of the date hereof, the Developer has obtained all licenses, permits, franchises, certifications and other governmental authorizations necessary to carry out the Redevelopment Project which, if not obtained, could materially and adversely affect the ability of the Developer to perform its obligations under this Agreement or otherwise carry out or complete the Redevelopment Project. Furthermore, the Developer agrees to comply with all applicable laws, rules and regulations of the City, County of Cook, State of Illinois and the United States of America and all agencies and subdivisions thereof and shall cause its contractors, subcontractors, agents and assigns to do the same;
- (8) The Developer will obtain, or will cause to be obtained, as and when necessary, all licenses, permits, franchises, certifications and approvals that are or will be required under applicable laws and regulations by any governmental body or officer so that the Developer can carry out the Redevelopment Project and complete its obligations under this Agreement. No consent, approval or authorization of or filing, registration or qualification with any governmental authority that has not been obtained is required on the part of the Developer as a condition to the execution and delivery of this Agreement;
- (9) There are no proceedings pending or threatened against or affecting the Developer in any court or before any governmental authority, arbitration board or tribunal that, if adversely determined, would materially and adversely affect the ability of the Developer to perform its obligations hereunder;
- (10) No event has occurred and no condition exists that upon execution of this

Agreement would constitute a default or Event of Default (as defined below). The Developer is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation could materially and adversely affect the financial or legal condition of the Developer or the ability of the Developer to perform its obligations under this Agreement;

- (11) Any financial information and other written data submitted by the Developer or to be submitted by the Developer to the City are true and correct in all material respects as of the dates of such statements and data. There have been no material adverse changes in the business, operations, ownership or condition (whether financial or legal) of the Developer as disclosed in such statements and data, and Developer has no knowledge of any liabilities, contingent or other, of the Developer that might have a material adverse effect upon its ability to perform its obligations under this Agreement, except as disclosed in writing to the City. The Developer has the financial wherewithal to perform its obligation under this Agreement;
- (12) Any financial projections provided to the City in writing by the Developer are the same in all material respects as the financial projections provided by the Developer to any and all providers of the private financing;
- (13) The Developer expects that after the execution of this Agreement, the implementation of the Redevelopment Project will proceed with due diligence to completion;
- (14) The Developer is not barred from entering into this Agreement as a result of violations of either 5/33E-3 or 5/33E-4 of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3; 5/33E-4), the Developer has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2-105(A)(4), the Developer is in compliance with the Drug Free Workplace Act (30 ILCS 580/1, *et seq.*) and the Developer will comply with the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) and the Law (as defined below); and
- (15) The Developer has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or part of its assets, suffered the attachment or other judicial seizure of all or part of its assets, admitted its inability to pay debts as they come due or made an offer of settlement, extension or composition to its creditors generally, and the Developer is not anticipating the occurrence of any of the abovementioned acts.
- (16) **Intentionally omitted.**



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

- (1) The City has the authority as a home rule municipality located in Illinois to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement is a valid and binding obligation, enforceable against the City; and
- (2) The execution, delivery and performance by the City of this Agreement does not constitute and will not, upon giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which the City is a party or may be bound.
- (3) There is no litigation, investigation, or proceeding pending, contemplated, or threatened against the City or the Property that would impair or adversely affect the City's ability to perform its obligations under this Agreement or under any contract, instrument, or document related to this Agreement.
- (4) There are no existing, pending or anticipated condemnation or similar proceedings against or involving the Property.
- (5) There are no leases, contracts, or other agreements in existence relating to the East Property or West Property.
- (6) The City shall not cause or permit any new liability, encumbrance, or obligation to be placed or imposed upon all or any part of the East Property prior to the East Property Closing Date; or the West Property prior to the expiration of the Option Period.
- (7) Except as disclosed by the environmental audit reports provided by the City, the City has received no notice of, has not authorized, and has not caused, the use, generation, release, transportation, storage, disposal, or treatment of any Hazardous Material (as defined below) on, at, to, or from the Property, except in quantities and by methods that did not violate any then-existing applicable law. As used in this Section, the term "Hazardous Material" shall mean any hazardous, flammable, explosive, corrosive, or toxic chemical, material, or substance that is regulated under any federal, state, or local law, regulation, ordinance, order, or other legal requirement concerning public health, safety, or the environment.
- (8) There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessor rights with respect to the Property or any part thereof. The City shall deliver sole and exclusive possession of the East Property to Buyer on or before the East Property Closing Date subject

to the Deed and the Permitted Title Exceptions.

- (9) If, prior to the East Property Closing Date, the City receives notice or obtains knowledge of any information that indicates that any of the foregoing representations or warranties regarding the East Property is untrue, then the City shall promptly advise the Developer in writing of its notice, information, or knowledge. If, prior to the expiration of the Option Period, the City receives notice or obtains any information that indicates that any of the foregoing representations or warranties regarding the West Property is untrue, then the City shall promptly advise the Developer in writing of its notice, information or knowledge. Any such change shall constitute only the failure of a condition but shall not constitute a default by the City.

**C. Additional Representations and Acknowledgments.** The Parties reciprocally and mutually warrant and represent to the other that the City will not exercise any decision-making control over any aspect of environmental compliance or environmental remediation of the Property outside of the normal exercise of the City's police powers and relies on the Developer to cause the environmental remediation of the Property to allow for the commencement and operation of the redevelopment of the Property as contemplated herein. The Parties acknowledge that the City will make certain determinations as to the conveyance of funds in part on information supplied in writing by the Developer or its agents concerning the Redevelopment Project and/or compliance by the Developer with the provisions of this Agreement. The Parties also acknowledge that, except as otherwise set forth in this Agreement, the City shall have no obligation to pay any entity or person other than the Developer, its permitted successors and permitted assigns shall be obligated to make direct payments to any other entity, construction manager, general contractor, contractor, subcontractor, mechanic, material man, person or entity providing services or materials to the Redevelopment Project.

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

**E. Environmental Matters.**

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



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

**"Environmental Laws"** shall mean any and all laws, statutes, treaties, regulations, codes, ordinances, rules, notices of violation or noncompliance, permits, licenses, standards or requirements (including decrees, judicial decisions, judgments, injunctions, and administrative orders issued or approved thereunder), together with all related amendments and similar statutes and implementing regulations, issued by any Governmental Authority, and all common law, pertaining to or regulating pollution, environmental protection, health or safety of person, nuisance, noise, pipeline safety, natural resources damages, conservation of resources, wildlife, waste management, the use, storage, generation, production, treatment, emission, remediation, design, formulation, packaging or any other activity related to Hazardous Substances, or any other environmental matter including, without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("**CERCLA**"), 42 U.S.C. Section 9601 *et seq.*; the Resource Conservation and Recovery Act, as amended ("**RCRA**"), 42 U.S.C. Section 6901 *et seq.*; the Toxic Substances Control Act, as amended, 42 U.S.C. Section 7401 *et seq.*; the Clean Air Act, as amended, 33 U.S.C. Section 7401 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et seq.*; the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Section 3009(f) *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.* (1996); the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. Section 651 *et seq.* (as it relates to protection of the environment); the Hazardous Liquid Pipeline Safety Act, as amended, 49 U.S.C. Section 60101 *et seq.*; and the Federal Hazardous Materials Transportation Act 49 U.S.C. §§ 100-185 (1999).

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

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

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

(2) Environmental Acknowledgement and Agreements.

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

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

c. The Parties, notwithstanding any provision set forth in this Section III of this Agreement, acknowledge and agree that the Property is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS" except where specifically set forth in

the remainder of this Agreement; provided, that the Property shall be in substantially the same condition on the Closing Date as it was on the Effective Date and expiration date of Due Diligence Period, normal wear and tear and acts of the Developer, excluded.

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

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

**F. The City's Covenants.** The City shall review all permit, license and zoning relief applications in connection with the Project in an expeditious manner, but in all instances in accordance with all applicable Laws. In the event the City rejects any portion of such an application, the City shall provide the Developer with written comments detailing why the application has been rejected. The City agrees, represents and warrants to the Developer as follows: (a) subject to the provisions of a lease between the City and the Developer, the City will continue to operate the West Property until the expiration of the Option Period and pay for all expenses in a manner similar to operation prior to the execution of this Agreement, including, but not limited to the providing of insurance, management, maintenance and services (unless leased by the Developer from the City in which event the terms of the lease may supersede this covenant, representation and warranty); (b) except as specifically permitted in this Agreement, or amendment thereto, no leases, service contract, easements, restrictions, declarations, agreements or options shall be entered into, amended or terminated with respect to the East Property prior to the East Property Closing Date nor does the City's entering into this Agreement necessitate such action; (c) except as specifically permitted in this Agreement, or amendment thereto, no leases, service contract, easements, restrictions, declarations, agreements or options shall be entered into, amended or terminated with respect to the West Property prior to the expiration of the Option Period nor does the City's entering into this Agreement necessitate such action; (d) until the expiration of the Option Period the City shall promptly furnish the Developer copies of all notices of violation received by the City with respect to the West Property of Federal, state or municipal laws, ordinances, regulations, orders, or requirements of departments of housing, buildings, fire, labor, health, or other Federal, state or municipal departments or other

governmental authorities having jurisdiction against or affecting the West Property or the use or operation thereof and comply with the same; (e) except as specifically permitted in this Agreement, the City will not sell, transfer, convey, encumber or cause to be sold, transferred, conveyed or encumbered the West Property or any part thereof or interest therein during the Option Period; and (f) except as specifically provided herein, the City shall deliver the East Property and West Property to the Developer on the applicable Closing Date in the substantially the same condition it exists as of the date hereof. Notwithstanding anything contained herein to the contrary, this Agreement shall not serve to abrogate or otherwise limit the police powers of the City or prevent the City from taking any action required by law or ordered by a court of competent jurisdiction.

#### SECTION IV DEVELOPER'S OBLIGATIONS

**A. Rehabilitation of the Bank Building; Construction and Operation of the Franchise.** The Developer shall take all or cause the undertaking of all steps reasonably necessary to ensure the renovation of the Bank Building on the East Property into a Franchise (the "**Renovation Project**" as a portion of the Project). All costs, expenses and work associated with the Renovation Project shall be the full and sole obligation of the Developer (and the City shall have no obligation for the completion of the same). The Renovation Project shall be completed in accordance with the Timeline (as set defined below). The Developer shall expend no less than One Million and No/100 United States Dollars (\$1,000,000.00) on the Project. Any new addition shall be recessed off Cermak Road in order to preserve the integrity of the Bank Building. All aspects of the Renovation Project and building additions shall use four-sided architecture and be of similar kind and quality as the existing Bank Building as reasonably determined by the City or its designees. The Parties may agree upon an alternate plan for the design concept of the Renovation Project (with final the approval or denial of any alternative plans being left to the City in its sole and absolute discretion). Renovation Project Construction Plans (as defined below) that do not adequately (as determined by the City and its designees in their sole and absolute discretion) address possible residential noise concerns shall be rejected with no recourse against the City by the Developer. The Renovation Project Construction Plans shall be prepared by the Developer after the Parties agree on the design specifications for the Renovation Project. The Developer shall renovate the Bank Building according to the specifications set forth in the "**Renovation Project Construction Plans**" (to be inserted upon completion and agreement by the Parties of the same). The Renovation Project Construction Plans will evidence the use of all of the existing space in the Bank Building by the Developer for a Franchise and construction of additional commercial space as set forth above and shall conform with the existing historical structure of the Bank Building. The Developer agrees and acknowledges that the Renovation Project Construction Plans shall not include the demolition of the Bank



Building and shall include plans for preserving the integrity of the outer shell of the north and east façade of the Bank Building, the ceiling and the dome of the Bank Building. The Developer shall serve both lunch and dinner at the Franchise. Franchise shall not operate a dance club at the East Property in which food is not made available and/or served. The City may approve alternate concept for the Renovation Project, in its sole and absolute discretion. Notwithstanding anything to the contrary herein, the World of Beers shall open at 3 p.m. and will be open for late lunch/early dinner.

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

- (1) As a material inducement and additional consideration for the City to convey the East Property to the Developer, the Developer shall construct the “**Civil Site Improvements**” (as a portion of the Project).” The Civil Site Improvements shall include the construction of all items listed on **Exhibit H**, attached hereto and incorporated herein. The Civil Site Improvements listed on **Exhibit H** shall include, without limitation, the construction of an onsite parking field containing no fewer than seventy five (75) parking spaces. The Developer shall secure any variances that may be required to comply with the onsite parking requirements set forth herein. In addition, the Civil Site Improvements shall include: (a) all curb, gutter, sidewalks, and landscaping necessary for the Intended Use; (b) an east/west drive for parking access and to serve as a loading zone during off-peak hours (the “**Drive**”); (c) a floating easement for public utilities, emergency and public vehicle access to the north-south, mid-block alley (the “**Easement**”); (d) a buffer on the southern boundary to include a 5 foot wide landscape berm planted with 5 foot high Leyland Cypress trees planted 10 foot on center and an 8 foot high opaque fence along the entire southern boundary and decorative/ornamental fencing and other landscape for Cermak, Grove, and Oak Park road frontage; (e) stormwater detention for the entire site; and (f) additional infrastructure improvements and site work on the Property to sustain the Intended Use. The construction of the Civil Site Improvements shall be completed at the sole cost and expense of the Developer and in a first class and lien free manner. The Developer shall complete the construction obligations (which shall include the Civil Site Improvements and the Renovation Project) (or cause the same to be completed) in accordance with the timeline that will be attached and contain mutually agreeable benchmarks and dates, including without limitation a closing date, a “groundbreaking date”, and a grand opening date(the “**Timeline**”). The Timeline, minimally, will establish that the Redevelopment Project including without limitation all work set forth the Timeline is substantially completed no later than six (6) calendar months after the Effective Date (the “**Substantial Completion Date**”). The Developer may extend the Substantial Completion Date for three (3) calendar months upon written notice to the City. The Developer shall comply with all requirements necessary to obtain a certificate of occupancy for the East Property within thirty (30) calendar days after the Substantial Completion

Date. The Developer shall construct the Civil Site Improvements according to the specifications set forth in the "**Civil Site Improvement Construction Plans**" that will be attached and contain mutually agreeable benchmarks and dates. The location of the Drive and the Easement shall be depicted on **Exhibit I** (to be attached upon review and approval by the Parties). The Parties shall agree to the Civil Site Improvement Construction Plans in writing when set forth on the Timeline. The Developer shall comply (and shall direct all its contractors, consultants and employees) with any and all federal, state and local laws, statutes, ordinances, rules and regulations (collectively, the "**Law**") with regard to the construction of the Civil Site Improvements and the Renovation Project. The Developer's obligation to complete the Civil Site Improvements shall include site preparation, restoration, the removal of dirt and debris and all other commercially reasonable steps associated with the completion of the items listed on the Civil Site Improvement Construction Plans.

- (2) The City hereby grants the Developer the right to seek all necessary "curb cuts" if so required by the Developer. The City shall permit the Developer to cut into sidewalks as necessary and consistent with the Intended Use. The City agrees to consider adopting appropriate legislation allowing two-way traffic on Grove Avenue between the commercial alley to Cermak Road. The City will support an application by the Developer to the Illinois Department of Transportation ("**IDOT**") for a limited, right-in, right-out curb cut on Cermak Road. The Developer's failure to secure the curb cuts, provided they are not essential to the Intended Use, legislation and IDOT approvals contemplated herein shall not be deemed an Event of Default (as defined below) under this Agreement.
- (3) The Developer agrees that in furtherance of the objectives of the City for the economic development of the Property and the City Code, the Civil Site Improvements shall be completed in compliance with the Civil Site Improvement Construction Plans and the City's Zoning and Building Codes. The Developer acknowledges the importance of all dates on the Timeline and shall comply with the same, subject to Force Majeure (as defined below). The Developer's strict compliance with the Timeline is required for the commencement and delivery/completion of the Redevelopment Project and specifically the Civil Site Improvements and the Developer's failure to comply with the aforesaid dates shall constitute a breach of this Agreement, unless said failure is caused by an event of Force Majeure (as defined below). City and the Developer agree that amendments to and extensions of the Timeline can be mutually agreed upon in writing without having to amend this Agreement with the approval of the Mayor and City Council. The Developer shall comply with reasonable requests of the City for progress updates to the Timeline. The City hereby acknowledges that, to the extent required under any applicable City ordinance and in all instances in accordance with and to the standards set forth in all applicable laws, it shall



approve any plans as well as issue the necessary permits to authorize the Developer to commence the construction of the Civil Site Improvements. The City agrees to review all such documentation in an expeditious manner and to provide the Developer with written notice as to whether or not the same have been approved or rejected. The City shall review all building permit applications in connection with the Redevelopment Project in a commercially reasonable manner. In the event the City rejects any portion of the plans or a building permit application, the City shall provide the Developer with written comments detailing why the plans have or building permit application has been rejected. If the Developer desires to make a substantial change to any plans submitted to the City, the Developer shall submit the proposed change to the City for its approval, and if the proposed change conforms to the provisions of this Agreement and meets all applicable laws, the City shall notify the Developer in writing that it has approved the change. In the event that the City rejects any portion of the change, the City shall provide the Developer with written comments detailing why the City denied the change.

- (4) All plan and permit applications shall conform to the terms of this Agreement, the Civil Site Improvement Construction Plans and shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- (5) The Timeline shall be subject to any matter beyond the Developer's reasonable control that directly relate to the Developer's obligations hereunder ("**Force Majeure**"). Force Majeure may include, without limitation, unreasonable delays caused by acts of the City germane to the completion of the Redevelopment Project; circumstances beyond the Developer's control, and acts of God; damage or destruction caused by fire or other casualty; inclement weather; strikes; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies; lockouts; acts of labor unions (whether legal or not); court orders, laws or orders of governmental or military authorities. Notwithstanding the foregoing, the Developer shall be required to use reasonable efforts to mitigate the effects of a Force Majeure event, and in no event shall: (a) the Developer's financial condition or inability to fund or obtain funding or financing constitute an event of Force Majeure; and (b) any delay arising from the Developer's (or its affiliate's) default under any document connected with the Redevelopment Project constitute an event of Force Majeure. Moreover, no event of Force Majeure shall be deemed to exist: (c) as to any matter that could have been avoided by the exercise of due care; (d) as to any matter initiated or unreasonably sustained; and (e) unless the Developer provides the City with a written notice within fourteen (14) calendar days of the commencement of such claimed event of Force Majeure. The deadline to complete the Redevelopment Project shall be extended on a day for day basis to reflect an actual delay in completion because of an event of Force Majeure. The Developer, if seeking the extension, shall keep the

City reasonably informed as to the nature of the delay and the anticipated time of completion of the performance of its obligations.

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

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

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

**F. The City’s Right To Monitor and Inspect the Redevelopment Project.** In addition to any other rights specified in this Agreement with regard to the construction and maintenance of the Redevelopment Project, the Developer shall provide the City the opportunity and the City shall have the right, but not the obligation, to inspect the construction site at the Property for the purpose of monitoring the progress of the Redevelopment Project. During such inspections, which may be made with reasonable advance notice (which notice may be oral) and during normal business hours, City representatives shall be allowed access to the site as necessary for the City to determine whether the Redevelopment Project is proceeding in a timely manner and in compliance with all applicable laws, codes, ordinances, rules and regulations, subject to limitations required by safety considerations and to otherwise promote and protect the health, safety and welfare of the City and its residents. The rights set forth herein and the City’s exercise of those rights shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement and under applicable laws, City codes, regulations and ordinances nor shall it act as a waiver of any further rights of the City regarding the construction and maintenance of the Redevelopment Project, including the right to require compliance with the City Code and issue stop work orders or violation notices. The Developer, at a commercially reasonable and prudent time after discovery of the same, shall provide the City with written notice of any default of the Developer for its financing plan for the Redevelopment

Project. The previously mentioned obligation shall be applicable during the period of construction of the Redevelopment Project. Such notice shall be made in sufficient detail to advise the City of the deviation and provide supporting documentation supporting the same.

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

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

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

**I. Development of the West Property.** The West Property will developed by the developer as a supporting parking lot to the east parcel. If any further redevelopment occurs on this parcel then further consideration of land sale price will provide to the City of Berwyn based upon a 10% return on investment benchmark pro forma. If the West Property is further developed then it shall be for retail or ground floor retail and professional office use above only. One or, as applicable both, Deed(s), a form copy of which is attached hereto as **Exhibit J**, shall enumerate the prohibited uses of the Property (the "**Restrictive Covenant**"). As set forth above, the redevelopment of the West Property shall be in accordance with plans that are agreed to in writing by the Parties and which shall include, without limitation, that all structures shall be: (i) recessed from Cermak Road relative to the Bank Building; and (ii) four-sided architectural structures of like kind and quality as the Bank Building. Nothing set forth in this Section shall relieve the Developer from its obligation to complete the Civil Site Improvements in accordance with the Civil Site Improvement Construction Plans. If redeveloped, any structure on the West Property will be sited by the Developer on the corner of Grove Avenue and Cermak Road.

