

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

PUBLIC PARTICIPATION: PLEASE READ

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

A. Pledge of Allegiance and Moment of Silence

B. Open Forum:

C. Approval of Minutes:

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

D. Bid Openings: Nothing submitted.

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

1. BDC Director Hulseberg: Request from Buddy Bear, 6201-6323 W. Ogden Ave. for Class 7C Tax Abatement.
2. BDC Director Hulseberg: Pay-As-You-Go Redevelopment Agreement with Realty Chicago, 6505-11 W. Cermak Road.

F. Reports from the Mayor:

1. Proclamation: October 9-15, 2022 as Fire Prevention Week.

G. Reports from the Clerk: Nothing submitted.

H. Zoning Boards of Appeals:

1. Deferred Item #H-1 from 08/23/22 Zoning Map Amendment Proposal for 3100 S. Ridgeland Ave.
2. Proposed Map Amendment – 3100 S. Ridgeland Avenue/6415 Stanley Avenue. **ORDINANCE: An Ordinance Amending the Official Zoning Map of the City of Berwyn to Rezone Properties at 3100 S. Ridgeland Avenue and 6415 Stanley Avenue from I-Industrial Zoning District to C-3 Depot Mixed-Use Zoning District.**

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

1. Alderman Ruiz: Hispanic Heritage Month Parade Overflow.

J. Reports from the Staff:


1. Police Chief Cimaglia: Approval of Berwyn's Hispanic Parade & Festival – Informational.
2. City Attorney Bertuca: Communication Regarding Ethics Commission.
3. Sr. Engineer Campbell: **A Resolution Authorizing the City of Berwyn, Cook County, Illinois the Submittal of a Grange Application for the Illinois Transportation Enhancement Program Funds for the 34th Street Corridor Improvement Project.**
4. Sr. Engineer Campbell: **A Resolution Authorizing the City of Berwyn, Cook County, Illinois the Submittal of a Grant Application for the Illinois Transportation Enhancement Program Funds for the Access to Transit Improvement Project.**
5. City Communications Update – Informational.

K. Consent Agenda:

1. Payroll: 09/14/22 - \$1,555,323.20 – Informational.
2. Payables: 09/15/22 to 09/28/22 in the amount of \$950,928.35 - Informational.
3. Handicapped Parking Application #1427 – 2822 S. Harvey Ave. – Override to APPROVE SPACE.
4. JC Licht Grand Opening 6316-18 W. Ogden Ave. 10:00am – 4:00pm on 10/01/22 – No City Services Requested.
5. Berwyn Fire Fighters Local 506 Cancer Drive on 10/15/22 from 9:00AM-12:00noon – Various Locations.
6. Block Party 1900 Block of Cuyler Ave. 10/08/22 RD 10/15/22 - Services Requested.

Committee / Ward Announcements

Adjournment


Margaret Paul, City Clerk

No. of Items: 18



CC COPY

Minutes of the Berwyn City Council Committee of the Whole

September 13, 2022

C-1

Mayor Lovero called the Committee of the Whole to Order at 7:00 pm. Clerk Paul called the roll. The following Alderpeople were present in City Council Chambers: Lennon, Woywod, Leja, Fejt, Pabon, Ruiz, Arenella, and Carmichael.

Mayor Lovero recognized Finance Director Benjamin Daish. Mr. Daish distributed the following documents for review: ***City of Berwyn Annual Comprehensive Financial Report for Year Ended December 31, 2021*** (referred to as "The CAFR") and ***2021 Annual Comprehensive Financial Report Overview – September 13, 2022***. Mr. Daish led the council member in the review of the CAFR referencing the highlights listed in the Overview report.

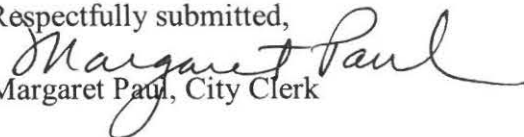
Mr. Daish introduced John Wysocki, partner with GW & Associates, PC who led the annual audit. Mr. Wysocki distributed his firm's informational letter dated July 26, 2022. He commented on new Government Accounting Standards Board (GASB) requirements for government accounting and audits. He advised that his audit team in completing the standard Single Audit of a fund. This year EPA funding received by the City of Berwyn has been chosen for review. The Single Audit should conclude soon. Completion delays are due to the funding of the complexity of Depot District infrastructure projects which overlap fiscal years and have been funded by both federal and state funds.

Questions were posed to Mr. Daish and Mr. Wysocki by the Mayor and Alderpeople. Following the Question and Answer period, Mr. Daish thanked Assistant Finance Director Dana Amal for her assistance with the audit process as well as that of all the Finance Department staff.

Mayor Lovero asked for a motion to adjourn at the conclusion of the committee's business. Ald. Ruiz made the motion, seconded by Ald. Lennon to adjourn the Committee of the Whole. The motion passed by a unanimous voice vote.

The Committee of the Whole meeting adjourned at 7:16 pm.

Respectfully submitted,


Margaret Paul, City Clerk



 COPY

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

This meeting was live streamed and may be viewed at:

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

C-1

Mayor Lovero called the Regular Meeting to Order at 8:00 p.m. Clerk Paul called the roll. The following Alderpeople responded present in chambers: Lennon, Woywod, Leja, Fejt, Pabon, Ruiz, Arenella, and Carmichael. Mayor Lovero asked all attendees to rise for the Pledge of Allegiance. A moment of silence was observed in memory of the tragic loss of the entire Dobosz Family who are relatives of Berwyn Police Officer Tyler Johns and in support of our city's First Responders.

Open Forum: Mayor Lovero opened the floor for Open Forum. The following people came to the podium to address the council members:

- Mary Peranteau and Alex McKinley representing Berwyn Tree Canopy Initiative: Requesting amendment to city's tree planning policy. Copies of remarks provided for the record.
- Stephen Taylor remarked on Blo Room Hookah Lounge. Remarks submitted for the record.
- Sylvana and John Peconio: Rat abatement efforts in 2nd Ward. Remarks and Residents' Petition submitted for the record.
- Andrew Sullivan: Increase funding for rat abatement and increase police patrol of alley congestion and speeding vehicles.
- Sandy Van Goethem thanked city departments for services for the Riverside Drive block party.
- Audrey Kane shared audio of recent gunshots she attributed to patrons of Blo Room Hookah Lounge. Expressed her concern for family and neighborhood.
- Carrie Scarlotta expressed concern regarding increased police incidents she attributed to patrons of Blo Room Hookah Lounge. Mayor Lovero announced the pending Liquor Commission hearing regarding Blo Room Hookah Lounge scheduled for September 16, 2022.
- James (last name not provided expressed concern regarding Blo-Room Hookah Lounge.
- Sandra Montez and Amanda Steffins from In Motion Counseling remarked on Mental Health and Suicide Prevention Month.
- Sandra Diaz representing Berwyn Public Art Initiative announced an event in Proksa Park on November 5, 2022.
- Metropolitan Water Reclamation District of Greater Chicago Commissioner Eira L. Corral Sepulveda spoke on MWRD cooperation with City of Berwyn, participation in local events, and issued a call to action for residents to garden with native plants to save pollinators and endangered Monarch butterflies.
- Ald. Ruiz announced the change of date for the Hispanic Heritage Parade and celebration from October 9th to October 2, 2022.

No one else asked to be recognized. Mayor Lovero concluded Open Forum.

Approval of Minutes:

C-1: Ald. Lennon made the motion, seconded by Ald. Fejt, to approve the August 23, 2022 Committee of the Whole and Public Hearing Minutes and the August 23, 2022 Regular Meeting Minutes as submitted. The motion carried by a unanimous voice vote.

Bid Openings: Nothing submitted for the agenda.

Reports from the BDC, BPHD, or Berwyn Township:

E-1: Ald. Leja motioned to strike references to Stickney, Illinois and insert Berwyn, Illinois and strike the term “Resolution” and insert the word “Ordinance” in as found in the BDC submitted agenda item. The motion carried by a unanimous voice vote. Thereafter, Ald. Woywod made the motion, seconded by Ald. Lennon, to **adopt** the Ordinance entitled: **An Ordinance Authorizing a Feasibility Study for the Redevelopment of Certain Real Property Located Within the City of Berwyn, County of Cook, State of Illinois**, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage. Ald. Ruiz raised a question to BDC Executive Director Hulseberg. Mr. Hulseberg was recognized to answer any questions. Following a brief question and answer period, Clerk Paul called the roll on the motion. The motion succeeded with six (6) Alderpeople voting AYE and two (2) voting NAY.

Ald. Woywod then made the motion, seconded by Ald. Lennon, to **adopt** the Ordinance entitled: **An Ordinance Authorizing the Establishment of an Interested Parties Registries for the Stanley Avenue TIF, in the City of Berwyn, Illinois**, direct the Corporate Authorities to affix the necessary signatures and send it on its way to passage. The motion succeeded with seven (7) Alderpeople voting AYE and one (1) voting NAY.

Reports from the Mayor:

F-1: Ald. Fejt made the motion, seconded by Ald. Lennon, to **adopt** the **Resolution** in Support of the Workers’ Rights Amendment to the Illinois Constitution. The motion carried by a unanimous voice vote.

F-2: Ald. Leja made the motion, seconded by Ald. Fejt, to **adopt** the **Proclamation** recognizing September 11, 2022 as National Day of Service and Remembrance in the City of Berwyn. The motion carried by a unanimous voice vote.

F-3: Ald. Arenella made the motion, seconded by Ald. Lennon, to **adopt** the Proclamation declaring September, 2022 as National Suicide Prevention and Action Month in Berwyn. The motion carried by a unanimous voice vote. Mayor Lovero presented copies of the Proclamation to counselors of In Motion Counseling who had previously remarked on Suicide Prevention during the Committee of the Whole.

F-4: Ald. Arenella made the motion, seconded by Ald. Pabon, to **adopt** the Proclamation observing September 15th through October 15th as Latinx History Month in Berwyn and promoting the theme “More Than Monarchs: Conservation and Culture”. The motion carried by a unanimous voice vote. Mayor Lover presented copies of the Proclamation to representatives of upcoming event participants.

F-5: Ald. Lennon made the motion, seconded by Ald. Woywod, to **adopt** the Proclamation observing Banned Book Week September 18th through September 24th, 2022 in the City of Berwyn. The motion carried by a unanimous voice vote. Mayor Lovero presented the Proclamation to Berwyn Library staff and board members.

Zoning, Planning, and Development Commission: Nothing submitted for the agenda.

Reports from Alderpeople, Committees, Boards:

I-1 Ald. Pabon made the motion, seconded by Ald. Carmichael, to have the April 20, 2022 ad hoc Rat Abatement Committee Minutes accepted as informational. The motion carried by a unanimous voice vote.

I-2: Ald. Pabon made the motion, seconded by Ald. Arenella, to have the August 24, 2022 ad hoc Rat Abatement Committee Minutes accepted as informational. The motion carried by a unanimous voice vote.

I-3: Ald. Pabon made the motion, seconded by Ald. Carmichael, to direct Building Director Lazzara to issue a Request for Qualifications to hire a Rat Abatement Consultant for the City of Berwyn. The motion carried by a unanimous roll call vote.

I-4: Ald. Leja made the motion, seconded by Ald. Lennon, to mark the promotion of Sgt. Matthew Burke as informational. The motion carried by a unanimous voice vote.

I-5: Ald. Leja made the motion, seconded by Ald. Lennon, to mark the hiring of Probationary Police Officer Karen Santos as informational. The motion carried by a unanimous voice vote.

I-6: Ald. Leja made the motion, seconded by Ald. Fejt, to mark the hiring of Probationary Police Officer Keith Gardner as informational. The motion carried by a unanimous voice vote.

Reports from Staff:

J-1: Ald. Fejt made the motion, seconded by Ald. Lennon, to concur with City Attorney Bertuca and approve the settlement of **16 M6 8604** for an amount not to exceed \$14,000 authorize. The motion carried by a unanimous roll call vote.

J-2: Ald. Leja made the motion, seconded by Ald. Lennon, to ratify the emergency purchase of a 2022 Ford Transit police vehicle for \$56,839.24 as discussed during the August 23, 2022 Committee of the Whole meeting. The motion carried by a unanimous roll call vote.

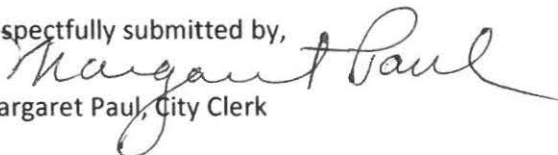
J-3: Ald. Lennon made the motion, seconded by Ald. Fejt, to accept the 2021 Annual Comprehensive Financial Report as informational. The motion carried by a unanimous voice vote.

Consent Agenda (Items K1 – K15): Ald. Lennon made a motion, seconded by Ald. Carmichael, approve the Consent Agenda items as submitted. The motion carried by a unanimous voice vote.

Aldermanic Committee / Ward Meetings: Ald. Leja announced a Police and Fire Aldermanic Committee meeting scheduled for September 20, 2022. Ald. Pabon announced a 5th Ward meeting scheduled for September 21, 2022. Ald. Ruiz announced a Public Works Committee meeting scheduled for October 11, 2022

There being no further business before the City Council, Ald. Carmichael made the motion, seconded by Ald. Lennon, to adjourn the meeting. The motion carried by a unanimous voice vote. The meeting adjourned at 9:05 p.m.

Respectfully submitted by,


Margaret Paul, City Clerk

MEMORANDUM

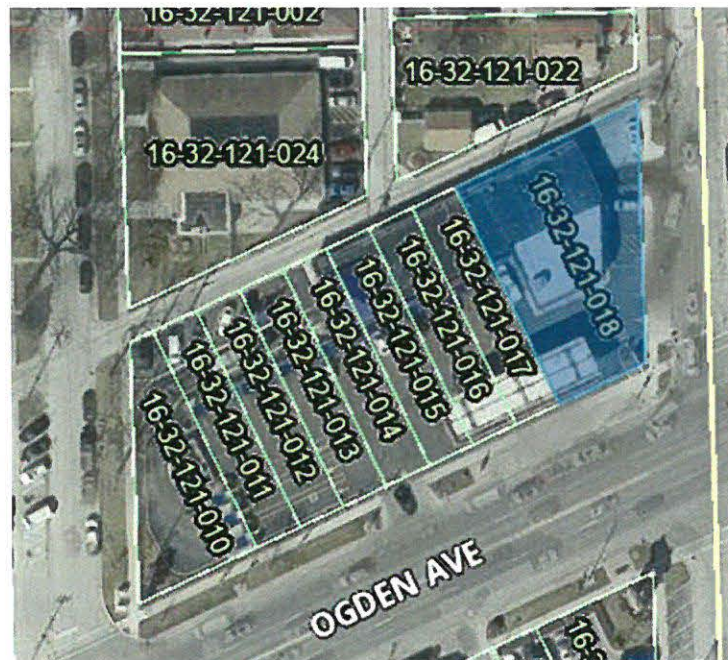
TO: Robert J. Lovero, Mayor City of Berwyn

CC: Berwyn City Council and Ruth Siaba Green, City Administrator

FROM: David Hulseberg, Executive Director, Berwyn Development Corporation

DATE: September 22, 2022

SUBJECT: Class 7C Buddy Bear Car Wash, 6201-6323 Ogden, PIN # 16-32-121-010 thru 018



The Berwyn Development Corporation has received a request for a class 7c real estate tax incentive from the City of Berwyn.

Background: WSSS LLC the current owner of the property submitted a request for a class 7c tax abatement. The subject property consists of a gas station/carwash facility operated by Buddy Bear Cr Wash. Ownership invested \$4.2 million in developing the car wash, gas station and convenience store. The original plan was to demolish the existing gas station to construct a car wash only facility, but ownership was able to purchase the adjacent property from a non-profit that provided enough extra land to keep the gas station. The gas station and convenience store continue to generate motor fuel tax and sales tax for the local area. The parcels purchased from the non-profit company were previously exempt and generated no real estate tax.

The petition was reviewed by the Economic Development Commission on July 21st, August 18th and September 23rd. The commission received testimony, asked questions and sought financials. The following attachments are provided:

1. Cover letter
2. Application
3. Ownership letter of July 21st to the BDC
4. Gas and convenience store sales
5. Emails between the parties
6. Spreadsheet demonstrating property taxes from 2017 to present

The commission had requested at the August 18th meeting that the petitioner provide his SBA 504 summary of revenue expectations, detailed financials on the financial performance of the car wash, and any other evidence that could demonstrate that the financial performance of the property could not afford to pay the increase in taxes. The petitioner opted not to attend the September 23rd meeting or provide any of the requested information. A MOTION WAS MADE, SECONDED AND PASSED UNANIMOUSLY TO GIVE A NEGATIVE RECOMMENDATION FOR THE CLASS 7c TAX ABATEMENT PETITION.

Recommendation: The Berwyn Development Corporation Economic Development Commission recommends that the Berwyn City Council DENY the petition for a class 7c tax abatement 6201-6323 Ogden, PIN # 16-32-121-010 thru 018.

#1

LAW OFFICES
AMARI & LOCALLO

LEONARD F. AMARI
JOSEPH F. LOCALLO JR.
JOHN G. LOCALLO
ANTHONY M. FARAGE
FRANCO A. COLADIPILTRO
KATHERINE A. O'DELL
JOSEPH F. LOCALLO, III

VESNA MARUSIC
DANIEL R. LYNCH
VINCENT A. OPPEDISANO

734 NORTH WELLS STREET
CHICAGO, ILLINOIS 60654
TELEPHONE (312) 255-8550
FACSIMILE (312) 255-8551
www.amariandlocallo.com

236 WEST LAKE STREET, SUITE 100
BLOOMINGDALE, ILLINOIS 60108
TELEPHONE (630) 307-3700
FACSIMILE (630) 307-3737

OF COUNSEL
RICHARD J. CALDARAZZO
MICHAEL V. FAVIA
BRYAN P. LYNCH
BRUNO J. TASSONE

June 14, 2022

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

RE: Request for Renewal of Class 7c Real Estate Tax Incentive

Address: 6201-6323 Ogden
Parcels: 16-32-121-010 thru 018
Petitioner: WSSS LLC

Dear Mr. Hulseberg:

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

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

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

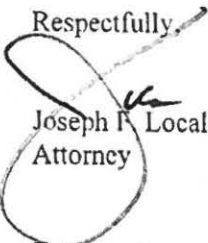
WSSS LLC also purchased parcel 16-32-121-024 located at 3309 Harvey Ave that was also exempt and generated no real estate tax. There are currently 10 employees that work in this neighboring property.

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

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

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

Respectfully,



Joseph F. Locallo, III
Attorney

Enclosures:

#2

COOK COUNTY ASSESSOR
FRITZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B/7/8
RENEWAL APPLICATION

Control Number
7C0040

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

I. Identification of Applicant

Name: WSSS LLC Telephone: (713) 632-8930
Address: 3309 Harvey Ave
City, State: Berwyn, IL Zip Code: 60402
Email Address: pdegeratto @ buddybearcarwash.com

Agent/Representative (if any)

Name: Joseph Locallo Telephone: (312) 255-8550
Address: c/o Amari & Locallo, 734 N. Wells
City, State: Chicago, IL Zip Code: 60654
Email Address: jfl1111@amari-locallo.com

II. Description of Subject Property

Street address: 6201-6323 Ogden Ave
City, State: Berwyn, IL Zip Code: 60402
Permanent Real Estate Index Number (s): 16-32-121-010 thru 018

Township: Berwyn

III. Identification of Persons or Entities Having an Interest

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

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

IV. Property Use

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

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

V. Nature of Development

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

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

VI. Employment

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

On-Site: Full-time: 10 Part-time: 5
In Cook County: Full-time: 60 Part-time: 40

VII. Local Approval

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

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

Phillip DeGeratto
Signature

6/20/2022
Date

Phillip DeGeratto
Print Name

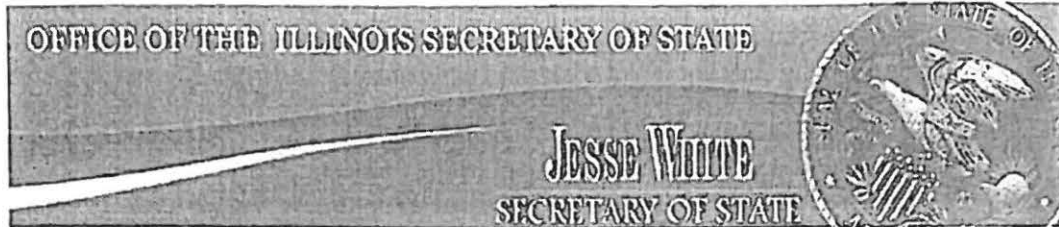
member
Title

[This page is intentionally blank]

Identification of Persons Having an Interest in the Property

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

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



LLC FILE DETAIL REPORT

File Number	05981891		
Entity Name	WSSS, LLC		
Status	ACTIVE	On	10/13/2016
Entity Type	LLC	Type of LLC	Domestic
File Date	10/13/2016	Jurisdiction	IL
Agent Name	PAUL T. JULIAN	Agent Change Date	10/13/2016
Agent Street Address	8417 WIROQUOIS RD	Principal Office	3940 W. WASHINGTON BLVD CHICAGO, IL 606240000
Agent City	PALOS PARK	Management Type	MBR View
Agent Zip	60464	Duration	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

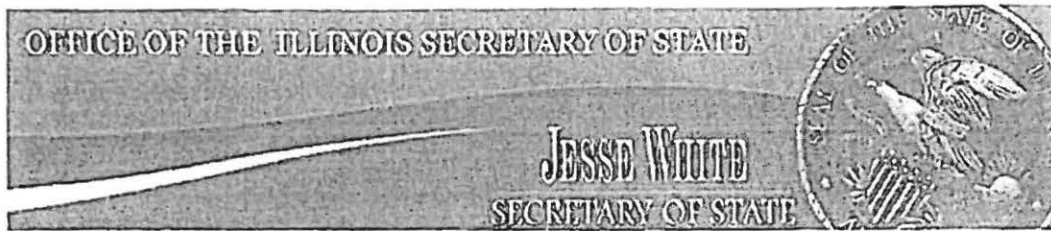
[Return to the Search Screen](#)

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

OTHER SERVICES

- [File Annual Report](#)
- [Adopting Assumed Name](#)
- [Articles of Amendment Effecting A Name Change](#)
- [Change of Registered Agent and/or Registered Office Address](#)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE



LLC MEMBERS

Entity Name	WSSS, LLC	File Number	05981691
Name	Address		
DEGERATTO, PHILLIP J.	3940 W. WASHINGTON BLVD, CHICAGO, IL - 60624		

Close

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

12/8/2016

CITY OF BERWYN
ORDINANCE NO. 17-05

ADOPTED BY THE CITY COUNCIL
OF THE
CITY OF BERWYN

THIS 15th DAY OF MARCH, 2017

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

STATE OF ILLINOIS }
COUNTY OF COOK } SS

CERTIFICATE

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

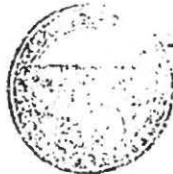
I FURTHER CERTIFY THAT ON MARCH 14, 2017 THE CORPORATE AUTHORITIES OF SUCH
MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 17-05 ENTITLED:

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

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

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

(SEAL)





THOMAS J. PAVLIK, CITY CLERK

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 17-05

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

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

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

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

ORDINANCE 17-025

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

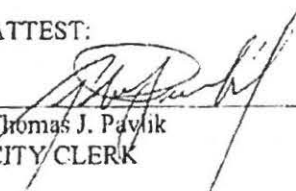
(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

ADOPTED by the City Council of the City of Berwyn, Cook County, Illinois on this 14 day of March 2017, pursuant to a roll call vote, as follows:

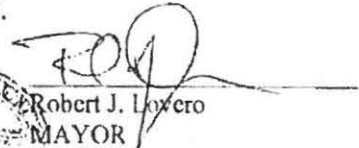
	YES	NO	ABSENT EXCUSED	PRESENT
Chapman	✓			
Boyajian	✓			
Paul	✓			
Fejt	✓			
Santoy	✓			
Polashek	✓			
Avila			✓	
Laureto	✓			
(Mayor Lovero)				
TOTAL	7	0	1	

APPROVED this 15 day of March 2017.

ATTEST:


Thomas J. Pavlik
CITY CLERK




Robert J. Lovero
MAYOR

STATE OF ILLINOIS)
COUNTY OF Cook) SS

CLERK'S CERTIFICATE

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

ORDINANCE NO. 17-05

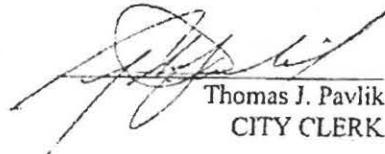
AN ORDINANCE SUPPORTING, APPROVING, AND CONSENTING TO AN APPLICATION BY WSSS, LLC FOR A CLASS 7C DESIGNATION PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR THE CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS.

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

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

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




Thomas J. Pavlik
CITY CLERK

Applicant WSSS LLC
Address 6201-6323 Ogden
PIN 16-32-121-010 thru 018
Tax Rate 12.9250%
State Multiplier 3.2234

<u>Without Class 7C</u>				
<u>Year</u>	<u>Market Value</u>	<u>Level of Assessment</u>	<u>Assessment</u>	<u>RE TAX</u>
2021	\$ 1,534,330	10%	153,433	\$ 63,923.94
2022	\$ 1,534,330	15%	230,150	\$ 95,885.91
2023 (reassessment)	\$ 1,841,196	20%	368,239	\$ 153,417.45
2024	\$ 1,841,196	25%	460,299	\$ 191,771.82
2025	\$ 1,841,196	25%	460,299	\$ 191,771.82
2026 (reassessment)	\$ 2,209,435	25%	552,359	\$ 230,126.18
2027	\$ 2,209,435	25%	552,359	\$ 230,126.18
2028	\$ 2,209,435	25%	552,359	\$ 230,126.18
Total				\$ 1,387,149.48

<u>With Class 7C</u>				
<u>Year</u>	<u>Market Value</u>	<u>Level of Assessment</u>	<u>Assessment</u>	<u>RE TAX</u>
2021	\$ 1,534,330	10%	153,433	\$ 63,923.94
2022	\$ 1,534,330	10%	153,433	\$ 63,923.94
2023 (reassessment)	\$ 1,841,196	10%	184,120	\$ 76,708.73
2024	\$ 1,841,196	10%	184,120	\$ 76,708.73
2025	\$ 1,841,196	15%	276,179	\$ 115,063.09
2026 (reassessment)	\$ 2,209,435	20%	441,887	\$ 184,100.95
2027	\$ 2,209,435	25%	552,359	\$ 230,126.18
2028	\$ 2,209,435	25%	552,359	\$ 230,126.18
Total				\$ 1,040,681.73

Assumptions:

The assessment was increased by 20% in every reassessment year.

All real estate tax amounts were calculated with the current 2020 tax rate and State Multiplier

The level of assessment phases up to 15% in 2022 and 20% in 2023 if the incentive was applied in 2021.

#3



3309 Harvey Ave, Berwyn 60402

July 21, 2022

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

RE: **Request for Renewal of Class 7c Real Estate Tax Incentive**

Address: 6201-6323 Ogden
Parcels: 16-32-121-010 thru 018
Petitioner: WSSS LLC

Dear Mr. Hulseberg:

Thank you for the opportunity to appear today and discuss my application for a 7c real estate tax incentive renewal.

I wanted to take the opportunity to highlight some of the reasons why renewal of the incentive is vital to the continued growth and future success of my small business.

1. The 7c incentive only lasts for 5 years, while all other Cook County Real Estate Tax Incentives last 12 years. At the time of development, the 7c incentive was the only incentive my property qualified for. Cook County allows for the 7c incentive to be renewed for an additional 5 years. I assumed that a renewal would be granted after 5 years in my initial development plans, projections and proformas.
2. There is no question that real estate taxes will increase substantially without the incentive. The real estate tax burden on my small office building in Berwyn is over \$40,000 per year. The local tax rate is over 12%. Most of my other locations are in the city of Chicago, where the tax rate is half of what it is in Berwyn.
3. A substantial increase in real estate taxes could lead to cost cutting and potential loss of jobs.



4. As much as possible, I, like all small business owners, need stability of real estate tax in these uncertain times. There is record inflation and a volatile gas market. We are projecting that revenue will decline over the next couple of years because our customers will scale back money spent on car washes and convenient store purchases. With high gas prices, we also anticipate less fuel purchases. If revenue decreases and expenses increase, our business model doesn't work.

As I mentioned, I have strong ties to this community. I want my Berwyn location to succeed. I hire many employees in Berwyn and moved my corporate headquarters here 5 years ago. Renewal of this incentive is essential to my business's future in Berwyn.

I look forward to discussing more at the August meeting. If you have any questions in the meantime, please let me know.

Respectfully,

A handwritten signature in cursive script that reads "Phillip DeGeratto".

Phillip DeGeratto

#4

	Volume of Gas	Gas Sales	Gen Merch Sales	Food/Drugs Sales	Store Sales
Jan-18					\$ -
Feb-18	11,041.69	\$ 30,233.90	\$ 2,887.22	\$ 1,099.03	\$ 3,986.25
Mar-18	27,348.74	\$ 73,292.55	\$ 4,967.08	\$ 2,185.83	\$ 7,152.91
Apr-18	61,273.19	\$ 173,707.90	\$ 6,891.70	\$ 2,978.30	\$ 9,870.00
May-18	61,435.42	\$ 190,094.92	\$ 9,567.17	\$ 3,753.32	\$ 13,320.49
Jun-18	41,984.41	\$ 135,008.03	\$ 8,847.95	\$ 3,612.87	\$ 12,460.82
Jul-18	48,565.15	\$ 145,764.05	\$ 10,284.21	\$ 3,515.21	\$ 13,799.42
Aug-18	45,398.10	\$ 137,142.00	\$ 8,922.85	\$ 3,644.78	\$ 12,567.63
Sep-18	48,565.15	\$ 145,764.05	\$ 10,284.21	\$ 3,515.21	\$ 13,799.42
Oct-18	51,338.18	\$ 151,066.87	\$ 9,493.97	\$ 3,316.73	\$ 12,810.70
Nov-18	46,856.44	\$ 128,900.59	\$ 8,331.78	\$ 2,715.32	\$ 11,047.10
Dec-18	43,231.92	\$ 107,856.21	\$ 9,206.71	\$ 2,905.11	\$ 12,111.82
Jan-19	42,227.31	\$ 97,473.58	\$ 8,768.97	\$ 2,783.86	\$ 11,552.83
Feb-19	61,398.81	\$ 142,649.58	\$ 9,645.98	\$ 2,862.91	\$ 12,508.89
Mar-19	61,076.87	\$ 167,542.44	\$ 10,830.78	\$ 3,311.15	\$ 14,141.93
Apr-19	48,075.13	\$ 150,195.62	\$ 10,360.55	\$ 3,091.80	\$ 13,452.35
May-19	49,727.22	\$ 161,905.61	\$ 10,822.89	\$ 3,645.50	\$ 14,468.39
Jun-19	41,520.04	\$ 131,896.98	\$ 10,612.75	\$ 3,709.12	\$ 14,321.87
Jul-19	45,476.27	\$ 150,504.97	\$ 11,147.83	\$ 4,552.61	\$ 15,700.44
Aug-19	40,713.25	\$ 126,437.10	\$ 10,529.39	\$ 3,945.99	\$ 14,475.38
Sep-19	37,832.30	\$ 113,827.71	\$ 9,054.86	\$ 3,675.80	\$ 12,730.66
Oct-19	43,782.96	\$ 127,436.49	\$ 9,486.04	\$ 3,535.00	\$ 13,021.04
Nov-19	48,927.78	\$ 134,949.83	\$ 9,046.98	\$ 2,982.15	\$ 12,029.13
Dec-19	47,609.55	\$ 128,217.62	\$ 8,233.19	\$ 2,627.27	\$ 10,860.46
Jan-20	44,621.54	\$ 121,715.35	\$ 8,079.67	\$ 2,415.63	\$ 10,495.30
Feb-20	54,380.65	\$ 143,012.73	\$ 8,606.58	\$ 2,799.54	\$ 11,406.12
Mar-20	42,875.41	\$ 105,122.81	\$ 7,785.58	\$ 2,406.50	\$ 10,192.08
Apr-20	25,650.67	\$ 54,134.46	\$ 5,843.71	\$ 1,633.63	\$ 7,477.34
May-20	37,277.60	\$ 84,994.69	\$ 8,994.87	\$ 2,194.34	\$ 11,189.21
Jun-20	39,692.15	\$ 97,997.09	\$ 8,722.23	\$ 2,905.81	\$ 11,628.04
Jul-20	48,636.57	\$ 119,540.90	\$ 10,682.94	\$ 3,483.01	\$ 14,165.95
Aug-20	50,265.06	\$ 123,573.37	\$ 10,944.82	\$ 3,619.84	\$ 14,564.66
Sep-20	42,923.28	\$ 108,629.80	\$ 9,258.11	\$ 4,223.21	\$ 13,481.32
Oct-20	34,102.00	\$ 99,130.88	\$ 15,214.78	\$ 2,857.47	\$ 18,072.25
Nov-20	34,004.00	\$ 84,314.73	\$ 7,336.65	\$ 3,329.98	\$ 10,666.63
Dec-20	43,053.00	\$ 95,858.19	\$ 7,030.60	\$ 3,612.52	\$ 10,643.12
Jan-21	50,202.00	\$ 116,429.83	\$ 8,055.75	\$ 3,705.80	\$ 11,761.55
Feb-21	40,214.00	\$ 131,593.85	\$ 7,891.44	\$ 3,631.71	\$ 11,523.15
Mar-21	51,652.75	\$ 159,988.65	\$ 10,065.78	\$ 4,683.75	\$ 14,749.53
Apr-21	42,704.00	\$ 155,971.22	\$ 10,028.49	\$ 3,150.81	\$ 13,179.30
May-21	57,580.00	\$ 165,471.97	\$ 9,895.05	\$ 3,108.88	\$ 13,003.93
Jun-21	41,706.00	\$ 168,591.16	\$ 10,673.11	\$ 3,353.34	\$ 14,026.45
Jul-21	50,210.00	\$ 172,984.14	\$ 11,550.26	\$ 4,605.53	\$ 16,155.79
Aug-21	48,514.00	\$ 170,354.53	\$ 10,727.38	\$ 4,563.55	\$ 15,290.93
Sep-21	50,392.00	\$ 174,174.96	\$ 10,709.75	\$ 3,931.47	\$ 14,641.22
Oct-21	41,701.00	\$ 99,130.88	\$ 15,214.78	\$ 2,857.47	\$ 18,072.25
Nov-21	32,421.00	\$ 180,110.94	\$ 9,278.08	\$ 3,192.12	\$ 12,470.20
Dec-21	39,993.00	\$ 143,703.46	\$ 8,287.62	\$ 2,925.31	\$ 11,212.93
Jan-22	44,384.35	\$ 161,760.71	\$ 8,630.94	\$ 2,362.62	\$ 10,993.56
Feb-22	51,682.04	\$ 193,737.64	\$ 8,691.94	\$ 2,430.24	\$ 11,122.18
Mar-22	53,917.56	\$ 242,012.20	\$ 9,539.09	\$ 3,156.96	\$ 12,696.05
Apr-22	37,600.42	\$ 176,702.20	\$ 9,717.57	\$ 3,213.58	\$ 12,931.15
May-22	58,792.24	\$ 289,055.49	\$ 11,063.81	\$ 4,080.80	\$ 15,144.61
Jun-22	48,408.08	\$ 168,591.16	\$ 10,587.95	\$ 4,366.30	\$ 14,954.25

RE: Class 7c

#5

David Hulseberg <davidh@berwyn.net>

Mon 9/12/2022 11:18 AM

To: Phillip DeGeratto <pdegeratto@buddybearcarwash.com>

Cc: David Hulseberg <davidh@berwyn.net>; Kendra Shaw <Kendras@berwyn.net>; Libby Popovic <Libby@popoviclawfirm.com>; dchiero@aol.com <dchiero@aol.com>; Olivia Lares <olivialaresdds@gmail.com>; pierre.monice@trinity-health.org <Pierre.Monice@trinity-health.org>

 2 attachments

Tax Classification & Property Tax Totals (6201 w Ogden).xlsx; 6201-6323 Ogden Ave w PIN Numbers.PNG;

Phil,

We prepared the attached analysis on property taxes for your information. The commission had requested that you provide your SBA 504 summary of revenue expectations, none was received. The Commission indicated that they wanted to see the sales for the car wash, none was provided. The commission asked for this information as they had not seen any evidence of the business showing negative impacts. But you continue to expand car wash operations and grow your business. The commission indicated to you that simply because your property taxes were increasing does not mean that you can't afford to pay them.

The commission is reluctant to recommend a tax abatement unless they can see the need for it. I am sharing this with you so that you are not surprised with the outcome of next week's meeting. Commission packets go out on Thursday, in the event you want to provide any additional information.

David Hulseberg*Executive Director / CEO*

Berwyn Development Corporation
3322 S Oak Park Ave | Berwyn IL 60402
P: 708.749.6580 | C: 331.302.0830 | F: 708.788.0966



Kendra Shaw

From: Phillip DeGeratto <pdegeratto@buddybearcarwash.com>
Sent: Monday, September 5, 2022 4:24 PM
To: David Hulseberg
Subject: Re: Class 7c

Yes, for now is all.
Thanks and Happy Labor Day

On Fri, Sep 2, 2022 at 1:40 PM David Hulseberg <davidh@berwyn.net> wrote:
Is this the extent of additional information that you will be submitting to the economic development commission? If so, I will be able to forward the commission packets earlier to them. Thanks.

Get [Outlook for iOS](#)

From: Phillip DeGeratto <pdegeratto@buddybearcarwash.com>
Sent: Friday, September 2, 2022 1:16:28 PM
To: David Hulseberg <davidh@berwyn.net>
Cc: RSiabaGreen@ci.berwyn.il.us <RSiabaGreen@ci.berwyn.il.us>; RLovero@ci.berwyn.il.us <RLovero@ci.berwyn.il.us>; Joseph Locallo, III <jfliii@amari-locallo.com>; Kendra Shaw <Kendras@berwyn.net>; Paola Garibay <paolag@berwyn.net>
Subject: Re: Class 7c

David,

I would like to add information to answer some of the questions brought up at the last meeting on August 18th. The sales volume report I submitted prior was from the sales tax returns. The average monthly gas volume shown on the report for 2019 was 47,363. falling over 20% short of the original projection of 60,000. The average monthly store sales in 2019 was \$13,271 falling over 10% short of the original projection of \$15,000. In 2020 during the pandemic the average monthly gas volume fell short over 30% of the originally projected 60,000 gal per month and store sales fell short over 20% from original projections. 2021 and in the current 2022 year gas volumes and store sales recovered some but still is well short of the origin projections. I continue to work with my accountants to report more financial data, but as I mentioned before, it is very difficult due to all locations reporting to one company and going through software changes.

I would like to also mention that I have strong ties to this community. I love Berwyn and want my Berwyn location to succeed. I hired many employees in Berwyn and moved my corporate headquarters here. I invested \$5 million here, kept gas and store operations to keep motor fuel tax and sales tax revenue for the local area. I also brought two properties back on the tax rolls that were previously owned by a non-profit. The tax revenues now even with the incentive is much greater than what was being collected before. a tax increase from not renewing would be devastating.

Thank you for your attention in this matter and please feel free to contact me with any questions or if you need any more information.

On Fri, Aug 12, 2022 at 3:53 PM Phillip DeGeratto <pdegeratto@buddybearcarwash.com> wrote:

David,

Attached is the monthly Sales Report for the Gas station/ Store (2018 to current). I was not able to provide P&L for the location as all of our locations report to one company and because we had changed software a couple of years ago, it would have been too difficult.

As you will see on the Sales and Volume Report, you'll see that at the start of the pandemic the sales and volume fell off sharply, and that we have not fully recovered.

Due to the potential recession looming with inflation, high price of gas, labor rates increasing and Sam's Club and Costco giving gas away at cost an increase in Real Estate tax would be devastating.

On Fri, Aug 12, 2022 at 8:53 AM David Hulseberg <davidh@berwyn.net> wrote:

Phil,

Our commission packets are going out for next week's meeting later today. "I and the Economic Development Commission asked if you had been assured of an extension to the 7C when you originally developed your project and to share those representations if you had them. I and the Economic Development Commission asked you for profit/loss statements of your store financials representing the income/profit derived from the property. You have shared information representing the likely impact the taxes will have but not the profits of this store. If you choose to submit that information it would be beneficial for the Commission to review it." If you have anything that you want to share with the commission I need to receive it today so that it can be included in the packet.

David Hulseberg
Executive Director/CEO

Berwyn Development Corporation

3322 S Oak Park Ave | Berwyn IL 60402
P: 708.749.6580 | C: 331.302.0830 | F: 708.788.0966



Promoting Berwyn as a prime business and leisure destination

[Why Berwyn?](#) · [Facebook](#) · [Twitter](#) · [Instagram](#) · [Linkedin](#)

From: David Hulseberg
Sent: Friday, July 22, 2022 11:28 AM
To: Phillip DeGeratto <pdegeratto@buddybearcarwash.com>
Cc: RSiabaGreen@ci.berwyn.il.us; RLovero@ci.berwyn.il.us; Joseph Locallo, III <jfliii@amari-locallo.com>; Kendra Shaw <Kendras@berwyn.net>; Sande Brennan <SandeB@berwyn.net>; Paola Garibay <paolag@berwyn.net>
Subject: RE: Class 7c

Phil,

Thanks for that information and I will add it to your submitted material. I and the Economic Development Commission asked if you had been assured of an extension to the 7C when you originally developed your project and to share those representations if you had them. I and the Economic Development Commission asked you for profit/loss statements of your store financials representing the income/profit derived from the property. You have shared information representing the likely impact the taxes will have but not the profits of this store. If you choose to submit that information it would be beneficial for the Commission to review it.

Additionally, while the BDC appreciates your desire to donate \$5,000 towards the Route 66 Car Show, the optics for both your company donating and our organization accepting could be viewed negatively and suspect. You have been a tier 3 Chamber member since joining in 2019 and you recently bumped your membership to a tier 6. Again the optics of your company increasing its membership while going through a tax abatement request might create a perception that neither of us would desire for our respective organizations. As such, the BDC will be giving you tier 6 status at the tier 3 price for the coming year.

Thank you for your commitment and support.

David Hulseberg
Executive Director/CEO

Berwyn Development Corporation

3322 S Oak Park Ave | Berwyn IL 60402
P: 708.749.6580 | C: 331.302.0830 | F: 708.788.0966





Promoting Berwyn as a prime business and leisure destination

[Why Berwyn?](#) · [Facebook](#) · [Twitter](#) · [Instagram](#) · [Linkedin](#)

From: Phillip DeGeratto <pdegeratto@buddybearcarwash.com>
Sent: Thursday, July 21, 2022 5:35 PM
To: David Hulseberg <davidh@berwyn.net>
Cc: RSiabaGreen@ci.berwyn.il.us; RLovero@ci.berwyn.il.us; Joseph Locallo, III <jfliii@amari-locallo.com>; Kendra Shaw <Kendras@berwyn.net>
Subject: Re: Class 7c

David,

Thank You for the opportunity to appear earlier today. See attached follow up letter.

Will the August 18th meeting be at the same time?

Thanks

On Tue, Jun 21, 2022 at 3:52 PM David Hulseberg <davidh@berwyn.net> wrote:

The Economic Development committee meets next on July 21st at 8:45am at 3322 S. Oak Park, 2nd floor. Your application can sit on its own merit or you may come and speak and answer questions. After that the recommendation will be forwarded to City Council for consideration on August 9th?

David Hulseberg
Executive Director/CEO

Berwyn Development Corporation

3322 S Oak Park Ave | Berwyn IL 60402
P: 708.749.6580 | C: 331.302.0830 | F: 708.788.0966



Promoting Berwyn as a prime business and leisure destination

[Why Berwyn?](#) · [Facebook](#) · [Twitter](#) · [Instagram](#) · [Linkedin](#)

From: Phillip DeGeratto <pdegeratto@buddybearcarwash.com>
Sent: Monday, June 20, 2022 4:09 PM
To: David Hulseberg <davidh@berwyn.net>; RSiabaGreen@ci.berwyn.il.us; RLovero@ci.berwyn.il.us; Joseph Locallo, III <jfliii@amari-locallo.com>
Subject: Re: Class 7c

David,

Please see attached 7c renewal application with tax projections on the last page. Let us know as soon as possible when this issue can be addressed at a City Board meeting. We thank you in advance for your cooperation and attention to these details. As always please feel free to contact us with any questions or if more information is needed.

Respectfully,

On Mon, Jun 13, 2022 at 1:29 PM David Hulseberg <davidh@berwyn.net> wrote:

Please find below the class 7c eligibility bulletin, incentives appeal form and renewal application (in that order).

https://prodassets.cookcountyassessor.com/s3fs-public/form_documents/cls7cb.pdf

https://prodassets.cookcountyassessor.com/s3fs-public/form_documents/Incenapp.pdf

https://prodassets.cookcountyassessor.com/s3fs-public/form_documents/cls678renewal.pdf

After reviewing and completing the application, please forward it to me. Please provide a narrative why the City should be providing the tax abatement and explain what happens if the abatement is not granted. If you relied on

the renewal as part of the initial project approval provide any evidence of the same. Lastly, provide a statement demonstrating the profit generated by this facility.

Upon receipt of the necessary documents, I will schedule this matter for review with the appropriate City governing bodies.

David Hulseberg
Executive Director/ CEO

Berwyn Development Corporation

3322 S Oak Park Ave | Berwyn IL 60402
P: 708.749.6580 | C: 331.302.0830 | F: 708.788.0966



Promoting Berwyn as a prime business and leisure destination

[Why Berwyn?](#) · [Facebook](#) · [Twitter](#) · [Instagram](#) · [Linkedin](#)

From: Phillip DeGeratto <pdegeratto@buddybearcarwash.com>
Sent: Monday, June 13, 2022 10:55 AM
To: David Hulseberg <davidh@berwyn.net>
Subject: Class 7c

Hi David,

I received your vm. I am seeking renewal of the class 7c property tax incentive.

Let me know if you need anything else from me.

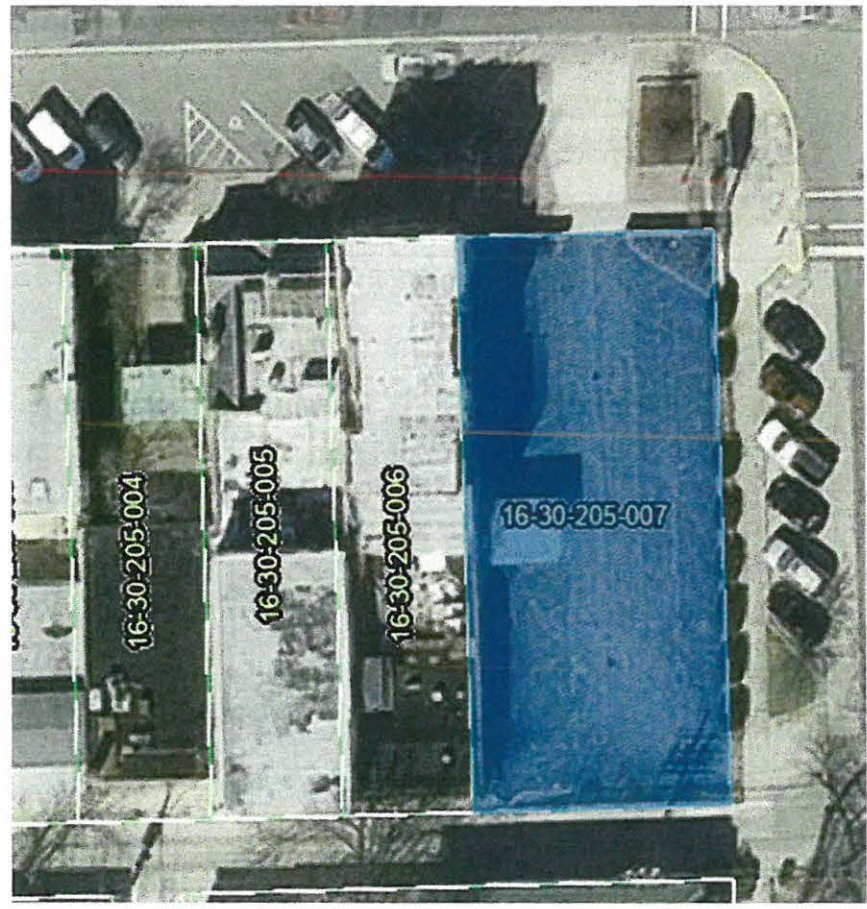
PIN	Address	Tax Class	Description	Property Tax '17	Property Tax '18	Property Tax '19	Property Tax '20	Property Tax '21	Total Property Tax	Notes
16-32-121-010	6323 W Ogden	7-90	Other minor commercial improvement	\$0.00	\$3,971.71	\$4,219.49	\$4,802.80	\$2,641.54	\$15,635.54	2017: Exempt PIN
16-32-121-011	6330 W Ogden	7-90	Other minor commercial improvement	\$0.00	\$2,332.42	\$2,477.91	\$2,843.50	\$1,563.93	\$9,217.76	2017: Exempt PIN
16-32-121-012	6223 W Ogden	7-90	Other minor commercial improvement	\$2,136.55	\$2,300.65	\$2,444.06	\$2,813.00	\$1,547.15	\$11,241.41	
16-32-121-013	6213 W Ogden	7-90	Other minor commercial improvement	\$2,136.55	\$2,300.65	\$2,444.06	\$2,813.00	\$1,547.15	\$11,241.41	
16-32-121-014	6211 W Ogden	7-23	Gasoline station, with /without bays, store	\$5,388.20	\$4,533.83	\$4,816.55	\$5,194.04	\$2,856.72	\$22,789.34	
16-32-121-015	6209 W Ogden	7-23	Gasoline station, with /without bays, store	\$6,075.52	\$6,437.77	\$6,839.28	\$7,210.08	\$3,965.54	\$30,528.19	
16-32-121-016	6201 W Ogden	7-23	Gasoline station, with /without bays, store	\$8,361.12	\$7,213.69	\$7,663.70	\$8,031.21	\$4,417.17	\$35,686.89	
16-32-121-017	6201 W Ogden	7-23	Gasoline station, with /without bays, store	\$8,361.12	\$6,591.82	\$7,002.93	\$7,372.55	\$4,054.90	\$33,383.32	
16-32-121-018	6201 W Ogden	7-23	Gasoline station, with /without bays, store	\$19,906.91	\$20,624.54	\$21,911.04	\$22,839.38	\$12,561.66	\$97,843.53	
16-32-121-024	3309 Harvey Ave	5-17	One story commercial building	\$0.00	\$26,682.22	\$38,872.61	\$34,949.33	\$19,222.13	\$119,726.29	2017: Exempt PIN
Totals				\$52,365.97	\$82,989.30	\$98,691.63	\$98,868.89	\$54,377.89	\$387,293.68	

96

E-2

MEMORANDUM

TO: Robert J. Lovero, Mayor City of Berwyn
CC: Berwyn City Council
FROM: David Hulseberg, Executive Director, Berwyn Development Corporation
DATE: September 22, 2022
SUBJECT: Realty of Chicago, 6505-11 Cermak Road, Committee of the Whole 9/27/2022



The Berwyn Development Corporation has received a request for a Redevelopment Agreement with Realty of Chicago, 6505-11 Cermak Road, Berwyn, IL under the Pay As You Go Tax Increment Financing District program. This request was reviewed favorably by The Berwyn Development Economic Development Commission on September 22, 2022.

Background: The Realty of Chicago property, PIN # 16-30-205-004, 005, 006 & 007 consists of 18,591 +/- SF with a structure of approximately 13,000 SF. Ownership seeks to invest up to \$1,254,497 in improvements (Attachment A) and remodel the property in accordance with plans created by ABD & Associates, LTD (Attachment B).

The property is a 1930's vintage dilapidated masonry building. The building is of varying heights from one to three stories. The building interior is in very poor condition and had floors missing in some parts and debris throughout the balance. The City of Berwyn took the previous owner of the property to court and was seeking to raze the structure for more than 3 years. A buyer (Eduardo Garcia of Realty of Chicago) acquired the property and is keeping the historic nature of the property intact. The building will be redeveloped as a mixed-use structure commercial real estate office with a residential unit.

The property was appraised March 2020 for the City as part of the court action by the Gorman Group, Ltd (Attachment C). The findings of this report revealed that the building and property had a value of \$410,000 after the building had been razed. The demolition estimates to complete this work was \$133,500. Realty of Chicago bought the property for \$820,000 (Attachment D).

Based off this information, staff has evaluated the project:

- Take the appraised value \$420,000 less the cost of the demo \$420,000-\$133,500 = **\$276,500 land value.**
- Purchase price \$820,000 less land value \$276,500 = **\$543,500 extraordinary land cost.**
- We then take the extraordinary land cost plus the **improvement cost \$1,254,497** for an approximate eligible **total of \$1,797,997.**
- We then apply a 25% eligible reimbursement which is then \$449,499.

If the tax increment created by Realty of Chicago on their own property is sufficient to allow them to recoup that \$449,499 from the additional tax impact that the property will generate, then they would receive those funds. In a completely hypothetical scenario:

- The property **now paying \$10,000** in annual property taxes.
- The structure is improved, **increasing the payment to \$60,000** in annual property taxes.
- The difference between the two, **or increment, would be \$50,000.**

Realty of Chicago would then be eligible to receive that \$50,000 annually as a rebate after it paid its property tax until it was reimbursed the \$449,499 incentive. Again, the numbers used in this are for illustrative purposes only. Any incentive agreement requires City Council approval. A prior City Council did however approve the concept of this program with an understanding that each project would be considered and stand on its own merit. Further this project was presented to City Council in November of 2021 with an understanding that the project would require being formally introduced at a later date.

Recommendation: The Berwyn Development Corporation Economic Development Commission recommends that the Berwyn City Council approve and authorize legal counsel to complete a Redevelopment Agreement (Attachment E) for the property at 6505-11 Cermak Road, Berwyn, IL for the purpose of rebating up to \$449,499 in economic development incentive provided that the property in question produces significant revenue above the existing base established during the remaining period of the Harlem Avenue Tax Increment District (December 31, 2034) to cover that amount.

Leyva Construction Co.

Estimate



Date: 9/8/22
 Invoice #:
 Customer ID:
 Purchase Order #
 Payment Due by:

Bill To:

Eddie Garcia / Realty of Chicago

6535 Cermak Rd.
 Berwyn, IL 60402

Job Location (s):

6505 Cermak Rd
 Berwyn, IL 60402

Description	Line Total
Furnish and install all mtls for new Framing as per Dws	\$ 66,300.00
Install New insulation where needed (per dws)	\$ 16,000.00
Install new drywall and finish ready for paint	\$ 53,000.00
Apply one coat of primer on all new drywall and 2 coats of paint (promar 200- Sherwin William:	
Paint all new doors and trim	\$ 42,000.00
Install approx 12,000 SQ/FT of flooring	\$ 65,000.00
Install all new casing, baseboard and doors (as per dws)	\$ 36,000.00
Install new hardware on doors and kithcen cabinets and baths	\$ 1,200.00
Install new cabinets in kitchen and countertop in kitchen	\$ 45,000.00
Trash disposal	\$ 6,000.00

Special Notes and Instructions

All items include labor and mtls as per submittals
 Any request to upgrade mtls will be at an additional cost.
 Permits and Inspections to be done by "others"

Total	
Paid	
This invoice	
Balance	\$ -
Total	\$ 330,500.00

Make all checks payable to Leyva Construction Co.

Thank you for your business!

If you have any questions regarding this invoice, please contact Tomas Leyva, TEL-708 275 0780

Address: 535 N Michigan Ave. #2208, Chicago IL 60611

TEL-708 275 0780, Email: leyvaconstructioncompany@gmail.com, Web: Leyvaconstructionco.com

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
07/27/2021	

Vendor
All Star General Contracting

Bill Due	08/06/2021
Terms	
Memo	

PAID

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Roof for 6507 Cermak	32,000.00		10.2 - 6507 Cermak OFFICE

Expense Total : 32,000.00

Bill Total : \$32,000.00

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
08/26/2021	

Vendor
All Star General Contracting

PAID

Bill Due	09/05/2021
Terms	
Memo	

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Roof for 6507 Cermak	10,000.00		10.2 - 6507 Cermak OFFICE

Expense Total : 10,000.00

Bill Total : \$10,000.00

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
09/30/2021	

Vendor
All Star General Contracting

PAID

Bill Due	10/10/2021
Terms	
Memo	

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Roof for 6507 Cermak	6,000.00		10.2 - 6507 Cermak OFFICE

Expense Total : 6,000.00

Bill Total : \$6,000.00

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
01/18/2022	

Vendor
All Star General Contracting



Bill Due	01/28/2022
Terms	
Memo	

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Roof for 6507 Cermak	8,850.00		10.2 - 6507 Cermak OFFICE

Expense Total : 8,850.00

Bill Total : \$8,850.00



3636 W 60th Pl, Chicago, IL 60629, USA
 drwaterproofing21@gmail.com
 2243346382
 Co. Reg. No.: 2659311



Mr. D " s waterproofing and construction I nc.

Estimate

Bill To: Eddie Garcia
 eddie@realtyofchicago.com
 6507 Cermak Rd, Berwyn, IL 60402,
 USA

Estimate No: 237
 Date: 10-12-2021

Description	Quantity	Rate	Amount
Gas line install <small>Turn main gas line off, cut into main gas line, create new threads in order to create a split and add adapters. Run gas line from basement to first floor, connect to furnace, install shut off valve and pipes.</small>	1	\$ 2500.00	\$ 2500.00*
Parts Subtotal			\$ 2500.00

*Indicates non-taxable item

Subtotal \$ 2500.00
 Discount \$ 0.00
 Total \$ 2500.00

Total \$ 2500.00

Notes

50% deposit to commence work remainder balance due upon completion.

3636 W 60th Pl, Chicago, IL 60629, USA
 drwaterproofing21@gmail.com
 +1 (224) 334-6382
 Co. Reg. No.: 2659311



Mr. D " s waterproofing and construction Inc.

Invoice

Bill To: Eddie Garcia
 eddie@realtyofchicago.com
 6507 Cermak Rd, Berwyn, Illinois,
 60402, United States

Invoice No: 109
Date: 07-03-2022
Terms: NET 0
Due Date: 07-03-2022

Description	Quantity	Rate	Amount
Materials materials that will be purchased by client (cash advance)	1	\$40000.00	\$40000.00*
Parts Subtotal			\$40000.00

Description	Quantity	Rate	Amount
Rough in plumbing we will install rough in plumbing for approximately 12 bathrooms and 2 kitchens (kitchen sinks and waterlines for each) (contain all drains, joints, waterlines). This will include only labor, owner will provide material (pay for materials as follows: 1/2" copper drain for approximately \$0.50, 1/2" pipe for approximately \$0.50, 1/2" pipe for 1/2" fittings completed and this once inspection is passed.	1	\$37500.00	\$37500.00
Concrete we will break out and pour concrete for 100 sq ft of concrete and 100 sq ft of concrete and pour 4 inches of 2 1/2" gravel and compact (owner will provide rebar for 100 sq ft concrete in garage area)	1	\$10000.00	\$10000.00*
Labour Subtotal			\$47500.00


*Indicates non-taxable item

Subtotal	\$87500.00
Includes S Corp 0%	\$0.00
Total	\$87500.00
Paid	\$0.00

Balance Due \$87500.00

Notes

30% deposit to commence plumbing work 30% once pvc is completed 30% and 10% once plumbing is done. 50% to commence concrete work and remaining balance once job is completed.



Mr. D's waterproofing and construction Inc.
Mr. D " s waterproofing and construction Inc.
07/03/2022

Eddie Garcia

INTERIOR DESIGNS BY MARIELA GARCIA

APRIL 27, 2022

INVOICE TO:
EDDIE GARCIA
REALTY OF CHICAGO

SERVICE/DESCRIPTION	HOURS	COST @ \$100/HR
DESIGN RESEARCH	10	\$ 1,000.00
-3/7 -4/6		
-3/15 -4/16		
-3/19 -4/26		
-3/25		
RENDERINGS	104	\$ 10,400.00
-3/9 -3/22 -4/16		
-3/10 -3/24 -4/19		
-3/12 -3/26 -4/20		
-3/13 -3/28 -4/24		
-3/17 -4/2 -4/25		
-3/18 -4/3		
-3/19 -4/7		
-3/20 -4/13		
MEETINGS	1	\$ 100.00
-4/27		
TOTAL		\$ 11,500.00
PREVIOUS INVOICE TOTAL		\$ 4,450.00
GRAND TOTAL		\$ 15,950.00

✉ mariela.garcia4098@gmail.com

☎ (773) 790-7496

Dumpsters

Customer Name	Phone	Delivery ac Town	Type	Price	Size	DEL Date	PU Date	Weight	Over\$\$
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	Concrete	\$ 410.00	10	10/20/2021	#####	1	\$ -
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	Concrete	\$ 410.00	10	10/19/2021	#####	1	\$ -
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/12/2021	#####	6.41	\$ 54.60
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/13/2021	#####	8.69	\$ 191.40
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/12/2021	#####	4.24	\$ -
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/9/2021	#####	8.26	\$ 165.60
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	Bricks	\$ 410.00	10	9/13/2021	#####	1	\$ -
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	Bricks	\$ 410.00	10	9/15/2021	#####	4.34	\$ 110.40
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/14/2021	#####	13.64	\$ 488.40
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/13/2021	#####	6.35	\$ 51.00
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/30/2021	9/2/2021	7.7	\$ 132.60
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	Concrete	\$ 410.00	10	10/19/2021	#####	1	\$ -
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	Concrete	\$ 410.00	10	10/19/2021	#####	1	\$ -
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/10/2021	#####	8.59	\$ 185.40
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/9/2021	#####	7.81	\$ 138.60
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/14/2021	#####	7.11	\$ 96.60
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	9/2/2021	#####	9.49	\$ 239.40
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	Concrete	\$ 410.00	10	10/28/2021	#####	1	\$ -
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/16/2021	#####	4.26	\$ -
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/13/2021	#####	3.41	\$ -
224-334-6382 - Christian	224-334-6382	6507 Cerm Berwyn	C&D	\$ 470.00	30	8/10/2021	#####	5	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 470.00	30	9/18/2021	#####	6.05	\$ 33.00
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 480.00	30	9/8/2022		0	
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	Bricks	\$ 410.00	10	11/12/2021	#####	8.36	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 470.00	30	5/6/2022	6/7/2022	3.37	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 470.00	30	11/13/2021	#####	5.3	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 410.00	20	8/10/2022	#####	3.28	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 470.00	30	6/29/2022	8/6/2022	4.19	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 480.00	30	8/18/2022	9/8/2022	0	
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 470.00	30	11/3/2021	#####	3.88	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	Bricks	\$ 410.00	10	9/30/2021	#####	8.68	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 470.00	30	3/22/2022	5/6/2022	4.42	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	Bricks	\$ 410.00	10	11/23/2021	#####	8.68	\$ -

708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	Bricks	\$ 410.00	10	12/6/2021	2/4/2022	10.88	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 470.00	30	2/11/2022	#####	7	\$ 111.27
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 470.00	30	10/5/2021	#####	5.15	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 470.00	30	12/23/2021	#####	6.06	\$ 35.28
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	Bricks	\$ 410.00	10	10/1/2021	#####	10.42	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	Bricks	\$ 410.00	10	10/28/2021	#####	10.07	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 470.00	30	6/7/2022	#####	3.33	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 410.00	20	8/15/2022	#####	1	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 410.00	10	4/18/2022	6/7/2022	7.03	\$ 215.99
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	Bricks	\$ 430.00	10	6/29/2022	#####	6.22	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	Bricks	\$ 410.00	10	10/8/2021	#####	9.28	\$ -
708-743-1275 Eddy Garcia	708-743-1275	6507 Cerm Berwyn	C&D	\$ 410.00	10	3/22/2022	#####	12.08	\$ 66.56
				\$20,050.00					\$2,316.10
						\$22,366.10			

Nationwide Lifts
P.O. Box 470
Sandwich, IL 60548
Phone: (630) 742-1264

Bill To: **Realty Of Chicago**
Attn: Eddie Garcia
6507 W. Cermak Rd.
Berwyn, IL. 60402
Phone: (708) 743-1275

Ship To: **SAME**

Product Name	Description	Quantity	Unit Price	Total Price
FREEDOM COMMERCIAL	Commercial Elevator –LULA (1,400lb capacity) - Smooth Hydraulic Operation - Automatic Sliding Doors - Number of Levels:(2) with Same Side Application -Gate: 2-Speed Sliding Gate, Stainless Steel -Landing Doors:2-Speed Sliding Doors (Stainless Steel) -Cab Walls: Laminate Hanging Panels: Gray -Cab Size: 48"W x 54"D x 84" H - Fixtures: Stainless Steel (handrail, C.O.P., hall/calls) - Phone in cab-(A.D.A. hands-free) - Fire Service -Keyed hall/call stations-stainless steel - Speed: 30 fpm - Pit: 14" (minimum) - Battery Backup Lighting Floor: Plywood Sub-floor - Manual Emergency Lowering - 3 Yr Warranty on Parts & 1 Yr. Labor - Permit & Inspection	1	\$62,900.00	\$62,900.00
	**Our current installation schedule is at the 2nd week of July 2022. **			

Total:	\$62,900.00
---------------	--------------------

**** MANUFACTURER LEAD TIME: 14 weeks from proposal acceptance & deposit. ****

Payment terms:

We propose to furnish and install the product(s) listed above. A deposit of 50% is due upon signing this proposal and placing order. An additional 40% is

due upon delivery of the equipment to jobsite. The remaining 10% is due upon completion of the installation.