**J. Reversion and Payment Upon Sale.** If the Developer fails to complete or maintain the (completed) Project sufficient to receive a certificate of occupancy for a Franchise

in accordance with the Timeline, which is not cured within sixty (60) day and such delay is not caused as a result of any action or inaction of the City or Force Majeure, then the title to the Property shall revert to the City pursuant to the terms of one, or as applicable both, Deed(s) ("**Reversion**"). The Developer shall have no claim against the City for title to the Property, and the Developer expressly waives and forever discharges the City from any such claims as specifically set forth in this Agreement in the event of Reversion. Notwithstanding the foregoing, if in the event of Reversion and there Liens on the Property, the Developer shall cause all Liens to be removed from the Property within ten (10) calendar days of Reversion. If the Developer fails to remove the Liens within ten (10) calendar days of the Reversion, the City shall have the right to seek all legal remedies available to ensure that all Liens are removed from the Property and seek full reimbursement from the Developer for all costs, expenses, fees (including reasonable attorneys, paralegal and filing fees) incurred by the City in removing the Liens. If in the event of Reversion, there being no Liens on the Property, this Agreement shall terminate and the Parties shall have no further rights or obligations hereunder (save existing risk management provisions). If in the event of Reversion, there are Liens on the Property, this Agreement shall remain in full force and effect until the Liens are removed from the Property and shall terminate after the Liens are cured. As set forth herein, the City shall be a lien holder on the Property until after a certificate of occupancy is issued for the Bank Building as Ground Beef and/or World of Beer. The Developer consents to the recording of the City's lien on the Property and this lien shall serve as reason for objection to or rejection of the Property pursuant to the Developer's due diligence provisions. Upon the issuance of a Certificate of Occupancy by the City for a Franchise on the East Property, this provision shall be of no further force and effect.

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

## **SECTION V**

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

**A.** The City reserves the right to reject potential tenants of the Property for a period of ten (10) years from the East Property Closing. In addition, the Developer shall not construct, market, own, lease or sell space to any use or permit the use or occupancy of any portion of the Project, in any manner whatsoever, for any of the following uses, as defined by the City Code: (i) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation; or (ii) any type of "flea-market" sales; or (iii) any pool or billiard room, provided however, that the Developer may lease to a restaurant/bar tenant that also uses a portion of the premises for a pool or billiard room; or (iv) any amusement arcade, "bingo" parlor or game center, provided however, that the Developer may lease to a restaurant/bar tenant that also uses a portion of the



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

**B.** The restrictions set forth in this Section shall be set forth in the "Restrictive Covenant", which shall be set forth on one, or as applicable both, of the Deed(s).

## **SECTION VI COMPLIANCE WITH LAW**

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

## **SECTION VII INSURANCE**

**A. Builder's Risk Prior to Completion.** Not more than thirty (30) days prior to the Developer commencing the construction of any improvements on the Property, the Developer shall keep in force at all times through and until the completion of the Redevelopment Project, as certified by the City, completed builder's risk insurance insuring against risk of physical loss,

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

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



## SECTION VIII DEFAULT REMEDIES

**A. Defaults/Remedies.** If an Event of Default (as defined below) occurs, or if any of the Parties shall fail to perform or keep any term or condition required to be performed or kept by such Party, said Party shall, upon written notice from the other Party, proceed to cure or remedy such default or breach within fifteen (15) calendar days after receipt of such fifteen (15) calendar day notice; provided, however, that if such default is incapable of being cured within said fifteen (15) calendar day period and the defaulting Party commences to cure the default within said fifteen (15) calendar day period and proceeds with due diligence to cure the same, such cure period shall be extended (not unreasonably) for the length of time reasonably necessary to cure the default upon written request for the same by the breaching Party. At any time during the cure period (or extension thereof), the aggrieved Party may request a written report on the status of the steps taken to cure the alleged default or breach, which shall be complied with by the breaching Party within fifteen (15) calendar days after receipt of the original request. At all times during a cure period or extension thereof, the defaulting Party shall diligently follow through to completion all such steps necessary to remedy the alleged default within the shortest possible time. Failure of a defaulting Party to respond to a request for information as set forth herein shall be considered a failure to diligently undertake the cure of the alleged default and shall be deemed a waiver of the defaulting Party's opportunity to cure. In case such action is not taken or diligently pursued or the default or breach is not cured or remedied within the aforementioned period, the aggrieved Party may institute such proceedings (at law or in equity) as may be necessary or desirable in its opinion to cure and remedy such default or breach. The rights and remedies of the Parties, whether provided by law or in this Agreement, shall be cumulative and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by such Party at the same time or different times, of any other remedies for the same default or breach by the defaulting Party. Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the default involved). No waiver made by any Party with respect to any specific default by any other Party under this Agreement shall be construed as a waiver of rights with respect to any other default except to the extent specifically waived in writing. Notwithstanding the other provisions of this Agreement, in the event of an emergency threatening the health, safety and welfare of the City or its residents the City shall have the right, but not the obligation, to enter upon the Property and cure any default without providing notice or a cure period as set forth herein. The City shall be immediately relieved of its obligation under this Agreement and all future obligations of the City under this Agreement shall be deemed null and void and otherwise held for naught in the event the Developer or its preapproved assign is in default of this Agreement and has failed to cure the breach in accordance with this paragraph.

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

- (1) If, at any time, any warranty, representation or statement made or furnished by the

City or the Developer is not true and correct in any material respect;

- (2) If any petition is filed by or against the City or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, including any supervision by the Federal Deposit Insurance Corporation (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) calendar days after said filing); and/or
- (3) If the City or the Developer fails (in whole or in part), breaches or otherwise defaults in fulfilling any of its obligations under this Agreement or fails to materially perform, observe or comply with any of the covenants, agreements or obligations hereunder.

**C. Qualified Events of Default.** The conditions, covenants and terms of this subsection of this Agreement are to be read as a furtherance of, and as no way a limitation upon, the City's rights and remedies under this Agreement, except as specifically set forth herein. In the event: (1) the Developer becomes bankrupt, insolvent or files any debtor proceeding, files a petition for bankruptcy, files a petition for a corporate reorganization (or a similar such reorganization for a limited liability company), makes an assignment for the benefit for creditors, files for any relief pursuant to the Bankruptcy Code or if in any other manner the Developer's interest passes to another by judgment or operation of law; and/or (2) the Developer fails to comply with the Timeline, the Developer shall be deemed to be in default of this Agreement ("**Qualified Events of Default**"). The cure provisions set forth in this Agreement shall apply to any of the previously specifically mentioned Qualified Events of Default. The City shall be immediately relieved of its obligations under this Agreement and all future obligations of the City under this Agreement shall be deemed null and void and otherwise held for naught in the event the Developer or its preapproved assign is in default of this Agreement and has failed to cure the breach in accordance with the fifteen (15) calendar day cure period set forth above.

**D. Remedy.** The non-Defaulting Party shall be entitled to seek any and all available legal remedies against the Defaulting provisions provided there is a Qualified Event of Default or a standard Default and the cure period expires without full remedy by the Defaulting Party.

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

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

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

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

## **SECTION X PERFORMANCE**

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

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

Developer is dispossessed of the Property, such documentation shall: (a) direct the subsequent owner or tenant to comply with the terms of this Section; (b) name the City as a third-party beneficiary to the aforesaid documentation; and (c) ensure that the covenants, conditions and terms of this Section are explicitly incorporated into the dispositional agreements. The terms, covenants, and conditions set forth in this Section and the future owner's/tenant's obligation to comply with said terms, covenants and conditions shall be explicitly set forth in the memorandum to be recorded by the Parties against the Property.

- (1) The obligations of the Developer under this Agreement shall include, without limitation, the burden and expense of defending all claims, suits and administrative proceedings (with counsel of the Developer's choice and reasonably acceptable to the City), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against any of the Indemnified Parties.
- (2) The obligations of the owner of the Property under this Agreement shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance) or by the failure or refusal of any insurance carrier to perform an obligation on its part under any insurance policies affecting the Property; provided, however, that if the City actually receives any proceeds of the owner of the Property's insurance with respect to an obligation of the Developer under this Section, the amount thereof shall be credited against and applied to reduce any amounts paid and/or payable hereunder by the owner of the Property with respect to such obligation.
- (3) No recourse under or upon any obligation, covenant or provision of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Indemnified Parties, in any amount in excess of the obligations of the City under this Agreement, or in excess of any sum agreed by the City to be paid to the Developer hereunder (subject to the terms and conditions herein), and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Indemnified Parties in excess of such amounts and any and all such rights or claims of the Developer against the Indemnified Parties for amounts in excess of such obligations are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City, to the fullest extent permitted by law.
- (4) The Developer shall indemnify, defend and hold harmless the Indemnified Parties from and against the Claims arising in connection with the Developer or its representatives, employees, contractors or agents during the Due Diligence Period (the "**Due Diligence Indemnification**"). The Due Diligence Indemnification shall survive the termination of this Agreement and shall be read in conjunction and not conflict with the remaining risk management provisions of this Agreement.

**C. City's Exculpation.** None of the Indemnified Parties (exclusive of the City) shall



have any liability (personal or otherwise) hereunder, and no property or assets of the Indemnified Parties (exclusive of the City) shall be subject to enforcement procedures for the satisfaction of the owner of the Property's remedies hereunder or any other liability of the Indemnified Parties arising from or in connection with this Agreement. Nothing contained in this Section or this Agreement is in any way intended to be a waiver of any limitation placed upon the City's liability pursuant to any constitutional, statutory, common law or other protection afforded to public bodies or governments.

**D. Police Power.** Nothing in this Section shall operate to abrogate or limit the City's right to exercise its police powers and inspection rights.

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

## **SECTION XI MISCELLANEOUS PROVISIONS**

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

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

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



contemplated by an assignment expressly permitted hereunder.

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

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

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

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

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

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

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

U.S. Post Office when sent by certified or registered mail, return receipt requested; (e) email when delivery shall be confirmed via the email provider or (f) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Developer:

Ted Mavrakis

Facsimile:

Email:

With a copy to:

Baugh Dalton Carlson & Ryan  
55 West Monroe, Suite 600  
Chicago, Illinois 60603  
Attention: William S. Bazianos  
Facsimile: 312-759-0402  
Email: [wbazianos@baughdaltonlaw.com](mailto:wbazianos@baughdaltonlaw.com)

To the City:

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

With a copy to:

Berwyn Development Corporation  
3322 Oak Park Avenue, 2<sup>nd</sup> Floor  
Berwyn, IL 60402  
Email: [agriffin@berwyn.net](mailto:agriffin@berwyn.net)

With a copy to:

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

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

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

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

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

**O. Best Interests; Cooperation.** It is understood and agreed that the successful consummation of this Agreement is in the best interests of the Parties and requires their continued cooperation. The Developer hereby evidences its intent to fully comply with all City requirements, its willingness to discuss any matters of mutual interest that may arise including, but not limited to, potential negotiations with any additional governmental entities and the Developer's willingness to assist the City, to the fullest extent possible, with all matters related to the redevelopment or the Property proposed herein. The City hereby evidences its intent to reasonably cooperate with the Developer and to cooperate, to the greatest extent possible, in the resolution of mutual problems and the City's willingness to facilitate the redevelopment of the Property as contemplated by the provisions of this Agreement.

**P. Assignment.** The Developer, except as specifically set forth above, shall not assign, pledge or obligate its rights under this Agreement without the City's prior written consent. The City's discretion in approving or denying such a request is exclusive, absolute and freely exercisable. The City will not be subject to recourse in the event of a denial of such a request if such denial is made for cause or no cause. Notwithstanding the foregoing, the Developer shall have the right to assign this Agreement to an "Affiliated Entity", provided, however, the Developer remains fully obligated to the terms of this Agreement. For purposes of this subsection, Affiliated Entity shall mean an entity directly controlling, controlled by or under common control with the Developer.

**Q. Intentionally omitted.**

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

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

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

Exhibit A – Legal Description of the Property;

Exhibit B – Depiction of the Property (Sidwell);

Exhibit C – Legal Description of the East Property;

Exhibit D – Legal Description of the West Property;

Exhibit E – Construction Escrow Agreement;

Exhibit F – Reciprocal Easement Agreement;

Exhibit G – Existing Survey;

Exhibit H – List of Civil Site Improvements;

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

Exhibit J – Form of Deed

**[Signature Page Follows]**

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

**IMAGINE PROPERTIES, LLC, AN  
ILLINOIS LIMITED LIABILITY  
COMPANY**

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

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

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

**TED MAVRAKIS, AN INDIVIDUAL  
RESIDING IN ILLINOIS**

ATTEST:

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

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

**CHRIS GIOTAKIS, AN INDIVIDUAL  
RESIDING IN ILLINOIS**

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



**Exhibit A**  
**Legal Description of the Property**

Legal Description

6801-6821 West Cermak Road  
Berwyn, Illinois

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

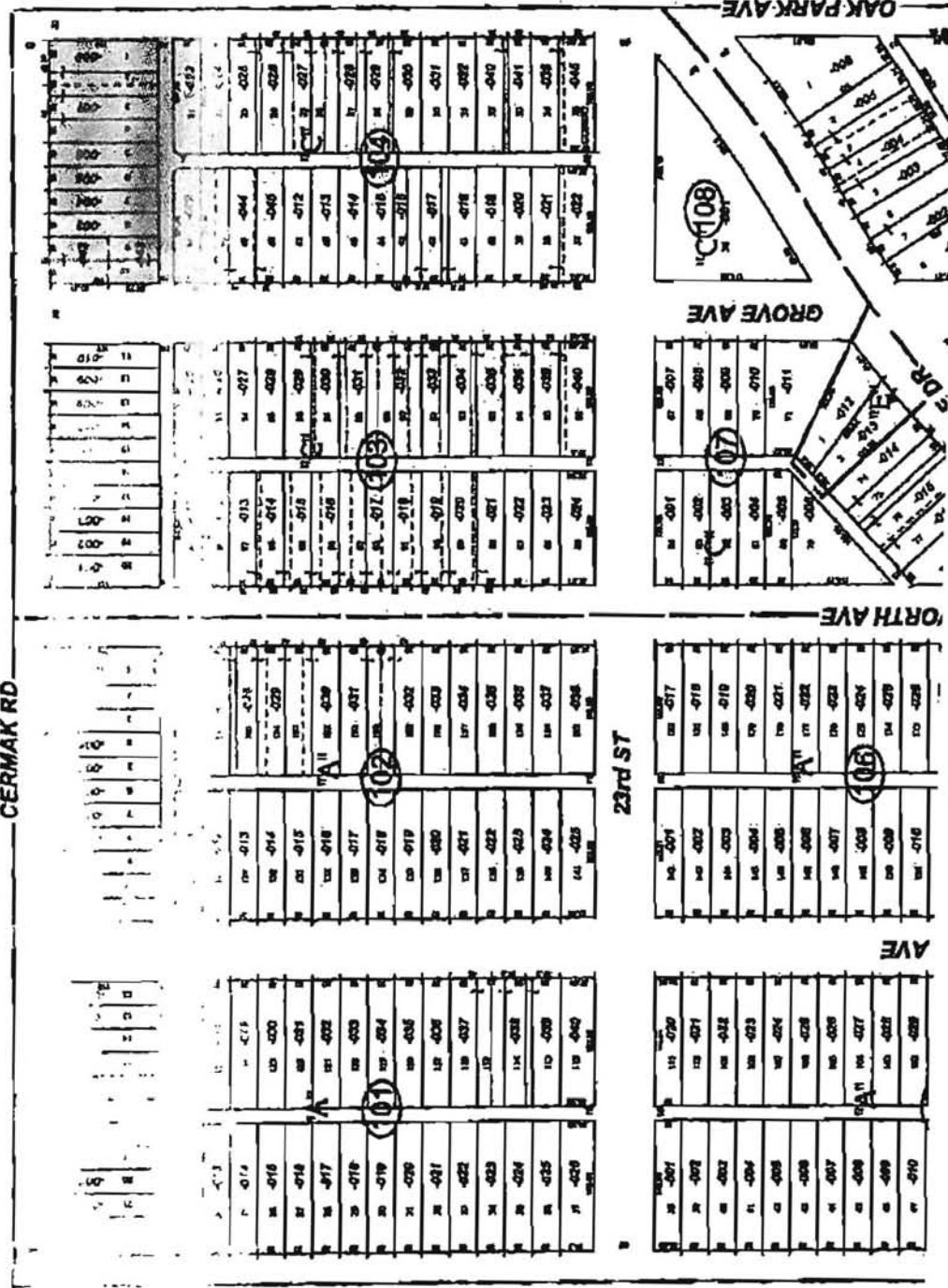
PINs: 16-30-104-003-0000  
16-30-104-004-0000  
16-30-104-005-0000  
16-30-104-006-0000  
16-30-104-007-0000  
16-30-104-008-0000  
16-30-104-009-0000  
16-30-104-023-0000  
16-30-104-024-0000  
16-30-104-042-0000  
16-30-104-043-0000

**Exhibit B**  
**Depiction of the Property (Sidwell)**

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

39-13-30D  
16-30

CERMAK RD



- "A" 22nd ST. LAND ASSOCIATION SUB. in Sec. 30-39-13.
- "B" PARTITION of the W. 51.49 acs. in the W. 1/2 of the N.E. 1/4 and the E. 41 acs. in the E. 1/2 of the N.W. 1/4 of Sec. 30-39-13.
- "C" OAK PARK & N. & 22nd ST. SUB. (except the area) of the part N. of Riverside Parkway in Partition of the W. 51.49 acs. (see "B").
- "D" RESUB. of Lots 166, 167, & 168 in 22nd St. Land Association Sub. (see "A").
- "E" RESUB. of Lots 72 & 73 in Oak Park Ave. & 22nd St. Sub. (see "C").
- "F" NEVEL & SHERMAN'S SUB. in Sec. 30-39-13.
- "G" OAK PARK AVE. & RIVERSIDE PARKWAY SUB. a sub. of the part S. of Riverside Parkway in Bld. 3 in Partition of the W. 51.49 acs. (see "B").
- "H" SUB. of Lots 4 & 5 in Partition of the W. 51.49 acs. (see "B").
- "I" RESUB. of Lots 1 to 21 in Bld. 4 in Gallagher & Messner's Bldg. (see "K").
- "J" GALLAGHER & MESSNER'S RESUB. of Bldgs. 1 & 4 of the Sub. of Lots 4 & 5 in Partition of the W. 51.49 acs. of the W. 1/2 of the N.E. 1/4 and the E. 1/2 of the E. 41 acs. of the E. 1/2 of the N.W. 1/4 (see "B"). Rec. May 24, 1916 Dec. 5875007.
- "K" COMMODITY: 15-30-104-046 Park View Condo Association Rec. 12/12/2002 Doc. 0021375173

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

**Exhibit C**  
**Legal Description of the East Property**



### Legal Description

6801-6805 West Cermak Road  
Berwyn, Illinois

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

PINs: 16-30-104-007-0000  
16-30-104-008-0000  
16-30-104-023-0000  
16-30-104-024-0000

**Exhibit D**  
**Legal Description of the West Property**

Legal Description

6811-6821 West Cermak Road  
Berwyn, Illinois

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

PINs: 16-30-104-003-0000  
16-30-104-004-0000  
16-30-104-005-0000  
16-30-104-006-0000  
16-30-104-009-0000  
16-30-104-042-0000  
16-30-104-043-0000

**Exhibit E**  
**Construction Escrow Agreement**

## CONSTRUCTION LOAN ESCROW TRUST AND DISBURSING AGREEMENT

Escrow Trust No.:

Commitment and/or Policy No.:

### ARTICLE I: General Information

A. Owner/Borrower:

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

Attorney for Owner/Borrower:

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

B. Lender:

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

Attorney for Lender:

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

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

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

Email Address: [Melinda.Janczur@gitc.com](mailto:Melinda.Janczur@gitc.com) or [03construction@gitc.com](mailto:03construction@gitc.com)  
Telephone No.: 708-236-1534 Fax No: 708-449-7088

D. Title Insurer:

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

Telephone No.: 312-236-7300

E. Inspector/Architect:

Name:  
Address:

Contact Person:  
Telephone No.:  
Fax No.:

F. General Contractor:

Name:  
Address:  
Contact Person:

Telephone No:  
Fax No.:  
Email address

G. Construction Manager:

Name:  
Address:  
Contact Person:

Telephone No:  
Fax No.:  
Email Address

H. Project Name:  
Project Description:  
Project Location:

I. Cash Deposits:

Amount of Deposits to be made by Lender:

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

J. Billing Instructions:

Title and Construction Escrow charges are to be billed to:

Name:  
Address:

## ARTICLE 2: Recitals

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

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

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

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

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

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

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

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

## ARTICLE 3: Requirements

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

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

LENDER SHALL FURNISH Escrow Trustee the following, to wit:



- (a) An approval of the conditions of the title as disclosed by the said commitment.
  - (b) An approval for loan disbursement purposes of the Owner's Statement and the sworn statement of the General Contractor.
- B. Prior to each disbursement of funds by Escrow Trustee hereunder, the Owner/Borrower shall furnish or cause to be furnished to Escrow Trustee the following:
  - (1) A current dated Sworn Owner's Statement as described hereinbefore in this Article 3 at A (3);
  - (2) A current dated Sworn Statement to Owner by the General Contractor, as described hereinbefore in this Article 3 at A(4), covering its current construction draw request.
  - (3) Sufficient funds to cover the current disbursement request.
  - (4) Written approval by Owner/Borrower of the payment by Escrow Trustee of the current construction draw(s). Should said approval not be obtained, a subsequent Sworn Owners Statement reflecting the disbursal of the current draw shall constitute written approval by Owner/Borrower of the current draw. In the event that non-construction cost are to be paid by Escrow Trustee with Trust funds, then Owner/Borrower shall provide written directions to Escrow Trustee, approved in writing by Lender, setting forth the names and addresses of the payees, the amounts of the respective payments, and the purpose of the payments, i.e., legal fees, real estate taxes, etc.
  - (5) A report by the Inspector or a certification by the Architect certifying that work has been completed and materials are in place as indicated by the current construction draw(s) request approved by the Owner/Borrower.
  - (6) Statements, waivers, affidavits, supporting waivers, and releases of lien from such persons and in such form as may be required by GITC for the purpose of providing the title insurance coverage specified in this Agreement covering the current disbursement.
- C. At the time of each disbursement by Escrow Trustee, subsequent to the issuance of Policy, Escrow trustee shall furnish, or be prepared to furnish to Lender, GITC Date Down Endorsement 7 and Interim Mechanics' Lien Endorsement (Rev. 2010) covering the current disbursement.

CLTDAGR2

ARTICLE 4: General Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owner/Borrower:

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

Lender:

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

Escrow Trustee: Greater Illinois Title Company

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

(Authorized Signatory)

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

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

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

**PERSONAL UNDERTAKING**

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

GIT File No. \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

**Exhibit F**  
**Reciprocal Easement Agreement**

*This Instrument prepared by  
and after recording should be  
returned to:*

James M. Vasselli, Esq.  
Del Galdo Law Group, LLC  
1441 S. Harlem Ave.  
Berwyn, IL 60402

---

(Space above line for Recorder's Use)

### RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (the "Easement") is made and effective as of this \_\_\_\_ day of \_\_\_\_\_ 2012 (the "Effective Date"), by and between the City of Berwyn, an Illinois municipal corporation (the "City") and Imagine Properties, LLC, an Illinois limited liability company, (the "Developer"). The City and the Developer may, for convenience purposes, be hereinafter referred to as the "Parties."

### RECITALS

WHEREAS, the City holds title to the real property legally described and depicted on the attached Schedule 1 (the "West Property"); and

WHEREAS, the Developer holds title to the real property adjacent to and immediately east of the West Property legally described and depicted in Schedule 2 (the "East Property"); and

WHEREAS, the City and the Developer have entered into that certain Redevelopment and Land Acquisition Agreement effective \_\_\_\_\_, 2012 (the "Agreement") which governs the redevelopment of the East Property and the West Property (collectively, the "Property"); and

WHEREAS, this Easement is intended to provide maintenance obligations and to grant temporary unimpeded access, ingress and egress rights regarding the construction and maintenance of the Civil Site Improvements; and

WHEREAS, the City enters into this Easement as the owner of the West Property and the Developer enters into this Easement as the owner of the East Property; and

WHEREAS, this Easement is intended to be reciprocal and appurtenant in nature and bind the successors and assignees of the Parties; and



NOW THEREFORE, in consideration of Ten and No/100 United States Dollars (\$10.00) and the covenants and mutual obligations set forth in the Agreement (to which this Easement serves as an exhibit), the mutual covenants and promises contained herein, the respective undertakings of the Parties hereinafter set forth and for other and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Recitals; Incorporation; Condition Precedent to Easement. The recitations set forth in the paragraphs, titled, "RECITALS" evidence the intent of the Parties, are material to this Easement and are hereby made a part of this Easement as substantive representations and covenants as if fully set forth below. This Easement is an exhibit to the Agreement. All capitalized and undefined terms set forth below shall be read with the definition ascribed to such term in the Agreement. In the event of any conflict between the Easement and the Agreement, the Easement shall prevail. This Easement is wholly contingent upon the Closing of the East Property.

2. Grant of Easement. Each Party hereby grants to and declares for the benefit of the other a non-exclusive, temporary, appurtenant easement across, over, through and under its portion of the Property for purposes of pedestrian and vehicular ingress, egress, parking and for the right, from time to time, to trim or remove trees, bushes, sapling and to clear obstructions from the surface and subsurface as may be reasonably required incident to such easement, to take all necessary steps to complete and thereafter repair, maintenance and replacement of the Civil Improvements, and any other use deemed necessary by the City, excluding the construction of structures.

3. Term. This Easement and the rights granted hereunder shall terminate automatically at the expiration of the Option Period. Upon the termination of this Easement, the Parties shall cooperate to cause the recordation of a standard form release and re-conveyance of the Easement.

4. Obligations. The Developer shall bear all construction, maintenance and repair obligations under the Agreement and the Easement. All of the aforesaid obligations shall be performed at the sole cost and expense of the Developer and in a first class and lien free manner. The Developer shall comply, or shall cause compliance to be made, with all applicable law including, but not limited to, all applicable bonding and prevailing wage requirements.

5. Enjoyment. The parties and their respective employees, agents, contractors, licensees, guests and invitees (as to each Party, collectively, the "Permitted Users") shall enjoy the rights and benefits created hereby. The easement rights set forth herein are appurtenant and shall run with the land. The rights and obligations under this Easement shall bind every person having any fee, leasehold or other interest in any portion of the applicable property and shall inure to the benefit of each owner and its respective successors and assigns in the Property.

6. Modifications. No Party entitled to the rights and privileges under this Easement shall make any changes or modifications to the Easement unless specifically approved in

writing by the then current owner(s) of the other Party's portion of the Property. Notwithstanding the foregoing, the Parties agree to meet and undertake "good faith" negotiations regarding amendments to this Easement if and when the City deems such an amendment to be reasonably necessary for the development of the Property and/or areas surrounding the Property or otherwise in the best interests of the City and its residents.

7. Indemnification. The Developer and its respective successors upon transfer, hereby agrees to and shall defend, indemnify, protect and save and hold the City harmless from and against any and all liability, loss, damage, cost and expenses (including without limitation, reasonable attorneys' fees and expenses) for death or injury to person or property damage arising out of its or any of its Permitted Users' exercise of the rights granted herein or resulting from its or its Permitted Users' negligent, reckless, willful or wanton use or operation of the Easement or its breach.

8. Cure Period. In the event either Party shall be in default of any obligation or undertaking hereunder, said Party shall be sent notice thereof and shall be given seven (7) days to cure before the non-defaulting owner may bring an action to enforce this Easement.

9. Recordation; Amendment. This Easement shall be recorded in the Office of the Cook County Recorder of Deeds by the Title Company on even date herewith. This Easement and the easements and rights granted hereunder may be terminated or modified only upon written agreement and approval of all of the property owners having an interest in any of the property owners.

10. Relationship. Nothing herein shall be construed to create or infer a partnership, joint venture or agency relationship between the Parties hereto or their successors or assigns or to render either Party liable for the debts and obligations of the other.

11. Entire Agreement. This Easement and the Agreement contains the entire agreement between the Parties relative to the rights described herein; no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or affect. This Easement may be executed in counterparts and each counterpart, taken together, shall constitute an original.

12. Waiver. No delay or omission by any of the Parties, or their successors or assigns, to exercise any right or power occurring upon any non-compliance or failed performance by the other Party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party hereto, or its successors or assigns, of any of the covenants, obligations, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, obligation, condition or agreement herein contained.

13. Notices. All notices, demands, consents, approvals and other communications which are required or desired to be given by either Party to the other hereunder shall be in writing and shall be hand delivered, sent by use of a nationally-recognized overnight

courier service or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the appropriate Party at its address set forth in the Agreement, or at such other address as such Party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered (or refused) or three (3) business days after mailing.

14. Schedules. All schedules referenced in this Easement are incorporated herein by this reference.

15. Headings. The headings used in this Easement are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Easement, or the intent of any provision hereof, or in any way affect its provisions.

16. Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Easement shall become null and void or illegal for any reason, or be so held by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

**[SIGNATURE PAGES TO FOLLOW]**

***SIGNATURE PAGE TO EASEMENT***

IN WITNESS WHEREOF, the Parties have executed this Easement as of the date first above written.

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

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Attest:** \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS       )  
                                          ) SS.  
COUNTY OF COOK )

                  This instrument was acknowledged before me on \_\_\_\_\_, 2012, by  
\_\_\_\_\_, the \_\_\_\_\_ of Berwyn, an Illinois  
municipal corporation, and by \_\_\_\_\_, the  
\_\_\_\_\_ of said municipal corporation.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

My Commission expires: \_\_\_\_\_

SEAL

***SIGNATURE PAGE TO EASEMENT AGREEMENT***

**IMAGINE PROPERTIES, LLC, an Illinois limited liability company:**

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



**ACKNOWLEDGMENTS**

STATE OF ILLINOIS       )  
                                          ) SS.  
COUNTY OF COOK )

                  This instrument was acknowledged before me on \_\_\_\_\_, 2012, by  
\_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_ and by \_\_\_\_\_, the  
\_\_\_\_\_ of said company.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

My Commission expires: \_\_\_\_\_

**SEAL**

## **SCHEDULE 1**

6811-6821 West Cermak Road  
Berwyn, Illinois

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

PINs: 16-30-104-003-0000  
16-30-104-004-0000  
16-30-104-005-0000  
16-30-104-006-0000  
16-30-104-009-0000  
16-30-104-042-0000  
16-30-104-043-0000

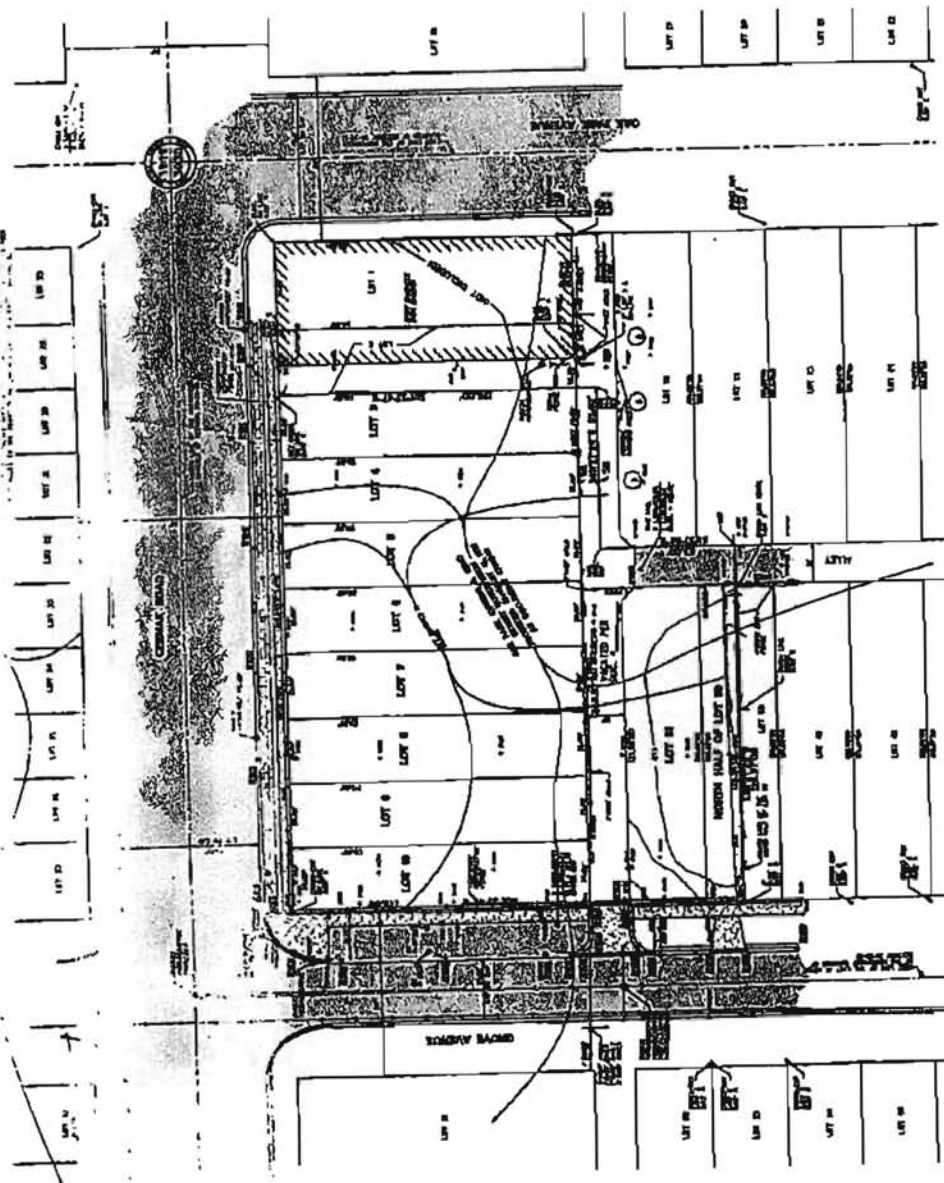
**SCHEDULE 2**

6801-6805 West Cermak Road  
Berwyn, Illinois

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

PINs: 16-30-104-007-0000  
16-30-104-008-0000  
16-30-104-023-0000  
16-30-104-024-0000

**Exhibit G**  
**Existing Survey**



**LEGEND**

- Switch
- Delay line
- Detector
- Display

Figure 1. Schematic diagram of the experimental setup for measuring the time delay of a signal.

STAY in your home or hotel at least 10 days after returning from the United States. If you have been exposed to a case of COVID-19, you should stay in your home or hotel for 14 days after the last exposure. If you have been exposed to a case of COVID-19, you should stay in your home or hotel for 14 days after the last exposure.

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6. 10. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 8

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| CITY         |  |
| STATE        |  |
| ZIP          |  |
| TELEPHONE    |  |
| FAX          |  |
| E-MAIL       |  |
| COMPANY NAME |  |
| JOB TITLE    |  |
| DATE         |  |
| SIGNATURE    |  |

**Exhibit H**  
**List of Civil Site Improvements**



### Civil Site Improvements

- Construction and installation of a code compliant parking lot with a minimum of 75 onsite parking spaces.
- Construction and installation of a code compliant ingress/egress on Grove Avenue and Oak Park
- Construction and installation of code compliant curb, gutter, sidewalk and utility improvements.
- Construction and installation of a storm water detention system for the entire site.
- Construction and installation of a code compliant landscaping and decorative fencing.
- Construction and installation of a buffer along the southern property line.
- Maintenance of easement.

**Exhibit I**  
**Depiction of the Location of the Drive and Easement**  
**(To Be Attached Upon Agreement By Parties)**

**Exhibit J**  
**Form of Deed**

**DRAFT**  
**[Form of Deed]**

**SPECIAL WARRANTY DEED**

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

**THIS INDENTURE WITNESSETH**

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

**RECORDER'S STAMP**

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

**ATTACHED EXHIBIT A**

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

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

FURTHER, the Property may not be used for any of the following uses: (i) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation; or (ii) any type of "flea-market" sales; or (iii) any pool or billiard room, provided however, that the Developer may lease to a restaurant/bar tenant that also uses a portion of the premises for a pool or billiard room; or (iv) any amusement arcade, "bingo" parlor or game center, provided however, that the Developer may lease to a restaurant/bar tenant that also uses a portion of the premises for video poker games; or (v) any massage parlor, modeling studio, tanning salon or establishment where

men or women are engaged in salacious activities or any type of establishment that would be considered a sexually oriented business by prevailing community standards; or (vi) any business engaged in the rental or sale of pornographic literature or video products; or (vii) barber or beauty shops (including nail salons); or (ix) tobacco shops; or (x) pawn shops; or (xi) video stores; (xii) or personal and business credit institutions, bond and mortgage companies, mortgage brokers, mortgage bankers, loan companies, loan agents and correspondents, loan brokers, securities and commodities brokers and dealers, insurance carriers, insurance agents and brokers; or (xiii) currency exchanges, check cashing agencies, payday loan stores or such similar stores. These restrictions shall run with the land and shall be enforceable by the Grantor, its successors and assigns. In the event of a violation of these restrictions, Grantor may seek injunctive relief, in addition to any other equitable or legal remedies a court of competent jurisdiction may deem appropriate.

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012

THE CITY OF BERWYN

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

(SEAL) \_\_\_\_\_ (SEAL)

Name and Address of Taxpayer:

STATE OF ILLINOIS  
County of Cook

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

Given under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2012

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

My commission expires on \_\_\_\_\_.



**EXHIBIT A**

*(Legal Description To Be Inserted)*

## **EXHIBIT B**

Title to the Property shall revert to the Grantor, or its successors, for its sole use and benefit without compensation to the Grantee (or its successors or assigns) if the Grantee fails to complete the Project in accordance with the Timeline in a manner sufficient to receive a certificate of occupancy from the City of Berwyn to operate a Franchise at the East Property; provided however, that such reversion shall not occur until the expiration of the cure period for such failure set forth in the Agreement. Upon the issuance of a certificate of occupancy by the City of Berwyn for a Franchise on the East Property this provision shall be deemed null and void.

All capitalized terms used but not defined herein shall be given the meaning ascribed to such term in that certain Redevelopment and Land Acquisition Agreement by and between the City of Berwyn and Imagine Properties, LLC entered into as of \_\_\_\_\_, 2012. A true and accurate copy of the Agreement shall remain on file in the Office of the City Clerk, City of Berwyn, Illinois.

**EXHIBIT C**  
**NOTICE**

## CITY OF BERWYN

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

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

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

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



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

The City of Berwyn



Robert J. Lovero  
Mayor

A Century of Progress with Pride

**RESOLUTION SUPPORTING EQUAL ACCESS TO HOUSING  
REGARDLESS OF SEXUAL ORIENTATION OR GENDER IDENTITY**

**WHEREAS**, the City of Berwyn believes every resident has the right to access housing regardless of sexual orientation or gender identity; and

**WHEREAS**, the City of Berwyn finds that decent, safe, and affordable housing is part of the American dream and a goal of all Illinois residents; and

**WHEREAS**, protecting citizens from unwarranted discrimination is fully consistent with the goals, aspirations and values of our community and the State of Illinois; and

**WHEREAS**, stable, integrated, and balanced residential patterns are threatened by discriminatory acts and unlawful housing practices that result in segregation of residents and opportunities in our region; and

**WHEREAS**, the U.S. Department Housing and Urban Development Secretary Shaun Donovan announced regulations intended to ensure that HUD's core housing programs are open to all eligible persons, regardless of sexual orientation or gender identity; and

**WHEREAS**, HUD currently requires its recipients of discretionary funds to comply with local and state non-discrimination laws that cover sexual orientation or gender identity; and

**WHEREAS**, in 2011 HUD issued new guidance that treats discrimination based on gender nonconformity or sex stereotyping as sex discrimination under the Fair Housing Act; and

**WHEREAS**, the Illinois Human Rights act affirms that it is a civil rights violation for any person to create alarm, distribute written material, or solicit for sale, lease, listing or purchase any residential real estate on the grounds of loss of value due to the present or prospective entry of a resident based on sexual orientation; and

**THEREFORE, BE IT RESOLVED** that the City of Berwyn supports equal access to housing regardless of sexual orientation or gender identity and encourages the passage of S 1605 the Housing Opportunities Made Equal Act of 2011 and its companion HR 3030.

Entered upon the records of the City of Berwyn this 12<sup>th</sup> day of June 2012.

  
Robert J. Lovero  
Mayor

  
Thomas J. Pavlik  
City Clerk



F2

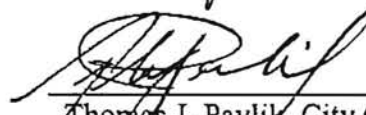
A Century of Progress with Pride

PROCLAMATION

- Whereas, Ken Fron has been a lifelong resident of Berwyn, son of former longtime Alderman Ray Sr. and Dolores, attended St. Mary of Celle Grammar School and Morton West High School; and
- Whereas, Ken Fron has been employed by the City of Berwyn Fire Department since June 1, 1984, working under former Mayors Joseph Lanzillotti, Thomas Shaughnessy, Michael A. O'Connor and presently Mayor Robert Lovero; and
- Whereas, Ken Fron has risen thru the ranks working as a Firefighter, a Lieutenant in the Fire Prevention Bureau, and then as a Company Officer; and
- Whereas, Ken Fron oversaw and took an active role in securing public education materials for distribution to our schools annually during Fire Prevention Week; and
- Whereas, Ken Fron enjoys annual family fishing trips with his brothers, woodworking (careful of the power saws), and is an active lifelong member of Sokol Tabor; and
- Whereas, Ken Fron loves spending time with his family, wife Lee, son Ken Jr., and daughter Katie; and
- Whereas, The City of Berwyn would like to extend its best wishes to a devoted employee for a retirement filled with joy, the love of his family and friends, and the good health to pursue whatever plans with his family he may have in the future.
- Therefore, I, Mayor Robert Lovero and the Aldermen of the City of Berwyn, would like to extend our appreciation and thanks to Mr. Ken Fron for his 28 years of service, and do hereby proclaim June 12, 2012 Ken Fron Day.

Dated this 12th day of June, 2012.

  
Robert J. Lovero, Mayor

  
Thomas J. Pavlik, City Clerk



# COMMODORE BARRY



Post and Unit 256  
The American Legion  
The American Legion Auxiliary  
6919 W. Roosevelt Road  
Berwyn, Illinois 60402



## **MAYOR LOVERO AND BERWYN CITY COUNSEL:**

Mayor Lovero and City Officials please except my gratitude for all you have done for Commodore Barry American Legion Post 256 in the past. I am stepping down from Commandership of the Post after seven years. With your help and concern for our Veterans we have been able to survive in these hard times.