Due upon order:	\$31,450.00
Due upon delivery:	\$25,160.00
Due upon installation:	\$6,290.00

Acceptance of Proposal:

This proposal is submitted for acceptance within thirty (30) days of from date executed by us. This proposal, when accepted by the Purchaser and approved by a representative of Nationwide Lifts, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and properly executed by both parties. Should Purchaser’s acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict.

Elevator Preparatory Work:

A Site Preparation Agreement will be provided by Nationwide Lifts. The preparatory work must be completed by the Purchaser prior to installation of the equipment. Failure to complete preparatory work will result in fees as outlined in the Site Preparation Agreement.

Warranty:

Nationwide Lifts warrants the equipment sold by it and all parts thereof to be free from defects in material and workmanship under normal use and service. Its obligation under this warranty shall be limited to repairing any part of said equipment which proves thus defective within the timeframe of the warranty and which its examination shall disclose to its satisfaction to be thus defective.

This warranty is in lieu of all other warranties expressed or implied and of all obligations or liabilities on its part. It neither assumes nor authorizes any person to assume for it any other obligation of liability in connection with the sale of said equipment or any part thereof. This warranty shall not apply to any part, which has been subject to any accident, alteration, abuse or misuse.

The labor warranty period is 12 months, beginning upon completion of the installation. Warranty calls are to be performed during regular working hours of regular working days unless required by an emergency condition, at the discretion of Nationwide Lifts.

The equipment warranty period is identified on the 1st page of this document. The equipment warranty begins when the equipment ships from the factory. The equipment warranty is governed by the manufacturer.

Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service.

Terms and Conditions:

If the Purchaser does not take delivery of material within 30 days of manufacturing completion, Nationwide Lifts will store the equipment at the Purchaser’s cost. The Purchaser is to pay insurance and storage charges not to exceed \$75 per week. Once Nationwide Lifts receives delivery of the equipment from the factory, the progress payment ‘Due upon delivery’ is due immediately. This progress payment is due regardless if the unit is placed into storage.

All sales are final. The equipment is custom ordered to Purchaser’s requirements. In the event of any default by Purchaser, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due.

The machinery, implements and apparatus hereunder remain personal property of Nationwide Lifts. Therefore, Nationwide Lifts retains title thereto until final payment is made, with right to retake possession of them, or any part thereof, at the cost of the Purchaser if default is made in any of the payments irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

Nationwide Lifts shall not be held responsible nor shall it be liable under the terms of this agreement and Purchaser expressly releases, discharges, indemnifies and acquits Nationwide Lifts for any and all claims for loss, damage, delay, detention, death or injury of any nature whatsoever. Nothing in this contract shall be construed to mean that Nationwide Lifts assumes any liability on account of accidents to persons or property except those directly due to the negligent act of its workmen.

Nationwide Lifts shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, thefts, riots, floods, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall Nationwide Lifts be liable for any damages, nor any consequential, special or contingent damages.

This order, together with its terms and conditions as outlined herein are hereby expressly made a part of this order, when signed and accepted by the Purchaser and a representative of Nationwide Lifts shall constitute exclusively the contract between the parties and all prior representations or agreements whether written or verbal not incorporated herein, are superseded.

Purchaser:

Realty Of Chicago
Attn: Eddie Garcia
6507 W. Cermak Rd.
Berwyn, IL. 60402
Phone: (708) 743-1275

Supplier:

Nationwide Lifts
P.O. Box 470
Sandwich, IL. 60548
Phone: (630) 742-1264

This proposal and agreement are hereby accepted:

PRINTED: _____

PRINTED: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____



Daly Fire Protection



Commercial • Residential • Service • Inspections
12519 E Navajo Drive, Palos Heights, IL 60463
Office: (312) 619-3790
Fax: (312) 619-5285

Realty of Chicago

Re: Fire Sprinkler Proposal
New Mixed-Use Building
6507 Cermak Rd.
Berwyn, IL

Eddie,

We appreciate the opportunity to bid on your project in the amount of ONE HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED FORTY DOLLARS (\$128,640.00) to furnish the necessary labor, materials, tools, and equipment to perform the following scope:

- *Obtain Water flow information from The City of Berwyn to design engineered shop drawings for submittal & obtain approval from fire prevention bureau.*
- *Furnish and install backflow.*
- *Furnish and install isolation control valves, main drain, express drain, inspectors test, proper pressure gauge and flow switch.*
- *Furnish and install schedule 10 main, schedule 40-line piping, and CPVC (where permitted) to supply sprinkler heads.*
- *Furnish and install concealed sprinkler heads throughout all finished areas, brass upright coverage in open ceiling/ unfinished areas and attic space above 3rd floor residential and ceo office.*
- *Furnish and install Fire Department Connection(s).*
- *Furnish and install a complete wet automatic fire sprinkler system per NFPA 13 and local city code.*

Qualifications:

- The above listed work may be performed during normal business hours of 7:00am to 3:30pm., Monday through Friday, and requires uninterrupted access to all applicable work areas.
- It is assumed an unobstructed floor will be provided.
- CAD files and Layout must be supplied to Daly Fire Protection LLC at no additional cost.
- **Adequate heat (min 40 degrees) and insulation to avoid exposing sprinkler system components to freezing temperatures is responsibility of owner/GC.**
- **It is the responsibility of other trades/owner to ensure compatibility of any paint, insulation, caulk, wiring, or any other material that may come in contact with CPVC pipe/fittings.**



Daly Fire Protection



- Underground flushing certificate must be supplied to Daly Fire Protection LLC prior to connection to water services.

Proposal Excludes:

- Alarm System or electrical wiring of any kind.
- **Dry System. Proposal assumes all areas conditioned, including attic.**
- Overtime/double time rate.
- Fire Pump.
- Fire caulking/ fire stopping.
- System flushing/chlorination.
- Underground piping or incoming water service for sprinkler system.

Under this proposal, Daly Fire Protection LLC assumes no responsibility for cleaning, repairs or replacements of backflow prevention devices, check valves, and/or any other system components resulting from foreign matter or debris entering the overhead piping from the underground water supply mains.

Warranty:

Daly Fire Protection LLC guarantees all work under this contract to be free of leaks or defects for a period of 1 year from time of completion.

Terms:

Progress billing issued.

All Invoices will be due upon receipt. Delinquent accounts are subject to a 2 1/2% interest charge on remaining balance per month. If services of an attorney, collection agency, or a third party are needed to secure payment under this legally binding contract, the customer shall be liable for these expenses. The seller is under no obligation to the buyer other than expressed within.



Daly Fire Protection



This quotation is in effect for Thirty (30) days and is null and void thereafter. If this proposal meets your approval, please sign and return it so work can begin on your project.

Thank you for the opportunity, and we look forward to working together.

Respectfully
Submitted,

Daniel Daly
ACCEPTANCE:

Signature

Date

Printed Name

Printed Title

PO# _____



3636 W 60th Pl, Chicago, IL 60629, USA
 drwaterproofing21@gmail.com
 +1 (224) 334-6382
 Co. Reg. No.: 2659311



Mr.D " s Waterproofing & construction Inc

Estimate

Bill To: Eddie Garcia
 eddie@realtyofchicago.com
 6507 Cermak Rd, Berwyn, Illinois,
 60402, United States

Estimate No: 433
 Date: 07-09-2022

Description	Quantity	Rate	Amount
Concrete parking lot we will demolish existing parking lot and haul away old asphalt. we will add 5 inches of 1/2 gravel base and compact every 2 inches install wiremesh throughout entire parking lot to help strengthen concrete we will frame as necessary and pour 5-6 inches of concrete throughout entire parking lot 4000 psi concrete mix area measuring 120 feet by 50 feet for an area of 6,480 square feet	1	\$75000.00	\$75000.00*
Parts Subtotal			\$75000.00
*Indicates non-taxable item			
Subtotal			\$75000.00
Total			\$75000.00
Total			\$75000.00

Notes

50% deposit to commence work 25% once area prepared remainder 25% upon completion.

Mr.D " s Waterproofing & construction Inc
 07/09/2022

Eddie Garcia



3636 W 60th Pl, Chicago, IL 60629, USA
 drwaterproofing21@gmail.com
 2243346382
 Co. Reg. No.: 2659311



Mr. D " s waterproofing and construction I nc.

Invoice

Bill To: Eddie Garcia
 eddie@realtyofchicago.com
 6507 Cermak Rd, Berwyn, IL 60402,
 USA

Invoice No: 59
 Date: 18-10-2021
 Terms: NET 0
 Due Date: 18-10-2021

Description	Quantity	Rate	Amount
Stamped Concrete patio we will break out and haul away existing concrete - dig 3-4 inches in order to give new concrete minimum of a 4 inch base. concrete will be 6100 psi 40% per requirements. cut by 47' x 25' - 1200 sq ft. patio up to 1200 sq ft.	1	\$ 20000.00	\$ 20000.00*
Footing for retainingwall and base will be 12" x 12" - 12' x 12' - 144 sq ft. 4" x 12" x 12' - 576 sq ft.	1	\$ 0.00	\$ 0.00*
Parts Subtotal			\$ 20000.00

*Indicates non-taxable item

Subtotal	\$ 20000.00
Discount	\$ 0.00
Shipping	\$ 0.00
Total	\$ 20000.00
Paid	\$ 0.00

Balance Due \$ 20000.00

Notes

50 % deposit to commence work remainder balance due upon completion.

Terms and Conditions

A handwritten signature in black ink, appearing to be 'Eddie Garcia', written in a cursive style.

Mr. D's waterproofing and construction Inc.
Mr. D " s waterproofing and construction Inc.
18/10/2021

Eddie Garcia



3636 W 60th Pl, Chicago, IL 60629, USA
 drwaterproofing21@gmail.com
 2243346382
 Co. Reg. No.: 2659311



**Mr. D " s waterproofing and construction I
 nc.**

Invoice

Bill To: Eddie Garcia
 eddie@realtyofchicago.com
 6507 Cermak Rd, Berwyn, IL 60402,
 USA

Invoice No: 67
 Date: 29-10-2021
 Terms: NET 0
 Due Date: 29-10-2021

Description	Quantity	Rate	Amount
Inside concrete <small>we will break out and haul away old concrete level and grade around as discussed with client pour 4 inches of additional concrete finish concrete</small>	1	\$ 8000.00	\$ 8000.00*
Parts Subtotal			\$ 8000.00

*Indicates non-taxable item

Subtotal	\$ 8000.00
Discount	\$ 0.00
Shipping	\$ 0.00
Total	\$ 8000.00
Paid	\$ 0.00

Balance Due \$ 8000.00

Terms and Conditions

Mr. D.'s waterproofing and construction Inc.

Eddie Garcia

ESTIMATE



Eduardo Garcia

6007 Cermak Road, Cicero, IL,
USA

(708)743-1275

Estimate #: 854

Date: 11/15/20

Mr D's Waterproofing And Construction Inc. #2659311

3636 w 60th place

chicago il. 60629

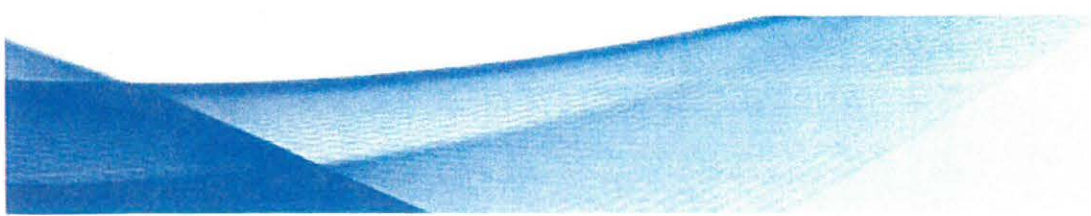
drwaterproofing21@gmail.com

(224)334-6382

Item	Quantity	Cost	Subtotal
Interior drainsystem Concrete floor will be broken out a foot away from foundation wall around all foundation walls. All concrete will be removed and disposed. A trench will be excavated a foot down all dirt will be removed a 2inch layer of 3/4 inch clean gravel will be placed along the trench perforated pvc pipe will be installed along all trenches with a high side and lower side towards sumpump pit to pitch water towards pump. A moisture barrier will be installed along the walls to protect walls from any seepage preventing any moisture damaging future 2x4 studs,insulation, and dry wall. A drain board will be installed along the bottom of trench to help prevent the concrete from damaging the moisture barrier. Concrete will be replaced discharge of sumpump will be directed to sewer stack.	1	\$7,000.00	\$7,000.00
Demo/santize Remove molded walls and dispose and sanitize once walls removed.	1	\$3,000.00	\$3,000.00
Remove debri Remove and dispose of extra debri from old owner	1	\$1,000.00	\$1,000.00
PAGE 3 OF 3			
Remove all studs and remain walls Remove all studs and remain walls and dispose of garbage	1	\$500.00	\$500.00
		Subtotal	\$11,500.00
		Tax	\$0.00
		Amount Due	\$11,500.00

Notes:

Lifetime transferable warranty on draintile system. Paid in full



3636 W 60th Pl, Chicago, IL 60629, USA
 drwaterproofing21@gmail.com
 2243346382
 Co. Reg. No.: 2659311



**Mr. D " s waterproofing and construction I
 nc.**

Invoice

Bill To: Eddie Garcia
 eddie@realtyofchicago.com
 6507 Cermak Rd
 Berwyn
 Illinois
 60402
 United States

Invoice No: 98
Date: 09-02-2022
Terms: NET 0
Due Date: 09-02-2022

DESCRIPTION	QUANTITY	RATE	AMOUNT
-------------	----------	------	--------

Elevator demolition <small>we will demo entire elevator and haul away.</small>	1	\$ 3000.00	\$ 3000.00*
---	---	------------	-------------

Labour Subtotal \$ 3000.00

*Indicates non-taxable item

Payment Instructions
 payment due upon completion

Subtotal	\$ 3000.00
Discount	\$ 0.00
Total	\$ 3000.00
Paid	\$ 0.00

Balance Due \$ 3000.00

Deposit due 09/02/2022 \$ 1500.00

Handwritten signature

Mr. D's waterproofing and construction Inc.
Mr. D " s waterproofing and construction Inc.
09/02/2022

Eddie Garcia

PROPOSAL

MODERN MASONRY

THE ART OF MASONRY

A Rodriguez Company

PROPOSAL NO. 192-2021

PROPOSAL SUBMITTED TO: Eddie Garcia		DATE SUBMITTED:
PHONE NUMBER: 708 – 743 – 1275	EMAIL:	JOB NAME: Berwyn
ADDRESS, CITY, STATE, ZIP: 6507 W Cermak Rd Berwyn, Illinois		JOB LOCATION: Berwyn

We propose to furnish material and labor – complete in accordance with above specifications for the sum of:
Retaining Wall – North - \$7,000

- Remove existing retaining wall
 - Salvage all stone pieces
 - Clean all salvaged pieces to be reused
- New Retaining Wall
 - New Retaining Wall shall be 6ft tall in its totality
 - Decorative stones shall be matched to existing at the bottom
 - Some new stones will be required here.
 - New Stones will not match old stones 100%.
 - New cap stones to match existing.
 - New Stones will not match old stones 100%.
 - **New stones shall be matched as close as possible. Owner shall choose from samples provided.**
 - Stones shall be tied to back up with dovetail anchors.
 - New back up wall shall be 6" x 8" x 16" block.
 - Block shall be reinforced with grout and rebar tied to the foundation

Concrete Footing – North - \$6,500

- Demolition of existing concrete footing and foundation
- Removal of all related debris.
- Excavator may be required with breaker.
- New foundation will be 10" x 3' x 30'
 - **It is recommended that an architect and/or engineer verifies dimensions to this foundation.**
 - New foundation shall be reinforced as usual.

Thirteen thousand five hundred (\$13,500)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party is said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

AUTHORIZED SIGNATURE

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

PROPOSAL

MODERN MASONRY

A Rodriguez Company

THE MIT OF MASONRY

PROPOSAL NO. 203-2022

PROPOSAL SUBMITTED TO: Eddie Garcia (Realty of Chicago)		DATE SUBMITTED: 3/17/22
PHONE NUMBER: (708 – 743 – 1275)	EMAIL: eddie@realtyofchicago.com	JOB NAME: Realty of Chicago
ADDRESS, CITY, STATE, ZIP: 6535 W Cermak Rd. Chicago Illinois		JOB LOCATION: Berwyn

We propose to furnish material and labor – complete in accordance with above specifications for the sum of:

Window Openings

- Open 3 windows – 7' x 5' - \$6,000
 - Tooth in windows along the sides
 - Add lintels above the openings
 - Brick to match existing
- Close Garage door - \$1,800
 - Tooth in along side of windows
 - Block on the inside
 - Block and brick to be provided
- Open 3 windows south elevation - \$3,200
 - 2- 16" H x 5'W
 - 1 – 16" H x 4'W
 - To match east elevation window height

Eleven thousand dollars (\$11,000)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party is said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

AUTHORIZED SIGNATURE

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CLIENT SIGNATURE _____

PRINT NAME _____

DATE OF ACCEPTANCE _____

PROPOSAL

MODERN MASONRY

A Rodriguez Company

THE ART OF MASONRY

PROPOSAL NO. 194-2021

PROPOSAL SUBMITTED TO: Eddie Garcia

DATE SUBMITTED:

October 4, 2021

PHONE NUMBER: 708 – 743 – 1275

EMAIL:

eddie@realtyofchicago.com

JOB NAME:

Berwyn

ADDRESS, CITY, STATE, ZIP:

6507 W Cermak Rd

Berwyn, Illinois

JOB LOCATION:

Berwyn

We propose to furnish material and labor – complete in accordance with above specifications for the sum of:
New Front at Garage Entrance - \$14,000

- Shoring
 - System shoring shall be installed to hold up wood joist prior to beginning any demolition.
- Demolition
 - Demolition the entirety of wall
 - All courses removed
 - ***Removing all courses is much simpler and cost effective than cutting and tothing in brick considering the amount of piers. Aesthetically this would also be a better look since the existing brick in this part of the building also looks to be shelled and in poor shape. Oxide jacking has also occurred at the lintel over the door. The brick above have been displaced because of it. Water intrusion is more easily avoided when a new wall is constructed as well.***
 - Dumpster on site shall be used for removal of debris.
 - Bob cat will be used for removal of debris.
- New Wall
 - 8" Block to be used as back up – like existing
 - 4" brick to be used in the front – to match existing or alternate not to match (contrast look with rest of building)
 - Brick design can be changed to owners desire. The opportunities are endless with design.
 - No door installation included.
 - No sign included.
 - I beam with steel welded plate on the underside is to be installed. Base Plates shall anchor to block and welded to I beam.

Fourteen thousand dollars (\$14,000)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party is said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

AUTHORIZED SIGNATURE

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CLIENT SIGNATURE

Proposal No. 000-2019 | Modern Masonry

Leyva Construction Co.

Invoice



Date: 9/11/22
 Invoice #: 709
 Customer ID:
 Purchase Order #
 Payment Due by: 9/11/2022

Bill To:

Realty of Chicago
 6535 Cermak Rd
 Berwyn, IL 60402

Job Location (s):

6507 W Cermak Rd
 Berwyn, IL 60503

Description	Line Total
Building brick paint	\$ 10,000.00
Limestone piece by piece	\$ 5,000.00
Last invoice for 1st period of machine 6/02/22- 6/30/22	\$ 2,916.30
Power wash	\$ 800.00
Paint for main color	\$ 2,438.65
Color sample expenses	\$ 350.00

Special Notes and Instructions

Note

More paint to be purchased in the next days and another cycle of the machine will be due in 10 days approx \$2,916.30

Total	\$21,504.95
Paid	\$ 10,000.00
This invoice	\$ 5,000.00
Balance	\$ 6,504.95
Total	\$ 5,000.00

Make all checks payable to Leyva Construction Co.

Thank you for your business!

If you have any questions regarding this invoice, please contact Tomas Leyva, TEL-708 275 0780

Address: 535 N Michigan Ave. #2208, Chicago IL 60611

TEL-708 275 0780, Email: leyvaconstructioncompany@gmail.com, Web: Leyvaconstructionco.com

ESTIMATE

From: **REM DESIGN**
 5443 W SUNNYSIDE
 CHICAGO, IL 60630

To:
 Eduardo Garcia
 Address: 6535 Cermak Rd, Berwyn, IL 60402

Tel #

Invoice For:

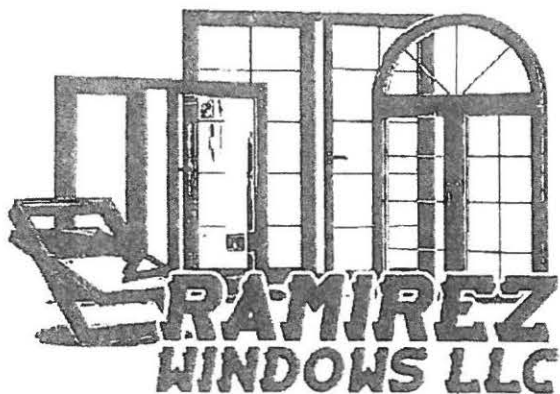
**NEW OFFICE BUILD OUT,
 WITH 3RD FLOOR
 APARTMENT REMODELING**
 6507 W 22nd St

Invoice ID

DESCRIPTION	REMARK		AMOUNT
		\$2,500.00	
1. Retainer upon execution of agreement			
2. Document existing conditions & develop preliminary floor plans and proposed demolition plan.	TOTAL FEE		\$15,000.00
3. Construction Documents and Permit Drawings: ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING			
ESTIMATED TIME TO COMPLETE 1ST DRAFT	1 WEEK		
ESTIMATED TIME TO COMPLETE PERMIT PLANS AFTER DRAFT APPROVAL	3 WEEKS		
PLAT OF SURVEY, GRADING PLANS, CITY FEES, ZONING VARIANCES NOT INCLUDED IN THIS FEE			
		SUBTOTAL	
		UPON PERMIT ISSUE	
		AMOUNT DUE	\$15,000.00

Notes

REM.DESIGN
 5443 W SUNNYSIDE
 CHICAGO, IL 60630



CASH SALES CONTRACT

WINDOWS & DOORS
(312) 661-6947

RAMIREZ WINDOWS LLC Agrees to furnish all labor and materials required to do the contracted work and improvements on premises located at the address noted below, subject to the terms and conditions specified herein.

Owner's Name Eduardo Garcia
Address 6507 Cermak Rd
City Berwyn State IL Zip 60402
Day Phone 708 743 1275 Evening Phone _____

RAMIREZ WINDOWS LLC agrees to furnish the following labor, materials, improvements, and/or other services qualified below:

the Company Ramirez Windows LLC is responsible for the installation of 65 windows of aluminum material in black with Colonial grids in black, for the client and address already mentioned above. Windows from the Company Climateguard. Waiting time required by factory of the six or eight weeks, Ramirez Windows LLC is also responsible for the garbage obtained during the work

Owner agrees to pay RAMIREZ WINDOWS LLC for all labor, materials, and services furnished to Owner under the terms of this contract.

TOTAL COST OF CONTRACT	\$ <u>32,690.00</u>
DEPOSIT TENDERED	\$ _____
BALANCE DUE UPON COMPLETION	\$ _____

Terms and Conditions:

- (1) Contractor shall not be liable for delays caused by weather conditions, strikes, delays in obtaining goods, or any other cause beyond its control.
- (2) The details specified in this contract contain the entire understanding and agreement between the parties. No verbal agreements or changes will be recognized.
- (3) The Contractor will execute this contract by promptly processing and expediting work schedules so that the necessary arrangements are made for timely completion of the work to be performed under the terms of this contract at the earliest possible date. In consideration of this, the Owner agrees that this contract is binding and non-cancelable 72 hours following the date of execution. If, for any reason, the Owner shall attempt to cancel this contract, Owner agrees to pay Contractor one-third (1/3) of the full contract price as liquidated damages to Contractor for said unauthorized cancellation.
- (4) In the event the Owner fails to make payments as required herein, then from the date due until paid in full, the delinquent payment shall bear interest of two percent (2%) per month or part thereof. In addition, should it become necessary for the Contractor to consult an attorney or take legal action to collect payments, the Owner shall pay all reasonable attorney's fees and other costs incurred by the Contractor herewith.

Owner _____ Date _____
Owner _____ Date _____
Accepted by [Signature] for RAMIREZ WINDOWS LLC

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
08/20/2021	6507 Berwyn

Vendor
Summit Masonry LLC 1731 N Humboldt Blvd Chicago, IL 60647

PAID

Bill Due	08/30/2021
Terms	
Memo	Tuck point for 6507 Berwyn

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Tuck point for 6507 Berwyn	2,000.00		10.2 - 6507 Cermak OFFICE

Expense Total : 2,000.00

Bill Total : \$2,000.00

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
09/17/2021	

Vendor
Summit Masonry LLC 1731 N Humboldt Blvd Chicago, IL 60647

PAID

Bill Due	09/27/2021
Terms	
Memo	Tuck point for 6507 Berwyn

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Tuck point for 6507 Berwyn	5,000.00		10.2 - 6507 Cermak OFFICE

Expense Total : 5,000.00

Bill Total : \$5,000.00

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
09/24/2021	

Vendor
Summit Masonry LLC 1731 N Humboldt Blvd Chicago, IL 60647

PAID

Bill Due	10/04/2021
Terms	
Memo	Tuck point for 6507 Berwyn

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Tuck point for 6507 Berwyn	3,000.00		10.2 - 6507 Cermak OFFICE

Expense Total : 3,000.00

Bill Total : \$3,000.00

Bill

Realty of Chicago
 6619 W Cermak Rd
 IL 60402

Date	Ref. No.
10/01/2021	

Vendor
Summit Masonry LLC 1731 N Humboldt Blvd Chicago, IL 60647

Bill Due	10/11/2021
Terms	
Memo	Tuck point for 6507 Berwyn

PAID

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Tuck point for 6507 Berwyn	3,000.00		10.2 - 6507 Cermak OFFICE

Expense Total : 3,000.00

Bill Total : \$3,000.00

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
10/08/2021	Tuck point for 6507

Vendor
Summit Masonry LLC 1731 N Humboldt Blvd Chicago, IL 60647



Bill Due	10/18/2021
Terms	
Memo	Tuck point for 6507 Berwyn

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Tuck point for 6507 Berwyn	5,000.00		10.2 - 6507 Cermak OFFICE

Expense Total : 5,000.00

Bill Total : \$5,000.00

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
10/15/2021	

Vendor
Summit Masonry LLC 1731 N Humboldt Blvd Chicago, IL 60647

PAID

Bill Due	10/25/2021
Terms	
Memo	Tuck point for 6507 Berwyn

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Tuck point for 6507 Berwyn	3,000.00		10.2 - 6507 Cermak OFFICE

Expense Total : 3,000.00

Bill Total : \$3,000.00

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
10/25/2021	Final Payment

Vendor
Summit Masonry LLC 1731 N Humboldt Blvd Chicago, IL 60647



Bill Due	11/04/2021
Terms	
Memo	Final Payment - Tuck point for 6507 Berwyn

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	Final Payment - Tuck point for 6507 Berwyn	5,700.00		10.2 - 6507 Cermak OFFICE

Expense Total : 5,700.00

Bill Total : \$5,700.00

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
11/01/2021	6507

Vendor
Summit Masonry LLC 1731 N Humboldt Blvd Chicago, IL 60647

PAID

Bill Due	11/11/2021
Terms	
Memo	6507 Cermak

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	6507 Cermak	1,997.00		10.2 - 6507 Cermak OFFICE

Expense Total : 1,997.00

Bill Total : \$1,997.00

Bill

Realty of Chicago
6619 W Cermak Rd
IL 60402

Date	Ref. No.
11/19/2021	

Vendor
Summit Masonry LLC 1731 N Humboldt Blvd Chicago, IL 60647

PAID

Bill Due	11/29/2021
Terms	
Memo	6507 Cermak

Expenses

Account	Memo	Amount	Customer:Job	Class
Outside Services	6507 Cermak	6,700.00		10.2 - 6507 Cermak OFFICE

Expense Total : 6,700.00

Bill Total : \$6,700.00



Chicago Glass Company of Illinois
 1950 Ruby Street
 Melrose Park, IL US
 (708) 800-7120
 service@chicagoglasscompany.com
 www.chicagoglasscompany.com

Estimate 2500

ADDRESS

Eddie Garcia
 Reality Of Chicago (R.O.C)
 22nd St (new office)
 Berywn, IL

DATE
 12/14/2021

TOTAL
 \$80,400.00

EXPIRATION
 DATE
 12/21/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Single all glass door Top Producer Wing Entrance to conference "all glass look" With glass clear sidelite floor to ceiling 9 ft high Top and bottom pivot heavy glass Low profile track finish tbd Custom handle 3/8 clear glass (logo available-patterns printing available/ 1/2 glass low-iron available) Self closing (top concealed closer available) Finished tbd (chrome, brass, brushed nickel, matte black available)	7	4,200.00	29,400.00
	Aluminum Storefront Door Terrace Door With High Traffic Threshold Black finish with Black surface mounted grids (interior mounted, interior surface grids also available) 10 inch bottom Koch plate Hardware color tbd (silver, brass, black) 2nd floor location overlooking balcony	2	6,000.00	12,000.00
	Storefront Aluminum Installation Fabricate new thermally broken black finish 2 x 4 1/2 center glaze (new flush glazed also available) 3 x 6 approx size All glass to be low-e energy efficient clear tempered insulated safety glass (highly efficient) Sealed with sprayfoam low consecrated /commercial grade sealant color to match Installed complete New 10 year warranty on seal failure on all insulated glass 2nd floor location Add 4k for large fixed window /9k bifolding opening by others	6	6,500.00	39,000.00

We thank you for your business!

Save 10% on your next custom glass project!

6507 w. Cermack
Eddie Garcia
Reality of Chicago
Storefront Reno/All Glass Offices Top Producer Wing

TOTAL

\$80,400.00

THANK YOU.

PAYMENT TERMS

Signed contract/payment upon completion

TIME FRAME

Lead Time: quick

Install Time:also quicker

Accepted By

Accepted Date

We thank you for your business!

Save 10% on your next custom glass project!