Being a fifty plus year resident of Berwyn I applaud you for putting us on the map so to say once more. Your beautification projects and new businesses have made every resident of Berwyn very proud. I wish you all continued success and may God Bless you all.

Once again I see it fitting to thank Alderman Nora Laureto, who again has honored our fallen veterans by decorating our memorial for Memorial Day. She and her crew of Patricia James and Kelly Cimaglia have shown their love and respect for our heroes who have made the "Ultimate Sacrifice". I, as Commander, along with all of the members of Commodore Barry Post 256 American Legion salute them for the kindness they have shown.

Thank you Alderman Nora along with your team for making us proud to live in Berwyn and showing us what Memorial Day is all about.



# COMMODORE BARRY

Post and Unit 256  
The American Legion  
The American Legion Auxiliary  
6919 W. Roosevelt Road  
Berwyn, Illinois 60402



**May God bless all of us and our heroes of today who defend  
our freedom. God bless America.**

A handwritten signature in cursive script that reads 'Ben Pennacchio'.

**Ben Pennacchio  
Past Commander of Commodore Barry Post 256**



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

**The City of Berwyn**



**Thomas J. Pavlik**  
**City Clerk**

**A Century of Progress with Pride**

6700 West 28<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

61  
June 8, 2012

To: Mayor and City Council Members

From: Tom Pavlik, City Clerk

Re: Appointment and Swearing in of new Deputy City Clerk

Ladies and Gentleman,

It is with great pleasure I introduce new Deputy City Clerk of Berwyn Janet L. Pechota to replace former Deputy Jynette Ayala. I would like to take this time to thank Ms. Ayala for her hard work and dedication to the clerk's office over the past year. Please accept this matter as informational.

Respectfully,

Thomas J. Pavlik, CMC



**The City of Berwyn**



**Thomas J. Pavlik**  
City Clerk

**A Century of Progress with Pride**

6700 West 28<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2875  
[www.berwyn-il.gov](http://www.berwyn-il.gov)

62  
June 8, 2012

To: Mayor and City Council Members

From: Tom Pavlik, City Clerk

Re: Proposed Amendment of Chapter 209 Ethics Provisions, 209.08 (E) Reimbursement of Expenses

Ladies and Gentleman,

It has come to my attention that a minor conflict exists in our Ethics Ordinance, specifically 209.08 (E) regarding requests for copies of Aldermanic expenses. It would be my recommendation and that of the Berwyn Ethics Commission (see attached ruling) to amend 209.08 with the language that is contained within Chapter 202 and to make reference to the **Freedom of Information Act ILCS Ch. 5, Act 140, §§ 1 et seq.** in the text of 209.08 as follows, with additions bolded and italicized ;

(E) Copies of all requests for reimbursement including copies of all receipts shall be made available to the public upon request *in accordance with ILCS Ch. 5, Act 140, §§ 1 et seq. Freedom of Information Act* and shall be made available to the Internal Revenue Service by each recipient of reimbursement payments.

I ask for your concurrence and for this matter to be referred to the City Attorney to draft an amended ordinance.

Respectfully,

Thomas J. Pavlik, CMC

The City of Berwyn  
Ethics Commission



Wayne E. Parthun  
Chairman

A Century of Progress with Pride

Mr. Thomas Pavlik, Clerk  
The city of Berwyn  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402-0701

June 4, 2012  
Re: ETHICS COMPLAINT  
Radtke v. Pavlik

Dear Mr. Pavlik:

The attached document is the decision reached on the "Ethics Complaint" filed by Ms. Radtke, against you, claiming an Ethics violation relating to your position as Clerk for the City of Berwyn. This decision was reached by the members of the Commission after carefully weighing all of the facts and material presented to it by both you and Ms. Radtke.

As stated in the decision by the Commissioners, we find no Ethics violation, but we did note that a conflict does appear between Chapter 209 (Ethics Provisions) and (5ILCS 140/) the Illinois Freedom of Information Act. And as the later is the Official Authority dealing with all requests, similar to the one made by your Client, it is the governing authority on all Public Records.

Respectfully,

Wayne E. Parthun, Chairman  
For the Commission

# **CITY OF BERWYN ETHICS COMMISSION**

**THE FOLLOWING IS THE DECISION OF THE MEMBERS OF THE  
ETHICS COMMISSION PERTINENT TO THE ISSUE BEFORE IT:**

**Alexandra A. “Sandi” Radtke vs. Thomas J. Pavlik, Berwyn City Clerk**

With full consideration given to the facts, as presented by both parties, the Commissioners of the City of Berwyn’s “ Ethics Commission “ are rendering their determination as follows:

After reviewing the extensive presentation of documents concerning this issue, including the following:

**Chapter 202: Codified Ordinances**

**Chapter 209: Ethics Provisions**

**Illinois Compiled Statutes - General Provisions (5ILCS 140/) Freedom of Information Act**

**Copies of various communications - including various e-mails**

by all parties concerned, and with the assistance of our Legal Advisor - Berwyn City Attorney Anthony Bertuca, it has become evident that an actual “ Ethics “ violation of the City of Berwyn’s “Ethics Ordinance “ has not been committed by the accused, Mr. Thomas Pavlik, Berwyn City Clerk.

It has however become evident, to the members of the Commission, that a conflict does appear between Chapter 209 (Ethics Provisions) and (5ILCS 140/) Freedom of Information Act as the later is the **OFFICIAL AUTHORITY DEALING WITH ALL REQUESTS** and is the governing authority on all Public Records. Therefore, in the case of Chapter 209 vs. Freedom of Information Act, the Freedom of Information Act becomes the deciding Authority.

Respectfully,

Wayne E. Parthun, Chairman  
For the Commission



**The City of Berwyn**



**Thomas J. Pavlik**  
City Clerk

**A Century of Progress with Pride**

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

63

June 12, 2012

Mayor Robert J. Lovero  
And Council Members

Re: Prevailing Wage Ordinance

Attached, I submit for your perusal, the 2012 Prevailing Wage Ordinance "an act regulating wages of laborers, mechanics and other workers employed in any public works by the City of Berwyn or any public body or any political subdivision or by anyone under contract for public works."

Upon adoption, the Notice of Adoption will be published in a local newspaper with the cost being shared by the Health District, Township, and City.

Sincerely,

Thomas J. Pavlik, CMC  
City Clerk

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

---

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

---

**AN ORDINANCE ADOPTING THE PREVAILING  
WAGE STANDARDS FOR THE CITY OF  
BERWYN, COOK COUNTY, ILLINOIS**

---

**ROBERT J. LOVERO, Mayor**  
**TOM PAVLIK, Clerk**  
**JOSEPH M. KROC, Treasurer**

**NONA N. CHAPMAN**  
**JEFFREY BOYAJIAN**  
**MARGARET PAUL**  
**MICHELE D. SKRYD**  
**CESAR A. SANTOY**  
**THEODORE POLASHEK**  
**RAFAEL AVILA**  
**NORA LAURETO**  
**Aldermen**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE PREVAILING  
WAGE STANDARDS FOR THE CITY OF  
BERWYN, COOK COUNTY, ILLINOIS**

---

**WHEREAS**, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/1 *et seq.* (the "Act"); and

**WHEREAS**, the Act requires that the City of Berwyn investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of said City of Berwyn employed in performing construction of public works, for said City of Berwyn.

**NOW, THEREFORE**, be it ordained by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, in the exercise of its home rule powers as follows:

**SECTION 1:** To the extent and as required by the Prevailing Wage Act, the general prevailing rates of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Berwyn is hereby ascertained to be the same as the prevailing rates of wages for construction working the Cook County area, as determined by the Department of Labor of the State of Illinois as of June of the current year (*See Exhibit "A"*). The definition of any terms appearing in this ordinance which are also used in the Act shall be the same as in the Act.

As required by the Act, any and all revisions of the prevailing rates of wages by the Department of Labor of the State of Illinois shall supersede the Department's June construction undertaken by the City of Berwyn. The definition of any terms appearing in the ordinance which area also used in the Act shall be the same as in the Act.

**SECTION 2:** Nothing herein contained shall be construed to apply said general prevailing rates of wages as herein ascertained to any work or employment except public works construction undertaken of the City of Berwyn to the extent required by the Act.

**SECTION 3:** The City Clerk shall publicly post this determination or any revisions of such prevailing rate of wages, and keep it available for inspection at the City Hall by any interested party. A copy of the determination or of the currently revised determination of the prevailing rates of wages then in effect shall be attached to all contract specifications.

**SECTION 4:** The City Clerk shall mail a copy of this determination to any employer and to any association of employers and to any person or association of employees who have filed their names and addressed and have requested copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**SECTION 5:** The City Clerk shall promptly file a certified copy of this ordinance with the Honorable Jesse White, Secretary of State of Illinois, Index Department 111 East Monroe Street, Springfield, IL 62706 and with the Illinois Department of Labor, Fair Labor Standards Division, One West Old State Capitol Plaza, Room 300, Springfield, IL 62701.

**SECTION 6:** Within thirty (30) days after the filing with the Secretary of State, the City Clerk shall cause a notice to be published in a newspaper of general circulation within the City stating:

**SECTION 7:** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

**SECTION 8:** All ordinances in conflict herewith are repealed to the extent of such conflict.

**SECTION 9:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**ADOPTED** this \_\_\_\_\_ day of June, 2012, pursuant to a roll call vote as follows:

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

**APPROVED** by the Mayor on June \_\_\_\_\_, 2012.

\_\_\_\_\_  
Robert J. Lovero  
Mayor

**ATTEST:**

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

# Cook County Prevailing Wage for June 2012

(See explanation of column headings at bottom of wages)

| Trade Name           | RG      | TYP | C | Base   | FRMAN  | *M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng  |
|----------------------|---------|-----|---|--------|--------|--------|-----|-----|-------|-------|-------|-------|
| ASBESTOS ABT-GEN     | ALL     |     |   | 35.200 | 35.700 | 1.5    | 1.5 | 2.0 | 12.18 | 8.820 | 0.000 | 0.450 |
| ASBESTOS ABT-MEC     | BLD     |     |   | 32.850 | 0.000  | 1.5    | 1.5 | 2.0 | 10.82 | 10.66 | 0.000 | 0.720 |
| BOILERMAKER          | BLD     |     |   | 43.450 | 47.360 | 2.0    | 2.0 | 2.0 | 6.970 | 14.66 | 0.000 | 0.350 |
| BRICK MASON          | BLD     |     |   | 39.780 | 43.760 | 1.5    | 1.5 | 2.0 | 9.300 | 11.17 | 0.000 | 0.730 |
| CARPENTER            | ALL     |     |   | 40.770 | 42.770 | 1.5    | 1.5 | 2.0 | 12.34 | 11.25 | 0.000 | 0.530 |
| CEMENT MASON         | ALL     |     |   | 41.850 | 43.850 | 2.0    | 1.5 | 2.0 | 10.70 | 10.76 | 0.000 | 0.320 |
| CERAMIC TILE PNsher  | BLD     |     |   | 33.600 | 0.000  | 2.0    | 1.5 | 2.0 | 9.200 | 6.680 | 0.000 | 0.580 |
| COMM. ELECT.         | BLD     |     |   | 36.440 | 38.940 | 1.5    | 1.5 | 2.0 | 8.420 | 8.910 | 0.000 | 0.700 |
| ELECTRIC PWR EQMT OP | ALL     |     |   | 41.850 | 46.850 | 1.5    | 1.5 | 2.0 | 10.27 | 13.01 | 0.000 | 0.320 |
| ELECTRIC PWR GRNDMAN | ALL     |     |   | 32.640 | 46.850 | 1.5    | 1.5 | 2.0 | 8.000 | 10.12 | 0.000 | 0.240 |
| ELECTRIC PWR LINEMAN | ALL     |     |   | 41.850 | 46.850 | 1.5    | 1.5 | 2.0 | 10.27 | 13.01 | 0.000 | 0.320 |
| ELECTRICIAN          | ALL     |     |   | 40.400 | 43.000 | 1.5    | 1.5 | 2.0 | 13.83 | 7.920 | 0.000 | 0.750 |
| ELEVATOR CONSTRUCTOR | BLD     |     |   | 48.560 | 54.630 | 2.0    | 2.0 | 2.0 | 11.03 | 11.96 | 2.910 | 0.000 |
| FENCE ERECTOR        | ALL     |     |   | 32.660 | 34.660 | 1.5    | 1.5 | 2.0 | 12.42 | 10.00 | 0.000 | 0.250 |
| GLAZIER              | BLD     |     |   | 38.500 | 40.000 | 1.5    | 2.0 | 2.0 | 11.49 | 14.64 | 0.000 | 0.840 |
| HT/FROST INSULATOR   | BLD     |     |   | 43.800 | 46.300 | 1.5    | 1.5 | 2.0 | 10.82 | 11.86 | 0.000 | 0.720 |
| IRON WORKER          | ALL     |     |   | 40.750 | 42.750 | 2.0    | 2.0 | 2.0 | 13.20 | 19.09 | 0.000 | 0.350 |
| LABORER              | ALL     |     |   | 35.200 | 35.950 | 1.5    | 1.5 | 2.0 | 12.18 | 8.820 | 0.000 | 0.450 |
| LATHER               | ALL     |     |   | 40.770 | 42.770 | 1.5    | 1.5 | 2.0 | 12.34 | 11.25 | 0.000 | 0.530 |
| MACHINIST            | BLD     |     |   | 43.160 | 45.160 | 1.5    | 1.5 | 2.0 | 7.980 | 8.950 | 0.000 | 0.000 |
| MARBLE FINISHERS     | ALL     |     |   | 29.100 | 0.000  | 1.5    | 1.5 | 2.0 | 9.300 | 11.17 | 0.000 | 0.660 |
| MARBLE MASON         | BLD     |     |   | 39.030 | 42.930 | 1.5    | 1.5 | 2.0 | 9.300 | 11.17 | 0.000 | 0.730 |
| MATERIAL TESTER I    | ALL     |     |   | 25.200 | 0.000  | 1.5    | 1.5 | 2.0 | 12.18 | 8.820 | 0.000 | 0.450 |
| MATERIALS TESTER II  | ALL     |     |   | 30.200 | 0.000  | 1.5    | 1.5 | 2.0 | 12.18 | 8.820 | 0.000 | 0.450 |
| MILLWRIGHT           | ALL     |     |   | 40.770 | 42.770 | 1.5    | 1.5 | 2.0 | 12.34 | 11.25 | 0.000 | 0.530 |
| OPERATING ENGINEER   | BLD 1   |     |   | 45.100 | 49.100 | 2.0    | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | BLD 2   |     |   | 43.800 | 49.100 | 2.0    | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | BLD 3   |     |   | 41.250 | 49.100 | 2.0    | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | BLD 4   |     |   | 39.500 | 49.100 | 2.0    | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | BLD 5   |     |   | 48.850 | 49.100 | 2.0    | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | BLD 6   |     |   | 46.100 | 49.100 | 2.0    | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | BLD 7   |     |   | 48.100 | 49.100 | 2.0    | 2.0 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | FLT 1   |     |   | 51.300 | 51.300 | 1.5    | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER   | FLT 2   |     |   | 49.800 | 51.300 | 1.5    | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER   | FLT 3   |     |   | 44.350 | 51.300 | 1.5    | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER   | FLT 4   |     |   | 36.850 | 51.300 | 1.5    | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER   | HWY 1   |     |   | 43.300 | 47.300 | 1.5    | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | HWY 2   |     |   | 42.750 | 47.300 | 1.5    | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | HWY 3   |     |   | 40.700 | 47.300 | 1.5    | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | HWY 4   |     |   | 39.300 | 47.300 | 1.5    | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | HWY 5   |     |   | 38.100 | 47.300 | 1.5    | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | HWY 6   |     |   | 46.300 | 47.300 | 1.5    | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| OPERATING ENGINEER   | HWY 7   |     |   | 44.300 | 47.300 | 1.5    | 1.5 | 2.0 | 14.40 | 9.550 | 1.900 | 1.250 |
| ORNAMNTL IRON WORKER | ALL     |     |   | 40.200 | 42.700 | 2.0    | 2.0 | 2.0 | 12.67 | 15.61 | 0.000 | 0.500 |
| PAINTER              | ALL     |     |   | 38.000 | 42.750 | 1.5    | 1.5 | 1.5 | 9.750 | 11.10 | 0.000 | 0.770 |
| PAINTER SIGNS        | BLD     |     |   | 33.920 | 38.090 | 1.5    | 1.5 | 1.5 | 2.600 | 2.710 | 0.000 | 0.000 |
| PILEDRIIVER          | ALL     |     |   | 40.770 | 42.770 | 1.5    | 1.5 | 2.0 | 12.34 | 11.25 | 0.000 | 0.530 |
| PIPEFITTER           | BLD     |     |   | 44.050 | 47.050 | 1.5    | 1.5 | 2.0 | 8.460 | 13.85 | 0.000 | 1.820 |
| PLASTERER            | BLD     |     |   | 39.250 | 41.610 | 1.5    | 1.5 | 2.0 | 10.60 | 10.69 | 0.000 | 0.550 |
| PLUMBER              | BLD     |     |   | 44.750 | 46.750 | 1.5    | 1.5 | 2.0 | 11.59 | 9.060 | 0.000 | 0.780 |
| ROOFER               | BLD     |     |   | 37.650 | 40.650 | 1.5    | 1.5 | 2.0 | 8.380 | 6.820 | 0.000 | 0.430 |
| SHEETMETAL WORKER    | BLD     |     |   | 40.560 | 43.800 | 1.5    | 1.5 | 2.0 | 9.880 | 16.54 | 0.000 | 0.630 |
| SIGN HANGER          | BLD     |     |   | 29.460 | 29.960 | 1.5    | 1.5 | 2.0 | 4.800 | 2.980 | 0.000 | 0.000 |
| SPRINKLER FITTER     | BLD     |     |   | 49.200 | 51.200 | 1.5    | 1.5 | 2.0 | 9.750 | 8.200 | 0.000 | 0.450 |
| STEEL ERECTOR        | ALL     |     |   | 40.750 | 42.750 | 2.0    | 2.0 | 2.0 | 13.20 | 19.09 | 0.000 | 0.350 |
| STONE MASON          | BLD     |     |   | 39.780 | 43.760 | 1.5    | 1.5 | 2.0 | 9.300 | 11.17 | 0.000 | 0.730 |
| TERRAZZO FINISHER    | BLD     |     |   | 35.150 | 0.000  | 1.5    | 1.5 | 2.0 | 9.200 | 9.070 | 0.000 | 0.430 |
| TERRAZZO MASON       | BLD     |     |   | 39.010 | 42.010 | 1.5    | 1.5 | 2.0 | 9.200 | 10.41 | 0.000 | 0.510 |
| TILE MASON           | BLD     |     |   | 40.490 | 44.490 | 2.0    | 1.5 | 2.0 | 9.200 | 8.390 | 0.000 | 0.640 |
| TRAFFIC SAFETY WRKR  | HWY     |     |   | 28.250 | 29.850 | 1.5    | 1.5 | 2.0 | 4.896 | 4.175 | 0.000 | 0.000 |
| TRUCK DRIVER         | E ALL 1 |     |   | 33.850 | 34.500 | 1.5    | 1.5 | 2.0 | 8.150 | 8.500 | 0.000 | 0.150 |
| TRUCK DRIVER         | E ALL 2 |     |   | 34.100 | 34.500 | 1.5    | 1.5 | 2.0 | 8.150 | 8.500 | 0.000 | 0.150 |
| TRUCK DRIVER         | E ALL 3 |     |   | 34.300 | 34.500 | 1.5    | 1.5 | 2.0 | 8.150 | 8.500 | 0.000 | 0.150 |
| TRUCK DRIVER         | E ALL 4 |     |   | 34.500 | 34.500 | 1.5    | 1.5 | 2.0 | 8.150 | 8.500 | 0.000 | 0.150 |
| TRUCK DRIVER         | W ALL 1 |     |   | 32.550 | 33.100 | 1.5    | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER         | W ALL 2 |     |   | 32.700 | 33.100 | 1.5    | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER         | W ALL 3 |     |   | 32.900 | 33.100 | 1.5    | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER         | W ALL 4 |     |   | 33.100 | 33.100 | 1.5    | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TUCKPOINTER          | BLD     |     |   | 39.950 | 40.950 | 1.5    | 1.5 | 2.0 | 8.180 | 10.57 | 0.000 | 0.790 |

Legend: M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.) H/W (Health & Welfare Insurance)  
 OSA (Overtime is required for every hour worked on Saturday) Pensn (Pension)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays) Vac (Vacation)  
 Trng (Training)

THE CITY OF BERWYN  
COOK COUNTY, ILLINOIS

PUBLIC NOTICE OF ADOPTION OF  
PREVAILING WAGE STANDARDS

PLEASE TAKE NOTICE that on \_\_\_\_\_, 2012, the Mayor and City Council of the City of Berwyn, Cook County, Illinois, adopted Ordinance No. \_\_\_\_\_, determining prevailing wages pursuant to 820 ILCS 13/1 *et seq.*, which determination is now effective.

(Date of Publication)

Published by Order of the Mayor and City Council of the City of Berwyn.

Thomas J. Pavlik, CMC  
City Clerk



STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF COOK       )

### **CERTIFICATION**

I, THOMAS J. PAVLIK, DO HEREBY CERTIFY that I am the duly qualified and elected Clerk of the City of Berwyn, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the City of Berwyn, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of Ordinance No. \_\_\_\_, "AN ORDINANCE ADOPTING THE PREVAILING WAGE STANDARDS IN THE CITY OF BERWYN, COOK COUNTY, ILLINOIS," adopted and approved by the Mayor and City Council of the City of Berwyn, Illinois on June \_\_\_\_, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the City of Berwyn, Cook County, Illinois this \_\_\_\_\_ day of June, 2012.

---

Thomas J. Pavlik, CMC  
City Clerk  
City of Berwyn  
Cook County, Illinois



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



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



## **J. Staff Reports**



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

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

## **BERWYN FIRE DEPARTMENT**

6700 W. 26th Street • Berwyn, IL 60402-0701

708.788.2660 ext 3281

FAX 708.788.3039 • Emergency 9-1-1



**Mayor Robert J. Lovero**

May 31, 2012

To: Mayor Robert Lovero & Members of City Council

From: Fire Chief Denis O'Halloran

Re: Introduction and swearing in of Felix Greco to the Rank of Lieutenant

Honorable Mayor and members of City Council,

I would like to present for promotion to the rank of Lieutenant, and swear in current Engineer Felix Greco. This assignment takes effect this Thursday, June 14, 2012. This promotion is for the replacement of Retiring Lieutenant Ken Fron. This position has been approved by Council and has been planned for in the budget.

Respectfully submitted,

Denis O'Halloran

Fire Chief.



City of Berwyn Police and Fire Commission

Carl Reina, Chairman

Rick Toman, Commissioner 6401 West 31st Street

Roger Montoro, Commissioner Berwyn, IL. 60402

Tony J. Laureto, Secretary



Mayor Robert J. Lovero

Alderman Ralph Avila, Chairman of Police and Fire Committee

Fire Chief Denis O'Halloran

City Clerk Tom Pavlik

City Treasurer Joseph Kroc

Members of the City Council

Date: 6/1/2012

RE: Promotion of Engineer Felix Greco

At the request of Chief Denis O'Halloran, Felix Greco as the next candidate on the Lieutenant's eligibility list, be promoted to the rank of Lieutenant. The members of the Police and Fire Commission pending approval of the Mayor and the City Council therefore recommend the appointment of Felix Greco to the rank of Lieutenant in the Berwyn Fire Department and are sworn in at the Berwyn Council meeting on 6/12/2012 with the effective start date of 6/14/2012.

The Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman, Commissioner

Roger Montoro, Commissioner

Tony J. Laureto, Secretary



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

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## **BERWYN FIRE DEPARTMENT**

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



**Mayor Robert J. Lovero**

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

May 31, 2012

To: Mayor Robert Lovero & Members of City Council

From: Fire Chief Denis O'Halloran

Re: Introduction and swearing in of Derek Mijares to the seniority promotion of Engineer

Honorable Mayor and Members of City Council,

I would like to introduce our newly promoted Engineer Derek Mijares, and present him for swearing in for the position. This position is for the replacement of Mark Warta due to his recent promotion to the rank of Lieutenant. This position has been approved by Council and has been planned for in the budget.

Respectfully submitted,

Denis O'Halloran  
Fire Chief.





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

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

## **BERWYN FIRE DEPARTMENT**

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



**Mayor Robert J. Lovero**

June 5, 2012

To: Mayor Robert Lovero & Members of City Council

From: Fire Chief Denis O'Halloran

Re: Introduction and swearing in of Sam Canerday to the seniority promotion of Engineer

Honorable Mayor and Members of City Council,

I would like to introduce our newly promoted Engineer Sam Canerday, and present him for swearing in for the position. This position is for the replacement of Felix Greco due to his recent promotion to the rank of Lieutenant. This position has been approved by Council and has been planned for in the budget.

Respectfully submitted,

Denis O'Halloran  
Fire Chief.



5-4

## **BERWYN FIRE DEPARTMENT**

6700 W. 26th Street • Berwyn, IL 60402-0701

708.788.2660 ext 3281

FAX 708.788.3039 • Emergency 9-1-1



**Mayor Robert J. Lovero**

**Denis O'Halloran**

*Fire Chief*

do'halloran@ci.berwyn.il.us

**Sam Molinaro**

*Assistant Fire Chief*

smolinaro@ci.berwyn.il.us

June 5, 2012

To: Mayor Robert Lovero  
Members of City Council

From: Fire Chief Denis O'Halloran

Re: Introduction and swearing in of newly appointed probationary Firefighter/Paramedic  
Andrew Bettenhausen for the replacement due to vacancy created by recent promotions.

Honorable Mayor and members of City Council,

I would like to introduce our newly appointed Firefighter/Paramedic Andrew Bettenhausen and present him for swearing in for the position. This position has been planned for in the budget and is a replacement.

Respectfully submitted,

Denis O'Halloran

Fire Chief.



**CITY OF BERWYN POLICE AND FIRE COMMISSION**

Carl Reina, Chairman

Rick Toman, Commissioner

Roger Montoro, Commissioner

Tony J. Laureto, Secretary

**6401 WEST 31ST STREET**

**BERWYN, IL. 60402**



Mayor Robert J. Lovero

Alderman Ralph Avila Chairman of Police and Fire Committee

Fire Chief Denis O'Halloran

City Clerk Tom Pavlik

City Treasurer Joseph Kroc

Members of the City Council

Date: 6/1/2012

RE: Probationary Firefighter Appointment

Andrew D. Benttenhausen has passed all of the requirements of employment for the City of Berwyn Fire Department.

As approved by the Mayor and the City Council at the request of Fire Chief Denis O'Halloran, the members of the Police and Fire Commission therefore recommend the appointment of Andrew D. Benttenhausen to the Berwyn Fire Department.

The introduction and swearing in at the June 12th Berwyn Council meeting and the effective start date of June 14<sup>th</sup>, 2012.

Board of Police and Fire Commissioners

Carl Reina, Chairman

Richard Toman

Roger Montoro

Tony J. Laureto

Secretary BPFC

[ALaureto@ci.berwyn.il.us](mailto:ALaureto@ci.berwyn.il.us)

[tony@laureto.com](mailto:tony@laureto.com)

708-935-3225

*5-5*  
The City of Berwyn



Anthony T. Bertuca  
City Attorney

**A Century of Progress with Pride**

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

June 12, 2012

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

Re: 2011 M1 - 301621

Dear Mr. Pavlik:

Please put this item on the June 12, 2012 agenda authorizing the settlement of the above referenced matter for the total of \$4,000.00, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca  
City Attorney

The City of Berwyn

J-6



Anthony T. Bertuca  
City Attorney

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

June 12, 2012

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

Re: IWCC No. 09 WC 30902 d/a 2/10/07  
IWCC No. 09 WC 30903 d/a 6/26/09  
IWCC No. 09 WC 28880 d/a 5/12/09  
IWCC No. 09 WC 28881 d/a 6/26/09

Dear Mr. Pavlik:

Please put this item on the June 12, 2012 agenda authorizing the settlement of the above referenced matters for the total of \$29,927.00, based upon City Council authority granted in Executive Session.

Very truly yours,

Anthony T. Bertuca  
City Attorney





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

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May 22, 2012

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

Re: Recommendation of approval for the expending of monies for contractual services to LISHost for the development of an interactive website.

For the last three years, the Library has been using a free State Library-supported web design template called Plinket for its website. There are significant navigation and content layout limitations with this service. Therefore, I am requesting the approval of an amount not to exceed \$9,250 for a professional web design that will enable the library to incorporate the library's existing branding into a refreshed look and feel. The design will utilize a modern content management system to create a robust and interactive web presence for the library.

The Library Board of Trustees approved this expenditure and recommended the hiring of LISHost as the chosen vendor at the May 21, 2012 Board of Trustees meeting. The web design has also been earmarked in the 2012 Library budget. We will be using monies from the 2011 Per Capita Grant in the amount of \$4,000.00 for the down payment and the remaining cost of the design will come out of the Library's IT account. This is a much needed first step for the library to offer the community the type of 24/7 service that our patrons' have come to expect.

#### **Recommended Action**

Staff recommends the City Council approve this allocation of funds toward the contracting services of LISHost to include the development and training of a mobile-friendly and integrated website. In compliance with the City of Berwyn's purchasing policy, I have solicited three quotes from various vendors and will make them available for review.

Respectfully,

Tammy Clausen  
Director of the Berwyn Public Library



## **K. Consent Agenda**



**The City of Berwyn**



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

K-1

**A Century of Progress with Pride**

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

June 7, 2012

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

SUBJECT: Payroll May 23, 2012

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the June 12, 2012 meeting.

Payroll: May 23, 2012 in the amount of \$936,507.19.

Respectfully Submitted,

Nona N. Chapman  
Budget Committee Chairman

**The City of Berwyn**



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

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

June 7, 2012

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

SUBJECT: Payroll June 6, 2012

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the June 12, 2012 meeting.

Payroll: June 6, 2012 in the amount of \$1,152,307.48.

Respectfully Submitted,

Nona N. Chapman  
Budget Committee Chairman

**The City of Berwyn**



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

K-2

**A Century of Progress with Pride**

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

June 8, 2012

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

SUBJECT: Payables June 12, 2012 meeting

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the June 12, 2012 meeting.

Total Payables: June 12, 2012 in the amount of \$1,218,926.86.

Respectfully Submitted,

  
Nona N. Chapman  
Budget Committee Chairman

# Payment Register

From Payment Date: 6/9/2011 - To Payment Date: 6/13/2012

| Number            | Date       | Status | Void Reason | Reconciled/<br>Voided Date | Source           | Payee Name                                                 | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|-------------------|------------|--------|-------------|----------------------------|------------------|------------------------------------------------------------|-----------------------|----------------------|------------|
| 01 - General Cash |            |        |             |                            |                  |                                                            |                       |                      |            |
| <u>Check</u>      |            |        |             |                            |                  |                                                            |                       |                      |            |
| 17572             | 05/22/2012 | Open   |             |                            | Accounts Payable | Ingram Library Services                                    | \$27.78               |                      |            |
| 17573             | 05/22/2012 | Open   |             |                            | Accounts Payable | Interplan, LLC                                             | \$1,350.00            |                      |            |
| 17574             | 05/22/2012 | Open   |             |                            | Accounts Payable | McDonald Modular Solutions, Inc.                           | \$285.00              |                      |            |
| 17575             | 05/22/2012 | Open   |             |                            | Accounts Payable | Municipal Clerks of SW Suburbs                             | \$25.00               |                      |            |
| 17576             | 05/22/2012 | Open   |             |                            | Accounts Payable | Rough Stone, Inc.                                          | \$6,250.00            |                      |            |
| 17577             | 05/23/2012 | Open   |             |                            | Accounts Payable | Taylor Lazzara                                             | \$320.00              |                      |            |
| 17578             | 05/30/2012 | Open   |             |                            | Accounts Payable | U.S. Postmaster                                            | \$3,180.66            |                      |            |
| 17579             | 06/05/2012 | Open   |             |                            | Accounts Payable | Rebels Basketball                                          | \$335.00              |                      |            |
| 17580             | 06/05/2012 | Open   |             |                            | Accounts Payable | Salt Creek Umpires                                         | \$1,300.00            |                      |            |
| 17581             | 06/07/2012 | Open   |             |                            | Accounts Payable | JNC Consulting, Inc.                                       | \$3,450.00            |                      |            |
| 17582             | 06/13/2012 | Open   |             |                            | Accounts Payable | 1st Source America                                         | \$1,001.52            |                      |            |
| 17583             | 06/13/2012 | Open   |             |                            | Accounts Payable | A & A Sprinkler Company, Inc.                              | \$325.00              |                      |            |
| 17584             | 06/13/2012 | Open   |             |                            | Accounts Payable | A- Team Officials                                          | \$396.00              |                      |            |
| 17585             | 06/13/2012 | Open   |             |                            | Accounts Payable | ABC Automotive Electronics                                 | \$2,531.60            |                      |            |
| 17586             | 06/13/2012 | Open   |             |                            | Accounts Payable | ABC Commercial Maintenance<br>Services, Inc.               | \$10,421.00           |                      |            |
| 17587             | 06/13/2012 | Open   |             |                            | Accounts Payable | Able Printing Service                                      | \$970.18              |                      |            |
| 17588             | 06/13/2012 | Open   |             |                            | Accounts Payable | ADT Security Services                                      | \$493.42              |                      |            |
| 17589             | 06/13/2012 | Open   |             |                            | Accounts Payable | Advanced Distribution Solutions, Inc.                      | \$83.65               |                      |            |
| 17590             | 06/13/2012 | Open   |             |                            | Accounts Payable | Advanced Occupational Medicine<br>Specialists              | \$325.00              |                      |            |
| 17591             | 06/13/2012 | Open   |             |                            | Accounts Payable | AETNA                                                      | \$27,022.20           |                      |            |
| 17592             | 06/13/2012 | Open   |             |                            | Accounts Payable | Air One Equipment, Inc.                                    | \$6,497.00            |                      |            |
| 17593             | 06/13/2012 | Open   |             |                            | Accounts Payable | Al Warren Oil Company                                      | \$66,848.56           |                      |            |
| 17594             | 06/13/2012 | Open   |             |                            | Accounts Payable | All American Exterior Solutions                            | \$950.00              |                      |            |
| 17595             | 06/13/2012 | Open   |             |                            | Accounts Payable | Allied Asphalt                                             | \$478.02              |                      |            |
| 17596             | 06/13/2012 | Open   |             |                            | Accounts Payable | Alvaro Alvarez                                             | \$84.45               |                      |            |
| 17597             | 06/13/2012 | Open   |             |                            | Accounts Payable | AM Electrical Engineering & Design                         | \$1,242.50            |                      |            |
| 17598             | 06/13/2012 | Open   |             |                            | Accounts Payable | AmAudit                                                    | \$961.68              |                      |            |
| 17599             | 06/13/2012 | Open   |             |                            | Accounts Payable | Amazon.com                                                 | \$2,383.65            |                      |            |
| 17600             | 06/13/2012 | Open   |             |                            | Accounts Payable | American Library Association                               | \$40.00               |                      |            |
| 17601             | 06/13/2012 | Open   |             |                            | Accounts Payable | Ancel, Glink, Diamond, Bush, DiCianni &<br>Kraftherfer, PC | \$561.84              |                      |            |
| 17602             | 06/13/2012 | Open   |             |                            | Accounts Payable | Aqua Chill of Chicago # 22                                 | \$258.00              |                      |            |
| 17603             | 06/13/2012 | Open   |             |                            | Accounts Payable | Associated Tire and Battery                                | \$475.00              |                      |            |
| 17604             | 06/13/2012 | Open   |             |                            | Accounts Payable | AT & T                                                     | \$5,235.65            |                      |            |
| 17605             | 06/13/2012 | Open   |             |                            | Accounts Payable | AT & T                                                     | \$13,481.85           |                      |            |
| 17606             | 06/13/2012 | Open   |             |                            | Accounts Payable | AT& T                                                      | \$20,485.24           |                      |            |
| 17607             | 06/13/2012 | Open   |             |                            | Accounts Payable | AT& T Long Distance                                        | \$51.07               |                      |            |
| 17608             | 06/13/2012 | Open   |             |                            | Accounts Payable | AudioGo                                                    | \$633.49              |                      |            |
| 17609             | 06/13/2012 | Open   |             |                            | Accounts Payable | Automated Logic                                            | \$681.50              |                      |            |
| 17610             | 06/13/2012 | Open   |             |                            | Accounts Payable | AWESOME Pest Service                                       | \$725.00              |                      |            |
| 17611             | 06/13/2012 | Open   |             |                            | Accounts Payable | B. Davids Landscaping                                      | \$2,905.00            |                      |            |
| 17612             | 06/13/2012 | Open   |             |                            | Accounts Payable | B. Davids Landscaping                                      | \$160.00              |                      |            |
| 17613             | 06/13/2012 | Open   |             |                            | Accounts Payable | B. Davids Landscaping                                      | \$75.00               |                      |            |
| 17614             | 06/13/2012 | Open   |             |                            | Accounts Payable | Baker & Taylor Entertainment, Inc.                         | \$34.77               |                      |            |
| 17615             | 06/13/2012 | Open   |             |                            | Accounts Payable | Baker & Taylor Entertainment, Inc.                         | \$510.19              |                      |            |

# Payment Register

From Payment Date: 6/9/2011 - To Payment Date: 6/13/2012

| Number | Date       | Status | Void Reason | Reconciled/<br>Voided Date | Source           | Payee Name                                  | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|---------------------------------------------|-----------------------|----------------------|------------|
| 17616  | 06/13/2012 | Open   |             |                            | Accounts Payable | Banc of America, Public Capital Corporation | \$5,512.68            |                      |            |
| 17617  | 06/13/2012 | Open   |             |                            | Accounts Payable | Barge Terminal & Trucking                   | \$1,575.73            |                      |            |
| 17618  | 06/13/2012 | Open   |             |                            | Accounts Payable | Becky Spratford                             | \$892.79              |                      |            |
| 17619  | 06/13/2012 | Open   |             |                            | Accounts Payable | Berwyn Ace Hardware                         | \$114.69              |                      |            |
| 17620  | 06/13/2012 | Open   |             |                            | Accounts Payable | Berwyn Public Health Department             | \$3,018.00            |                      |            |
| 17621  | 06/13/2012 | Open   |             |                            | Accounts Payable | Better Containers                           | \$323.14              |                      |            |
| 17622  | 06/13/2012 | Open   |             |                            | Accounts Payable | Blackstone Audiobooks                       | \$108.71              |                      |            |
| 17623  | 06/13/2012 | Open   |             |                            | Accounts Payable | Bluders Tree Service & Landscaping          | \$3,300.00            |                      |            |
| 17624  | 06/13/2012 | Open   |             |                            | Accounts Payable | Brian Madden                                | \$1,080.00            |                      |            |
| 17625  | 06/13/2012 | Open   |             |                            | Accounts Payable | Briana Perlot                               | \$219.30              |                      |            |
| 17626  | 06/13/2012 | Open   |             |                            | Accounts Payable | Brodart Company                             | \$56.93               |                      |            |
| 17627  | 06/13/2012 | Open   |             |                            | Accounts Payable | Bryan Cummings                              | \$100.00              |                      |            |
| 17628  | 06/13/2012 | Open   |             |                            | Accounts Payable | CAPS SERVICE CENTER                         | \$190.00              |                      |            |
| 17629  | 06/13/2012 | Open   |             |                            | Accounts Payable | Cassidy Tire                                | \$679.46              |                      |            |
| 17630  | 06/13/2012 | Open   |             |                            | Accounts Payable | CDW Government, Inc.                        | \$155.98              |                      |            |
| 17631  | 06/13/2012 | Open   |             |                            | Accounts Payable | Cermak Animal Clinic                        | \$58.00               |                      |            |
| 17632  | 06/13/2012 | Open   |             |                            | Accounts Payable | Chicago Badge Company                       | \$84.40               |                      |            |
| 17633  | 06/13/2012 | Open   |             |                            | Accounts Payable | Chicago Office Technology Group             | \$597.57              |                      |            |
| 17634  | 06/13/2012 | Open   |             |                            | Accounts Payable | Citadel                                     | \$180.00              |                      |            |
| 17635  | 06/13/2012 | Open   |             |                            | Accounts Payable | Comcast Broadband Security, LLC             | \$50.00               |                      |            |
| 17636  | 06/13/2012 | Open   |             |                            | Accounts Payable | Comcast Cable                               | \$72.75               |                      |            |
| 17637  | 06/13/2012 | Open   |             |                            | Accounts Payable | ComEd                                       | \$154.19              |                      |            |
| 17638  | 06/13/2012 | Open   |             |                            | Accounts Payable | ComEd                                       | \$18,778.72           |                      |            |
| 17639  | 06/13/2012 | Open   |             |                            | Accounts Payable | Communication Revolving Fund                | \$439.15              |                      |            |
| 17640  | 06/13/2012 | Open   |             |                            | Accounts Payable | Computer Power Systems, Inc.                | \$500.00              |                      |            |
| 17641  | 06/13/2012 | Open   |             |                            | Accounts Payable | Cuda Law Offices, LTD                       | \$4,235.50            |                      |            |
| 17642  | 06/13/2012 | Open   |             |                            | Accounts Payable | Dean & Paulette Veldman                     | \$110.00              |                      |            |
| 17643  | 06/13/2012 | Open   |             |                            | Accounts Payable | Deece Automotive                            | \$105.00              |                      |            |
| 17644  | 06/13/2012 | Open   |             |                            | Accounts Payable | Dell Marketing, LP                          | \$2,181.85            |                      |            |
| 17645  | 06/13/2012 | Open   |             |                            | Accounts Payable | Diamond Graphics, Inc.                      | \$8,735.50            |                      |            |
| 17646  | 06/13/2012 | Open   |             |                            | Accounts Payable | Don Morris Architects, PC                   | \$8,132.64            |                      |            |
| 17647  | 06/13/2012 | Open   |             |                            | Accounts Payable | E & M Maintenance Group                     | \$1,430.00            |                      |            |
| 17648  | 06/13/2012 | Open   |             |                            | Accounts Payable | Elite Construction Solutions, Inc.          | \$595.00              |                      |            |
| 17649  | 06/13/2012 | Open   |             |                            | Accounts Payable | Emergency Medical Products, Inc.            | \$260.26              |                      |            |
| 17650  | 06/13/2012 | Open   |             |                            | Accounts Payable | Engineering Enterprises, Inc.               | \$2,250.00            |                      |            |
| 17651  | 06/13/2012 | Open   |             |                            | Accounts Payable | Ennio Moreno                                | \$110.00              |                      |            |
| 17652  | 06/13/2012 | Open   |             |                            | Accounts Payable | Esther Chase                                | \$33.42               |                      |            |
| 17653  | 06/13/2012 | Open   |             |                            | Accounts Payable | Eufmia Acevedo                              | \$110.00              |                      |            |
| 17654  | 06/13/2012 | Open   |             |                            | Accounts Payable | Exelon Energy Company                       | \$4,872.10            |                      |            |
| 17655  | 06/13/2012 | Open   |             |                            | Accounts Payable | Farid Khalib                                | \$200.00              |                      |            |
| 17656  | 06/13/2012 | Open   |             |                            | Accounts Payable | Federal Express Corporation                 | \$244.54              |                      |            |
| 17657  | 06/13/2012 | Open   |             |                            | Accounts Payable | Federal Rent-a-Fence, Inc.                  | \$72.00               |                      |            |
| 17658  | 06/13/2012 | Open   |             |                            | Accounts Payable | Fernando Loza Sr.                           | \$110.00              |                      |            |
| 17659  | 06/13/2012 | Open   |             |                            | Accounts Payable | Fire Investigators Strike Force             | \$75.00               |                      |            |
| 17660  | 06/13/2012 | Open   |             |                            | Accounts Payable | Fire Safety Consultants, Inc.               | \$3,195.00            |                      |            |
| 17661  | 06/13/2012 | Open   |             |                            | Accounts Payable | Flash Electric Company                      | \$1,670.00            |                      |            |
| 17662  | 06/13/2012 | Open   |             |                            | Accounts Payable | Fort Dearborn Life Insurance Company        | \$5,586.40            |                      |            |
| 17663  | 06/13/2012 | Open   |             |                            | Accounts Payable | Frank Novotny & Associates                  | \$5,566.00            |                      |            |