CONVERT EXIST. FUNERAL HOME INTO A MIX USE SPACE INCLUDING REALTOR OFFICE AND RESIDENTIAL APARTMENT ABOVE

PROJECT DATA:

LOT AREA	125 x 148.74 = 18,592.50 FT ²
ZONING	G-2 Traditional Mixed-Use District
ADJACENCY	MIXED USE @ R-1
CONSTRUCTION TYPE	TYPE III-B

S.D. TYPE III-B:

- MAX HEIGHT 55' 0"
- MAX STORES 3
- ALLOWABLE FLOOR AREA: 19,000 SQ FT
- REQUIRED SEPARATION OF OCCUPANCIES: 5 @ TO R-1+H+HS+ZUR

PROJ. DETAIL SUMMARY:

HEIGHT EXISTING	STORIES EXISTING
TOTAL FLOOR AREA	12,838 SQ FT
COMMERCIAL TYPE III-B	1,837 SQ FT
RESIDENTIAL TYPE III-B	14,001 SQ FT
TOTAL:	15,838 SQ FT

BUILDING DIMENSIONS:

174' x 50'
(3) THREE STORES
HEIGHT: 37' 0"
FOOTPRINT: 6,033 SQ FT

GROUND FLOOR AREA:

GRADE FIRST FL.	9,033 SQ FT
SECOND FL.	3,795 SQ FT
THIRD FL.	1,810 SQ FT
TOTAL GROUND AREA:	14,638 SQ FT

TABLE 128.2-2.1 STREET PARKING REQUIREMENTS

PROJ. NO. 2024-001 (5) STAFF GROSS FLOOR AREA: 1,500 RATIO

STALLS: 25

EXIST. SIDE PARKING:

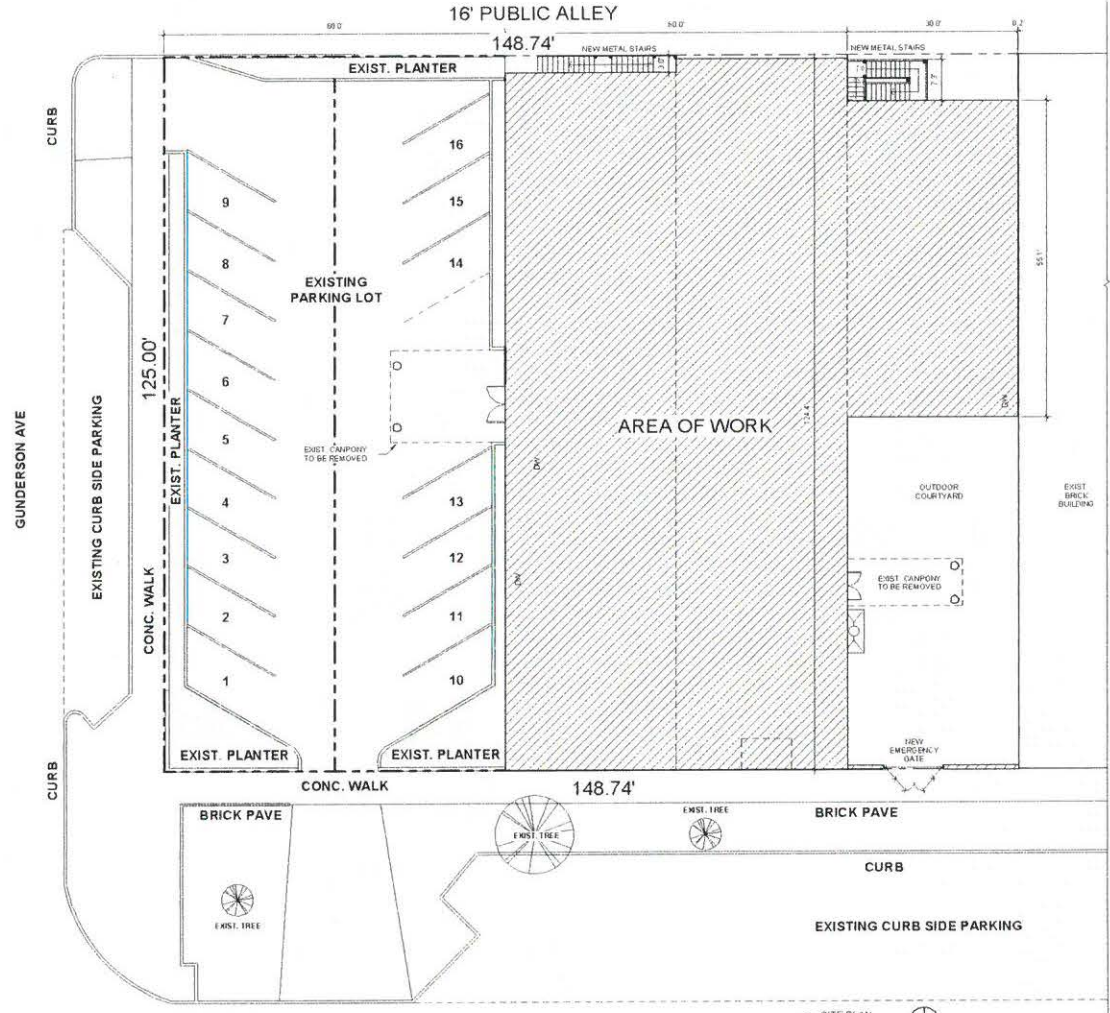
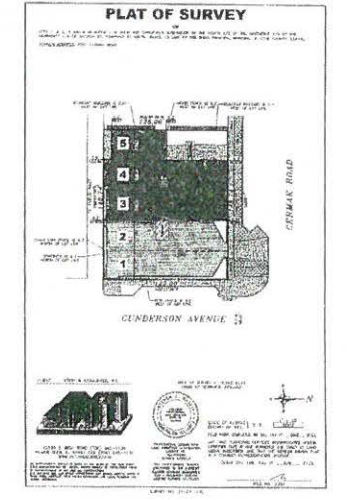
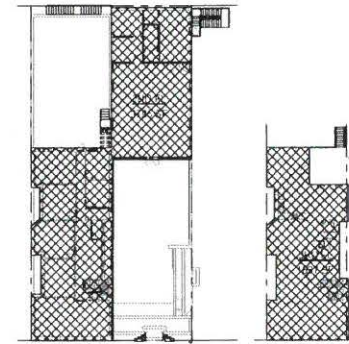
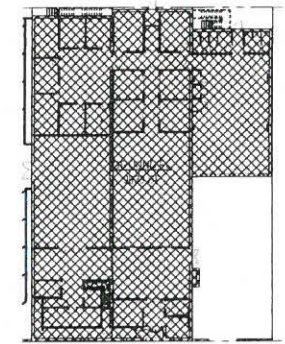
16' FULL

APPLICABLE CODES:

- INTERNATIONAL BUILDING CODE 2012
- INTERNATIONAL RESIDENTIAL CODE 2012
- INTERNATIONAL FIRE MARSHAL CODE 2012
- NATIONAL FIRE PROTECTION ASSOCIATION CODE 2011 WITH LOCAL AMENDMENTS

ZONING DATA:

GC-2



ABD & ASSOCIATES LTD

PROFESSIONAL ENGINEERING AND ARCHITECTURE

2870 S. BARKWOOD AVE., COOK COUNTY, ILLINOIS

PH: 708.328.2988 FAX: 708.328.1825

CONVERT EXIST. FUNERAL HOME INTO A MIX USE SPACE INCLUDING REALTOR OFFICE AND RESIDENTIAL APARTMENT ABOVE

6507 Cermak Rd & Gundersen Ave, Berwyn, IL 60402

STATE OF ILLINOIS

JEFFREY W. BROWN

PROFESSIONAL ENGINEER

EXP. 12/31/22

DATE: Issue Date

PROJECT:

SHEET NO.:

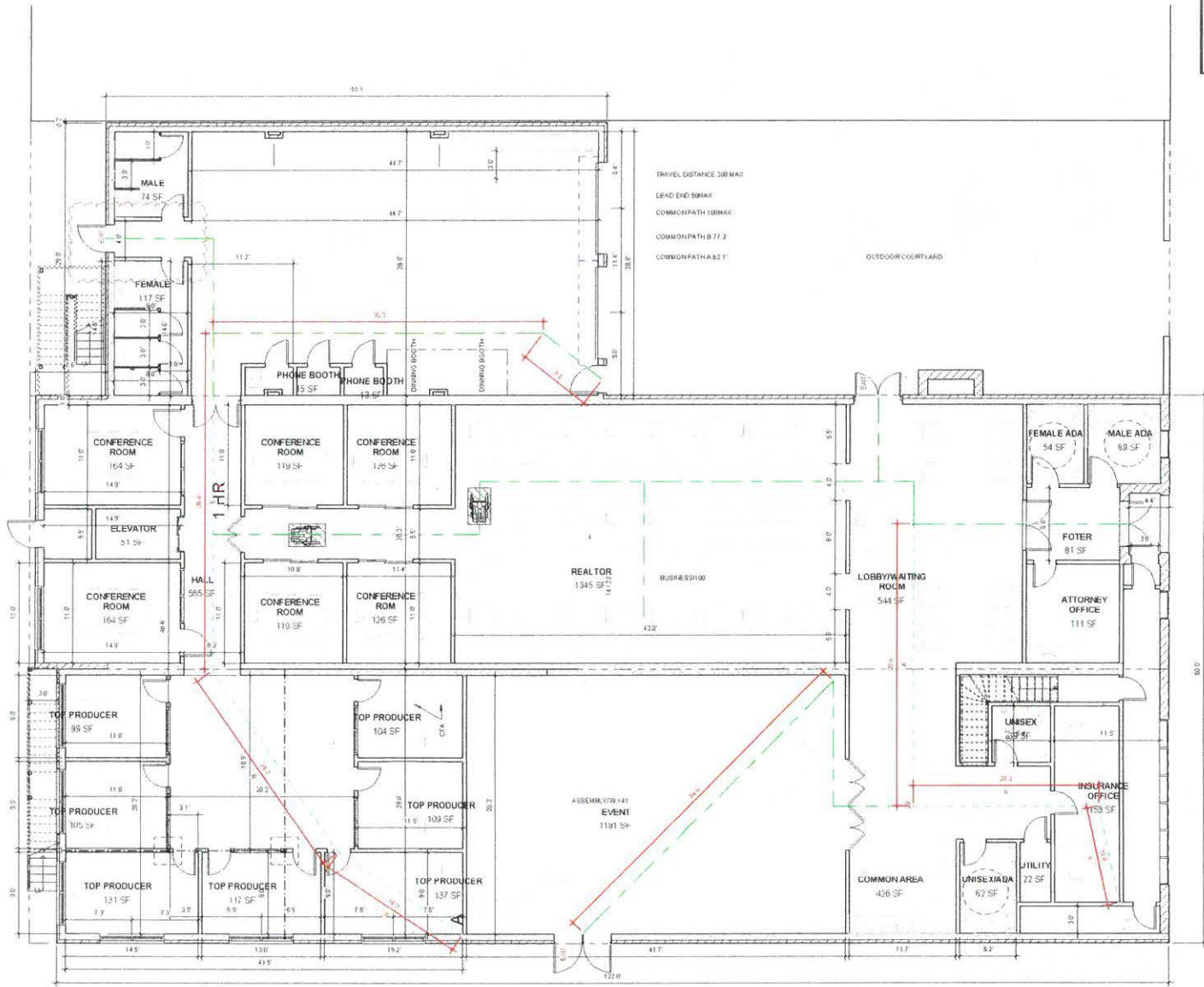
A100

COPYRIGHT ABD & ASSOCIATES

COVER PAGE

PROGRESS REVIEW SHEET

PROGRESS REVIEW SET



TRAVEL DISTANCE 300 MAX
LEAD END 50 MAX
COMMON PATH 100 MAX
COMMON PATH B 77.2
COMMON PATH A 62.1

OUTDOOR COURTYARD

GROUND FLOOR ONLY
3/16" = 1'-0"

PROPOSED PLAN



CONVERT EXIST. FUNERAL HOME INTO A MIX USE
SPACE INCLUDING REALTOR OFFICE AND
RESIDENTIAL APARTMENT ABOVE
6507 Cermak Rd & Gundetson Ave., Berwyn, IL 60402



DATE: Issue Date
PROJECT: 1

DRAWN BY: [Blank]

PROJECT NO: [Blank]

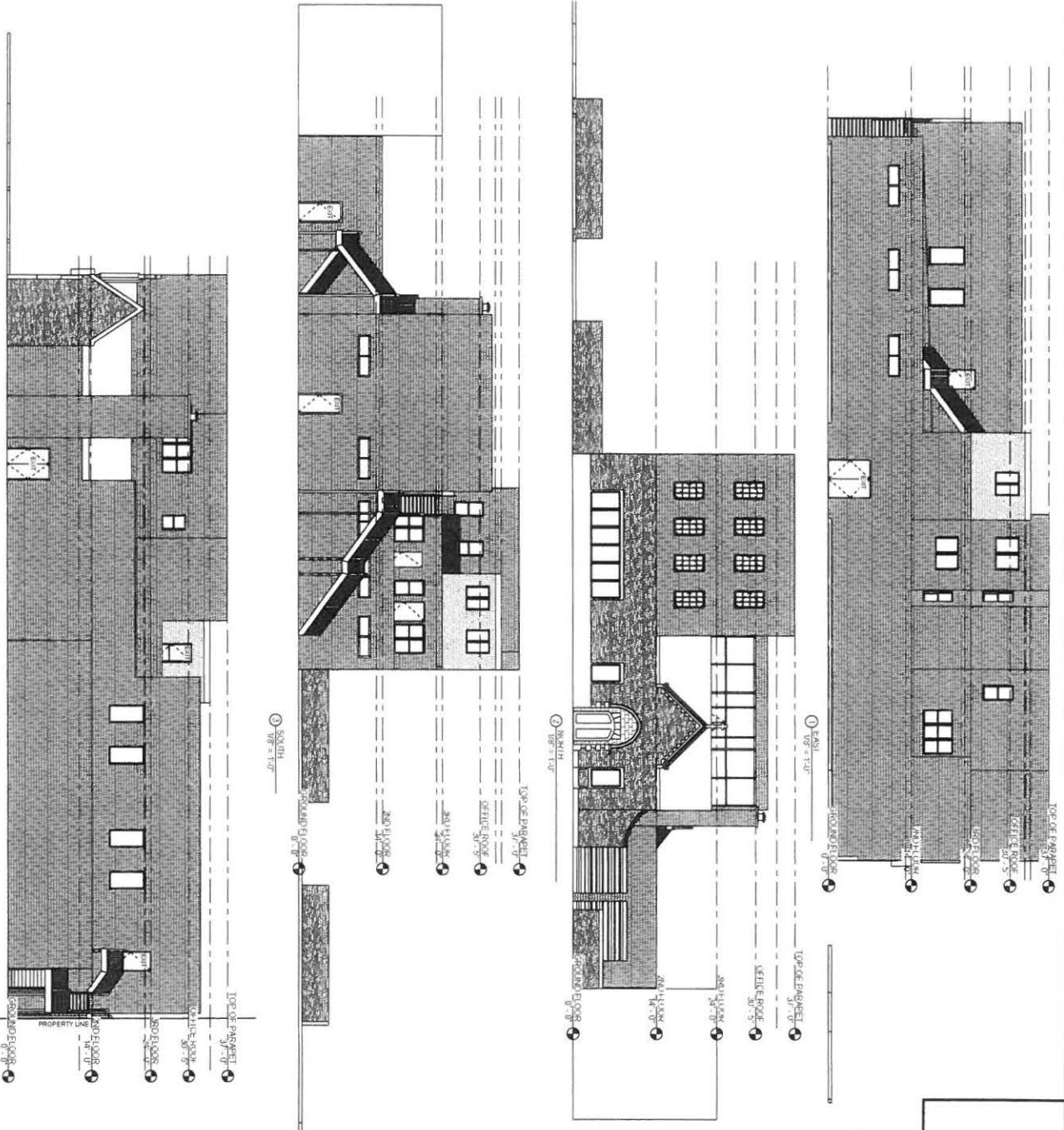
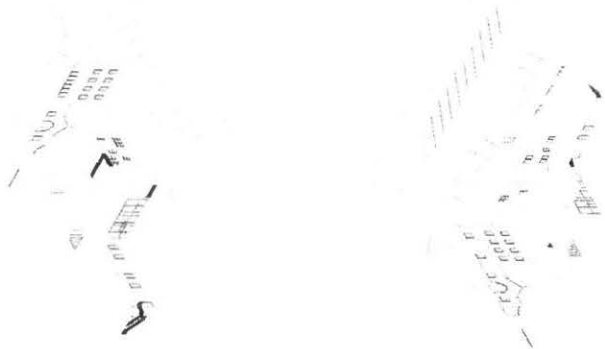
A101

COPYRIGHT ABD & ASSOCIATES

PROGRESS REVIEW SET

ISO VIEW 2
1/8" = 1'-0"

ISO VIEW 1
1/8" = 1'-0"



ELEVATIONS

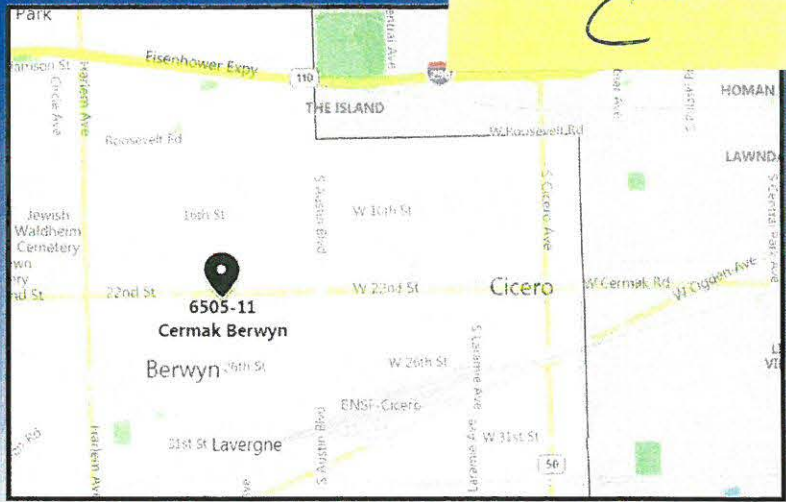
COPYRIGHT ABD & ASSOCIATES
DATE: _____
PROJECT: _____
ISSUE DATE: _____
A201



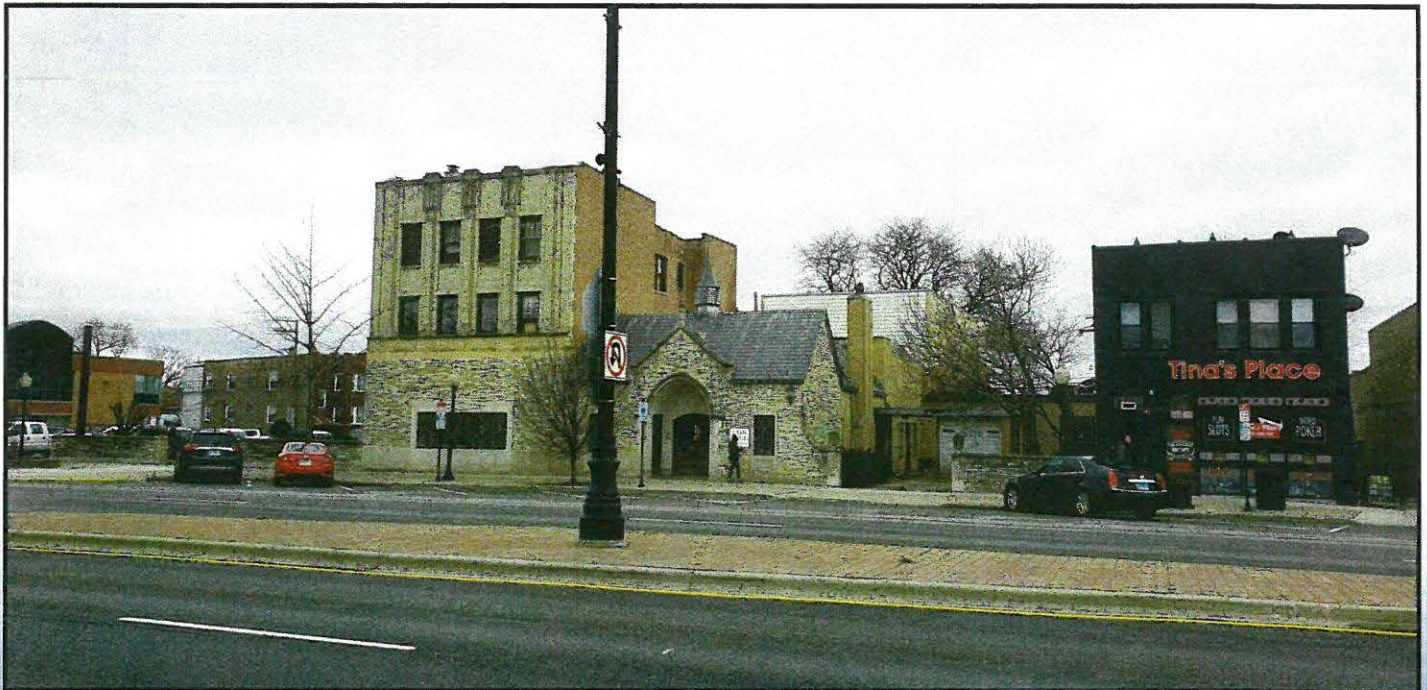
CONVERT EXIST. FUNERAL HOME INTO A MIX USE SPACE INCLUDING REALTOR OFFICE AND RESIDENTIAL APARTMENT ABOVE
6507 Cermak Rd & Gunderson Ave, Berwyn, IL 60402

ABD & ASSOCIATES, LTD
PROFESSIONAL DESIGN FIRM, INC. REGISTERED
OFFICE: 6507 CERMAK AVE., FLOOR CHICAGO, ILLINOIS
PHONE: 773-851-3454 FAX: 773-854-9256

**6505-11 Cermak Rd
Berwyn, IL 60402**



Appraisal Report



The Gorman Group, Ltd

1200 West 175th Street
East Hazel Crest, Illinois 60429
www.gormangrp.com

Summary.....2
 Property Identification.....2
 Client/Intended User(s).....2
 Other Intended Users.....2
 Existing Use.....2
 Opinion of Market Value2
 Date of Valuation2

Compliance Items.....3
 Intended Use.....4
 Documentation Type4
 Type of Opinion.....4
 Interest Valued4
 Documents Provided4
 Personal Property Statement4
 Approaches Utilized5
 Special Notes, Extraordinary Assumptions and Hypothetical
 Conditions5

Property6
 Sales History.....7
 Property Description7
 Highest And Best Use.....9

Valuation Analysis.....10
 Direct Comparison Analysis11

Regulatory Items19
 Definition of Market Value20
 Exposure Time Conclusion.....21
 Scope of Work.....22
 Competency Statement24
 FIRREA Statement24
 Assumptions and Limiting Conditions25
 Certification of Appraisal.....30

ADDENDA

Zoning Allowed Uses
 Qualifications of Appraiser

Subject: 6505-11 Cermak
Berwyn, IL 60402

PIN No: 16-30-205-004, 005, 006, & 007
(actual property identification)

Client(s): Mr. David Hulseberg
Berwyn Development Corporation
3322 S Oak Park Avenue
Berwyn IL 60402

Other Intended Users: None

Existing Use: Masonry building – to be razed

Site Size: 148.74 feet (along Cermak) by 125 feet
(along Gunderson Ave) - per public
records, no survey provided.

Opinion of Market Value(s): \$410,000.00 (less the cost to raze the
building. The cost to raze this building
could be very high because it is of the
vintage that contains significant asbestos.)

Date of Valuation: March 20, 2020

Date of Inspection: March 20, 2020

Date of Report: March 23, 2020

Compliance Items

Client/Intended User(s): The report is prepared for the exclusive use of the client.

Intended Use: To assist the client for internal decision making purposes.

Documentation Type: Appraisal Report

Type of Opinion: Market Value

Interest Valued: Fee Simple Title, subject to the assumptions and limiting conditions contained herein.

Documents Provided: We were provided with the following documents during the course of this assignment:

	1	Sales Contract
	2	Listing Agreement
	3	Survey
	4	Lease
	5	Income and Expense for the previous two years
	6	Rent Roll
	7	Real Estate Tax Bills
	8	Other – See Below
x	9	None of the Above

Personal Property: We have appraised the real estate only and no consideration has been given to any personal property or trade fixtures.

Approaches Used in the Valuation

The valuation approaches utilized in the analysis of real estate typically examine available market data from three viewpoints: a cost analysis, an income analysis and/or via a direct comparison (market approach) of the property’s physical characteristics. The property itself and the market participants typically set the parameters as to which analysis is most pertinent or meaningful. More information relating to the scope of work can be found further on in the report.

The market indicates the following approaches are or are not meaningful for this particular assignment.		
Analysis	Not Meaningful	Meaningful
Cost		x
Income	x	
Direct		x

The subject consists of a multi-story building in very poor condition with a paved parking lot. Purchasers of this type of property do not consider either a cost analysis or an income analysis. A direct comparison analysis was developed.

Special Notes, Extraordinary Assumptions and Hypothetical Conditions

This section is devoted to issues that deserve special note and/or may impact the value of the subject property. These are items that are not typical of the market in general. All or any of the more standard limiting conditions would likely impact our valuation conclusions as well. These are property specific and are particularly noted.

None

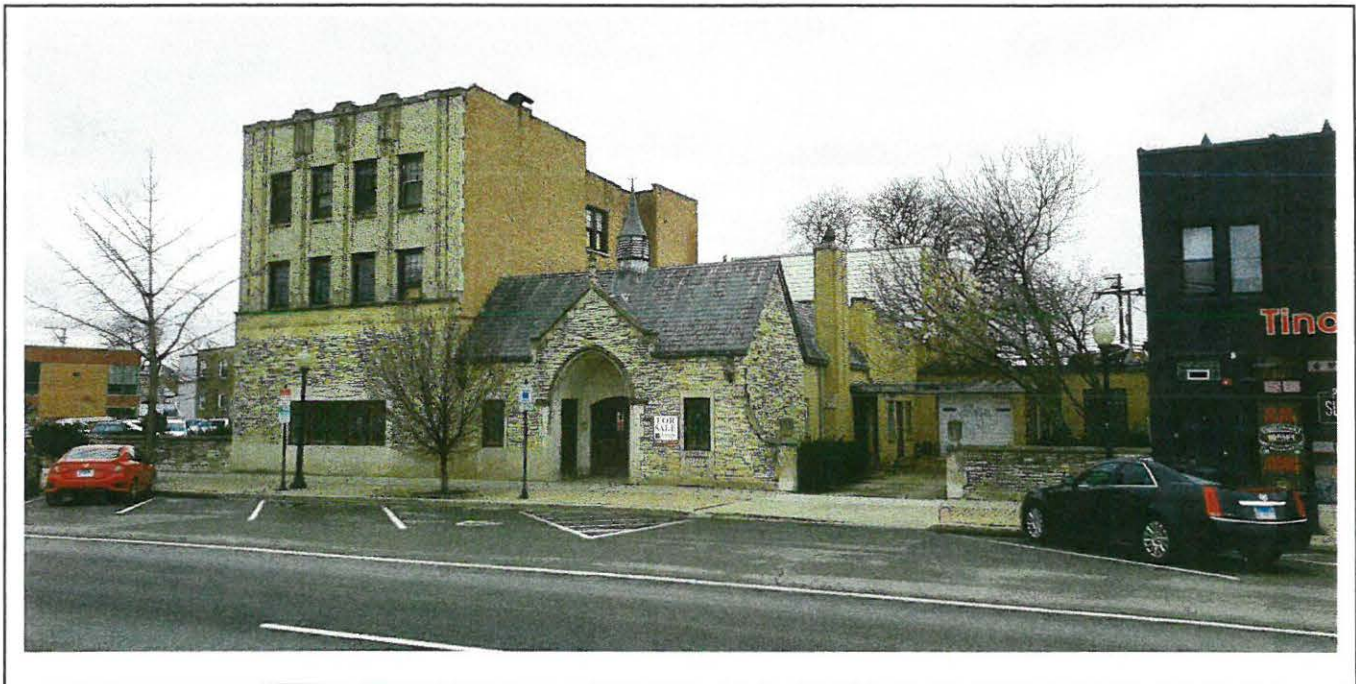
Property

Sales History:

There is no evidence of any sale of the property within the past three years. The MLS reports the property is for sale at \$1,199,000.00. It has been on the market since April 2018. It was last sold in August 2016 for 270,000.00.

Property Description**CITY:** Berwyn**COUNTY:** Cook**STATE:** Illinois**General:**

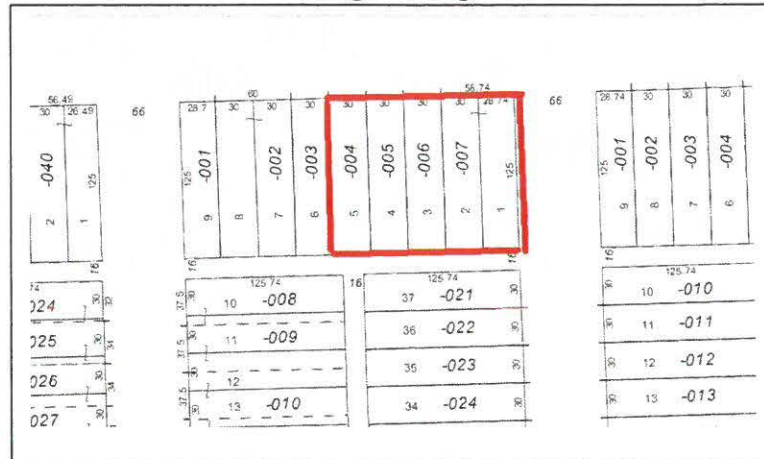
The subject property consists of an approximately 13,000± square foot, 1930's vintage dilapidated masonry building. The building is of varying heights from one to three stories.



The building interior is reportedly in very poor condition with floors missing in some parts and debris in most others. I was unable to gain access to the interior.

Site Size:

The subject consists of a rectangular shaped parcel of land containing 18,591± square feet (per public records, no survey provided). The site has 148.74 feet of frontage along Cermak Rd.



Alley(s):

Yes

Access:

Excellent

Parking:

On-site parking for approximately 15-20 cars.

Topography:

Flat — generally at street grade

Easements:

Typical Utility

Streets:

Cermak Road is a four-lane major thoroughfare at this point with turning lanes and good diagonal parking.

Curbs/Sidewalks:

Concrete sidewalks and curbs

Utilities:

All utilities are present at the site.

Traffic Count:

28,000

Zoning:

According to the Berwyn Zoning Map dated August 28, 2017, the subject is zoned C-2, Traditional Mixed Use District.

Flood Hazard Area:

The subject is in a Code X according to FEMA panel #17031C485J dated August 19, 2008.

Highest and Best Use:

Highest and Best use is defined by the Appraisal Terminology and Handbook, published by the American Institute of Real Estate Appraisers, as "the most profitable likely use to which a property can be put." The opinion of such use may be based on the highest and most profitable continuous use to which the property is adapted and needed, or likely to be in demand, in the reasonably near future.

The criteria for ascertaining the Highest and Best Use of a property are:

1. The use must be physically possible.
2. The use must be legally permissible.
3. The use must be financially feasible.
4. The use must be maximally productive.

It should be noted the highest and best use of a property can be transitory, that is, highest and best uses of properties can change over time and what is the highest and best use today may not be the highest and best use tomorrow.

Physically possible – The site contains 18,591± square feet. The site has two curb cuts (one on Cermak and one on Gunderson) allowing for very good ingress and egress.

Legally permissible – The property is zoned by Berwyn as C-2: a traditional commercial zoning. A listing of allowable uses is contained in the addenda.

Financially feasible – The flexibility allowed by the zoning would allow for development with a wide variety of uses. The ultimate development would depend on the potential user and many of the potential development scenarios that could be financially feasible.

Conclusion: We have concluded that the Highest and Best Use of the subject is to hold for future development when the market permits.

Valuation Analysis

Market Data

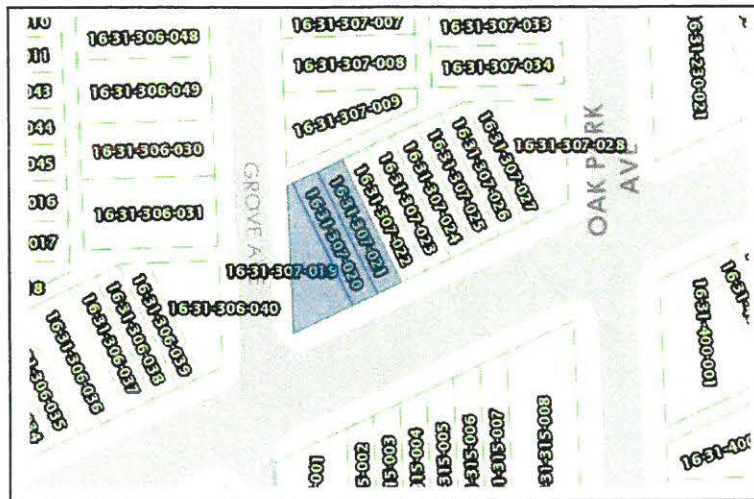
To develop an opinion of the present market value, we have looked at sales of other properties in the area. Some of the sales considered and a summary analysis follow. The data provided is not offered as independent evidence of the value of the subject property, but rather as some of the transactions we have taken into consideration in developing an opinion of value.

SALE 1

Location: 6825 Ogden
Berwyn

Sales Price: \$203,000.00

Date of Sale: May 22, 2019



Land Size: .24 acres

Price/Sq. Ft.: \$19.42

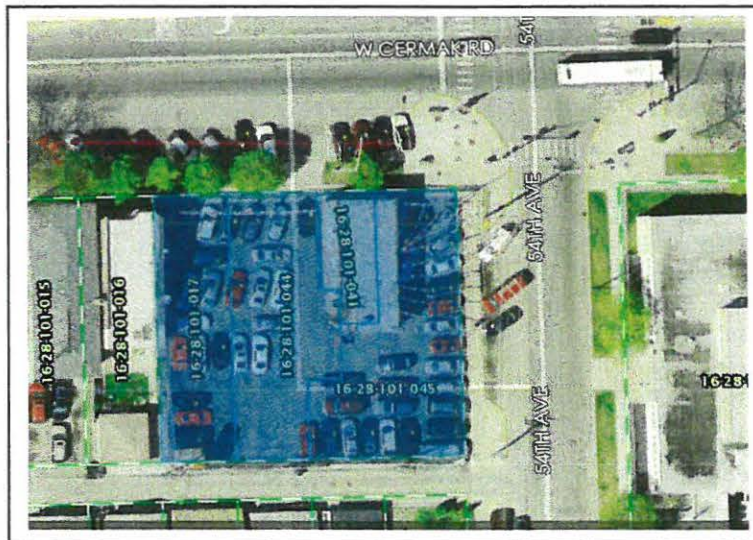
Comments: This is the sale of a used car lot. It has a traffic count of 27,800 vehicles per day.

SALE 2

Location: 5401 W Cermak
Cicero

Sales Price: \$300,000.00

Date of Sale: December 12, 2018



Land Size: .307 acres

Price/Sq. Ft.: \$22.43

Comments: This is the sale of a used car lot. It has a traffic count of 30,600 vehicles per day.