# Payment Register

From Payment Date: 6/9/2011 - To Payment Date: 6/13/2012

| Number | Date       | Status | Void Reason | Reconciled/<br>Voided Date | Source           | Payee Name                                    | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|-----------------------------------------------|-----------------------|----------------------|------------|
| 17664  | 06/13/2012 | Open   |             |                            | Accounts Payable | Freeway Ford Truck Sales, Inc.                | \$4,852.14            |                      |            |
| 17665  | 06/13/2012 | Open   |             |                            | Accounts Payable | Fullmer Locksmith Service, Inc.               | \$6.50                |                      |            |
| 17666  | 06/13/2012 | Open   |             |                            | Accounts Payable | G. Larson and Sons                            | \$137.95              |                      |            |
| 17667  | 06/13/2012 | Open   |             |                            | Accounts Payable | GALE                                          | \$254.14              |                      |            |
| 17668  | 06/13/2012 | Open   |             |                            | Accounts Payable | Gallagher Materials, Inc.                     | \$2,795.00            |                      |            |
| 17669  | 06/13/2012 | Open   |             |                            | Accounts Payable | Game & Fish                                   | \$14.97               |                      |            |
| 17670  | 06/13/2012 | Open   |             |                            | Accounts Payable | Gaylord Bros, Inc.                            | \$183.73              |                      |            |
| 17671  | 06/13/2012 | Open   |             |                            | Accounts Payable | Gewall Hamilton Associates, Inc.              | \$59.82               |                      |            |
| 17672  | 06/13/2012 | Open   |             |                            | Accounts Payable | Gil Hebard Guns, Inc.                         | \$1,179.48            |                      |            |
| 17673  | 06/13/2012 | Open   |             |                            | Accounts Payable | Gold Medal Products, Chicago<br>Division      | \$261.90              |                      |            |
| 17674  | 06/13/2012 | Open   |             |                            | Accounts Payable | H-O-H Chemicals, Inc.                         | \$550.00              |                      |            |
| 17675  | 06/13/2012 | Open   |             |                            | Accounts Payable | H. J. Mohr & Sons Company                     | \$2,233.08            |                      |            |
| 17676  | 06/13/2012 | Open   |             |                            | Accounts Payable | Halloran & Yauch, Inc.                        | \$937.89              |                      |            |
| 17677  | 06/13/2012 | Open   |             |                            | Accounts Payable | Halo                                          | \$800.00              |                      |            |
| 17678  | 06/13/2012 | Open   |             |                            | Accounts Payable | HD Supply Waterworks, LTD                     | \$24,838.32           |                      |            |
| 17679  | 06/13/2012 | Open   |             |                            | Accounts Payable | Health Care Service Corporation               | \$634,793.86          |                      |            |
| 17680  | 06/13/2012 | Open   |             |                            | Accounts Payable | Healthy Years                                 | \$28.00               |                      |            |
| 17681  | 06/13/2012 | Open   |             |                            | Accounts Payable | Hinckley Springs                              | \$43.23               |                      |            |
| 17682  | 06/13/2012 | Open   |             |                            | Accounts Payable | Holiday Camera, Inc.                          | \$330.00              |                      |            |
| 17683  | 06/13/2012 | Open   |             |                            | Accounts Payable | Home Depot Credit Services                    | \$229.14              |                      |            |
| 17684  | 06/13/2012 | Open   |             |                            | Accounts Payable | Homewood Public Library                       | \$14.00               |                      |            |
| 17685  | 06/13/2012 | Open   |             |                            | Accounts Payable | Horizon Screening                             | \$189.00              |                      |            |
| 17686  | 06/13/2012 | Open   |             |                            | Accounts Payable | ILEAS                                         | \$150.00              |                      |            |
| 17687  | 06/13/2012 | Open   |             |                            | Accounts Payable | Illinois Paper & Copier Company               | \$378.42              |                      |            |
| 17688  | 06/13/2012 | Open   |             |                            | Accounts Payable | Infrasearch, Inc.                             | \$1,300.00            |                      |            |
| 17689  | 06/13/2012 | Open   |             |                            | Accounts Payable | Ingram Library Services                       | \$4,317.98            |                      |            |
| 17690  | 06/13/2012 | Open   |             |                            | Accounts Payable | Intelligent Solutions, Inc.                   | \$2,365.00            |                      |            |
| 17691  | 06/13/2012 | Open   |             |                            | Accounts Payable | J & L Uniforms                                | \$58.24               |                      |            |
| 17692  | 06/13/2012 | Open   |             |                            | Accounts Payable | Jack's Rental, Inc.                           | \$79.95               |                      |            |
| 17693  | 06/13/2012 | Open   |             |                            | Accounts Payable | Jack's Rental, Inc.                           | \$2,748.55            |                      |            |
| 17694  | 06/13/2012 | Open   |             |                            | Accounts Payable | James Frank                                   | \$175.31              |                      |            |
| 17695  | 06/13/2012 | Open   |             |                            | Accounts Payable | James Tadrowski                               | \$701.25              |                      |            |
| 17696  | 06/13/2012 | Open   |             |                            | Accounts Payable | Jan Way Company, USA, Inc.                    | \$643.75              |                      |            |
| 17697  | 06/13/2012 | Open   |             |                            | Accounts Payable | Jeff & Paula Kuta                             | \$110.00              |                      |            |
| 17698  | 06/13/2012 | Open   |             |                            | Accounts Payable | JNC Consulting, Inc.                          | \$3,450.00            |                      |            |
| 17699  | 06/13/2012 | Open   |             |                            | Accounts Payable | Joe Rizza Ford                                | \$119.00              |                      |            |
| 17700  | 06/13/2012 | Open   |             |                            | Accounts Payable | John Novacek                                  | \$100.00              |                      |            |
| 17701  | 06/13/2012 | Open   |             |                            | Accounts Payable | John Tarullo                                  | \$3,400.00            |                      |            |
| 17702  | 06/13/2012 | Open   |             |                            | Accounts Payable | Jose Carrero                                  | \$110.00              |                      |            |
| 17703  | 06/13/2012 | Open   |             |                            | Accounts Payable | Jose Espinoza, Estela Juarez, Rita<br>Botello | \$1,475.00            |                      |            |
| 17704  | 06/13/2012 | Open   |             |                            | Accounts Payable | Josephine Tucci                               | \$26.01               |                      |            |
| 17705  | 06/13/2012 | Open   |             |                            | Accounts Payable | Juan DeJesus                                  | \$110.00              |                      |            |
| 17706  | 06/13/2012 | Open   |             |                            | Accounts Payable | KB Lawn and Mulch                             | \$2,070.00            |                      |            |
| 17707  | 06/13/2012 | Open   |             |                            | Accounts Payable | Kieft Bros., Inc.                             | \$874.50              |                      |            |
| 17708  | 06/13/2012 | Open   |             |                            | Accounts Payable | Kristine Dillon                               | \$850.00              |                      |            |
| 17709  | 06/13/2012 | Open   |             |                            | Accounts Payable | L - K Fire Extinguisher Service               | \$618.95              |                      |            |
| 17710  | 06/13/2012 | Open   |             |                            | Accounts Payable | Lake West Realty                              | \$500.00              |                      |            |
| 17711  | 06/13/2012 | Open   |             |                            | Accounts Payable | LeGriff Remodeling & Associates               | \$7,100.00            |                      |            |

# Payment Register

From Payment Date: 6/9/2011 - To Payment Date: 6/13/2012

| Number | Date       | Status | Void Reason | Reconciled/<br>Voided Date | Source           | Payee Name                            | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|---------------------------------------|-----------------------|----------------------|------------|
| 17712  | 06/13/2012 | Open   |             |                            | Accounts Payable | Leticia & Oscar Tapia                 | \$110.00              |                      |            |
| 17713  | 06/13/2012 | Open   |             |                            | Accounts Payable | Lori Thielen                          | \$25.00               |                      |            |
| 17714  | 06/13/2012 | Open   |             |                            | Accounts Payable | Lyons Tree Service, Inc.              | \$16,420.00           |                      |            |
| 17715  | 06/13/2012 | Open   |             |                            | Accounts Payable | M. K. Sports                          | \$3,336.36            |                      |            |
| 17716  | 06/13/2012 | Open   |             |                            | Accounts Payable | MacNeal Phy Group [OCCMED]            | \$290.00              |                      |            |
| 17717  | 06/13/2012 | Open   |             |                            | Accounts Payable | Martin Hasler                         | \$861.20              |                      |            |
| 17718  | 06/13/2012 | Open   |             |                            | Accounts Payable | Mary Ellen Depcik                     | \$150.00              |                      |            |
| 17719  | 06/13/2012 | Open   |             |                            | Accounts Payable | Mary Wallace                          | \$110.00              |                      |            |
| 17720  | 06/13/2012 | Open   |             |                            | Accounts Payable | Matt E. Schademann                    | \$350.00              |                      |            |
| 17721  | 06/13/2012 | Open   |             |                            | Accounts Payable | McAdam Landscaping, Inc.              | \$1,517.00            |                      |            |
| 17722  | 06/13/2012 | Open   |             |                            | Accounts Payable | McCann industries, Inc.               | \$77.30               |                      |            |
| 17723  | 06/13/2012 | Open   |             |                            | Accounts Payable | McDonough Mechanical Services, Inc.   | \$1,702.42            |                      |            |
| 17724  | 06/13/2012 | Open   |             |                            | Accounts Payable | McNichols Co.                         | \$2,552.65            |                      |            |
| 17725  | 06/13/2012 | Open   |             |                            | Accounts Payable | McNichols Co.                         | \$722.00              |                      |            |
| 17726  | 06/13/2012 | Open   |             |                            | Accounts Payable | Medical Reimbursement Services, Inc.  | \$4,840.00            |                      |            |
| 17727  | 06/13/2012 | Open   |             |                            | Accounts Payable | MES - Illinois                        | \$930.95              |                      |            |
| 17728  | 06/13/2012 | Open   |             |                            | Accounts Payable | Metro Swim Shop                       | \$877.80              |                      |            |
| 17729  | 06/13/2012 | Open   |             |                            | Accounts Payable | Michael Pace                          | \$7,500.00            |                      |            |
| 17730  | 06/13/2012 | Open   |             |                            | Accounts Payable | Midwest Tape                          | \$871.57              |                      |            |
| 17731  | 06/13/2012 | Open   |             |                            | Accounts Payable | Mike & Sons                           | \$6,752.30            |                      |            |
| 17732  | 06/13/2012 | Open   |             |                            | Accounts Payable | Milton F. Persin                      | \$76.00               |                      |            |
| 17733  | 06/13/2012 | Open   |             |                            | Accounts Payable | Moore Medical, LLC                    | \$151.95              |                      |            |
| 17734  | 06/13/2012 | Open   |             |                            | Accounts Payable | MRA                                   | \$18,239.63           |                      |            |
| 17735  | 06/13/2012 | Open   |             |                            | Accounts Payable | Municipal Clerks of Illinois          | \$105.00              |                      |            |
| 17736  | 06/13/2012 | Open   |             |                            | Accounts Payable | NAEIR                                 | \$104.50              |                      |            |
| 17737  | 06/13/2012 | Open   |             |                            | Accounts Payable | Newsweb Radio Company                 | \$500.00              |                      |            |
| 17738  | 06/13/2012 | Open   |             |                            | Accounts Payable | Nextel Communications                 | \$926.42              |                      |            |
| 17739  | 06/13/2012 | Open   |             |                            | Accounts Payable | Nicor Gas                             | \$418.90              |                      |            |
| 17740  | 06/13/2012 | Open   |             |                            | Accounts Payable | Norma Rodriguez                       | \$1,475.00            |                      |            |
| 17741  | 06/13/2012 | Open   |             |                            | Accounts Payable | North American Salt Company           | \$17,837.18           |                      |            |
| 17742  | 06/13/2012 | Open   |             |                            | Accounts Payable | Northern Illinois Police Alarm System | \$100.00              |                      |            |
| 17743  | 06/13/2012 | Open   |             |                            | Accounts Payable | Odelson & Sterk, LTD                  | \$17,707.90           |                      |            |
| 17744  | 06/13/2012 | Open   |             |                            | Accounts Payable | Office Depot                          | \$173.31              |                      |            |
| 17745  | 06/13/2012 | Open   |             |                            | Accounts Payable | Office Equipment Sales                | \$2,282.04            |                      |            |
| 17746  | 06/13/2012 | Open   |             |                            | Accounts Payable | PACE Vanpool                          | \$400.00              |                      |            |
| 17747  | 06/13/2012 | Open   |             |                            | Accounts Payable | Paradise 4 Paws                       | \$213.80              |                      |            |
| 17748  | 06/13/2012 | Open   |             |                            | Accounts Payable | Partners in Charity, Inc.             | \$1,475.00            |                      |            |
| 17749  | 06/13/2012 | Open   |             |                            | Accounts Payable | Patrick N. Murray                     | \$2,275.00            |                      |            |
| 17750  | 06/13/2012 | Open   |             |                            | Accounts Payable | Paul Conway Shields                   | \$135.90              |                      |            |
| 17751  | 06/13/2012 | Open   |             |                            | Accounts Payable | Pinner Electric Company               | \$47,232.86           |                      |            |
| 17752  | 06/13/2012 | Open   |             |                            | Accounts Payable | Pitney Bowes                          | \$135.99              |                      |            |
| 17753  | 06/13/2012 | Open   |             |                            | Accounts Payable | PNC Equipment Finance                 | \$4,304.21            |                      |            |
| 17754  | 06/13/2012 | Open   |             |                            | Accounts Payable | Professional Pest Control, Inc.       | \$65.00               |                      |            |
| 17755  | 06/13/2012 | Open   |             |                            | Accounts Payable | Quarry Materials, Inc.                | \$374.69              |                      |            |
| 17756  | 06/13/2012 | Open   |             |                            | Accounts Payable | R.D.V. Electric, Inc.                 | \$1,290.00            |                      |            |
| 17757  | 06/13/2012 | Open   |             |                            | Accounts Payable | Ray O'Herron Company, Inc.            | \$1,176.50            |                      |            |
| 17758  | 06/13/2012 | Open   |             |                            | Accounts Payable | Reliable Materials                    | \$693.00              |                      |            |
| 17759  | 06/13/2012 | Open   |             |                            | Accounts Payable | Research Technology International     | \$319.95              |                      |            |
| 17760  | 06/13/2012 | Open   |             |                            | Accounts Payable | Resurrection Health Care              | \$62.00               |                      |            |



## From Payment Date: 6/9/2011 - To Payment Date: 6/13/2012

Type Check Totals:  
01 - General Cash Totals

user lovinnelli, Luna

Robert J. Lovero  
Mayor



Charles D. Lazzara  
Building Director

K-3

A Century of Progress with Pride

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

June 6, 2012

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

Re: Building and Local Improvement Permits

Gentlemen:

Attached hereto is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of May, 2012 along with a copy of Permit Statistics for this same period.

Respectfully,

Charles D. Lazzara, Director  
Building Department

CDL:cr  
encs.

# Report Of Building Permits Issued By The City Of Berwyn

Wednesday, June 06, 2012

Between: 5/1/2012 And 5/31/2012

| Name and Address                  |                           |                                                                                                                                                                                                                                                                  | Issued    | Permit No.    | Cost Of Improvements | Cost Of Permit |
|-----------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------|----------------------|----------------|
| Robert J. Dressel, Jr. & Andrea M | 6827 W. 30th Street       | DEMO AND REBUILD FRAME 20' X 22' X 12'.                                                                                                                                                                                                                          | 5/2/2012  | Gar-B 7659-0  | \$10,650.00          | \$355.00       |
| Cayuga Homes, LLC                 | 1429 S. Kenilworth Avenue | DECONVERT TO A SINGLE FAMILY HOME, REMOVE 2ND FLOOR KITCHEN - ALL PIPES MUST BE CAPPED BACK AT THE SOURCE, REPLACE ALL WINDOWS - BEDROOM WINDOWS TO CODE, R/R DRYWALL IN THE BASMENT. REPAIR ALL COMPLAINEE VIOLATIONS INSTALL NEW KITCHEN CABINETS ON 1ST FLOOR | 5/2/2012  | Bldg-B 7660-0 | \$36,000.00          | \$1,150.00     |
| Martin Pena                       | 3330 S. Clinton Avenue    | BUILD A 20' X 24' X 14' FRAME GARAGE.                                                                                                                                                                                                                            | 5/2/2012  | Gar-B 7661-0  | \$8,000.00           | \$380.00       |
| Thomas & Christine Crook          | 6925 W. 31st Street       | DEMO AND BUILD A NEW 22' X 20' X 12'6" FRAME GARAGE.                                                                                                                                                                                                             | 5/3/2012  | Gar-B 7662-0  | \$13,564.00          | \$355.00       |
| GIH Berwyn LLC                    | 3340 S. Oak Park Avenue   | INTERIOR REMODEL OF OFFICE SPACE - SUBURBAN SURGICAL ASSOCIATES SUITE 309.                                                                                                                                                                                       | 5/4/2012  | Bldg-B 7663-0 | \$192,079.00         | \$4,881.24     |
| Brian Mitchell & Shelby Mitchell  | 6633 W. 34th Street       | CONSTRUCT BATHROOM IN BASEMENT - NEW LAUNDRY ROOM - WATER HEATER                                                                                                                                                                                                 | 5/7/2012  | Bldg-B 7664-0 | \$16,640.00          | \$615.00       |
| Curt Teusner                      | 1621 S. East Avenue       | ATTIC CONVERSION - NEW BATHROOM & HVAC SYSTEM FOR ATTIC. NEW ELEC. INSUL & DRYWALL AS PER PLAN                                                                                                                                                                   | 5/11/2012 | Bldg-B 7665-0 | \$1,660.00           | \$1,065.00     |
| Carr Building Development         | 2744 S. Euclid Avenue     | KITCHEN REMODEL - REPLACE WOOD BACK PORCH - REPLACE 19 WINDOWS (2 BEDROOMS) - INSTALL NEW OUTLETS, SWITCHES AND FIXTURES - INSTALL NEW S.S. BATHROOM                                                                                                             | 5/11/2012 | Bldg-B 7666-0 | \$9,700.00           | \$430.00       |
| Dennis Tunzak                     | 3405 S. Highland Avenue   | DEMOLISH AND REBUILD NEW 18 X 20 GARAGE                                                                                                                                                                                                                          | 5/11/2012 | Gar-B 7667-0  | \$13,614.00          | \$355.00       |
| L.A. Development                  | 1504 S. Wesley Avenue     | INSTALL NEW BATHROOM & 2 BEDROOMS IN BASEMENT. FINISH BASEMENT. DO ALL COMPLIANCE REPAIRS - INSTALL ELECTRIC UPGRADE TO 100 AMP - RE DRYWALL 1ST FLOOR AND R/R KITCHEN CABINETS & COUNTER TOPS. - REPLACE BATHTUB ON 1ST FLOOR.                                  | 5/15/2012 | Bldg-B 7668-0 | \$35,000.00          | \$1,465.00     |
| Yuel Chung                        | 6836 W. Ogden Avenue      | INSTALL NEW BATHROOM, & WATER AND DRAIN PIPING TO CODE                                                                                                                                                                                                           | 5/22/2012 | Bldg-B 7669-0 | \$7,800.00           | \$480.00       |
| AJZ-Berwyn-LLC                    | 6539 W. Ogden Avenue      | FOUNDATIONS INSPECTIONS FOR NEW BUILDING.                                                                                                                                                                                                                        | 5/22/2012 | Bldg-B 7670-0 | \$0.00               | \$0.00         |
| Barbara Granger                   | 1913 S. Maple Avenue      | BASEMENT: FRAME, INSULATE & DRYWALL,INSTALL NEW WATER HEATER, BUILD A NEW BATHROOM(TOILET, VANITY & CABINET), UPGRADE ELECTRICAL BOX. 1ST FL: REMODEL THE KITCHEN, NEW CABINETS, COUNTERTOP AND SINK. REMOVE PANTRY TO MAKE BEDROOM LARGER, NEW CLOSET, REMODEL  | 5/25/2012 | Bldg-B 7671-0 | \$15,000.00          | \$685.00       |
| Rogelio & Margarita Valadez       | 2636 Harvey Avenue        | DEMOLISH OLD GARAGE - BUILD NEW DET. FRAME GARAGE 22 X 24 X 12-6 H.                                                                                                                                                                                              | 5/29/2012 | Gar-B 7672-0  | \$12,690.00          | \$355.00       |
| Arturo & Maria Guzman             | 6434 W. 28th Street       | GOING FROM RADIATORS TO FORCED AIR FURNACE WITH A/C SYSTEM. - DEDICATED ELECTRIC CIRCUIT FOR NEW SYSTEM.                                                                                                                                                         | 5/29/2012 | HVAC-B 7673-0 | \$5,600.00           | \$355.00       |
| Marisela Trejo                    | 2618 S. Kenilworth Avenue | ELECTRIC CORRECTION AND REINSPECTION                                                                                                                                                                                                                             | 5/30/2012 | Bldg-R 6546-1 | \$400.00             | \$50.00        |

# Report Of Building Permits Issued By The City Of Berwyn

Wednesday, June 06, 2012

| Between: <u>5/1/2012</u> And <u>5/31/2012</u> |                           |                                                                                 |                |               | Cost Of             | Cost Of            |
|-----------------------------------------------|---------------------------|---------------------------------------------------------------------------------|----------------|---------------|---------------------|--------------------|
| Name and Address                              |                           |                                                                                 | Issued         | Permit No.    | Improvements        | Permit             |
| Nancy Soberanis                               | 1433 S. Kenilworth Avenue | REVISED PERMIT FROM DORMER TO 2ND FLOOR ADDITION AND REPLACING THE FRONT PORCH. | 5/8/2012       | Bldg-R 7646-1 | \$30,000.00         | \$920.00           |
| L.A. Development                              | 1504 S. Wesley Avenue     | ADDITIONAL UNDERGROUND PLUMBING INSPECTION FOR DRAIN TILE SYSTEM.               | 5/22/2012      | Bldg-R 7668-1 | \$0.00              | \$50.00            |
| 18 Building Permits Issued During Period      |                           |                                                                                 | Totals . . . . |               | <u>\$408,397.00</u> | <u>\$13,946.24</u> |

# Permits Issued By The Building Department

Wednesday, June 06, 2012

Between: 5/1/2012 And 5/31/2012

|                               |                     |                                           |
|-------------------------------|---------------------|-------------------------------------------|
| <u>Building</u>               | Permits Issued: 13  | Cost of Improvements: \$386,179.00        |
| <u>Dumpster</u>               | Permits Issued: 7   | Cost of Improvements: \$0.00              |
| <u>Electrical</u>             | Permits Issued: 31  | Cost of Improvements: \$66,042.00         |
| <u>Fence</u>                  | Permits Issued: 37  | Cost of Improvements: \$39,414.00         |
| <u>Garage</u>                 | Permits Issued: 5   | Cost of Improvements: \$58,518.00         |
| <u>HVAC</u>                   | Permits Issued: 16  | Cost of Improvements: \$116,361.00        |
| <u>Local Improvement</u>      | Permits Issued: 177 | Cost of Improvements: \$1,378,682.46      |
| <u>Plumbing</u>               | Permits Issued: 31  | Cost of Improvements: \$77,079.00         |
| <u>Preliminary Inspection</u> | Permits Issued: 1   | Cost of Improvements: \$14,300.00         |
| <u>Roofing</u>                | Permits Issued: 64  | Cost of Improvements: \$384,681.23        |
| <u>Sign</u>                   | Permits Issued: 8   | Cost of Improvements: \$45,780.00         |
| Total Permits: <u>390</u>     |                     | Total Improvements: <u>\$2,567,036.69</u> |

## Fees Collected

|                     |            |
|---------------------|------------|
| Backfill Inspection | \$265.00   |
| Building Permit     | \$5,895.00 |
| Building Final      | \$4,620.00 |

# Permits Issued By The Building Department

Wednesday, June 06, 2012

Between: 5/1/2012 And 5/31/2012

|                                       |                    |
|---------------------------------------|--------------------|
| Local Improvement Permit              | \$24,355.00        |
| Electrical Fees                       | \$990.00           |
| Electric (Underground)                | \$200.00           |
| Electrical Service                    | \$290.00           |
| Electrical Inspection                 | \$5,950.00         |
| Signs                                 | \$950.00           |
| Framing Inspection                    | \$2,820.00         |
| Inspection                            | \$8,495.00         |
| Fence Fees                            | \$765.00           |
| Plumbing Fees                         | \$1,240.00         |
| Plumbing Inspection                   | \$4,450.00         |
| Plumbing Inspection (Underground)     | \$750.00           |
| Post Hole Inspection                  | \$2,455.00         |
| HVAC Permit                           | \$2,010.00         |
| HVAC Inspection                       | \$3,760.00         |
| Service Charge                        | \$5,312.26         |
| Insulation/Fire Stopping Inspection   | \$1,015.00         |
| New Water Meter                       | \$150.00           |
| Tap Fee                               | \$1,000.00         |
| Demolition Fees                       | \$100.00           |
| Dumpster                              | \$1,550.00         |
| Parkway Use                           | \$25.00            |
| Parkway Inspection                    | \$50.00            |
| Pre-Pour Inspection                   | \$2,415.00         |
| Stack Test                            | \$200.00           |
| Street Opening                        | \$50.00            |
| Fine - Working Without Permit         | \$1,950.00         |
| Fine - (Misc)                         | \$50.00            |
| Roof Covering Fees                    | \$4,915.00         |
| Garage Permit                         | \$500.00           |
| Fire Department                       | \$850.00           |
| Health Department                     | \$100.00           |
| Plan Review Fee - w/Permits           | \$2,815.04         |
| <b>Total Fees Collected . . . . .</b> | <b>\$93,307.30</b> |

K-4  
Robert J. Lovero  
Mayor



Collections and  
Licensing

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

June 6, 2012

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

Dear Mayor and Council Members:

Attached please find a list of business licenses which were issued by the Collection and Licensing Department for the month of May, 2012. Included are; storefronts, phone use only businesses as well as out of town contractors. I am also providing a list of businesses that have applied for a license with a current status of Application Review/Pending as well as businesses waiting for inspections with a status of Inspections Pending.

Respectfully,

Susan Bradley  
For John Wysocki  
Finance Director



**BERWYN BUSINESSES - LICENSED IN MAY, 2012 (STOREFRONTS)**

| <b><u>NAME</u></b> | <b><u>ADDRESS</u></b>  | <b><u>CORP. NAME AND/OR OWNERS NAME</u></b>   | <b><u>COMMENTS</u></b>    |
|--------------------|------------------------|-----------------------------------------------|---------------------------|
| Wing Boss          | 6625 W. Roosevelt Road | Wing Boss Berwyn, Inc.<br>Michael Pace, Owner | Restaurant (708) 637-4424 |

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

**Page 1**

| <b><u>NAME</u></b>       | <b><u>ADDRESS</u></b>        | <b><u>CORP. NAME OR OWNERS NAME</u></b> | <b><u>COMMENTS</u></b>  |
|--------------------------|------------------------------|-----------------------------------------|-------------------------|
| Honey-Do Crew Constr.    | 216 Broadway, Joliet         | Philip May                              | Contractor (Electrical) |
| G & L Decorating         | *N571 Taos Pl, Elgin         | Guy Landmeier                           | Contractor (General)    |
| JCS Construction         | 1101 Marion, Oak Park        | JCS Construction, Inc.                  | Contractor (General)    |
| Godinez Remodeling       | 10419 Drummond, Melrose Park | Felipe Godinez                          | Contractor (General)    |
| Hoekstra HVAC            | 17907 Dizle Hwy, Homewood    | Hoekstra HVAC, Inc.                     | Contractor (HVAC)       |
| The Phoenix Plumbing Co. | 3140 Major, Chicago          | The Phoenix Plumbing Co.                | Contractor (Plumbing)   |
| RJ Graham Plumbing       | 18951 Wolf, Mokena           | RJ Graham Plumbing, Inc.                | Contractor (Plumbing)   |
| W. K Construction        | 5553 Wilson, Chicago         | W. K. Construction Serv. Inc.           | Contractor (Roofing)    |

***Application Review***

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

**Business Directory By Category For:***Wednesday, June 06, 2012****Application Pending***

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

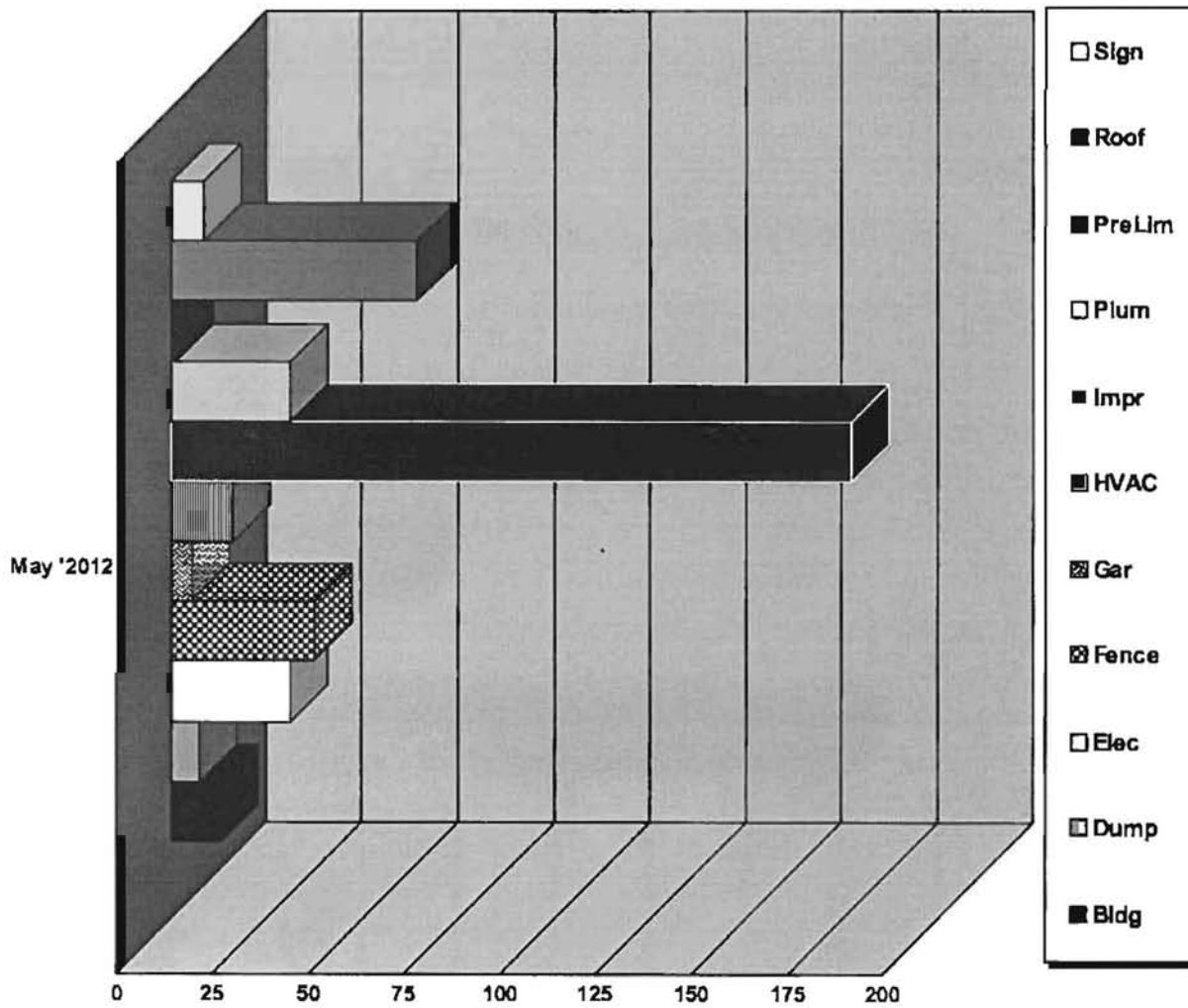
***Inspections Pending***

| <b>Business</b>                                       | <b>Name</b> | <b>Address</b>        | <b>Last Update</b> | <b>Phone</b>          | <b>ID #</b>  |
|-------------------------------------------------------|-------------|-----------------------|--------------------|-----------------------|--------------|
| <b><i>A.P. Contractors Inc.</i></b>                   |             |                       |                    | <b>(708) 357-3572</b> | <b>13253</b> |
| 2139 S. Cuyler                                        | Berwyn      | IL 60402              | 5/29/2012          |                       |              |
| <b><i>Berwyn Liquidators</i></b>                      |             |                       |                    | <b>(708) 355-0790</b> | <b>13036</b> |
| 6609 W. Stanley Ave.                                  | Berwyn      | IL 60402              | 2/21/2012          |                       |              |
| <b><i>Bride's Palace Inc.</i></b>                     |             |                       |                    | <b>(708) 637-5138</b> | <b>13162</b> |
| 6907 W. Cermak Rd.                                    | Berwyn      | IL 60402              | 4/13/2012          |                       |              |
| <b><i>Del Real Tax Group, Inc</i></b>                 |             | <b><i>Suite C</i></b> |                    | <b>(281) 203-1761</b> | <b>13259</b> |
| 2209 S. Highland Avenue                               | Berwyn      | IL 60402              | 6/5/2012           |                       |              |
| <b><i>Enterprise Rent -a- Car</i></b>                 |             |                       |                    | <b>(708) 749-2000</b> | <b>12778</b> |
| 6301 W. Ogden Avenue                                  | Berwyn      | IL 60402              | 3/16/2012          |                       |              |
| <b><i>Fernando Fuentes D.B.A. Roberto's Place</i></b> |             |                       |                    |                       | <b>13011</b> |
| 3244 S. OakPark Avenue                                | Berwyn      | IL 60402              | 2/1/2012           |                       |              |
| <b><i>K ' Natural Inc.</i></b>                        |             |                       |                    | <b>(708) 788-7900</b> | <b>12533</b> |
| 6610 W. Cermak Rd.                                    | Berwyn      | IL 60402              | 6/9/2011           |                       |              |
| <b><i>Mateo's Bar and Lounge</i></b>                  |             |                       |                    |                       | <b>13257</b> |
| 6513 W. Cermak Rd.                                    | Berwyn      | IL 60402              | 6/1/2012           |                       |              |
| <b><i>Milly 's Beauty Salon</i></b>                   |             |                       |                    | <b>(708) 484-9424</b> | <b>13191</b> |
| 6909 W. Cermak Rd.                                    | Berwyn      | IL 60402              | 4/26/2012          |                       |              |
| <b><i>Munoz Medical Center LLC</i></b>                |             |                       |                    | <b>(708) 484-2600</b> | <b>12702</b> |
| 3100 South Oak Park Avenue                            | Berwyn      | IL 60402              | 8/22/2011          |                       |              |
| <b><i>Papa John's Pizza</i></b>                       |             |                       |                    | <b>(708) 749-1999</b> | <b>13239</b> |
| 6628 W. Cermak Rd.                                    | Berwyn      | IL 60402              | 5/21/2012          |                       |              |
| <b><i>Pav Realtors</i></b>                            |             |                       |                    | <b>(708) 795-7100</b> | <b>10965</b> |
| 6308 W. Cermak Road                                   | Berwyn      | IL 60402              | 4/1/2011           |                       |              |
| <b><i>Realty of Chicago, LLC</i></b>                  |             |                       |                    | <b>(708) 768-7412</b> | <b>13202</b> |
| 6619 W. Cermak Rd.                                    | Berwyn      | IL 60402              | 5/1/2012           |                       |              |
| <b><i>Reel Art Inc.</i></b>                           |             |                       |                    |                       | <b>13258</b> |
| 6727 W. Stanley Avenue                                | Berwyn      | IL 60402              | 6/4/2012           |                       |              |
| <b><i>Roosevelt Bar Inc.</i></b>                      |             |                       |                    | <b>(708) 393-2596</b> | <b>12725</b> |
| 7005 W. Roosevelt Road.                               | Berwyn      | IL 60402              | 11/1/2011          |                       |              |
| <b><i>Taqueria El Palenque Inc.</i></b>               |             |                       |                    |                       | <b>13049</b> |
| 1547 S. Oak Park Ave.                                 | Berwyn      | IL 60402              | 2/23/2012          |                       |              |
| <b><i>Tobacco &amp; More</i></b>                      |             |                       |                    | <b>(708) 484-4210</b> | <b>13139</b> |
| 6327 W. Cermak Rd.                                    | Berwyn      | IL 60402              | 4/4/2012           |                       |              |
| <b><i>Union Arms Company</i></b>                      |             |                       |                    | <b>(708) 646-5605</b> | <b>12366</b> |
| 6340 W. 26th Street                                   | Berwyn      | IL 60402              | 8/30/2010          |                       |              |
| <b>Total Businesses . . . . .</b>                     |             |                       |                    |                       | <b>18</b>    |

# Permits Issued

Thursday, June 7, 2012 3:12 PM

For Period Beginning 5/1/2012 And Ending 5/31/2012



## Permit Detail

|      |     |        |     |
|------|-----|--------|-----|
| 2012 | May | Bldg   | 13  |
| 2012 | May | Dump   | 7   |
| 2012 | May | Elec   | 31  |
| 2012 | May | Fence  | 37  |
| 2012 | May | Gar    | 5   |
| 2012 | May | HVAC   | 16  |
| 2012 | May | Impr   | 177 |
| 2012 | May | Plum   | 31  |
| 2012 | May | PreLim | 1   |
| 2012 | May | Roof   | 64  |
| 2012 | May | Sign   | 8   |

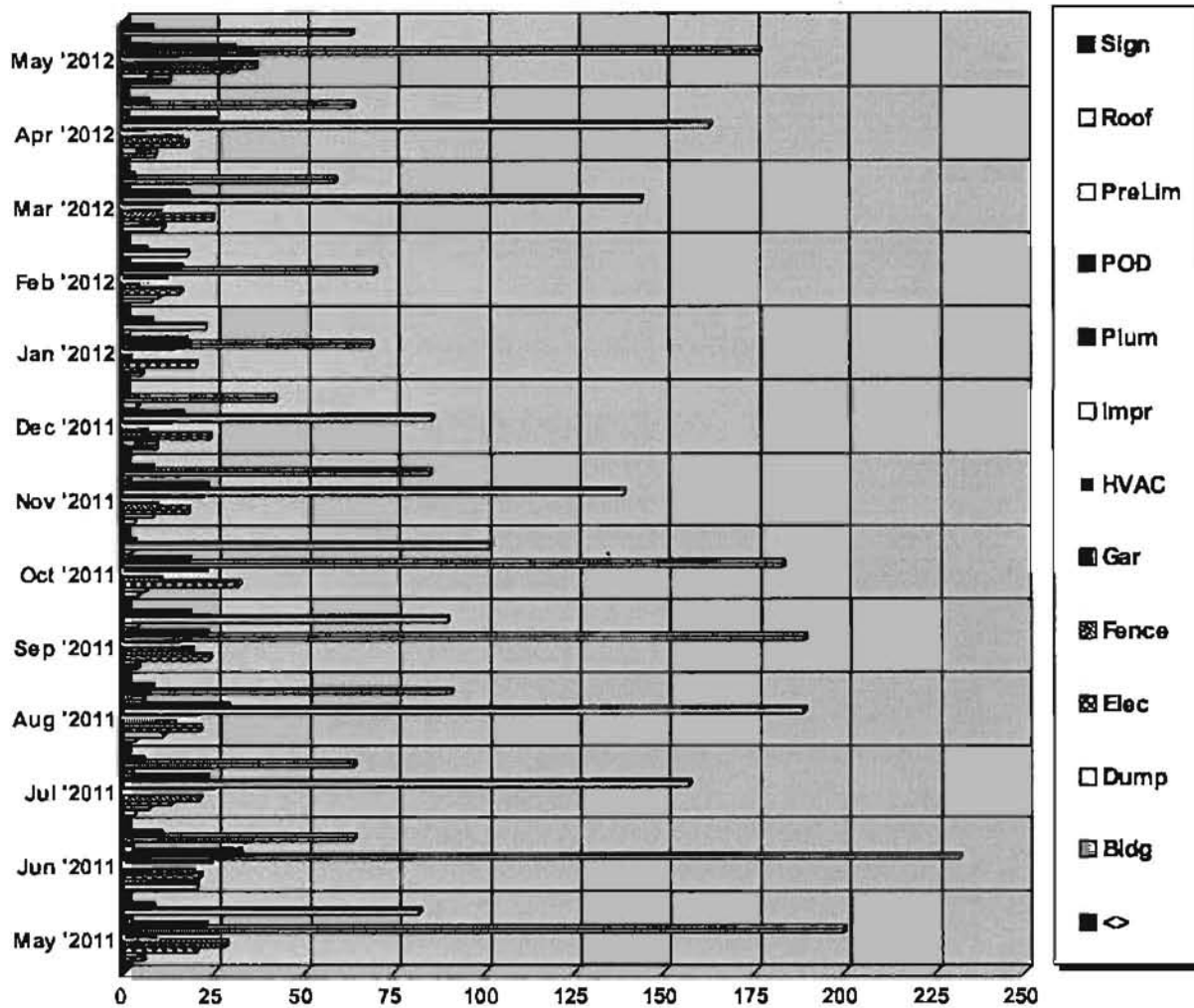
390

**Total Permits Issued 390**

# Permits Issued

Thursday, June 7, 2012 3:14 PM

For Period Beginning 5/1/2011 And Ending 5/31/2012



## Permit Detail

|      |     |        |     |
|------|-----|--------|-----|
| 2012 | May | Bldg   | 13  |
| 2012 | May | Dump   | 7   |
| 2012 | May | Elec   | 31  |
| 2012 | May | Fence  | 37  |
| 2012 | May | Gar    | 5   |
| 2012 | May | HVAC   | 18  |
| 2012 | May | Impr   | 177 |
| 2012 | May | Plum   | 31  |
| 2012 | May | PreLim | 1   |
| 2012 | May | Roof   | 84  |
| 2012 | May | Sign   | 8   |