SALE 3

Location: 2820 S Cicero
Cicero

Sales Price: \$300,000.00

Date of Sale: September 5, 2018



Land Size: .59 acres

Price/Sq. Ft.: \$11.67

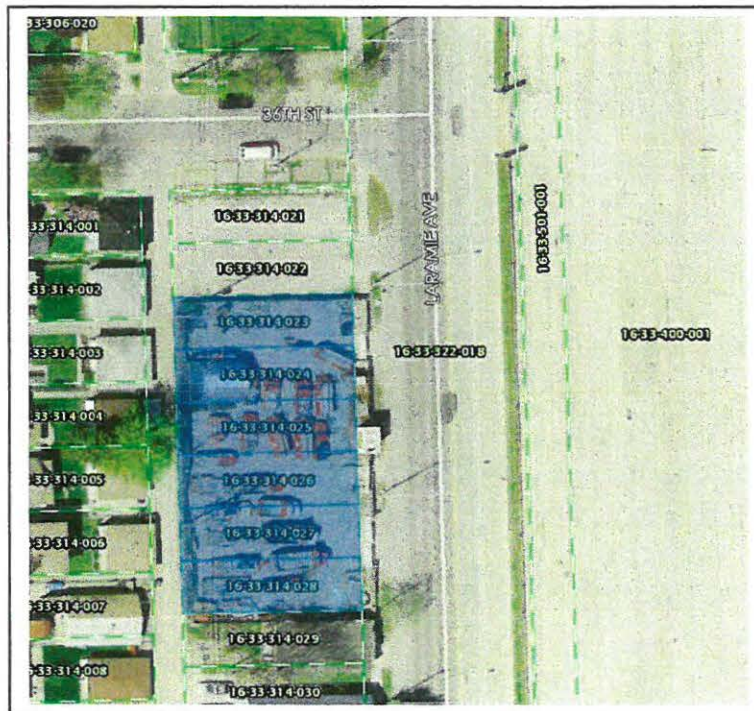
Comments: This is the sale of vacant land. It has a traffic count of 45,600 vehicles per day.

SALE 4

Location: 3604 S Laramie
Cicero

Sales Price: \$125,000.00

Date of Sale: September 1, 2017



Land Size: .285 acres

Price/Sq. Ft.: \$10.07

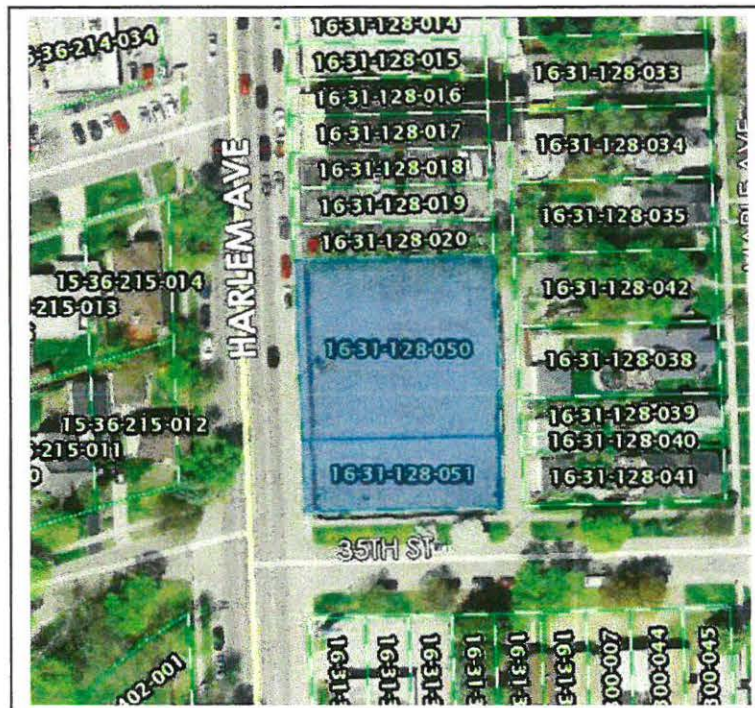
Comments: This is the sale of a contractor's yard across from Hawthorne Race Track. It has a traffic count of 19,100 vehicles per day.

SALE 5

Location: 3441 S Harlem
Berwyn

Sales Price: \$300,000.00

Date of Sale: February 14, 2019

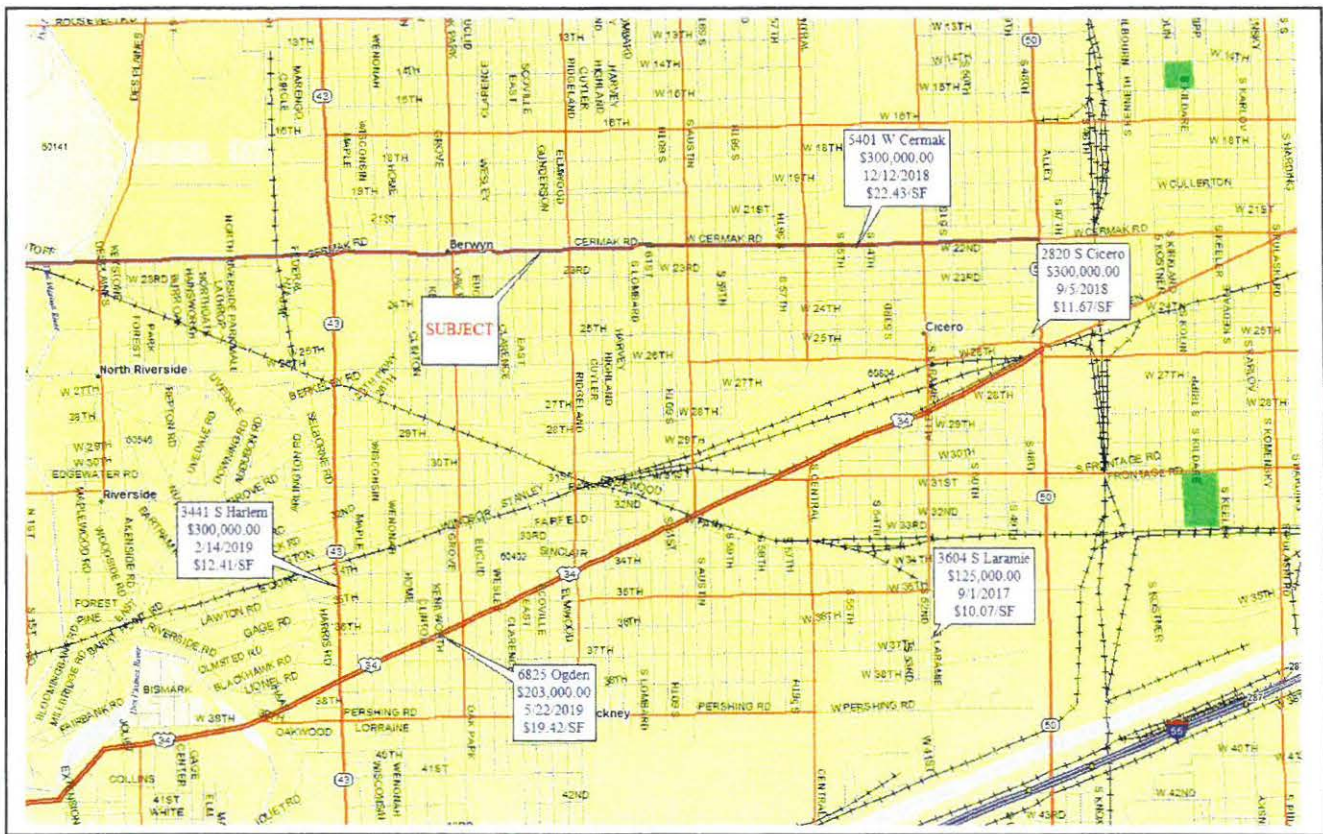


Land Size: .56 acres

Price/Sq. Ft.: \$12.41

Comments: This is the sale of a vacant site on Harlem. It has a traffic count of 26,000 vehicles per day.

Conclusions



	Location	Price	Date	Size (Acres)	\$/SF
1	6825 Ogden	\$ 203,000.00	May-19	0.240	\$ 19.42
2	5401 W Cermak	\$ 300,000.00	Dec-18	0.307	\$ 22.43
3	2820 S Cicero	\$ 300,000.00	Sep-18	0.590	\$ 11.67
4	3604 S Laramie	\$ 125,000.00	Sep-17	0.285	\$ 10.07
5	3441 S Harlem	\$ 300,000.00	Feb-19	0.555	\$ 12.41

There are few sales of land in Berwyn – primarily because it is an older community and entirely built up.

The sales present a range from about \$10.00 to \$22.50 per square foot with the sale on Cermak being the highest. The subject's size is a positive factor in its marketability. Being a corner location in a very strong

business district suggests the site will bring a premium price. On the other hand, the fact the building will need to be razed (it is not economically feasible to restore it) will negatively impact the ultimate sales price. We were not given the cost to raze the building and are not qualified to provide such an estimate. It is, however very likely to be a substantial amount.

After considering the site size and other factors that affect value, I have concluded the market data suggests a value of \$410,000.00, or about \$22.00 per square foot (after the building has been razed).

MARKET VALUE
FOUR HUNDRED TEN THOUSAND DOLLARS
(\$410,000.00)

Regulatory Items

Definition of Market Value*

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1. Buyer and seller are typically motivated; 2. Both parties are well informed or well advised, and each acting in what they consider their own best interests; 3. A reasonable time is allowed for exposure in the open market**; 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*From 12 CFR 323, Revised as of January 1, 1997 TITLE 12--BANKS AND BANKING, CHAPTER III--FEDERAL DEPOSIT INSURANCE CORPORATION, PART 323--APPRAISALS

**A reasonable time is estimated to be about 12 months. There is no statistical data available to support (or contend) this estimate. It is made on the basis of our observations of the market

Historically, exposure time for a property like the subject has been about a year. In fact, the NCREIF (National Council of Real Estate Investment Fiduciaries) has long held that one year is appropriate:

The National Council of Real Estate Investment Fiduciaries published a "Clarification Statement of Market Value" in 1991. The statement includes the following:

"The market value of a property represents the best estimate of a transaction price in the current market." It continues: "As further clarification, NCREIF believes that it is reasonable under current market conditions, to assume up to one year to sell a property. Conversely, a marketing period of three years would typically not be appropriate under the market value definition. Further, market value does not assume a "liquidation sale" (forced sale) which would place undue emphasis on time and cash."

To the best I can tell, this statement is still in effect – The REIS (Real Estate Information Standards) Glossary (dated 2006) states "The REIS standards were created by joint agreement between NCREIF, PREA

(Pension Real Estate Association) and NAREIM (National Associate of Real Estate Investment Managers).”

The American Institute of Certified Public Accountants (AICPA) says:

Definitive Decision to Sell... The point in time when all of the criteria are met for an asset to be considered held for sale under SFAS 144. The criteria are as follows:

- a) Management, having the authority to approve the action, commits to a plan to sell the asset,
- b) The asset is available for immediate sale in its present condition subject only to terms that are usual and customary for sales of such assets,
- c) An active program to locate a buyer and other actions required to complete the plan to sell the asset have been initiated,
- d) **The sale of the asset is probable and transfer of the asset is expected to qualify for recognition as a completed sale within one year,**
- e) The asset is being actively marketed for sale at a price that is reasonable in relation to its current fair value, and
- f) Actions required to complete the plan indicate that it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn.

The Office of the Comptroller of the Currency in its OREO section 219 of the Comptrollers Handbooks reads, “Fair value is the cash price that might reasonably be anticipated in a current sale under all conditions requisite to a fair sale. A fair sale means that buyer and seller are each acting prudently, knowledgeably, and under no necessity to buy or sell, i.e., other than in a forced or liquidation sale. A current sale is one occurring **within 12 months.**”

It is our opinion, therefore, that for a seller to be considered typically motivated means that they have absolutely decided to dispose of the property.

Finally, a reasonable exposure/marketing time should not exceed approximately one year.

The intent of this discussion is to set forth clearly my interpretation of the definition of Market Value in relation to the subject property under today’s market conditions.

Scope of Work: We have inspected and cataloged the salient attributes of the subject property based on our instructions. The property itself and the market participants typically set the parameters as to which one or more analysis is most pertinent or meaningful.

We considered the three standard methodologies for estimating value: a cost analysis, an income analysis and a direct comparison analysis (market approach).

Cost Analysis: A cost approach is a method of estimating the Market Value of a property based upon estimating its replacement cost and adjusting for accrued depreciation. Consideration is given to internal and external obsolescence factors. A cost analysis is most meaningful when the property is newer. It is also important when the property is relatively unique. When dealing with older properties a cost analysis is less relevant – particularly when there is significant functional or economic obsolescence. For special use properties it is often the only available methodology.

Income Analysis: An income analysis is a method of estimating the Market Value of a property based upon its income producing capabilities over its estimated remaining economic life, with consideration given to current investment requirements. An income analysis is most meaningful when the property is an investment type. Properties like shopping centers, larger apartment complexes and others purchased explicitly for their income producing capabilities generally lead to a satisfying income analysis. However, there are many small properties that are rented where purchasers look at the income producing capabilities of the property. These “mom and pop” investments are typically not conducive to a satisfying Income Approach. They are primarily purchased by unsophisticated investors. Also, a wide divergence of lessor/lessee arrangements makes it difficult to extract or determine overall capitalization rates. Furthermore, rentals are inconsistent, particularly since management is usually non-professional, and the lease origination, or basis, often includes lessor/lessee redecorating or concessions. Expenses are subject to a wide variance. In many of these “mom and pop” investments: the owner absorbs general management expenses - owners will often go out and shovel the snow, fix small plumbing problems, etc. Finally, there are small properties that are purchased with two or three income producing units...often times they are purchased by “users” who consider the income from the other unit(s) as a way of offsetting occupancy expenses while providing the owner with space to expand in the future.

Direct Comparison Analysis: A direct comparison analysis is a method of estimating the Market Value of a property based upon market activity,

offers and sales of similar properties in the area. Certain considerations are given to differences such as location, size, age etc., since no two properties are ever the same. The direct comparison analysis derives an estimate of value based upon the price per square foot of the building or other physical characteristics, with appropriate adjustments for normal facets of comparison. In effect, it "builds in" the economic rentals in its analysis, since there is a direct relationship between the market rental value and market value, per square foot. This is far more satisfying than an attempt to utilize "clouded" rate extractions with estimated net incomes, for capitalization purposes and/or gross rental multipliers for properties that contain a wide variety of landlord/tenant arrangements...it is also the most common methodology market participants recognize.

Research: Our investigations included research of public records through the use of commercial sources of data such as printed comparable data services, computerized databases, etc.

Search parameters such as dates of sales, leases, locations, sizes, types of properties and distances from the subject started with relatively narrow constraints and were expanded until we either retrieved data sufficient (in our opinion) to estimate market value, or until we concluded that we have reasonably exhausted the available pool of data. Researched sales data were viewed and, if found to be appropriate, efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At our discretion some data may be used without personal verification if, in our opinion, the data appears to be correct. In addition, we have considered any appropriate listings or properties found through observation during our data collection process. We are reporting only the data deemed to be pertinent to the valuation problem.

It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions.

We have analyzed the data found and have reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

We have completed the appraisal report in compliance with our interpretation of the Uniform Standards of Professional Appraisal

Practice as promulgated by The Appraisal Foundation and the Supplemental Standards of Professional Appraisal Practice and Code of Professional Ethics of the Appraisal Institute.

We are not responsible for ascertaining the existence of any toxic waste or other contamination present on or off the site. We have, however, reported any indications of toxic waste or contaminants that might have affected value — if they were readily apparent during our investigations. We caution the user of this report that we are not experts in such matters and that we could have overlooked contamination that might be readily apparent to others.

This report includes the information we have deemed to be relevant to the report given the specific report format utilized. Data and analyses not included in the report may be retained in our files. Information necessary to complete this assignment was obtained from an inspection of the property, documents provided by either the client and/or the occupant of the property, the local Multiple Listing Service, public tax records and proprietary information either owned by the Gorman Group Ltd., or purchased from outside sources.

Based upon our education, license levels and experience, we are qualified and competent to complete this assignment without further education.

This report is FIRREA compliant.

Assumptions and Limiting Conditions

- It is assumed that the construction and use of the appraised property, if improved, complies with all public authorities having jurisdiction, including but not limited to the National Environmental Protection Act and any other applicable federal, state, municipal, and local environmental impact or energy laws or regulations.
- The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
- It is assumed that the title to this property is good and marketable. No title search has been made, nor have we attempted to determine ownership of the property. The value opinion is given without regard to any questions of title, boundaries or encroachments. It is assumed that all assessments are paid. We assume the property to be free and clear of liens and encumbrances except as noted.
- The legal description, if included herein, should be verified by legal counsel before being relied upon or used in any conveyance or other document.
- We are not familiar with any engineering studies made to determine the bearing capacity of the land. Improvements in the area appear to be structurally sound. It is therefore assumed that soil and subsoil conditions are stable unless specifically outlined in this report.
- Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their

cartographic accuracy. Drawings are not intended to be exact in size, scale or detail.

- Areas and dimensions of the property may or may not have been physically measured. If data is furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, we assume it to be reasonably accurate. In the absence of current surveys, land and/or building areas may be based upon representations made by the owner's agents, the client, public records, or via scaling from aerial photographs. No attempt has been made to render an opinion or determine the status of easements that may exist. No responsibility is assumed for discrepancies which may become evident from a licensed survey of the property.
- Our value opinion involves only the real estate and all normal building equipment if any improvements are involved. No consideration was given to personal property, (or special equipment), unless stated.
- It is assumed that the property is subject to lawful, competent and informed ownership and management unless noted.
- Information in this report concerning market data was obtained from buyers, sellers, brokers, attorneys, trade publications or public records. To the extent possible, this information was examined for accuracy and is believed to be reliable. Dimensions, areas or data obtained from others is believed correct; however, no guarantee is made in that the appraiser did not personally measure same.
- Any information, in whatever form, furnished by others is believed to be reliable; however, no responsibility is assumed for accuracy.
- The physical condition of any improvements described herein was based on visual inspection only. Electrical, heating, cooling, plumbing, sewer and/or septic system, mechanical equipment and water supply were not specifically tested, but were assumed to be in good working order and adequate, unless otherwise specified. No liability is assumed for the soundness of structural members, since no engineering tests were made of same. The roof(s) of structures described herein are assumed to be in good repair unless otherwise noted. The existence of potentially hazardous

material used in the construction or maintenance of the building, such as urea formaldehyde foam insulation and/or asbestos insulation, which may or may not be present on the property, has not been considered. In addition, no deposits of toxic wastes, unless specifically mentioned herein, have been considered. The appraiser is not qualified to detect such substances and suggests the client seek an expert opinion, if desired.

- It is specifically noted that the appraiser(s) have not conducted tests to determine the presence of, or absence of Radon. We are not qualified to detect the presence of Radon gas, which requires special tests and therefore must suggest that if the buyer is suspect as to the presence of Radon or any other potentially hazardous substances, he or she should take steps to have proper testing done by qualified firms who have the equipment and expertise to determine the presence of this substance in the property.
- If the client has any concern regarding the structural, mechanical or protective components of the improvements described herein, or the adequacy or quality of sewer, water, or other utilities, it is suggested that independent contractors or experts in these disciplines be retained by said client, before relying upon this appraisal.
- Separate allocations between land and improvements, if applicable, represent our judgment only under the existing utilization of the property. A re-evaluation should be made if the improvements are removed or substantially altered, and the land utilized for another purpose.
- All information and comments concerning the location, neighborhood trends, construction quality and costs, loss in value from whatever cause, condition, rents, or any other data for the property appraised herein, represent the estimates and opinions of the appraiser formed after an examination and study of the property.
- Any valuation analysis of an income stream has been predicated upon financing conditions as specified herein, which we have reason to believe are currently available for this property. Financing terms and conditions other than those indicated may alter the final value conclusions.

- Expenses shown in the Income Approach, if used, are estimates only, and are based on past operating history if available, and are stabilized as generally typical over a reasonable time period. If we were not provided any income or expense information, we have estimated them based upon our experience in the market.
- The appraiser is not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously thereto. If the appraiser(s) is subpoenaed pursuant to court order, the client will be required to compensate said appraiser(s) for his time at his regular hourly rates, plus expenses.
- All opinions, as to values stated, are presented as the appraiser's considered opinion based on the information set forth in the report and his experience. We assume no responsibility for changes in market conditions or for the inability of the client or any other party to achieve their desired results based upon the appraised value. Further, some of the assumptions made can be subject to variation depending upon evolving events. We realize some assumptions may never occur and unanticipated events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those in our report.
- Appraisals made subject to satisfactory completion of construction, repairs, alterations, remodeling or rehabilitation, are contingent upon completion of such work in a timely manner using good quality materials and workmanship and in substantial conformity to plans or descriptions or attachments made hereto.
- It is agreed that the liability of the appraiser/consultant to the client is limited to the amount of the fee paid as liquidated damages. The appraiser/consultant responsibility/liability is limited to the client, and use of this appraisal by any other party is prohibited. Further, there is no accountability, obligation, or liability to any third party.
- A signatory of this appraisal is a State Licensed (Certified) appraiser. State and Federal Privacy Laws control the use and distribution of each appraisal report to protect any confidential information that might be contained therein. Therefore, except as herein provided, the party for whom this appraisal report was prepared may not distribute copies of this appraisal report. Nor

shall selected portions of this appraisal report be given to third parties without prior written consent of the signatories of this appraisal report.

- Neither all nor any part of this appraisal report shall be disseminated without the prior written consent of the signatories of this appraisal report.
- Acceptance of and payment for the report constitutes acceptance of all the provisions contained herein.

CERTIFICATION OF APPRAISAL


I certify that, to the best of my knowledge and belief:

1. This appraisal report has been prepared for the exclusive benefit of the client. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the preparer's written consent, does so at his own risk.
2. The statements of fact contained in this report are true and correct.
3. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
7. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of:

USPAP Uniform Standards of Professional Appraisal Practice, and
SPP-AI Code of Professional Ethics and the Standards of Professional Practice of
the Appraisal Institute; and, except as noted in the Scope of Appraisal
9. The use of this report is subject to the requirements of the Appraisal Institute relating to its review by duly authorized representatives.
10. Robert C Gorman has made personal inspections of the property that is the subject of this report.

11. No one provided significant professional assistance to the person(s) signing this report.
12. I do not authorize the out-of-context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser nor the name of the firm with which he is connected, or any reference to the Appraisal Institute) shall be reproduced, published, or disseminated to the public through advertising media, public relations media, news media, or another public means of communication, without the prior written consent of the appraiser signing this report.
13. As of the date of this report, Robert C Gorman has completed the continuing education program for Designated Members of the Appraisal Institute.
14. I have performed no services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I have no bias with respect to the property that is the subject of the work.

The Gorman Group Ltd., an Illinois Corporation

by: 
Robert Gorman, MAI
President
Illinois Certified General Appraiser
License Number 553.000002
Expires September 30, 2021

Zoning Allowed Uses

Qualifications of Appraiser

§ 1244.02 Use Table

- A. Use Table. Table 1244.02-A. Use Table establishes the uses allowed in each zoning district. Each use is given one of the following designations for each zoning district.
1. Permitted Use (“P”). A “P” indicates that a use is allowed by right within the designated district provided that it meets all applicable use standards set forth in § 1244.03 (Use Standards).
 2. Special Use (“S”). An “S” indicates that the use requires the approval of a special use permit (refer to § 1252.03.C (Special Use Permit)) and must meet the use standards set forth in § 1244.03 (Use Standards) in order to be allowed within the designated district.
 3. No Designation. The absence of a letter (a blank space) or the absence of the use from the table indicates that the use is not allowed within the designated district.
- B. Use Standards. Uses that are designated as “Permitted Use” or “Special Use” may have use standards that must be met, as established in § 1244.03 (Use Standards).

Table 1244.02-A. Use Table

Uses	Districts										Use Standards	
	C-1	C-2	C-3	C-4	I	P	R-1	R-2	R-3	R-4		
Residential												
Community Residence	P						P	P	P	P		See § 1244.03.E
Dwelling Above the Ground Floor	P	P	P	P								None
Multi-Family Dwelling	S	S	S	P						P		See § 1244.03.Q
Residential Care Facility	P	P	P	P						P		None
Single-Family Dwelling	P						P	P	P	P		None
Townhouse Dwelling	P	S	S							P		None
Two-Family Dwelling	P								P	P		None
Civic and Institutional	C-1	C-2	C-3	C-4	I	P	R-1	R-2	R-3	R-4		
Community Garden	P	P	P	P		P	P	P	P	P		See § 1244.03.D
Cultural Facility	S	S	S	S		S						None
Government Facility	P	P	P	P	P	P	P	P	P	P		See § 1244.03.J
Hospital	S	S	S	S		S						None
Park	P	P	P	P	P	P	P	P	P	P		None
Place of Worship	S	S	S	S	P	P	P	P	P	P		None
Preschool or Elementary School	S	S	S	S		S	S	S	S	S		See § 1244.03.W
Secondary School	S	S	S	S		S						See § 1244.03.W
Commercial	C-1	C-2	C-3	C-4	I	P	R-1	R-2	R-3	R-4		
Adult Use					S							None
Animal Boarding				S	P							See § 1244.03.A
Animal Hospital	P	P	P	P	P							None
Banquet Hall		S	S	S								See § 1244.03.B
Bar/Tavern	S	P	P	P								None
Car Wash				S	P							See § 1244.03.C
Credit Union, Loan Company, or Mortgage Broker		S	S	P								See § 1244.03.F
Currency Exchange or Payday Loan		S		P	P							See § 1244.03.G
Day Care Center	S	S	S	S								None
Day Care Home							P	P	P	P		See § 1244.03.H
Financial Institution	P	P	P	P	P							None
Funeral Home	S	P	S	P								None
Gas Station	S	S		P	P							See § 1244.03.I
Hotel or Motel		S	S	S								None

Commercial	C-1	C-2	C-3	C-4	I	P	R-1	R-2	R-3	R-4	Use Standards
Indoor Entertainment or Recreation	S	S	S	S	P						See § 1244.03.K
Medical/Dental Office With Dispensary				S	S						None
Medical/Dental Office Without Dispensary	P	P	P	P	P						None
Medical Marijuana Dispensary				S	S						See § 1244.03.L
Microbrewery / Micro-Distillery	S	S	S	S	S						See § 1244.03.M
Motor Vehicle Rental		S	S	P	P						See § 1244.03.N
Motor Vehicle Repair and/or Service	S	S	S	P	P						See § 1244.03.O
Motor Vehicle Sales				P	P						See § 1244.03.P
Nursery				P	P						None
Outdoor Entertainment or Recreation	S	S	S	S	S						See § 1244.03.S
Pawn Shop		S		P	S						See § 1244.03.U
Personal Services Establishment	P	P	P	P	P						None
Professional Office	P	P	P	P	P						None
Research / Development Facility		P	P	P	P						None
Restaurant	P	P	P	P	P						None
Retail Goods Establishment	P	P	P	P	P						None
Self-Service Storage		P		P	P						See § 1244.03.X
Tattoo Parlor		S	S	P	P						None
Tobacco Shop	P	S	S	P	P						See § 1244.03.Z
Transitional Treatment Facility With Dispensary				S	S						See § 1244.03.AA
Transitional Treatment Facility Without Dispensary	S	S	S	S	P						See § 1244.03.AA
Manufacturing	C-1	C-2	C-3	C-4	I	P	R-1	R-2	R-3	R-4	
General Manufacturing					P						None
Small Food Manufacturing		P	P	P	P						See § 1244.03.Y
Warehousing, Storage, or Distribution Facility				S	P						None
Wholesale Establishment				S	P						None
Other Uses	C-1	C-2	C-3	C-4	I	P	R-1	R-2	R-3	R-4	
Club, Lodge, or Hall	S	S	S	S	S	S				S	None
Off-Street Parking Lot	S	S	S	P	P	P				S	See § 1244.03.R
Parking Garage		S	S	P	P	P					See § 1244.03.T
Planned Development	S	S	S	S	S	S	S	S	S	S	See § 1244.03.V
Utility	S	S	S	S	S	S				S	See § 1244.03.BB
Wireless Telecommunication Facility or Tower	S	S	S	S	S	S	S	S	S	S	See § 1244.03.CC
Table Key											
P: Allowed by right and shall meet requirements of § 1244.03 (Use Standards) when applicable.											
S: Allowed with special use permit and shall meet requirements of § 1244.03 (Use Standards) when applicable.											



GORMANGROUP

Robert C Gorman, MAI
Amanda E Wilson, MAI
Robert J Anton, Jr., MAI
Kimberly A Redelman CGA
Brian M Masterson, SRA, CGA

1200 W. 175th Street
E. Hazel Crest, IL 60429
(708) 799-4200
rcgorman@gormangrp.com
www.gormangrp.com

**Professional Qualifications
Robert C. Gorman, MAI**

National

Appraisal Foundation, State Regulatory Advisory Board, 10-year past member

State of Illinois

State of Illinois Real Estate Appraiser Licensing Board, Former Chairman, Multiple Terms
Certified General Appraiser # 2
Registered Real Estate Broker, State of Illinois

Other States

Indiana - Registered Real Estate Appraiser/Broker, Certified General Appraiser # CG 69201470
Wisconsin - Certified General Appraiser and Licensed Appraiser # 281
Michigan - State Certified General Appraiser # 1201003260
Florida - State Certified General Appraiser # RZ 263

Appraisal Institute

Member- MAI 6966
Legislative Committee (local), Chairman 1986 - 1995
Local Chapter, Director - 1991-1993
Government Relations (national) 1990 - 1994
Legislative Task Force (national) 1986 - 1990

Royal Institution of Chartered Surveyors

Member- MRICS 1294941

Associations/Organizations

National Golf Foundation
Illinois Association of Certified Real Estate Appraisers, Director
Illinois Association of Real Estate Educators, Founding Member
Illinois Association of Realtors, Chairman
Indiana Association of Realtors

Professional Education

Robert Gorman has met all of the continuing education requirements for the states in which he is licensed.

Classifications of Real Estate Appraised (Partial List)

Golf Courses	Partial Interests
Car Washes (contemporary)	Restaurants
Office Buildings	Commercial Buildings
Manufacturing Facilities	Medical Centers

Warehouses
Mobile Home Parks
Industrial Condominiums
Easements
Adult Congregate Living Facilities
Vacant Land

Office Condominiums
Subdivisions
Shopping Centers
Historic Properties
Service Stations
Financial Institutions

Special or Interesting Projects

Airport Lands – Solar Array, ME
Roaring Fork Golf Course, CO
Hazardous Waste Treatment Facilities - Siting Study
Lake Calumet Airport - Neighborhood Analysis
Crescent Dune - Michigan City, IN
Globally Rare Land, MI
Ronald Reagan's Childhood Home, IL
Car Museum, LaPorte, IN
Car Washes, Coon Rapids, WI
Private Airport, Hinckley, MN

Airport FBO, NM
Wastewater Treatment Facility, SD
"Sin Strip" - Calumet City, IL
Frankfort Airport, IL
Ringling Hotel, Sarasota, FL (historic)
50,000 SF Restaurant, IL
Wright/Dunbar Museum, Dayton, OH
Potomac Airport, Berkley Springs
(included an island), WV
Olympia Fields County Club, IL

Clients (Partial List)

U.S. Army Corps of Engineers
U. S. Dept. of Interior
U.S. National Park Service
U.S. Dept. of Commerce
State of Illinois – General Assembly
Southern Illinois Airport Authority
Amtrak
The Nature Conservancy
Izaak Walton League
Habitat for Humanity

Forest County Potawatomi Community
Northern Illinois Gas Company
NIPSCO
U. S. Silica
Times-Mirror Corporation
Safety-Kleen Corporation
SPSS, Inc.
Patrick Engineering

City of Gary
Village of Tinley Park
Village of Frankfort
Village of Libertyville
Village of Dolton
Village of Oak Park
City of Calumet City
Village of Glenwood
Village of Berwyn
City of Benton Harbor, MI

State of Illinois – Central Management
Federal Deposit Insurance Corp. (FDIC)
Small Business Administration (SBA)
Office of Special Trustee for American
Indians/Department of Interior
Resolution Trust Corporation (RTC)
University of San Francisco
Calumet River Basin Authority
Shirley Heinze Foundation
Homewood-Flossmoor Park District

South Shore Hospital
State Farm Insurance
Humana
Acme Steel Company
Kane, McKenna & Associates
Hollywood Casino
Heller Financial
Ingalls Hospital

City of Aurora
Village of Oak Lawn
Village of Homewood
Village of Richton Park
Village of Riverdale
Village of Midlothian
City of Blue Island
City of Harvey
Village of Homewood
City of Elgin

City of Oak Forest
Thornton Township
School District 154, Thornton
School District 122, Oak Lawn
School District 140, Tinley Park
CUSD 220, Oregon IL
School District 157 C, Frankfort, IL
School District 92, Lockport, IL

Village of Matteson
Prairie State College
School District 149, Calumet City
South Suburban College
School District 33C, Homer Twn, IL
School District 161, Frankfort, IL
School District 151, South Holland

Royal Bank of Scotland
Northern Trust
Charter One
Bank of America
BankFinancial
First Financial Bank
Pinnacle Bank
CNB Bank & Trust
First Personal Bank
Centrue Bank
LincolnWay Community Bank
Marquette Bank
First Bank of Manhattan

Citicorp
The Private Bank
National City Bank
First Midwest Bank
Harris Bank
Centier Bank
First Bank of Manhattan
First Trust Bank
First Community Bank & Trust
Merchants & Manufacturers Bank
LaSalle State Bank

Other clients include Attorneys, Developers and Corporations

Books

Fundamentals of Real Estate Appraisal, Technical Editor

Instructor (former)

Real Estate Appraisal
Real Estate Sales and Brokerage
Advanced Principles of Real Estate

Real Estate Contracts and Conveyances
Basic Real Estate Transactions

Expert Witness

Circuit Court of Cook County, Chancery Division
U.S. District Court, Northern District of Indiana
U.S. District Court for the Northern District of Illinois, Eastern Division
U.S. Bankruptcy Court Northern Illinois District of Illinois, Eastern Division

The Appraisal Institute conducts a voluntary program of continuing education of its designated members. Robert C. Gorman has completed the continuing education program.