390

|      |       |       |     |
|------|-------|-------|-----|
| 2012 | April | Bldg  | 9   |
| 2012 | April | Dump  | 4   |
| 2012 | April | Elec  | 18  |
| 2012 | April | Fence | 18  |
| 2012 | April | Gar   | 3   |
| 2012 | April | HVAC  | 7   |
| 2012 | April | Impr  | 183 |
| 2012 | April | Plum  | 26  |
| 2012 | April | POD   | 1   |
| 2012 | April | Roof  | 64  |
| 2012 | April | Sign  | 7   |

318

|      |       |       |     |
|------|-------|-------|-----|
| 2012 | March | Bldg  | 11  |
| 2012 | March | Dump  | 5   |
| 2012 | March | Elec  | 25  |
| 2012 | March | Fence | 10  |
| 2012 | March | Gar   | 3   |
| 2012 | March | HVAC  | 12  |
| 2012 | March | Impr  | 144 |
| 2012 | March | Plum  | 18  |
| 2012 | March | Roof  | 58  |
| 2012 | March | Sign  | 3   |

290

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

165



# Permit Detail

|      |         |        |    |
|------|---------|--------|----|
| 2012 | January |        | 1  |
| 2012 | January | Bldg   | 5  |
| 2012 | January | Dump   | 4  |
| 2012 | January | Elec   | 20 |
| 2012 | January | Fence  | 2  |
| 2012 | January | Gar    | 1  |
| 2012 | January | HVAC   | 15 |
| 2012 | January | Impr   | 69 |
| 2012 | January | Plum   | 17 |
| 2012 | January | PreLim | 2  |
| 2012 | January | Roof   | 23 |
| 2012 | January | Sign   | 8  |

167

|      |          |        |    |
|------|----------|--------|----|
| 2011 | December | Bldg   | 9  |
| 2011 | December | Dump   | 3  |
| 2011 | December | Elec   | 24 |
| 2011 | December | Fence  | 8  |
| 2011 | December | Gar    | 8  |
| 2011 | December | HVAC   | 14 |
| 2011 | December | Impr   | 88 |
| 2011 | December | Plum   | 18 |
| 2011 | December | POD    | 1  |
| 2011 | December | PreLim | 4  |
| 2011 | December | Roof   | 42 |
| 2011 | December | Sign   | 1  |

212

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

327

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

389

|      |           |        |     |
|------|-----------|--------|-----|
| 2011 | September | Bldg   | 4   |
| 2011 | September | Dump   | 3   |
| 2011 | September | Elec   | 24  |
| 2011 | September | Fence  | 19  |
| 2011 | September | Gar    | 1   |
| 2011 | September | HVAC   | 18  |
| 2011 | September | Impr   | 189 |
| 2011 | September | Plum   | 23  |
| 2011 | September | POD    | 1   |
| 2011 | September | PreLim | 4   |
| 2011 | September | Roof   | 90  |
| 2011 | September | Sign   | 18  |

392

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

403

|      |      |       |     |
|------|------|-------|-----|
| 2011 | July | Bldg  | 3   |
| 2011 | July | Dump  | 7   |
| 2011 | July | Elec  | 13  |
| 2011 | July | Fence | 21  |
| 2011 | July | Gar   | 9   |
| 2011 | July | HVAC  | 26  |
| 2011 | July | Impr  | 157 |
| 2011 | July | Plum  | 23  |
| 2011 | July | POD   | 2   |
| 2011 | July | Roof  | 64  |
| 2011 | July | Sign  | 5   |

330

|      |      |       |     |
|------|------|-------|-----|
| 2011 | June |       | 1   |
| 2011 | June | Bldg  | 20  |
| 2011 | June | Dump  | 6   |
| 2011 | June | Elec  | 21  |
| 2011 | June | Fence | 19  |
| 2011 | June | Gar   | 8   |
| 2011 | June | HVAC  | 26  |
| 2011 | June | Impr  | 232 |
| 2011 | June | Plum  | 32  |
| 2011 | June | POD   | 2   |
| 2011 | June | Roof  | 84  |
| 2011 | June | Sign  | 10  |

440

|      |     |       |     |
|------|-----|-------|-----|
| 2011 | May | Bldg  | 5   |
| 2011 | May | Dump  | 4   |
| 2011 | May | Elec  | 20  |
| 2011 | May | Fence | 28  |
| 2011 | May | Gar   | 3   |
| 2011 | May | HVAC  | 9   |
| 2011 | May | Impr  | 200 |
| 2011 | May | Plum  | 22  |
| 2011 | May | POD   | 2   |
| 2011 | May | Roof  | 82  |
| 2011 | May | Sign  | 8   |

383

***Permit Detail***

***Total Permits Issued***      ***4206***

K-5

## NORTH BERWYN PARK DISTRICT

June 7, 2012

Robert J. Lovero  
Mayor  
City of Berwyn

The Honorable City Council  
City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, Il 60402

Subject: Street Closure

Dear Mayor and Council Members

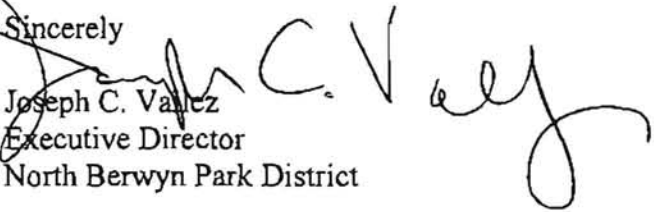
The North Berwyn Park District, in partnership with the Berwyn Development Corporation, Berwyn Main Street and the City of Berwyn, is celebrating Hispanic Heritage with a one day celebration, Fiesta Nuestras Raices, on Saturday, June 30<sup>th</sup>.

I would like to request your approval to close Wesley Avenue from 16<sup>th</sup> street south for one block, the closure would start at 6:00 a.m. and the street would reopen at approximately 10:00 p.m. on June 30<sup>th</sup>.

Please call me if you may have any questions regarding this event, I may be contacted at 708-749-4900 X17.

Sincerely

Joseph C. Valdez  
Executive Director  
North Berwyn Park District



K-6  
**Robert J. Lovero**  
Mayor



**A Century of Progress with Pride**

6700 West 28<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 5-15-12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 2200 block of Grove Ave

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 2200 block  
Of Grove Ave.

The residents request permission to hold the event on 6-30-2012

With a rain date of 7-1-2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Ronald L. Milford *Ronald L. Milford*

Contact person is: Ronald L. Milford

Address is: Grove Ave

Phone number is:

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

2012 MAY 21 P 2:18  
CITY OF BERWYN  
CLERK'S OFFICE

WE THE UNDERSIGNED RESIDENTS OF THE 2200 BLOCK OF Grove Ave  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON 6-30-2012  
BETWEEN THE HOURS OF 8:00AM AND 9:00PM, OUR RAIN DATE IS 7-1-2012  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

NAME

Will Skunked  
BAGBARD 12A  
Joe + Theresa R  
B. L. Everman Jr  
Antonio + Rosa  
Dan + Beth Ritz  
Hugo Arroy  
Ronald L. Mif  
Gregory L. P  
James  
Robert + Jane F  
Josh Bartholomew  
Linda Matt DeOla  
1-DM  
Maria C. Hill  
Judy Peterson  
Cathy R.  
Bob Faler

K-7  
**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

**A Century of Progress with Pride** MAY 21 P 3:47

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

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 5/16/2012

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 16<sup>th</sup> block of Grove Ave

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 16<sup>th</sup> block  
of Grove Ave.

The residents request permission to hold the event on June 30, 2012

With a rain date of July 1, 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Georgina Alejos

Contact person is:

GEORGINA ALEJOS

Address is:

16<sup>th</sup> Ave

Phone number is:

---

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

WE THE UNDERSIGNED RESIDENTS OF THE 110<sup>th</sup> BLOCK OF Grove  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON June 30<sup>th</sup>  
BETWEEN THE HOURS OF 8am AND 9pm, OUR RAIN DATE IS 7-1-12  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

NAME

ADDRESS

Georgina Alegas

James Amador

Marcos Amador

DAVID ANILKUM

Nasri Mansour

Adela Beyers

Rina Gullons

Martha Holanda

Miriam Barmez

Ruby Gonzalez

Patricia Medina

CLARA BLANTON

TRESSA BLANTON

Yvonne Nichols

Bill Szyabari

Jose Medina

Kelly Malay

Barbara

Cressen Jay

Hector Montaner

Christina Shople

James Hutchinson



K-9  
**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

**A Century of Progress with Pride**

8700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2875  
www.berwyn-il.gov

2012 MAY 21 P 3:47

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 5/16/2012

Mayor Lovero & Members  
Of the Berwyn City Council

BLOCK YARD SALE  
Re: ~~Block Party~~ 16<sup>th</sup> block of Grove Ave

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block YARD SALE party on the 16<sup>th</sup> block  
of Grove Ave.

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

With a rain date of Sept. 9 2012. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Georgina Alejos

Contact person is:

GEORGINA ALEJOS

Address is:

Grove Ave

Phone number is:

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

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NAME

ADDRESS

Margina Alya

Henry Thomas

Minerals

DAVID A. ALBER

Nasri Mansour

Ade la Reyes

Jimmy Galtus

Martha Halimda

Ignacio Ramirez

Kaby Gonzalez 20

Patricia Medina

Спасибо Влентин

TRESSA BIANCONI

Yvonne Nichols

Bill Sanyalovic

Jose Maria

... Kelly, Michael

Amor

4d at 20th -

Dec 11/11

Christina Storer

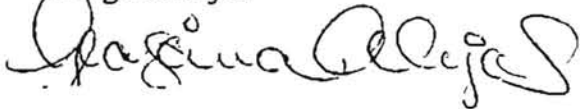
May 17, 2012

To the members of the City Council:

We, the residents of 16<sup>th</sup> and Grove Ave., are requesting permission to hold a Block Yard Sale (09/08-09/2012) on our front lawns. My neighbors and I have a strong sense of community and take pride in our block. We are very involved in organizing opportunities that allow us to interact with each other and strengthen our sense of community. In 2011, we were granted permission to hold our yard sale in the front, which we carried it out successfully. We are hoping to make this an annual activity in which we can all participate and enjoy.

Please find attached a petition signed by the residents of the block. We acknowledge that we are responsible for cleaning prior to and after the Block Yard Sale. We also acknowledge that we are not allowed to block off traffic through our street. If there is anything else that you need us to provide, please let me know. Thank you in advance.

Respectfully,  
Georgina Alejos -

A handwritten signature in black ink, appearing to read "Georgina Alejos", written in a cursive style.

**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

**A Century of Progress with Pride** 2012 JUN -6 A 10: 54

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

**THOMAS J. PAVLIK**  
CITY CLERK

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

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 3100 block of WESLEY AVE

Honorable Mayor Lovero & Members of City Council:

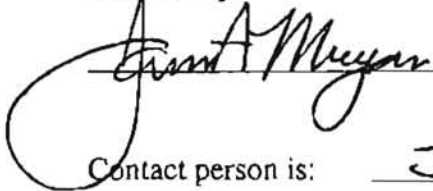
Attached, please find a petition for a block party on the 3100 block  
Of WESLEY AVE.

The residents request permission to hold the event on JULY 21<sup>ST</sup>

With a rain date of JULY 28<sup>th</sup>. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

  
\_\_\_\_\_

Contact person is: JAMES A. MORGAN

Address is: 3136 WESLEY AVE

Phone number is: ( )

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

WE THE UNDERSIGNED RESIDENTS OF THE 3100 BLOCK OF WESLEY AVE.  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON JULY 21<sup>ST</sup>  
BETWEEN THE HOURS OF 11AM AND 9PM, OUR RAIN DATE IS JULY 28<sup>TH</sup>  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

NAME

ADDRESS

Joseph P. ...

Robert E. ...

Mark Martone

...

John ...

JERRI Shandee

Lucero Flores

Sherky RIGORDAN

Chas Ryan

Narisol Nino

Fernando Suler

Padro Guardian

Mary Ann Penys

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K-10  
**Robert J. Lovero**  
Mayor



**A Century of Progress with Pride**

8700 West 28<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2860 Fax: (708) 788-2875  
www.berwyn-il.gov

**THOMAS J. PAVLIK**  
CITY CLERK

Date: 4/12/12

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 3500 block of S. Home Ave.

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 3500 block

Of Home Ave.

The residents request permission to hold the event on Sat. August 4

With a rain date of August 5. We are aware of the ordinance

regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Melissa Parker

Contact person is: Melissa Parker

Address is: Home Ave

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

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

WE THE UNDERSIGNED RESIDENTS OF THE 3500 BLOCK OF Home Ave.  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Sat August 4  
BETWEEN THE HOURS OF 9am AND 9pm, OUR RAIN DATE IS Sun Aug. 5  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

NAME

ADDRESS

Melissa Parker  
HEINZ H NARSON  
Wile Rutt  
Vivian Ruder  
[Signature]  
[Signature]  
Don Noy  
Karen [Signature]  
Marion Shub  
Dawn Kanda 3<sup>rd</sup>  
Michelle Chene  
Mark [Signature]  
Jim Lucas  
Linda Keckee  
[Signature]  
Martha Bohac  
Tim Dearth

[Signature]



**Robert J. Lovero**  
Mayor



CITY OF BERWYN  
CLERK'S OFFICE

2012 MAY 31 P 12:35

**A Century of Progress with Pride**

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

**THOMAS J. PAVLIK**  
CITY CLERK

Date: May 31, 2012

Mayor Lovero & Members  
Of the Berwyn City Council

Re: Block Party 3200 block of Wenonah Ave

Honorable Mayor Lovero & Members of City Council:

Attached, please find a petition for a block party on the 3200 block  
of Wenonah Ave.

The residents request permission to hold the event on Fri June 29<sup>th</sup> - Sat June 30<sup>th</sup>

With a rain date of Sat June 30 - Sun July 1. We are aware of the ordinance  
regarding block parties and will abide by all of them.

Thank you for your consideration.

Yours truly,

Roberta Medlicott

Contact person is:

Roberta Medlicott

Address is:

3214 Wenonah Ave

Phone number is:

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

WE THE UNDERSIGNED RESIDENTS OF THE 3200 BLOCK OF Wenatchee Ave  
DO HEREBY REQUEST PERMISSION TO CONDUCT A BLOCK PARTY ON Fri June 24 & Sat June 30  
BETWEEN THE HOURS OF Fri 5-9 AND Sat 9-9, OUR RAIN DATE IS Sat June 30 & Sun July 1  
ALL REFUSE MUST BE PLACED IN PROPER CONTAINERS FOR PICKUP BY CLEARING DISPOSAL\*\*

NAME

ADDRESS

Jerry Kustwin

G. C.

Ralph Ferguson

Christine Bergman

John W. Heyda

Joe Dyl

Nancy Depich

Paul Allen

Rosemary Gerty

Art M. Lyle

Edwin Cagle

Jane Heyda

Mary Ann Bergman

Thomas Bergman

John Lyle

Peter M. Klausner

Theresa A. Klausner

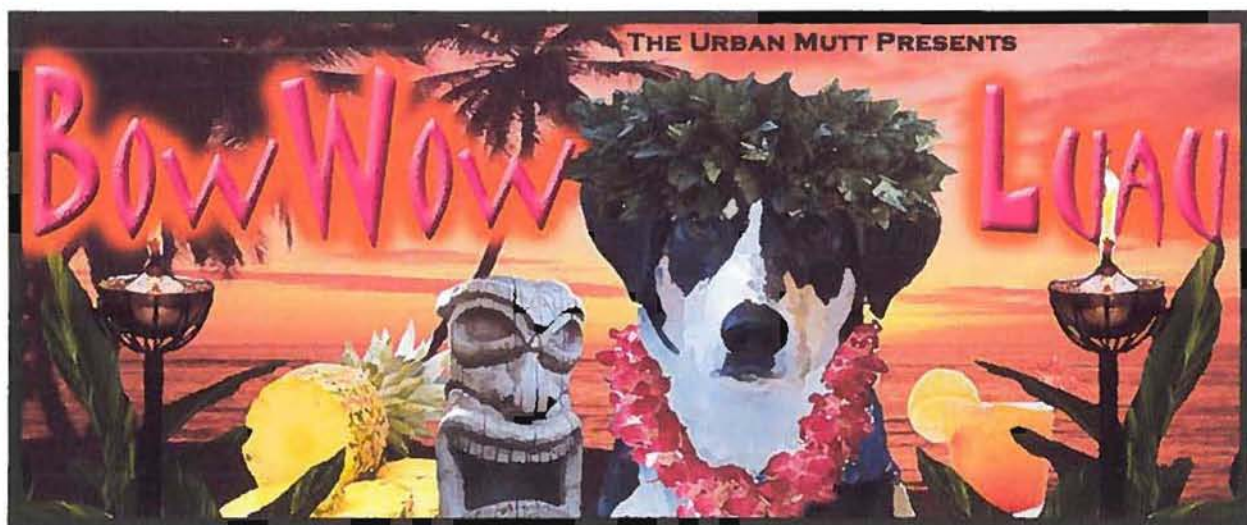
Julia McWaters-Fort

Kerry M. Fort

Janice Keen

Robert M. Merrill

K-12



## **Bow Wow Luau**

This will be a Hawaiian-themed dog event to take place on Grove Ave between 32<sup>nd</sup> Street and Stanley Ave. The event will take place on Sunday, July 29th, from approximately 12pm to 4pm. The event will feature dog/owner contests, food, drinks, vendors and services.

### **Sampling of some of the vendors**

Food Vendors - Cabin Fever, Byron's Hot Dogs, Tacos Y Salsa

Ice Cream - Over The Rainbow

Doggie Cupcakes -

Dog related vendors - Natura Pet, Koller Craft Pet Buddies

Shelters/rescues - Waggin' Tail, Animal Care League

### **Services**

Dog Sprinkler Area

Interactive Area

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

Hawaiian Picture Area

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

Look-a-Like Contest

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

Frozen Doggie Treats

## **Requirements**

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

### **Coordinator contact info:**

Chad Lopez

708-913-8006

chad@theurbanmutt.tv

K-B



## BERWYN MAIN STREET

*Shop • Dine • Explore Cermak Road*

Thursday, June 07, 2012

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

RE: Main Street Sidewalk Sale

Ladies and Gentlemen:

The Berwyn Main Street mission is to stimulate and promote the revitalization and preservation of the Cermak Road corridor while fostering economic development and encouraging community partnerships. Our Promotions Committee would like to have the Third annual "Cermak Sidewalk Sale". This event is to be held on the following dates:

June 14<sup>th</sup> – 17<sup>th</sup>, 2012  
July 26<sup>th</sup> -29<sup>th</sup>, 2012

Berwyn Main Street believes this event will attract more shoppers to our district and help boost sales for our retailers. The Berwyn Main Street Promotions Committee is asking for the City of Berwyn's cooperation by approving this request.

Respectfully,

Dario Solano  
Executive Director  
Berwyn Main Street

### BERWYN MAIN STREET

6723 West Cermak Road  
Berwyn, Illinois 60402

708 484 8000  
[berwynmainstreet.org](http://berwynmainstreet.org)

An Illinois Main Street Program