More information about Robert C. Gorman can be found on the corporate website
www.GormanGrp.com

89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**
93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 _____ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise**
108 **provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing**
109 **real estate.**

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
111 [CHECK ONE] has has not received a completed Illinois Residential Real Property Disclosure;
112 [CHECK ONE] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
113 [CHECK ONE] has has not received a Lead-Based Paint Disclosure;
114 [CHECK ONE] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115 [CHECK ONE] has has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 100 % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
128 **which the Seller is not lawfully entitled.**

129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
130 fees are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are
131 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

Buyer Initial MS Buyer Initial _____
Address: _____
Page 3 of 13

Seller Initial JS Seller Initial MS
v7.0

133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
136 Parties, by Notice, may:

- 137 a) Approve this Contract; or
138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
144 terminated; or
145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
148 agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain
149 in full force and effect.

150 **If Notice of disapproval or proposed modifications is not served within the time specified herein, the**
151 **provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force**
152 **and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null**
153 **and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit**
154 **unilateral reinstatement by withdrawal of any proposal(s).**

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** *[INITIAL IF APPLICABLE]* _____ Buyer acknowledges
156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** *[NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]*
159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
173 not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of**
174 **the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return**
175 **of Buyer's Earnest Money.** If radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial JS Buyer Initial _____

Seller Initial JS Seller Initial AS

Address: _____

v7.0

176 b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any
177 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days
178 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send**
179 **any portion of the inspection report with the Notice provided under this subparagraph unless such**
180 **inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney.** If
181 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by
182 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by
183 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

184 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
185 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within
186 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not
187 include any portion of the inspection reports unless requested by Seller.

188 d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a**
189 **waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain**
190 **in full force and effect.**

191 **13. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
192 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
193 Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof**
194 **of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within**
195 **the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in**
196 **full force and effect.**

197 **14. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
198 located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to**
199 **Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is**
200 **later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**
201 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

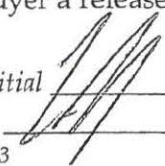
202 **15. CONDOMINIUM/Common Interest Associations:** [IF APPLICABLE] The Parties agree that the terms
203 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting
204 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest
205 Community Association Act or other applicable state association law ("Governing Law").

206 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
207 Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and
208 utility easements including any easements established by or implied from the Declaration/CCRs or
209 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
210 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

211 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
212 all special assessments confirmed prior to Date of Acceptance.

213 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
214 Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
215 payment thereof. Absent such agreement either Party may declare the Contract null and void.

216 d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure
217 upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time
218 period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide
219 to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial  Buyer Initial _____
Address: _____
Page 5 of 13

Seller Initial ST Seller Initial KJ
v7.0

220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
229 this contingency, and this Contract shall remain in full force and effect.

230 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
237 at the time of Closing.

238 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

246 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted**
254 **exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to**
255 **Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title**
256 **insurer commit to either insure against loss or damage that may result from such exceptions or survey matters**
257 **or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
261 Insurance Policy.

262 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

Buyer Initial Buyer Initial

Seller Initial JS Seller Initial AS

Address: _____

v7.0

264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
268 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall
269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
279 be applicable to this Contract, except as modified by this paragraph.

280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS] JS AT There [CHECK ONE] are are not improvements to the Real Estate which are not
298 included in ~~part~~ in the determination of the most recent tax assessment.

299 [INITIALS] JS AF There [CHECK ONE] are are not improvements to the Real Estate which are eligible
300 for the home improvement tax exemption.

301 [INITIALS] JS AT There [CHECK ONE] is is not an unconfirmed pending special assessment affecting
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] JS AT The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial JS Buyer Initial _____

Seller Initial JS Seller Initial AT

Address: _____

v7.0

307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

309 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
310 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
311 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
312 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
313 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration
314 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation
315 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
316 demand.

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
327 document incorporating the digital signature and sending same by electronic mail.

328 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
329 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
330 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
331 competent jurisdiction."

332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
334 Escrowee may elect to proceed as follows:

335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.

339 **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

350 a) By personal delivery; or

Buyer Initial Buyer Initial

Seller Initial JS Seller Initial AS

Address: _____
Page 8 of 13

v7.0

- 351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt
- 352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
- 354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
- 355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
- 359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
- 360 of future e-mail Notice by any form of Notice provided by this Contract; or
- 361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
- 362 following deposit with the overnight delivery company.
- 363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
- 364 Designated Agent in any of the manners provided above.
- 365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
- 366 such courtesy copies shall not render Notice invalid.

367 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
 368 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect
 369 reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

370 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.**

371 [INITIALS] _____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 372 consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on
 373 their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in
 374 this Contract.

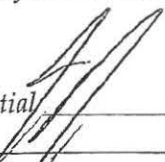
375 _____ **30. SALE OF BUYER'S REAL ESTATE:**


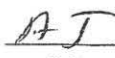
- 376 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:
- 377 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:
- 378 _____
- 379 Address _____ City _____ State _____ Zip _____
- 380 2) Buyer [CHECK ONE] has has not entered into a contract to sell Buyer's real estate.
- 381 If Buyer has entered into a contract to sell Buyer's real estate, that contract:
- 382 a) [CHECK ONE] is is not subject to a mortgage contingency.
- 383 b) [CHECK ONE] is is not subject to a real estate sale contingency.
- 384 c) [CHECK ONE] is is not subject to a real estate closing contingency.
- 385 3) Buyer [CHECK ONE] has has not publicly listed Buyer's real estate for sale with a licensed real estate broker
- 386 and in a local multiple listing service.
- 387 4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple
- 388 listing service, Buyer [CHECK ONE]:
- 389 a) Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local
- 390 multiple listing service within five (5) Business Days after Date of Acceptance.
- 391 [FOR INFORMATION ONLY] Broker: _____
- 392 Broker's Address: _____ Phone: _____
- 393 b) Does not intend to list said real estate for sale.

Buyer Initial AS Buyer Initial _____ Seller Initial JS Seller Initial AT
 Address: _____ v7.0
 Page 9 of 13

394 b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 395 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is
396 in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not
397 later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this**
398 **subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall**
399 **be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not**
400 **served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed**
401 **to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force**
402 **and effect.** (If this paragraph is used, then the following paragraph **must** be completed.)
- 403 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)
404 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate
405 prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real
406 estate on or before _____, 20 _____. **If Notice that Buyer has not closed the sale of Buyer's real**
407 **estate is served before the close of business on the next Business Day after the date set forth in the preceding**
408 **sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence,**
409 **Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract**
410 **shall remain in full force and effect.**
- 411 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph
412 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three
413 (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice,**
414 **waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and**
415 **void as of the date of Notice. If Notice as required by this subparagraph is not served within the time**
416 **specified, Buyer shall be in default under the terms of this Contract.**
- 417 c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
418 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
- 419 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph
420 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller
421 gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
- 422 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served
423 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should
424 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
425 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
426 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
427 a) By personal delivery effective at the time and date of personal delivery; or
428 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
429 effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
430 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago
431 time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
- 432 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
- 433 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer,
434 this Contract shall be null and void.
- 435 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph
436 27 of this Contract.
- 437 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial  Buyer Initial _____
Address: _____
Page 10 of 13

Seller Initial  Seller Initial 
v7.0

438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
441 **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed**
442 **ineffective and this Contract shall be null and void.**

443 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations
444 contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

445 _____ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
447 _____, 20 _____. **In the event the prior contract is not cancelled within the time specified, this Contract**
448 **shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser**
449 **under the prior contract should not be served until after Attorney Review and Professional Inspections provisions**
450 **of this Contract have expired, been satisfied or waived.**

451 _____ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of
452 \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

453 _____ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

465 _____ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within
466 ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated
467 not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state
468 regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by
469 termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses
470 evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the
471 report to proceed with the purchase or to declare this Contract null and void.

472 _____ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
473 date that is [CHECK ONE] _____ days after the date of Closing or _____, 20 ____ ("the Possession Date").
474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
478 and including the day of delivery of Possession if on or before the Possession Date;
- 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial _____ Buyer Initial _____

Seller Initial TS Seller Initial AS

Address _____

v7.0

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 2-18-2021 2/18/21
519 Date of Offer [Signature] DATE OF ACCEPTANCE [Signature]
520 [Signature] Seller Signature [Signature]
521 Buyer Signature [Signature] Seller Signature [Signature]
522 [Signature] Seller Signature [Signature]
523 Buyer Signature Eduardo Garcia Seller Signature Jorge Jimenez
524 Eduardo Garcia Seller Signature Antonio Jimenez
525 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]
526 6535 Cermak Rd 6334 W 95th St. Berwyn IL 60409
527 Address [REQUIRED] Address [REQUIRED]
528 Berwyn, IL 60402 [Signature]
529 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]

530
531 Phone E-mail Phone E-mail

532 **FOR INFORMATION ONLY**

533
534 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #
535
536 Address City Zip Address City Zip
537
538 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #
539
540 Phone Fax Phone Fax
541
542 E-mail E-mail
543 Pericles Abbasi
544 Buyer's Attorney E-mail Seller's Attorney E-mail
545 chicagolaw@yahoo.com
546 Address City State Zip Address City State Zip
547 773-368-5423
548 Phone Fax Phone Fax
549 CASH
550 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone
551
552 Loan Officer Phone/Fax Management Co./Other Contact Phone
553
554 Loan Officer E-mail Management Co./Other Contact E-mail

555 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
556 **Seller rejection:** This offer was presented to Seller on _____, 20__ at ____:____ a.m./p.m. and rejected on _____
557 _____, 20__ at ____:____ a.m./p.m. [SELLER INITIALS]

558 © 2018 Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or any portion thereof is prohibited. Official form available at www.irela.org
559 (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association
560 · DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · Homelown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley
561 Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association ·
562 North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Onk Park Area Association of REALTORS® · REALTOR® Association of
563 the Fox Valley, Inc. · Three Rivers Association of REALTORS® · Will County Bar Association ·

"E"

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "**Agreement**") dated as of [_____] ("Effective Date") by and between the [_____], an Illinois municipality ("Municipality") and _____, an Illinois limited liability company ("**Developer**").

RECITALS

A. As a unit of local government under the laws of the State of Illinois, the [_____] has the authority to promote the health, safety and welfare of the [_____] and its residents, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

B. The [_____] has undertaken a program for the redevelopment of certain property within the [_____], pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended ("**Act**") to among other things, finance redevelopment projects that retain, expand and create employment opportunities within the [_____], increase industry and commerce within the State of Illinois, increase the tax base and eradicate potentially blighting conditions, through the use of tax increment allocation financing for economic redevelopment; and

C. On _____, 20__, pursuant to the Act and after giving all notices required by law and after conducting all public hearings required by law, the [_____] [Mayor/President] and Board of Trustees (collectively referred to herein as the "**Corporate Authorities**") passed and approved the following ordinance(s): _____ (collectively, the "**TIF Ordinances**"); and

D. The above-referenced TIF Ordinances adopted the Redevelopment Plan and designated the area legally described in the Redevelopment Plan as a redevelopment project area which is identified as the _____ TIF District (the "**Redevelopment Project Area**"); and

E. Developer is the owner of approximately _____ acres of land located generally _____, which is legally described in **Exhibit A**, attached hereto and incorporated herein, (the "**Property**") and is within the boundaries of the Redevelopment Project Area; and

F. In accordance with the Agreement and Redevelopment Plan, Developer shall [PROJECT DESCRIPTION TO BE INSERTED BY THE DEVELOPER], all as depicted on **Exhibit B** (the "**Preliminary Site Plan**") and as more fully described herein (the "**Project**"); and

G. In order to induce Developer to undertake the Project, the Corporate Authorities have determined it is in the best interests of the [_____] and the health, safety, morals and welfare of its residents to make certain economic development incentives available to Developer as set forth herein; and

H. The Corporate Authorities have determined: (i) that the development and construction of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan, (ii) the completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement, and (iii) as a direct benefit of this Agreement and the contemplated development and construction of the Project, the equalized assessed value of the Property and the Redevelopment Project Area will increase; and

I. The [_____] has approved Developer as a developer of the Redevelopment Project Area, and has approved the Project, subject to Developer's compliance with all applicable laws, statutes, codes, ordinances, rules and regulations, through the [_____] 's _____, 20__ passage and approval of an ordinance, entitled, " _____ ;" and

J. Subject to the terms and conditions of this Agreement, Developer has agreed, in reliance on the [_____] 's commitments set forth in this Agreement, to develop and construct the Project and undertake certain other actions, all in accordance with this Agreement; and

K. Subject to the terms and conditions of this Agreement, the [_____] has agreed, in reliance on Developer's commitments set forth in this Agreement, to provide incentives for the Project through the [_____] Note until the expiration of the Term or the earlier, complete satisfaction of such obligations; and

L. The [_____] is authorized to enter into this Agreement and take all actions contemplated by it pursuant to the authority provided under the Act as well as the Corporate Authorities' passage and approval of the Ordinances described above;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1: RECITALS AND DEFINITIONS

Section 1.01. Recitals. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth herein. The parties acknowledge the accuracy and validity of such statements, representations, covenants and recitations and the reliance on the same by the other party and its contractors, designees, and assignees.

Section 1.02. Definitions. Capitalized words used in this Agreement which are not otherwise defined herein shall have the meanings assigned to them in **Exhibit C** attached hereto.

Section 1.03. Term. This Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect, unless earlier terminated pursuant to the terms of this Agreement, until _____ (the "**Term**").

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of [_____] . The [_____] makes the following representations and warranties, which are true and correct on the date hereof:

A. **Due Authority.** The [_____] has full lawful right, power and authority, under current applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary [_____] proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the [_____], enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To the best of [_____] 's knowledge, the TIF Ordinances, the Redevelopment Plan and the Redevelopment Project Area have been adopted and approved in accordance with the Laws.

C. Litigation. To the best of the [_____] 's knowledge, there is no litigation, proceeding or investigation pending or threatened against the [_____] with respect to the Redevelopment Plan or this Agreement. In addition, to the best of the [_____] 's knowledge, there is no other litigation, proceeding or investigation pending or threatened against the [_____] seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the [_____] to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the [_____] of the terms and provisions of this Agreement.

Section 2.02. Representations of Developer. Developer makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Developer herein, and such execution and delivery have been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. Litigation. To the best of Developer's knowledge, there is no litigation, proceeding or investigation pending or threatened against Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Developer of the terms and provisions of this Agreement.

D. No Material Change. Developer has not experienced a materially adverse change in the business, financial position or results of its operations that could reasonably be expected to adversely affect Developer's ability to perform its obligations pursuant to this Agreement.

E. Corporate Consents. Except for the Governmental Approvals, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of Developer under this Agreement, or any other material agreement or material instrument to which Developer is a party or by which Developer is bound.

G. Compliance with Laws. To the best of Developer's knowledge, Developer is in compliance in all material respects with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements and resolutions of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

H. Other Disclosures. The information furnished to the [_____] by Developer in connection with the matters covered in this Agreement is true and correct, or are the result of good faith estimates where applicable, and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in light of the circumstances under which it is made, not misleading.

Section 2.03. Survival of Representations and Warranties. Developer agrees that all of its representations and warranties, and the [_____] agrees that all of its representations and warranties, set forth in this Article 2 are true as of the Effective Date and will be true in all material respects at all times hereafter during the Term of the Agreement, except with respect to matters which have been disclosed in writing to and approved in writing by the other party or as otherwise specifically set forth herein.

ARTICLE 3: DEVELOPMENT OF THE PROJECT

Section 3.01. Developer Covenant to Redevelop. Developer shall redevelop the Property and cause the Project to be constructed in accordance with this Agreement and all Exhibits attached hereto, including without limitation, the Preliminary Site Plan, the Project Schedule, the Plans and Specifications, the Development Approvals, the Project Budget, the Redevelopment Plan and all Laws applicable to the Property, the Project and/or Developer. The covenants set forth in this Article 3 shall run with the land and be binding upon any transferee of the Property, and shall be deemed satisfied upon acceptance by the [_____] of the respective Certificates of Substantial Completion as set forth in Section 3.10.

[QUESTION FOR MAYOR: IS THIS ACCEPTABLE?]

Section 3.02. Project Schedule. Absent an event of Force Majeure, Developer shall commence and substantially complete the Project, including the Public Improvements and Private Improvements, in accordance with the schedule attached as **Exhibit D** (the "**Project Schedule**"). The Project Schedule may be modified as necessary by Developer with the prior written consent of the [_____]. The [_____] [_____] Administrator, or his designee, shall review and approve or disapprove, as the case may be, any such proposed modification. An event of Force Majeure shall not be deemed a material modification as contemplated by this Section 3.02.

Section 3.03. Plans and Specifications. Developer shall submit to the [_____] for its approval, which shall not be unreasonably withheld or delayed, the Plans and Specifications for the Project, including both the Public Improvements and Private Improvements, in sufficient time so as to allow for review of the Plans and Specifications in accordance with applicable [_____] ordinances

and in accordance with the Project Schedule but in no event later than _____, 20___. The Plans and Specifications may be submitted in phases or stages. The Plans and Specifications shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Illinois and the Plans and Specifications. All construction practices and procedures with respect to the Project shall be in material conformity with all Laws. The Plans and Specifications shall be in sufficient completeness and detail to show that construction will be in material conformance with the Preliminary Site Plan and this Agreement.

A. Material Change. Any material change to the Plans and Specifications must be submitted to the [_____] for its written approval, which approval shall not be unreasonably withheld or delayed. The [_____] [_____] Administrator, or his designee, shall review and approve or disapprove, as the case may be, any such proposed modification in no event later than thirty (30) days after submission by Developer. Any approved material change to the Plans and Specifications shall not be deemed to imply any obligation on the part of the [_____] to increase the [_____] Contribution or to provide any other additional assistance to Developer.

B. Limitation. Approval of the Plans and Specifications under Section 3.03 shall not apply to the building permit review process. Nothing in said section is a substitute for and does not eliminate the requirement that Developer apply for and receive any and all necessary building permits for construction of the Project.

Section 3.04. Development Approvals.

A. Preliminary Sit Plan Compliance. The [_____] acknowledges that Developer intends to construct the Project on the Property in substantial conformance with the Preliminary Site Plan and the Plans and Specifications. The [_____] shall reasonably cooperate in full with Developer to apply for and obtain final development plans, zoning, platting, site plans and other applicable development approvals and permits, from all governmental bodies with regulatory authority over the Project, reasonably satisfactory to Developer to develop and construct the Project (collectively, "**Development Approvals**").

B. Class _____ Classification. *The [_____] shall adopt, pass and approve a resolution supporting and consenting to the assessment of the Property (and any improvements to be constructed thereon as contemplated herein) under the new construction provisions of Class _____ of the Cook County Real Property Assessment Classification Ordinance, as amended (the "**Class _____ Classification**") no later than thirty (30) days after the recording of the Plat of Subdivision with the Cook County Recorder of Deeds Office. Upon receipt of said resolution and execution of the associated [_____] classification agreement, Developer shall diligently pursue and utilize its best efforts to secure final approval of the Class _____ Classification from the County of Cook. It is expressly understood between the parties that Developer must make timely application to the County of Cook for the Class _____ Classification and that the [_____] does not guarantee the approval of the tax classification by the County of Cook but will assist Developer in its endeavors, as reasonably needed.*

C. No Event of Default. *In no event shall Developer's failure, through no fault of Developer, to obtain the Class _____ Classification be deemed an Event of Default. Further, termination of the Class _____ Classification pursuant to the terms and conditions set forth in the [_____] classification agreement shall not constitute an Event of Default by the [_____].*

Section 3.05. Construction of Project. The parties agree and acknowledge that the Project shall be completed in material conformance with the following:

A. Public Improvements. As part of the Project, Developer shall construct or cause the construction of certain public improvements in compliance with the covenants set forth in Section 3.01 (the “**Public Improvements**”). As fully set forth in the approved Plans and Specifications, the Public Improvements shall include those matters set forth in **Exhibit E**.

i. *Public Improvement Security.* Developer shall provide the [_____] with a bond, letter of credit or other form of security reasonably acceptable to the [_____], licensed to conduct surety business in Illinois, and in good standing, in the amount of one hundred percent (100%) of the estimated cost of construction of the Public Improvements as shall be identified in the Plans and Specifications (the “**Public Improvement Security**”).

ii. *Acceptance of Public Improvements.* Developer, upon the acceptance of the Certificate of Substantial Completion for the Public Improvements, shall dedicate and convey to the [_____] the Public Improvements within, on or over intended public rights-of-way as shall be identified in the Plans and Specifications. The [_____] shall then accept such dedication in a manner similar to its acceptance of other similar dedicated and accepted public improvements within the [_____]. Contemporaneous with the [_____] acceptance of the Public Improvements, Developer shall: (a) provide a standard form bill of sale conveying its rights, title and interest in the Public Improvements to the [_____]; (b) provide the [_____] Engineer all as-built plans; and (c) assign any and all applicable warranties.

iii. *Release of Infrastructure Security.* The [_____] shall, as set forth below, release a certain portion of the Public Improvement Security not later than five (5) days after the acceptance of the Certificate of Substantial Completion for the Public Improvements; provided that the [_____] shall only be required to release that percentage of the Public Improvement Security that equals the portion of the Public Improvements that have been accepted. Notwithstanding anything to the contrary contained herein, the [_____] shall retain ten percent (10%) of the Public Improvement Security for faithful performance for a period of one (1) year after acceptance of the Public Improvements to guarantee corrective work throughout the warranty period in Section 3.05(A)(iv) below.

iv. *Repair or Reconstruction of Defective Work.* If, within a period of one (1) year after acceptance of the applicable portion of the Public Improvements, any structure or any part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer as part of said applicable portion of the Public Improvements, fails to fulfill any of the requirements of this Agreement or the Plans and Specifications, or is otherwise defective, Developer shall, without delay and without cost to the [_____], repair, replace or reconstruct part or parts of the work or structure constituting the applicable portion of the Public Improvements which have failed to fulfill any of the requirements of this Agreement or the Plans and Specifications or is otherwise defective. Should Developer fail to act promptly after receipt of facsimile notice, the [_____] may, at its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to the [_____] the reasonable cost of such repairs plus ten percent (10%). Should the preservation of public health or safety require that such repairs or replacements be completed on a *bona fide* emergency basis,

the [_____] may, after notification to Developer by facsimile notice to complete the repairs and replacement, at its option, make the necessary repairs or replacements or perform the necessary work and, in such case, Developer shall pay to the [_____] the reasonable cost of such repairs.

B. Private Improvements. In accordance with the Plans and Specifications and in compliance with the covenants set forth in Section 3.01, Developer shall construct, or cause the construction, [IF NEEDED, IMPROVEMENT DESCRIPTION] (the “**Private Improvements**”).

Section 3.06. Developer Standard of Care. Developer shall design and construct or cause to be designed and constructed the Project, inclusive of both the Public Improvements and the Private Improvements: (i) in a good and workmanlike manner and free of defects; and (ii) in accordance with all applicable Laws and the terms of this Agreement (including its Exhibits and Attachments).

Section 3.07. Contractors and Subcontractors. Developer shall not enter into any agreement or contract in connection with any Reimbursable Project Cost that could be construed as self-dealing or negotiated on other than an arms-length, competitive basis. Any agreement or contract in connection with any Reimbursable Project Cost, exclusive of professional services, shall be awarded through competitive bidding. Developer shall provide, within five (5) business days of written request by the [_____], copies of all agreements and contracts entered into in connection with Reimbursable Project Costs.

Section 3.08. Governmental Approvals. Developer agrees to employ reasonable and good faith efforts to secure and comply with all Governmental Approvals, timely paying all application fees and submitting all applications and permits. The [_____] agrees to employ reasonable and good faith efforts to cooperate with Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the Laws, including, without limitation, the applicable [_____] ordinances and laws of the State of Illinois.

Section 3.09. Prevailing Wage Act. Developer shall comply with and shall require its contractor(s) to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, in relation to the development and construction of the Project, both the Public Improvements and Private Improvements. Compliance with the Illinois Prevailing Wage Act, to the extent that it applies, shall be the obligation of Developer, and Developer shall indemnify and hold harmless the [_____] from and against liabilities that might attach for non-compliance.

Section 3.10. Certificate of Substantial Completion.

A. Submission of Certificate. Promptly and not more than ten (10) business days after substantial completion of the respective Public Improvements or Private Improvements of the Project in accordance with the provisions of this Agreement, Developer shall submit a separate certificate of substantial completion to the [_____] for the respective Public Improvements and Private Improvements (the “**Certificates of Substantial Completion**”). The Certificates of Substantial Completion shall be in substantially the form attached as **Exhibit F**. The [_____] shall, within thirty (30) days following delivery of the Certificates of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificates of Substantial Completion shall be deemed accepted by the [_____] unless, prior to the end of the thirty (30) day inspection period set forth above, the [_____] furnishes Developer with specific written objections to the status of the Project, describing such objections and the measures required to correct such objections in reasonable detail, which may include, as applicable, photographs or other documentary evidence. The time

limits set forth in this paragraph shall be extended by the duration of time reasonably necessary for Developer to respond to such written objections by the [_____] ; provided, however, that absent delays by Developer in responding to such objections, the [_____] shall accept or furnish written objections to the Certificates of Substantial Completion within the thirty (30)-day inspection period described above. Upon acceptance of the Certificates of Substantial Completion, which acceptance shall be conclusively determined upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, Developer may record the Certificates of Substantial Completion with the Cook County Recorder of Deeds, and the same, absent fraud, shall be conclusive evidence of the satisfaction of Developer's agreements and covenants to construct the Project and Developer's satisfaction of its obligations under this Article. Notwithstanding anything to the contrary contained herein, the [_____] shall have no obligation to issue a Certificate of Substantial Completion for the Private Improvements until Developer has submitted and the [_____] has approved a Certificate of Substantial Completion for the Public Improvements.

B. Limitation. The respective Certificates of Substantial Completion relate only to the construction of the Project, and upon issuance, the [_____] will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. A Certificate of Substantial Completion shall not constitute evidence that Developer has complied with applicable provisions of federal, state and local laws, ordinances and regulations with regard to construction of the Project. All executor terms and conditions of this Agreement and all representations, warranties and covenants, except as limited above, contained herein will continue to remain in full force and effect throughout the Term of this Agreement, and the issuance of the Certificate of Substantial Completion shall not be construed as a waiver by the [_____] of any rights and remedies pursuant to such terms.

Section 3.11. Survival of Covenants. The covenants set forth in this Article 3 shall run with the land and be binding upon any successor in interest or transferee. Notwithstanding anything contained herein to the contrary, the covenants and obligations of this Article 3 shall be deemed satisfied upon issuance by the [_____] of the Certificates of Substantial Completion for the Public Improvements and Private Improvements.

ARTICLE 4: FINANCING—SOURCE OF FUNDS

Section 4.01. Developer to Advance Project Costs. Developer agrees to advance all Project Costs as necessary to complete the Project on its behalf, subject to Developer's right to seek reimbursement from the [_____] for Reimbursable Project Costs as provided herein.

Section 4.02. Project Budget. The Project Costs are estimated to be _____ (the "Project Budget"). The Project Budget, setting forth the projected and anticipated Project Costs, has been approved by the [_____] and is attached hereto as **Exhibit G**. Developer certifies to the [_____] that (i) the [_____] Contribution, together with Lender Financing and Equity, shall be sufficient to complete the Project, and (ii) the Project Budget, as may be amended with written approval from the [_____] , is and shall be true and correct and complete in all material respects.

Section 4.03. Source of Funds. The cost of the Project is estimated to be _____, to be applied in the manner set forth in the Project Budget. Developer shall contribute and invest not less than _____ in Equity in the Project and the remainder of the Project Budget shall be comprised of Lender Financing and the [_____] Contribution.

Section 4.04. Equity/Lender Financing. Equity and/or Lender Financing may be used to pay any Project Cost, including but not limited to Reimbursable Project Costs. Developer, within five (5) days shall disclose in writing to the [_____] the amount being paid as equity and being financed upon written request by the [_____]. No less than _____ shall be an equitable investment.

Section 4.05. [_____] Contribution.

A. [_____] Contribution. Subject to the terms of this Agreement, the [_____] agrees to reimburse Developer, through a [_____] Developer's Note, exclusively for Reimbursable Project Costs related to the Project in an amount not to exceed a principal balance of _____ (the "[_____] **Contribution**").

i. *Determination of Issuance Amounts of the [_____] Note.* Concurrently with submission of the Certificates of Substantial Completion for the Project, including both the Public Improvements and the Private Improvements, Developer shall provide to the [_____] Certificates of Reimbursable Project Costs for in substantially the form attached hereto as **Exhibit H**, along with the information and documentation required therein. The [_____] shall either accept or reject, with comments, the Certificates of Reimbursable Project Costs within thirty (30) days after submission. If the [_____] determines that any cost identified as a Reimbursable Project Cost is not a "redevelopment project cost" under the Act, the Agreement or the Redevelopment Plan, the [_____] shall so notify Developer in writing within said thirty (30)-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon Developer shall have the right to identify and substitute other Project Costs as Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement. Within said thirty (30)-day period, the [_____] may also request such additional information from Developer as may be reasonably required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the [_____]; provided, however, that absent delays by Developer in responding to such requests, the [_____] shall issue its determination on the respective Certificate of Reimbursable Project Costs within the thirty (30) day period described above. Notwithstanding anything contained herein to the contrary, Reimbursable Project Costs shall be limited to the expenditures of Developer for each such line item identified as a "Reimbursable Project Cost" on **Exhibit G**, and Reimbursable Project Costs may be allocated to and transferred from one line item to another line item within the same improvement (i.e. transferring Redevelopment Project Costs from the Public Improvements to the Private Improvements shall be prohibited and vice versa) on **Exhibit G**, without the prior written consent of the [_____] up to the maximum aggregate amount established for Public Improvements, in Section 4.05(A)(ii), and Private Improvements, in Section 4.05(A)(iii).

ii. *Developer's Note.* Subject to the terms and conditions of this Agreement, [_____] hereby agrees to issue a taxable note to Developer for Reimbursable Project Costs incurred in relation to the Public Improvements on the date the [_____] approves the Certificate of Reimbursable Project Costs for the Public Improvements in the form of **Exhibit** (the "**Public Improvements Note**"). The principal amount of the Public Improvements Note shall be in an amount equal to the total Reimbursable Project Costs incurred in relation to the Public Improvements but in

no event shall such principal amount exceed _____.
Interest on the Public Improvements Note shall accrue at the rate of _____ percent (____%) from the date of issuance and will compound annually. Payments of principal and interest on the Public Improvements Note shall be made only from Available Incremental Taxes. Payments of the Public Improvements Note are subject to the amount of Available Incremental Taxes being sufficient for such payments.

iii. *Payment Obligations on the [_____] Note.* Payments on the [_____] Note shall be made once annually by the [_____] starting on _____ following the approval of the respective Certificates of Reimbursable Project Costs. Subsequent payments on the [_____] Note shall be made on each subsequent _____ or until the respective [_____] Note is fully paid or discharged or until the Maturity Date, whichever occurs first. Any and all payments under the [_____] Note are subject to the terms, conditions and limitations contained in the respective [_____] Note and this Agreement. Payments under the respective [_____] Note is subject to the respective amounts of Available Incremental Taxes or Available Incremental Taxes (Private Improvements), as applicable, deposited into the Sub-Account being sufficient for such payments. From the date of issuance, the respective [_____] Note will be funded solely from Available Incremental Taxes or Available Incremental Taxes (Private Improvements), as the case may be, that are deposited into the Sub-Account. Except as otherwise set forth herein, the [_____] Note shall mature on the anniversary of the date the [_____] approved the respective Certificate of Reimbursable Project Costs (the “**Maturity Date**”). If, at the Maturity Date, any outstanding financial obligation on the [_____] Note or the Agreement exists, such outstanding financial obligation shall be forgiven in full by Developer or such other holder of the [_____] Note, and the [_____] shall have no obligation to pay such outstanding financial obligation upon the Maturity Date.

iv. *Redemption.* The principal balance of the [_____] Note shall be subject to redemption on any date, collectively or individually and as a whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed, plus accrued but unpaid interest.

v. *Sale or Assignment.* Developer may sell, assign or pledge the [_____] Note, if applicable, in whole or in part, or as otherwise amended, at any time, to any person, financial institution or other entity, which person, financial institution or other entity shall have no duty, obligation, responsibility or other obligation under this Agreement. Prior to any such sale or assignment, Developer shall provide the [_____] with the name, mailing address and other contact information of its successor-in-interest to the [_____] Note. Developer shall provide any such successor-in-interest to the [_____] Note a fully executed copy of this Agreement.

B. Not General Obligation. THE [_____] NOTE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE [_____], NOR SHALL IT BE SECURED BY THE FULL FAITH AND CREDIT OF THE [_____]. THE [_____] NOTE SHALL BE PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES OR AVAILABLE INCREMENTAL TAXES (PRIVATE IMPROVEMENTS), AS APPLICABLE, DEPOSITED FROM TIME TO TIME INTO

THE SUB-ACCOUNT. INSUFFICIENCY OF THE SUB-ACCOUNT TO PAY INTEREST OR PRINCIPAL OBLIGATION RELATING TO THE [_____] NOTE WHEN DUE SHALL NOT BE A DEFAULT THEREON, AND NO NOTE HOLDER THEREOF SHALL HAVE ANY RECOURSE WHATSOEVER AGAINST THE [_____] IN THE EVENT THAT THE AVAILABLE INCREMENTAL TAXES OR AVAILABLE INCREMENTAL TAXES (PRIVATE IMPROVEMENTS) ARE INSUFFICIENT TO PAY ANY INTEREST OR PRINCIPAL OBLIGATION WHEN DUE, WHETHER AT STATED MATURITY OR REDEMPTION.

C. Conditional Grant. The [_____] obligation to pay the [_____] Contribution, including any amount due under the [_____] Note is contingent upon satisfaction of the terms and conditions of this Agreement. The [_____] shall have no obligation to pay the [_____] Contribution, including any amount due under the [_____] Note if there exists an Event of Default which is continuing.

ARTICLE 5: COLLECTION AND USE OF INCREMENTAL TAXES

Section 5.01. Source of [_____] Contribution. The [_____] Contribution pledged by the [_____] pursuant to this Agreement to reimburse Reimbursable Project Costs shall be paid solely from Available Incremental Taxes.

Section 5.02. Special Tax Allocation Fund. The [_____] has or will establish and exclusively maintain a special tax allocation fund, as required by the Act, for the deposit of Incremental Taxes received by the [_____] (the “STAF”). To the extent necessary the [_____] shall cooperate with the applicable county to open the STAF.

A. Sub-Account. The [_____] has or will promptly establish and maintain a sub-account within the STAF for the deposit of Available Incremental Taxes and Available Incremental Taxes (Private Improvements) (the “**Sub-Account**”).

B. Sub-Account Transfer. On _____ of each year during the Term, or the date which is ten (10) days following the date upon which the [_____] receives the Incremental Taxes from the second installment of real estate taxes on the Property, whichever occurs later (the “**Sub-Account Allocation Date**”), the [_____] shall transfer to the Sub-Account _____ percent (___%) of the Incremental Taxes credited to the STAF from the immediately preceding Sub-Account Allocation Date to, but not including, the current Sub-Account Allocation Date (the “**Available Incremental Taxes**”). The Available Incremental Taxes shall be used solely to meet the payment obligations on the [_____] Note. As it relates to the Available Incremental Taxes, the [_____] Note shall not be subordinate to any other obligations of the [_____]. The remaining _____ percent (___%) of Incremental Taxes in the STAF not allocated to the Sub-Account as provided herein shall be utilized by the [_____], in its sole discretion, for any purpose permitted under the Act (the “[_____] **Incremental Taxes**”). Any distribution of Incremental Taxes between the Available Incremental Taxes and the [_____] Incremental Taxes shall be on a *pari passu* basis. Any amount remaining in the Sub-Account, after the full redemption of the [_____] Note or the shall be transferred by the [_____] to the STAF and such funds shall thereafter be [_____] Incremental Taxes. Payments on the Public Improvement Note shall have priority over payments on the Private Improvements Note.

ARTICLE 6: GENERAL COVENANTS

Section 6.01. Indemnification. The Developer agrees to indemnify, defend and hold the [_____] , its employees, agents, independent contractors and consultants (collectively, the “**Indemnified Parties**”) harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonably attorneys’ fees and court costs), save those caused by the acts or omissions of the Indemnified Parties, suffered or incurred by the indemnitee arising from or in connection with: (i) the indemnitor’s failure to comply with any of the terms, covenants and conditions contained within this Agreement, (ii) the existence of any material misrepresentation or omission in this Agreement, including Exhibits, that is the result of information supplied or omitted by the indemnitor or its agents, employees, contractors or persons acting under the control or at the request of the indemnitor, or (iii) the indemnitor’s failure to cure any misrepresentation by the indemnitor in this Agreement.

A. **Environmental Indemnity.** Developer further agrees to indemnify, defend and hold the [_____] ’s Indemnified Parties harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, or claims of any kind whatsoever, including without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims, save those caused by the acts or omissions of the [_____] ’s Indemnified Parties, asserted or arising under any Environmental Laws incurred, suffered by or asserted against the [_____] ’s Indemnified Parties as a direct result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from all or any portion of the Property; or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the [_____] or Developer or any of its affiliates under any Environmental Laws relating to the Property.

B. **Waiver.** To the fullest extent permitted by law, Developer waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including any claim by any employee of Developer that may be subject to the Workers’ Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision.

C. **Survivability.** The rights and obligations under this Section 6.01 shall survive the termination or expiration of this Agreement with respect to any and all facts, events or circumstances occurring or arising prior to such expiration or termination.

D. **Additional Obligations.** The parties acknowledge and agree that obligations under this Section 6.01 are in addition to any other obligations of a party under this Agreement.

Section 6.02. Insurance. Developer shall procure and maintain at Developer’s own expense, or cause to be provided and maintained, during the Term of this Agreement, the types and limits of insurance specified below, covering all operations under the Agreement, whether performed by Developer or by Developer’s Agent.

A. **During Construction.** From the commencement of any of construction of the Project until issuance of the Certificates of Substantial Completion, Developer shall procure and maintain:

i. **Workers Compensation and Employers Liability Insurance.** Worker’s Compensation Insurance, in accordance with the laws of the State of Illinois, with

statutory limits covering all employees providing services under this Agreement and Employer's Liability Insurance with limits not less than \$1,000,000.00 each accident or illness.

ii. *Commercial General Liability Insurance.* Commercial General Liability Insurance with not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards. The [_____] is to be named as an additional insured on a primary, non-contributory basis.

iii. *Automobile Liability Insurance.* Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The [_____] is to be named as an additional insured on a primary, non-contributory basis.

iv. *All Risk/Builders Risk.* When Developer undertakes any construction, Developer must provide or cause to be provided All Risk/Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project. The [_____] is to be named as an additional insured and loss payee if applicable.

v. *Professional Liability.* When any architects, engineers, construction managers, or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000.00, including contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

vi. *Valuable Papers.* When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount sufficient to pay for the recreation, reconstruction, or restoration of any and all records related to the Project.

vii. *Independent Contractors and Subcontractors.* Developer shall require all independent contractors and subcontractors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance from time to time as required herein.

B. Post-Construction. After the issuance of the Certificates of Substantial Completion, Developer shall procure and maintain the following:

i. *All Risk Property Insurance.* All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the Project.

C. General Insurance Requirements. Unless otherwise provided above, all insurance policies required pursuant to this Agreement shall:

- i. Provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the [_____];
- ii. Be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII;
- iii. Waive all rights of subrogation of insurers against the [_____], its employees, elected officials, and agents; and
- iv. Specifically name Developer as a named insured.

D. Certificates. Within sixty (60) days of the Effective Date and by December 31 of each calendar year thereafter in which the Agreement is in effect, Developer shall furnish the [_____] with a certificate(s) of insurance effecting coverage as required under this Section 6.02. In addition, Developer shall annually furnish the [_____] copies of receipts for payments of premiums regarding such policies. The receipt of any certificate does not constitute agreement by the [_____] that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement. The failure of the [_____] to obtain certificates or other insurance evidence is not a waiver by the [_____] of any requirements for Developer to obtain and maintain the specified coverages. Non-conforming insurance constitutes an Event of Default.

E. Deductibles. Any deductibles or referenced insurance coverages must be borne by Developer or its independent contractors or subcontractors.

F. No Offset or Contribution. The insurance requirements set forth in this Section 6.02 shall in no way limit or be used to offset against Developer's indemnification obligations under this Agreement.

Section 6.03. Maintaining Records/Right to Inspection. Developer shall keep and maintain until the maturity date separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents pertaining to the Project, Public Improvements, Private Improvements and Reimbursable Project Costs shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the [_____]. With respect to contracts covering Reimbursable Project Costs, Developer shall utilize commercially reasonable efforts to incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

Section 6.04. Maintenance and Use. During the Term, Developer shall cause any underground storm water detention vaults located on the Property to be maintained, preserved and kept in good repair and working order and in compliance with applicable law.

Section 6.05. Real Estate Provisions. Developer shall pay or cause to be paid when due all Governmental Charges which are assessed or imposed upon the Project or the Property, or which become due and payable. Further, after issuance of the Certificates of Substantial Completion, Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all applicable Laws, this Agreement, the Redevelopment Plan, and as long as such additions, alterations and changes to the Project do not have a material adverse affect on the market value of the Project or the Property.

A. Assessed Valuation of the Property. The Parties acknowledge and agree that for purposes of this Agreement that the total projected minimum assessed value of the Property is set forth on **Exhibit K** attached hereto for the tax years noted therein (the “**Minimum Assessed Valuation**”). The Parties acknowledge and agree that the [_____] is undertaking the [_____] Contribution in consideration that the assessed value of the Property is projected to increase minimally to the level of the Minimum Assessed Valuation as a result of the development of the Project on the Property. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term, directly or indirectly, initiate, seek and/or apply for proceedings before a court or tribunal of competent jurisdiction in order to lower the property tax or assessed value of all or any portion of the Project or the Property which would have the effect of lowering the assessed value of the Property below the Minimum Assessed Valuation as set forth in **Exhibit K** for any given tax year.

i. During the Term neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, shall not object to or in any way seek to interfere with, on procedural or any other grounds, the filing by the [_____] of a complaint with the Cook County Assessor or with the Cook County Board of Appeals seeking to increase the assessed value of the Property up to, but not above, the Minimum Assessed Value for the applicable tax year as set forth in **Exhibit K** (the “**Underassessment Complaint**”).

B. Prohibition on Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall seek or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)), during the Term.

C. Inducement. The covenants of this Section 6.05 shall be construed and interpreted as an express agreement by Developer with the [_____] that an incentive inducing the [_____] to enter into the rights and obligations of this Agreement is to increase the equalized assessed valuation of the Property, including the Project.

Section 6.06. Environmental Covenants. Developer covenants that (i) the construction, development and operations of the Project will materially comply with all Environmental Laws; (ii) Developer shall promptly notify the [_____] upon becoming aware of any investigation, proceeding, complaint order, directive, claim, citation or notice by any governmental authority or any other person which is directed or threatened against the Project and/or the Property and Developer shall take prompt and appropriate actions to respond thereto; and (iii) Developer shall promptly notify the [_____] upon becoming aware of any non-compliance with or violation of the requirements of any Environmental Law or the release, spill, or discharge, threatened or actual, of any Hazardous Materials on the Property. Developer shall secure an NFR or NFA for the Property as applicable and this obligation shall be reflected in the Redevelopment Plan.

Section 6.07. Prohibition on Certain Liens. Developer agrees that no mechanics’ or other liens, unrelated to the financing of the Project, shall be established or remain against the Project or the Property, or the funds in connection with the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, Developer shall not be in default if mechanics’ or other liens are filed or established and Developer contests in good faith said mechanics’ liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such

contest and any appeal therefrom. Developer hereby agrees and covenants to indemnify and hold harmless the [_____] in the event any liens are filed against the Project as a result of acts of Developer, its agents or independent contractors.

Section 6.08. Additional [_____] Covenants. During the Term, the [_____] covenants and agrees that, until such time as all principal and interest payments due to Developer under the [_____] Note, as the case may be, have been made, the [_____] : (1), to the extent permitted by Law, shall not revoke the TIF Ordinances; (2) shall not commingle the Available Incremental Taxes with any other municipal debt obligations; (3) shall not pledge or apply any portion of the Available Incremental Taxes to any other purpose or the payment of any other obligation of the [_____] other than as set forth in this Agreement and shall promptly deposit the Available Incremental Taxes in the Sub-Account; (4) upon written request by Developer or its attorneys, shall provide Developer (within thirty (30) calendar days after the receipt of such request) with a copy of any and all documentation submitted to the State of Illinois, which is required pursuant to reporting requirements set forth in the Act; and (5) shall endeavor to comply with any and all annual reporting requirements set forth in the Act.

Section 6.09. Survival of Covenants. The covenants set forth in this Article 6 shall run with the land, be binding upon any successor in interest or transferee, and remain in effect during the Term.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.01. Events of Default; Remedies; Cure.

A. Event of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 8.14 and 7.01(C), shall constitute an “**Event of Default**” hereunder by the applicable party:

i. the failure of a party to perform, keep or observe, in all material respects, the covenants, conditions, obligations of such party under the Agreement;

ii. the making or furnishing by a party of any written representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which, when made, is or was materially untrue or materially misleading in any material respect;

iii. the commencement or any proceedings in bankruptcy by or against a party or for its liquidation or reorganization, or alleging that such party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a party’s debts, whether under the United States Bankruptcy code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving such party; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within 90 days after the commencement of such proceedings; or

iv. the appointment of a receiver or trustee for a party, for any substantial part of such party’s assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of such party; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or

such proceedings are not dismissed within ninety (90) days after the commencement thereof.

B. Remedies.

i. [_____] *Remedies.* Upon the occurrence of an Event of Default, which continues after written notice thereof and the expiration of the applicable curative period without cure having been effectuated, the [_____] may pursue and secure any remedy available at law or equity, including without limitation: (z) compensatory damages, solely as it relates to uncured Events of Default under Section 6.01, Section 6.02 and Section 6.05, (y) specific performance, (x) self-help, (w) injunctive relief, (v) solely in the event the uncured Event of Default occurs prior to the issuance of the [_____] Note and the acceptance of the Certificate of Substantial Completion, the termination of any other entitlement provided, and/or (u) solely in the event the uncured Event of Default occurs prior to the issuance of the [_____] Note and the acceptance of the Certificate of Substantial Completion, not issue the [_____] Note if such notes have not yet been issued and termination of the Agreement. Notwithstanding the foregoing, subsequent to the issuance of the [_____] Note, as applicable, the [_____] shall not have the right to suspend or terminate payments under the [_____] Note nor to terminate any other entitlement provided, unless terminated pursuant to the [_____] classification agreement.

ii. *Developer Remedies.* Upon the occurrence of an Event of Default, which continues after written notice thereof and the expiration of the applicable curative period without cure having been effectuated, the sole remedies of Developer shall be injunctive relief, specific performance, *mandamus, quo warranto* and an action for compensatory damages in the event the [_____] fails to deposit, pay and transfer Available Incremental Taxes in accordance with Article 5 of this Agreement.

iii. *Limitation on Damages.* Developer shall be entitled to economic, consequential, incidental, preventative or punitive damages resulting from an Event of Default.

C. Curative Period. In the event a party to this Agreement shall fail to perform a monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to perform such monetary covenant within thirty (30) days of its receipt of a written notice from the other party specifying that it has failed to perform such monetary covenant. In the event a party to this Agreement shall fail to perform a non-monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to cure such default within sixty (60) days of its receipt of a written notice from the other party specifying the nature of this default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such sixty (60)-day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such sixty (60)-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, but in no event shall such cure period exceed one hundred eighty (180) days of its receipt of written notice from the other party specifying the nature of the default.

D. Non-Waiver. The failure of any party to this Agreement to insist upon strict

and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any parties' rights, to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No waiver by either party shall be valid or binding on such party unless it is has been consented to in writing.

E. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole discretion of either party and may be exercised as often as occasion therefore shall arise.

ARTICLE 8: MISCELLANEOUS PROVISIONS

Section 8.01. Notice. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; (c) certified mail, return receipt requested; or (d) facsimile transmission, with proof of transmission:

If to [_____] : _____

With a copy to: _____

If to Developer: _____

With a copy to: Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Attention: M. James Vasselli
Phone: 708-222-7000
Fax: 708-222-7001

Section 8.02. Amendment. The Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the [_____] and Developer. Consent of the [_____] must be approved by an ordinance passed by the Corporate Authorities.

Section 8.03. Entire Agreement. The Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference), the documents, agreements and other instruments to which reference is made herein or therein, and the Inducement Resolution, a copy of which is attached hereto as **Exhibit L**, constitute the entire agreement between the parties hereto and supersede all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof. To the extent of any conflict between the terms and conditions of the Inducement Resolution and this Agreement, this Agreement shall govern and control.

Section 8.04. Limitation of Liability. No member, official or employee of the [_____] shall be personally liable to Developer or any successor in interest in the event of any default or breach by the [_____] or for any amount which may become due to Developer from the [_____] or any successor in interest or on any obligation under the terms of this Redevelopment Agreement. No member, manager, agent, or employee of Developer shall be personally liable to the [_____] or any successor in interest in the event of any default or breach by Developer or for any amount which may become due to the [_____] from Developer or any successor in interest or on any obligation under the terms of this Redevelopment Agreement.

Section 8.05. Further Assurances. Developer and the [_____] agree to take certain actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Redevelopment Agreement.

Section 8.06. Enforceability of Agreement.

A. This Agreement shall be enforceable in any court of competent jurisdiction within the County of Cook, Illinois by any of the parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described.

B. Any violation of this Agreement by a party shall entitle the other party to the remedy of specific performance, and any other remedy available at law or in equity, except as limited under Section 8.04 above, but in no event shall any judgment for incidental, consequential or punitive damages award be entered against the [_____], its officers or employees or against the members, agents, managers or employees of Developer.

C. Subject to the provisions of Section 8.04, all remedies provided for in this Agreement are cumulative and the election or use of any particular remedy by any of the parties hereto shall not preclude that party from pursuing such other or additional remedies or such other or additional relief as it may be entitled to either in law or in equity.

Section 8.07. Disclaimer. Nothing contained in this Agreement, nor any act of either or both parties to this Agreement, shall be deemed construed by any of the parties or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship by or among such parties except as expressly set forth herein.

Section 8.08. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Section 8.09. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall

be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 8.10. Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, if any, the TIF Ordinances shall prevail and control.

Section 8.11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

Section 8.12. Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the [_____] shall be in form and content satisfactory to the [_____], which approval shall not be unreasonably withheld or delayed.

Section 8.13. Binding Effect. This Agreement shall be binding upon Developer, the [_____] and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the [_____] and their successors and permitted assigns (as provided herein).

Section 8.14. Force Majeure. Neither the [_____] nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by failure or unreasonable delay, after Developer has utilized its best efforts to prevent such failure or unreasonable delay, in the receipt of any Governmental Approval, damage or destruction by fire or other casualty, strike, litigation concerning the Project, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The time for a party's performance of any obligation under this Agreement shall be extended on a day-for-day basis during the period of the event of Force Majeure. The party seeking the extension shall have the burden to establish the other party regarding an event of Force Majeure and shall keep the other party reasonably informed as to the nature of the delay and the anticipated time of completion of the performance of its obligations.

Section 8.15. Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

Section 8.16. Third Parties. Except as provided in Section 4.05(A)(vii), nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the [_____] and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to either the [_____] or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the [_____] or Developer. Except as provided in Section 4.05(A)(vii), this Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 8.17. Time of the Essence. Time is of the essence of this Agreement.

Section 8.18. Cooperation. The [_____] and Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the [_____] or Developer or other

appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement. The successful consummation of this Agreement and the Project are in the best interests of the parties and requires their continued cooperation. The parties will use commercially reasonable efforts to cooperate with all reasonable requests made by the other party in order to effectuate the intent of this Agreement.

Section 8.19. Assignment. Developer shall be prohibited from assigning, bequeathing, conveying, or otherwise transferring this Agreement or the Property without the express written consent of the [_____] .

Section 8.20. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, nor any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

Section 8.21. Short Form of Agreement. The [_____] and Developer shall execute, acknowledge and deliver a short form version of this Agreement in the form of **Exhibit N** attached hereto (“**Short Form Agreement**”) and shall cause the same to be recorded in the Office of the Recorder of Cook County, Illinois, and the Office of the Recorder of Will County, Illinois as notice of the existence of this Agreement and of the rights, obligations and interests of the [_____] and Developer hereunder.

Section 8.22. Rights of Mortgagee. Notwithstanding anything to the contrary contained herein and provided Developer provides the [_____] with the name and address of its mortgagee and any replacement mortgagee (“**Mortgagee**”), if an Event of Default by Developer occurs and Developer does not cure such Event of Default within the applicable cure period, the [_____] shall provide Mortgagee with written notice of such Event of Default and an additional thirty (30) calendar day period in which to cure such Event of Default, and the [_____] hereby agrees that it shall accept a cure by Mortgagee in fulfillment of Developer’s obligations under this Agreement, for the account of Developer and with the same force and effect as if performed by Developer. No cure or attempted cure by or on behalf of such Mortgagee shall cause it to be deemed to have accepted an assignment of this Agreement.

Section 8.23. Approvals; Materiality. Except as otherwise provided in this Agreement, whenever consent or approval of a party is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned. All of Developer’s performance obligations set forth in this Agreement shall be deemed complete upon material satisfaction of the same. Except as otherwise set forth in this Agreement, strict compliance with all monetary obligations hereunder shall be required.

[Remainder of page intentionally blank]

My commission expires:



F-1

2022 Fire Prevention Week (October 9 - October 15)

WHEREAS, On October 10, 1921, the first National Prevention Day Proclamation was issued by U.S. President Woodrow Wilson, expanded as a week-long, national public health and safety campaign through the advocacy of the **National Fire Protection Association (NFPA)** in 1925 by U.S. President Calvin Coolidge, resulting in **Fire Prevention Week (FPW)**; and

WHEREAS, **Fire Prevention Week (FPW)** has been observed on the Sunday through Saturday period in which October 9 falls to commemorate the Great Chicago Fire of 1911, as a way to keep the public informed about the importance of fire prevention; and

WHEREAS, The **NFPA**, which has officially sponsored FPW since its inception, selects an annual theme and is celebrating its 100th Year Anniversary; the 2022 Fire Prevention Week theme, *"Fire won't wait. Plan your escape."* effectively serves to remind our community of the importance of having a fire escape plan; and

WHEREAS, Home fires are a serious public safety concern locally and nationally, causing 2,580 civilian deaths in the U.S. in 2020 according to the **NFPA**; and

WHEREAS, The **Berwyn Fire Department** in partnership with the **Berwyn Firefighters' Local 506**, invites you to their **Fire Prevention Week Open House on October 1, 2022, from 10AM-1PM** at the **North Berwyn Fire House** (Berwyn Fire House #2), located at **6615 W. 16th Street, Berwyn, IL, 60402** to learn invaluable life-saving practices with hands-on activities. Kids can make their way through the "Smoke House" and put out a simulated fire in the "Squirt House." The event will be capped off with an exciting live fire demonstration; and


WHEREAS, Preparedness and having a home safety plan for escaping a home fire can be the difference between life and death; and

WHEREAS, We commend the brave men and women of the **Berwyn Fire Department** and its administration, as well as all First Responders, for their commitment to prevention and protection through education, by raising citywide awareness in observation of FPW; and

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Robert J. Lovero and the members of the Berwyn City Council do hereby proclaim **October 9-15, 2022 as Fire Prevention Week** in the City of Berwyn, and urge all members of our community to plan and practice a home fire escape plan for **Fire Prevention Week 2022** and to participate in public safety activities and honor our brave firefighters and first responders who risk their lives to protect us every day.

Entered upon the records of the City of Berwyn this 27th day of September 2022.


Robert J. Lovero, Mayor


Margaret Paul, City Clerk

The City of Berwyn



Margaret Paul
City Clerk

A Century of Progress with Pride

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

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

H-1

September 22, 2022

Re: Referred/Deferred Item **H-1 from August 23, 2022**
Zoning Map Amendment Proposal for 3100 S. Ridgeland

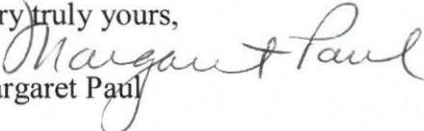
Dear Mayor Lovero and Alderpeople:

You voted to refer agenda item H-1 back to city staff and Lance Malina, Secretary of the Zoning and Development Commission, on August 23, 2022. The agenda item was also deferred for 30 days. Your actions were prompted by the discovery that an additional parcel of property had not been included in the Notice of Public Hearing for the proposed Zoning Map Amendment submitted for your consideration.

The Notice of Public Hearing was re-published identifying both parcels of property (3100 S. Ridgeland and 6415 Stanley Avenue) and setting a new date for the hearing. Mr. Malina has submitted a revised memo and Ordinance for your consideration. I have placed the revised Zoning Map Amendment documents on City Council's agenda as Item H-2 for your consideration.

I recommend that you motion to remove Referred/Deferred Item H-1 from the agenda as it is no longer correct and has been replaced.

Very truly yours,


Margaret Paul

ITEM NO. H-1

DATE 8/23/22

DISPOSITION

Referred Back to Zoning
Deferred for 30 days

H-1



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444 T 708 349 3888 F 708 349 1506

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 312 984 6400 F 312 984 6444 T 708 349 3888 F 708 349 1506

DD 312 984 6432
lcmalina@ktjlaw.com

www.ktjlaw.com

MEMORANDUM

To: Mayor Robert J. Lovero and Members of the City Council
From: Lance C. Malina, Executive Secretary of the Zoning, Planning and Development Commission
Date: August 18, 2022
Re: Report on Proposed Map Amendment – 3100 S. Ridgeland Avenue

The City of Berwyn has proposed that the property located at 3100 S. Ridgeland Avenue (also designated in some County websites as 6415 Stanley Avenue) (the "Property") be rezoned via a Zoning Map Amendment from I-Industrial Zoning District to a C-3 Depot Mixed-Use Zoning District designation.

Pursuant to subsection 1252.03.E(2)(a)2 of the Berwyn Zoning Code, the Zoning Administrator is to prepare a report for the City Council based on the standards of 1252.03.E(3) (Standards for Zoning Amendments). The Zoning Administrator has asked me to make the report.

Proposed map amendments go directly to the City Council for a public hearing without any review or other involvement by the Zoning, Planning and Development Commission. Notice was published and mailed to properties within 100 feet of the Property per the Zoning Code. The Property proposed to be rezoned is currently improved with a 1,000 square foot single-story masonry garage building (picture attached). The City is proposing the Map Amendment to C-3 Depot Mixed-Use Zoning District in order to help make this corner parcel more conducive to development, given its location, surrounding and nearby uses, and unusual shape.

In considering Zoning Map Amendments, the City Council should evaluate the request based on a balance of the following standards (note that not all standards must be met and, in some cases, may not be applicable):

- (a) The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- (b) The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.
- (c) The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.
- (d) The proposed amendment makes it more feasible to develop property relative to the present zoning classification of the property.

(e) The proposed amendment facilitates the development of property, including vacant property, in contrast to the development of other property in the vicinity.

(f) The proposed amendment addresses the community need for a specific use.

(g) The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

(h) The proposed amendment rectifies existing nonconformities and, if so, the extent of such nonconformities.

(i) The proposed amendment is consistent with the intent of the Comprehensive Plan, this Zoning Code, and the other land use policies of the city.

City staff believes the balance of the standards have been met. In particular, the rezoning of the Property to C-3 Depot Mixed Use Zoning District is consistent with and compatible with the uses, character, and zoning of other properties nearby to the west on Stanley Avenue, will make redevelopment of this small, oddly shaped parcel more feasible than the current Industrial Zoning District designation, and will facilitate the development of this vacant Property.

Attached are:

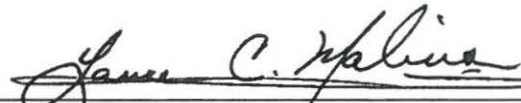
A certificate of publication for the public hearing;

Two photos of the Property; and

City Zoning Maps and Cook County GIS map with the Property identified.

Please feel free to contact me with any questions.

Signed:



Lane C. Malina, Executive Secretary
Zoning, and Development Commission
City of Berwyn

CITY OF BERWYN

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BERWYN TO REZONE PROPERTY AT 3100 S. RIDGELAND AVENUE FROM I – INDUSTRIAL ZONING DISTRICT TO C-3 DEPOT MIXED-USE ZONING DISTRICT

WHEREAS, a request seeking approval of a zoning map amendment rezoning property located at 3100 S. Ridgeland Avenue, Berwyn, Illinois (the “Property”) from I - Industrial Zoning District to C-3 Depot Mixed-Use Zoning District (the “Proposed Map Amendment”) was initiated by the City of Berwyn; and

WHEREAS, a map amendment requires approval of an Ordinance following a public hearing by the City Council per Section 1252.03(E) (Zoning Applications) of the Zoning Code of the City of Berwyn (“Zoning Code”); and

WHEREAS, the Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Proposed Map Amendment has been referred to the City Council and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on August 23, 2022, the City Council held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, heard public comment relative to the Proposed Map Amendment; and

WHEREAS, the City Council, after considering all of the materials, facts and circumstances affecting the Proposed Amendment, finds that the Proposed Map Amendment satisfies the standards set forth in Section 1252.03(E)(3) of the Zoning Code relating to zoning map amendments, approves the Proposed Map Amendment as set forth below, and finds such Amendment to be in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Berwyn, Cook County and State of Illinois, as follows:

Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Findings on Proposed Map Amendment. The City Council, after considering all of the materials, facts and circumstances affecting the Proposed Map

KLEIN, THORPE & JENKINS LTD INC
3100 S. RIDGELAND AVENUE

ADORDERNUMBER: 0001147386-01

PO NUMBER: 3100 S. RIDGELAND AVENUE

AMOUNT: 476.00

NO OF AFFIDAVITS: 1

Chicago Sun-Times Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 08/09/2022

Chicago Sun-Times

CITY OF BERWYN LEGAL NOTICE/NOTICE OF PUBLIC HEARING

Notice is hereby given to all interested persons that the City Council of the City of Berwyn will hold a public hearing on Tuesday, the 23rd day of August, 2022, in the City of Berwyn Council Chambers on the second floor, located at 6700 West 26th Street, Berwyn, Illinois, at the hour of 7:00 P.M. or as soon thereafter as the business of the City Council permits, to consider the following:

The request of the City of Berwyn (the "Applicant"), for approval of a Map Amendment to rezone property located within what is presently the I-Industrial Zoning District, at the address commonly known as 3100 S. Ridgeland Avenue, Berwyn, Illinois (the "Property") (also designated in some County websites as 6415 Starley Avenue). The Map Amendment proposes rezoning the Property to a C-3 Depot Mixed-Use Zoning District designation. The Property proposed to be rezoned is legally described as follows:

ALL THAT PART OF LOT 1 LYING EAST OF A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID LOT FROM A POINT IN THE NORTH LINE THEREOF 32.38 FEET EAST OF THE NORTHWEST CORNER THEREOF AND EXTENDING ACROSS SAID LOT TO THE SOUTH LINE THEREOF, IN LYLE'S RESUBDIVISION (EXCEPT LOT 21 AND DEPOT LOT) IN FLEMING AND SILL'S RESUBDIVISION OF BLOCK 1 IN FLEMING AND SILL'S SUBDIVISION OF BLOCK 1 TO 16 IN LAVERGNE AND THE EAST 1/2 OF THE NORTH-EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3100 S. RIDGELAND AVENUE, BERWYN, ILLINOIS.

PIN: 16-31-206-003-0000

The Property is currently improved with a 1000 square foot single-story masonry garage building. The Applicant proposes the Map Amendment to C-3 Depot Mixed-Use Zoning District in order to help make this corner parcel more conducive to development, given its location, surrounding and nearby uses, and unusual shape.

A Map Amendment allowing the Property presently located in the I-Industrial Zoning District at 3100 S. Ridgeland Avenue to be rezoned to a designation of C-3 Depot Mixed-Use Zoning District may be granted where the standards applicable to a map amendment set forth in Section 1252.03 of the Zoning Code of the City of Berwyn are found to have been met.

During the Public Hearing the City Council will hear testimony from and consider any evidence presented by persons interested to speak on this matter. In addition, objections and other comments, if any, relating to the proposed Map Amendment request may be submitted to City Clerk Margaret Paul at mpsul@ci.berwyn.il.us, or at 6700 West 26th Street, Berwyn, Illinois, prior to 4:00 P.M. the day of the Public Hearing.

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act.

Dated this 8th Day of August, 2022

By Order of the City of Berwyn City Council
Margaret Paul, City Clerk
#1147386

8/9/2022

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

By



Robin Munoz

Manager | Recruitment & Legals

This 9th Day of August 2022 A.D.

KLEIN, THORPE & JENKINS LTD INC
20 N WACKER DR STE 1660
ATTN: JEAN CHARPENTIER
CHICAGO, IL 60606-2903

H-2



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444
DD 312 984 6432
lcmalina@ktjlaw.com

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

MEMORANDUM

To: Mayor Robert J. Lovero and Members of the City Council
From: Lance C. Malina, Executive Secretary of the Zoning, Planning and Development Commission
Date: September 19, 2022
Re: Report on Proposed Map Amendment – 3100 S. Ridgeland Avenue/6415 Stanley Avenue

The City of Berwyn has proposed that the properties located at 3100 S. Ridgeland Avenue and 6415 Stanley Avenue (collectively, the "Properties") be rezoned via a Zoning Map Amendment from I-Industrial Zoning District to C-3 Depot Mixed-Use Zoning District designations. At the previous consideration date of August 23, 2022, the rezoning of 3100 S. Ridgeland was continued to the September 27, 2022, City Council meeting date for the addition of the 6415 Stanley to the public hearing.

Pursuant to subsection 1252.03.E(2)(a)2 of the Berwyn Zoning Code, the Zoning Administrator is to prepare a report for the City Council based on the standards of 1252.03.E(3) (Standards for Zoning Amendments). The Zoning Administrator has asked me to make the report.

Proposed map amendments go directly to the City Council for a public hearing without any review or other involvement by the Zoning, Planning and Development Commission. With the addition of the 6415 Stanley property to what is being considered for rezoning here, a new notice was published on August 9, 2022 (Certificate of Publication attached) and was mailed to properties within 100 feet of the Properties per the Zoning Code. Both of the Properties proposed to be rezoned are currently improved with single-story masonry garage and/or office buildings. The City is proposing the Map Amendment to C-3 Depot Mixed-Use Zoning District in order to help make the two (2) Properties a better fit from a zoning standpoint, and more conducive to current or future development, given their location, surrounding and nearby uses, and unusual shapes.

In considering Zoning Map Amendments, the City Council should evaluate the request based on a balance of the following standards (note that not all standards must be met and, in some cases, may not be applicable):

(a) The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

(b) The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.

(c) The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

(d) The proposed amendment makes it more feasible to develop property relative to the present zoning classification of the property.

(e) The proposed amendment facilitates the development of property, including vacant property, in contrast to the development of other property in the vicinity.

(f) The proposed amendment addresses the community need for a specific use.

(g) The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

(h) The proposed amendment rectifies existing nonconformities and, if so, the extent of such nonconformities.

(i) The proposed amendment is consistent with the intent of the Comprehensive Plan, this Zoning Code, and the other land use policies of the city.

City staff believes the balance of the standards have been met. In particular, the rezoning of the Properties to C-3 Depot Mixed Use Zoning District is consistent with and compatible with the uses, character, and zoning of other properties nearby to the west on Stanley Avenue, and will make present or future redevelopment of these small, oddly shaped parcels more feasible than the current Industrial Zoning District designation. Please note that the parcel immediately to the west of the 6415 Stanley property, which includes a large electric utility installation, is not proposed for rezoning and is not a subject of the hearing.

Attached are:

The Public Hearing Notice;

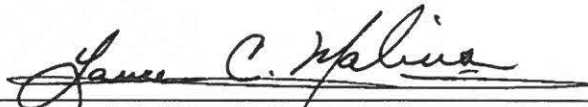
A certificate of publication for the public hearing;

Photos of the Properties;

City Zoning Maps and Cook County GIS map with the Properties identified; and

A draft Ordinance approving the proposed Map Amendments

Please feel free to contact me with any questions.

Signed: 
Lance C. Malina, Executive Secretary
Zoning, and Development Commission
City of Berwyn

CITY OF BERWYN

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BERWYN TO REZONE PROPERTIES AT 3100 S. RIDGELAND AVENUE AND 6415 STANLEY AVENUE FROM I – INDUSTRIAL ZONING DISTRICT TO C-3 DEPOT MIXED-USE ZONING DISTRICT

WHEREAS, a request seeking approval of a zoning map amendment rezoning properties located at 3100 S. Ridgeland Avenue (the “3100 S. Ridgeland Property”) and 6415 Stanley Avenue (the “6415 Stanley Property”), Berwyn, Illinois (collectively, the “Properties”) from I - Industrial Zoning District to C-3 Depot Mixed-Use Zoning District (the “Proposed Map Amendment”) was initiated by the City of Berwyn; and

WHEREAS, a map amendment requires approval of an Ordinance following a public hearing by the City Council per Section 1252.03(E) (Zoning Applications) of the Zoning Code of the City of Berwyn (“Zoning Code”); and

WHEREAS, the Properties are legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Proposed Map Amendment has been referred to the City Council and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on September 27, 2022, the City Council held a public hearing on the Application pursuant to notice thereof given in the manner required by law, and, heard public comment relative to the Proposed Map Amendment; and

WHEREAS, the City Council, after considering all of the materials, facts and circumstances affecting the Proposed Map Amendment, finds that the Proposed Map Amendment satisfies the standards set forth in Section 1252.03(E)(3) of the Zoning Code relating to zoning map amendments, approves the Proposed Map Amendment as set forth below, and finds such Amendment to be in the best interests of the City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Berwyn, Cook County and State of Illinois, as follows:

Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Findings on Proposed Map Amendment. The City Council, after considering all of the materials, facts and circumstances affecting the Proposed Map Amendment, finds that the Proposed Map Amendment is, in the case of 3100 S. Ridgeland, likely to facilitate redevelopment of the Property. Such redevelopment will benefit the general community and property values in the vicinity, and will allow the redevelopment of the unusually shaped vacant Property at 3100 S. Ridgeland. In addition, the nearby C-3 Depot Mixed-Use Zoning District uses provide a good fit with both of the rezoned Properties.

The City Council, based on the above, finds that the Application satisfies the following standards set forth in Section 1252.03(E)(3) of the Zoning Code relating to zoning map amendments:

- The Proposed Map Amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public;
- The Proposed Map Amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the Properties;
- The Proposed Map Amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner;
- The Proposed Map Amendment makes it more feasible to develop the 3100 S. Ridgeland Property as opposed to the present I - Industrial zoning classification of the Property;
- The Proposed Map Amendment facilitates the development of the 3100 S. Ridgeland Property in contrast to the development of other property in the vicinity;
- The Proposed Map Amendment is consistent with the intent of the Comprehensive Plan, as amended or as will be amended, the Zoning Code, and the other land use policies of the City.

Section 3: Approval of the Proposed Map Amendment. The City Council, acting pursuant to its authority as a home rule community, the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves the Proposed Map Amendment for the Properties located at 3100 S. Ridgeland Avenue and 6415 Stanley Avenue, Berwyn, Illinois. The Official Zoning Map of the City of Berwyn, Cook County, Illinois, as amended, is further amended by amending the zoning classification of the Properties legally described in **Exhibit A**, from I - Industrial Zoning District, to a C-3 Depot Mixed-Use Zoning District designation.

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this ____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2022.

Robert J. Lovero, Mayor

ATTEST:

Margaret Paul, City Clerk

Published by me in pamphlet form this ____ day of _____, 2022.

Margaret Paul, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL THAT PART OF LOT 1 LYING EAST OF A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID LOT FROM A POINT IN THE NORTH LINE THEREOF 32.39 FEET EAST OF THE NORTHWEST CORNER THEREOF AND EXTENDING ACROSS SAID LOT TO THE SOUTH LINE THEREOF, IN LYLE'S RESUBDIVISION (EXCEPT LOT 21 AND DEPOT LOT) IN FLEMING AND SILL'S RESUBDIVISION OF BLOCK 1 IN FLEMING AND SILL'S SUBDIVISION OF BLOCK 1 TO 16 IN LAVERGNE AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**COMMONLY KNOWN AS: 3100 S. RIDGELAND AVENUE, BERWYN, ILLINOIS.
PIN: 16-31-206-003-0000**

and

THAT PART OF LOT 1 LYING WEST OF A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID LOT FROM A POINT IN THE NORTH LINE THEREOF 32.39 FEET EAST OF THE NORTHWEST CORNER THEREOF AND EXTENDING ACROSS SAID LOT 1 TO THE SOUTH LINE THEREOF AND THAT PART OF LOT 2 LYING EAST OF A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT FROM A POINT ON THE NORTH LINE THEREOF 67.61 FEET WEST OF THE NORTHEAST CORNER THEREOF, EXTENDING ACROSS SAID LOT TO THE SOUTH LINE THEREOF, IN LYLE'S RESUBDIVISION (EXCEPT LOT 21 AND DEPOT LOT) OF FLEMING AND SILL'S RESUBDIVISION OF BLOCK 1 IN FLEMING AND SILL'S SUBDIVISION OF BLOCK 1 AND 16 IN LA VERGNE IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**COMMONLY KNOWN AS: 6415 STANLEY AVENUE, BERWYN, ILLINOIS.
PIN: 16-31-206-002-0000**

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Margaret Paul, Clerk of the City of Berwyn, in the County of Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BERWYN TO REZONE PROPERTIES AT 3100 S. RIDGELAND AVENUE AND 6415 STANLEY AVENUE FROM I – INDUSTRIAL ZONING DISTRICT TO C-3 DEPOT MIXED-USE ZONING DISTRICT

which Ordinance was passed by the City Council of the City of Berwyn at a Regular City Council Meeting on the ___ day of _____, 2022, at which meeting a quorum was present, and approved by the Mayor of the City of Berwyn on the ___ day of _____, 2022.

I further certify that the vote on the question of the passage of said Ordinance by the City Council of the City of Berwyn was taken by Ayes and Nays and recorded in the minutes of the City Council of the City of Berwyn, and that the result of said vote was as follows, to-wit:

AYES:

NAYS:

ABSENT:

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Berwyn, this ___ day of _____, 2022.

City Clerk

[SEAL]

**CITY OF BERWYN
LEGAL NOTICE/NOTICE OF PUBLIC HEARING**

Notice is hereby given to all interested persons that the City Council of the City of Berwyn will hold a public hearing on Tuesday, the 27th day of September, 2022, in the City of Berwyn Council Chambers on the second floor, located at 6700 West 26th Street, Berwyn, Illinois, at the hour of 7:30 P.M. or as soon thereafter as the business of the City Council permits, to consider the following:

The request of the City of Berwyn (the "Applicant"), for approval of a Map Amendment to rezone properties located within what is presently the I-Industrial Zoning District, at the addresses commonly known as 3100 S. Ridgeland Avenue and 6415 Stanley Avenue, Berwyn, Illinois (the "Properties"). The Map Amendment proposes rezoning the Properties to a C-3 Depot Mixed-Use Zoning District designation. The Properties proposed to be rezoned are legally described as follows:

ALL THAT PART OF LOT 1 LYING EAST OF A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID LOT FROM A POINT IN THE NORTH LINE THEREOF 32.39 FEET EAST OF THE NORTHWEST CORNER THEREOF AND EXTENDING ACROSS SAID LOT TO THE SOUTH LINE THEREOF, IN LYLE'S RESUBDIVISION (EXCEPT LOT 21 AND DEPOT LOT) IN FLEMING AND SILL'S RESUBDIVISION OF BLOCK 1 IN FLEMING AND SILL'S SUBDIVISION OF BLOCK 1 TO 16 IN LAVERGNE AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3100 S. RIDGELAND AVENUE, BERWYN, ILLINOIS.
PIN: 16-31-206-003-0000;

and

THAT PART OF LOT 1 LYING WEST OF A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID LOT FROM A POINT IN THE NORTH LINE THEREOF 32.39 FEET EAST OF THE NORTHWEST CORNER THEREOF AND EXTENDING ACROSS SAID LOT 1 TO THE SOUTH LINE THEREOF AND THAT PART OF LOT 2 LYING EAST OF A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT FROM A POINT ON THE NORTH LINE THEREOF 67.61 FEET WEST OF THE NORTHEAST CORNER THEREOF, EXTENDING ACROSS SAID LOT TO THE SOUTH LINE THEREOF, IN LYLE'S RESUBDIVISION (EXCEPT LOT 21 AND DEPOT LOT) OF FLEMING AND SILL'S RESUBDIVISION OF BLOCK 1 IN FLEMING AND SILL'S SUBDIVISION OF BLOCK 1 AND 16 IN LA VERGNE IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6415 STANLEY AVENUE, BERWYN, ILLINOIS.
PIN: 16-31-206-002-0000

The Properties are currently improved with a 1000 square foot single-story masonry garage building (3100 S. Ridgeland) and a single-story masonry office building (6415 Stanley). The Applicant proposes the Map Amendment to C-3 Depot Mixed-Use Zoning District in order to help make these parcels more conducive to development, given their location, surrounding and nearby uses, and unusual shapes.

A Map Amendment allowing the Properties presently located in the I-Industrial Zoning District at 3100 S. Ridgeland Avenue and 6415 Stanley Avenue to be rezoned to a designation of C-3 Depot Mixed-Use Zoning District may be granted where the standards applicable to a map amendment set forth in Section 1252.03 of the Zoning Code of the City of Berwyn are found to have been met.

During the Public Hearing the City Council will hear testimony from and consider any evidence presented by persons interested to speak on this matter. In addition, objections and other comments, if any, relating to the proposed Map Amendment request may be submitted to City Clerk Margaret Paul at mpaul@ci.berwyn.il.us, or at 6700 West 26th Street, Berwyn, Illinois, prior to 4:00 P.M. the day of the Public Hearing.

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act.

Dated this 9th Day of September, 2022

By Order of the City of Berwyn City Council
Margaret Paul, City Clerk

KLEIN, THORPE & JENKINS LTD INC
Map Amend to Rezone Properties

ADORDERNUMBER: 0001148634-01

PO NUMBER: Map Amend to Rezone Prope

AMOUNT: 641.00

NO OF AFFIDAVITS: 1

Chicago Sun-Times Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 09/09/2022

Chicago Sun-Times

IN WITNESS WHEREOF, the undersigned, being duly authorized,
has caused this Certificate to be signed

By



Robin Munoz

Manager | Recruitment & Legals

This 9th Day of September 2022 A.D.

KLEIN, THORPE & JENKINS LTD INC
20 N WACKER DR STE 1660
ATTN: JEAN CHARPENTIER
CHICAGO, IL 60606-2903

**CITY OF BERWYN
LEGAL NOTICE/NOTICE OF PUBLIC HEARING**

Notice is hereby given to all interested persons that the City Council of the City of Berwyn will hold a public hearing on Tuesday, the 27th day of September, 2022, in the City of Berwyn Council Chambers on the second floor, located at 6700 West 26th Street, Berwyn, Illinois, at the hour of 7:30 P. M. or as soon thereafter as the business of the City Council permits, to consider the following:

The request of the City of Berwyn (the "Applicant"), for approval of a Map Amendment to rezone properties located within what is presently the I-Industrial Zoning District, at the addresses commonly known as 3100 S. Ridgeland Avenue and 6415 Stanley Avenue, Berwyn, Illinois (the "Properties"). The Map Amendment proposes rezoning the Properties to a C-3 Depot Mixed-Use Zoning District designation. The Properties proposed to be rezoned are legally described as follows:

ALL THAT PART OF LOT 1 LYING EAST OF A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID LOT FROM A POINT IN THE NORTH LINE THEREOF 32.39 FEET EAST OF THE NORTHWEST CORNER THEREOF AND EXTENDING ACROSS SAID LOT TO THE SOUTH LINE THEREOF, IN LYLE'S RESUBDIVISION (EXCEPT LOT 21 AND DEPOT LOT) IN FLEMING AND SILL'S RESUBDIVISION OF BLOCK 1 IN FLEMING AND SILL'S SUBDIVISION OF BLOCK 1 TO 16 IN LAVERGNE AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3100 S. RIDGELAND AVENUE,
BERWYN, ILLINOIS.
PIN: 16-31-206-003-0000;

and

THAT PART OF LOT 1 LYING WEST OF A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID LOT FROM A POINT IN THE NORTH LINE THEREOF 32.39 FEET EAST OF THE NORTHWEST CORNER THEREOF AND EXTENDING ACROSS SAID LOT 1 TO THE SOUTH LINE THEREOF AND THAT PART OF LOT 2 LYING EAST OF A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID LOT FROM A POINT ON THE NORTH LINE THEREOF 67.61 FEET WEST OF THE NORTHEAST CORNER THEREOF EXTENDING ACROSS SAID LOT TO THE SOUTH LINE THEREOF, IN LYLE'S RESUBDIVISION (EXCEPT LOT 21 AND DEPOT LOT) OF FLEMING AND SILL'S RESUBDIVISION OF BLOCK 1 IN FLEMING AND SILL'S SUBDIVISION OF BLOCK 1 AND 16 IN LA VERGNE IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6415 STANLEY AVENUE,
BERWYN, ILLINOIS.
PIN: 16-31-206-002-0000

The Properties are currently improved with a 1000 square foot single-story masonry garage building (3100 S. Ridgeland) and a single-story masonry office building (6415 Stanley). The Applicant proposes the Map Amendment to C-3 Depot Mixed-Use Zoning District in order to help make these parcels more conducive to development, given their location, surrounding and nearby uses, and unusual shapes.

A Map Amendment allowing the Properties presently located in the I-Industrial Zoning District at 3100 S. Ridgeland Avenue and 6415 Stanley Avenue to be rezoned to a designation of C-3 Depot Mixed-Use Zoning District may be granted where the standards applicable to a map amendment set forth in Section 1252.03 of the Zoning Code of the City of Berwyn are found to have been met.

During the Public Hearing the City Council will hear testimony from and consider any evidence presented by persons interested to speak on this matter. In addition, objections and other comments, if any, relating to the proposed Map Amendment request may be submitted to City Clerk Margaret Paul at mpaul@ci.berwyn.il.us, or at 6700 West 26th Street, Berwyn, Illinois, prior to 4:00 P.M. the day of the Public Hearing.

The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act.

Dated this 9th Day of September, 2022

By Order of the City of Berwyn City Council
Margaret Paul, City Clerk
9/9/2022 #1148634

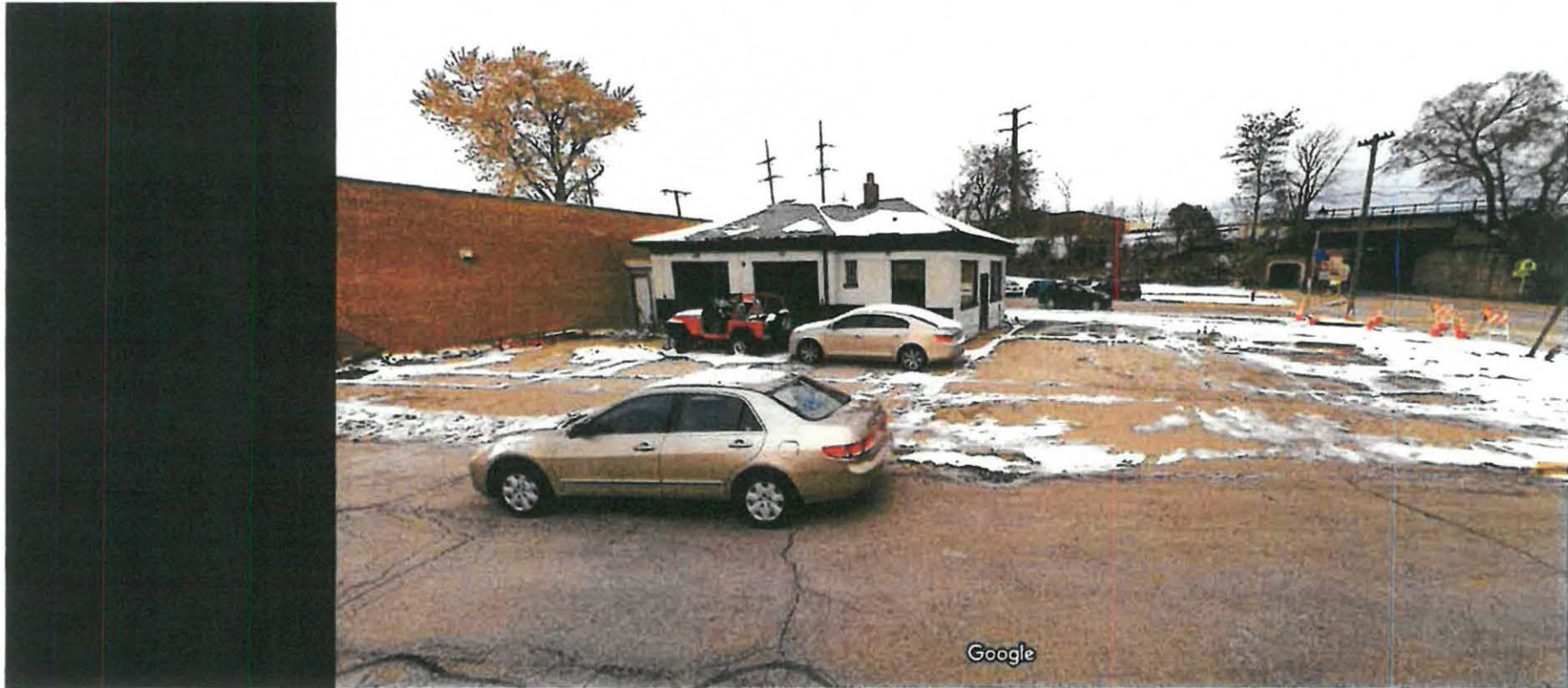


Image capture: Nov 2019 © 2022 Google

← 3100 Ridgeland Ave

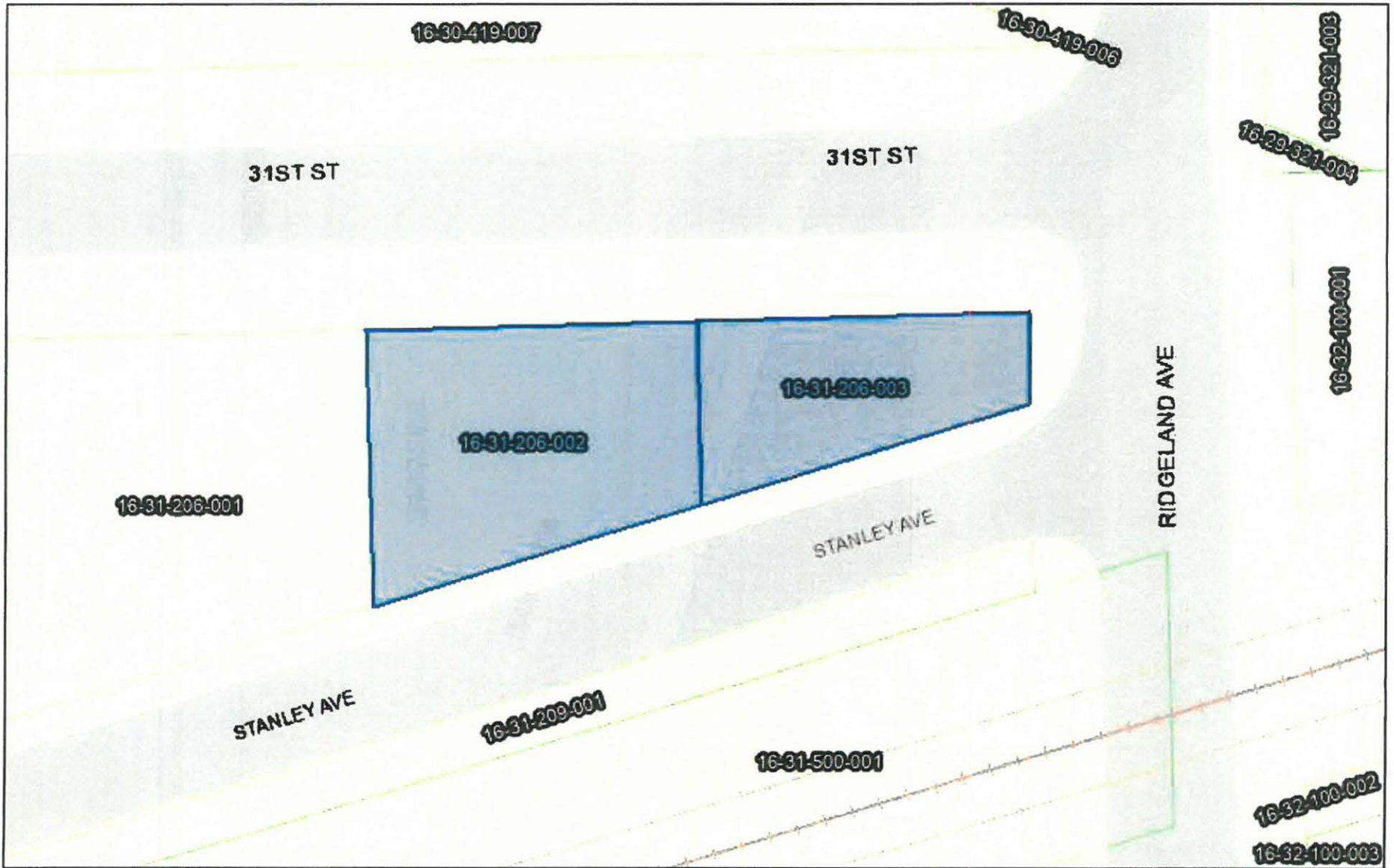
All Street View & 360°

3100 S. RIDGELAND

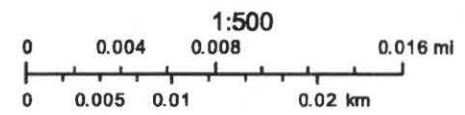


6415 STANLEY

PINs 16-31-206-002 & 16-31-206-003

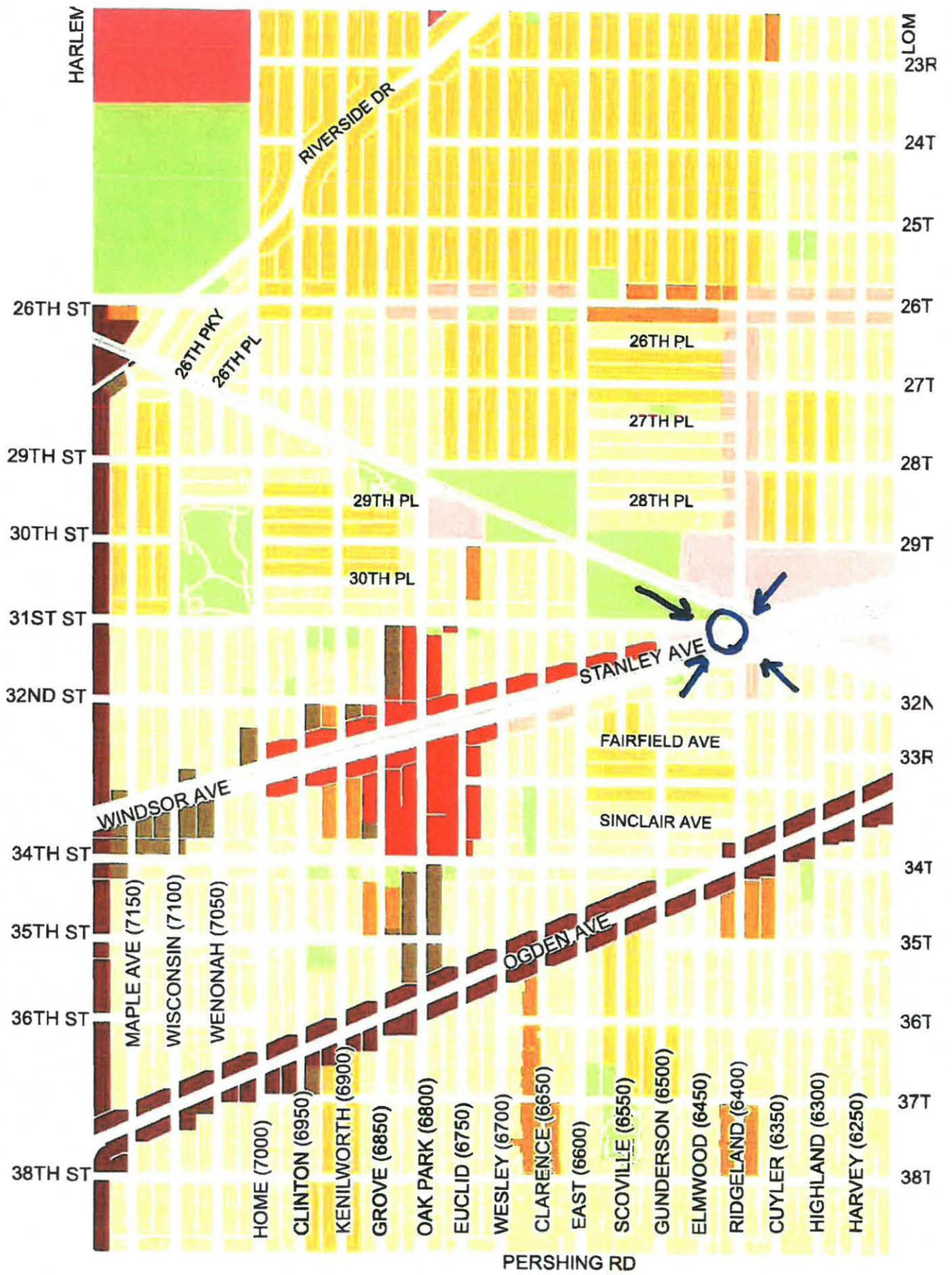


September 19, 2022



Cook County GIS Dept
Cook County GIS Department

City of Berwyn Zoning M.



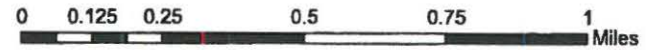
City of Berwyn Zoning Map



Berwyn Zoning Districts

New Zoning Districts

- C-1 Neighborhood Mixed-Use District
- C-2 Traditional Mixed-Use District
- C-3 Depot Mixed-Use District
- C-4 Corridor Commercial District
- R-1 Single-Family Residence District
- R-2 Bungalow District
- R-3 Two-Family Residence District
- R-4 Multi-Family Residence District
- I Industrial District
- P Public Areas District



The City of Berwyn



**Alicia Ruiz
6th Ward Alderman**

A Century of Progress with Pride

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

September 23, 2022

Mayor Lovero
City Council Members

RE: HHM Parade Overflow

Dear Council Members:

There has been great response from community organizations, schools, and businesses registered to partake in the Hispanic Heritage Month Parade. I believe this much participation may quickly fill up Gunderson Avenue from 16th – 21st streets. Therefore, I would like to request for additional clearance of the Vacin Fairway (north side only) from Gunderson to Scoville Avenues from 10:00am-1:00pm. This space will be used for any overflow of parade participants if needed.

Respectfully,

Alicia M. Ruiz
6th Ward Alderman

I-1



Mayor
Robert J. Lovero

BERWYN POLICE DEPARTMENT

"Serving with Pride"



Chief of Police
Michael D. Cimaglia

J-1

September 06, 2022

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

Re: Berwyn's Hispanic Parade and Festival

I have received a request to conduct a Hispanic Heritage Month Parade and Festival from Alderman Alicia Ruiz. Alderman Ruiz advised me that the participants will be meeting and assembling at Lincoln Middle School located at 16th Street between Gunderson and Elmwood Avenues and then proceed west on 16th Street to East Avenue, then south on East Avenue to the Vacin Fairway, turning west into the Vacin Fairway where the festival will take place. The festival will be set up in the Vacin Fairway between East and Clarence Avenues.

Assembly for the parade will begin at 11:00am and the parade will start moving west on 16th Street at noon. The festival will then run until approximately 5:00pm.

The City of Berwyn, through the Berwyn Police Chief, Michael D. Cimaglia, **grants permission and authorizes** the procession of the Hispanic Heritage Parade and Festival. The Berwyn Police Department will also provide Auxiliary Police Officers to lead the parade and to secure the parade route and make sure that the procession moves along in a safe manner; in accordance with Berwyn City Ordinance 1020.05.

If you have any questions or concern please feel free to contact me at my below contact information.

Thanks,

Michael D. Cimaglia

Chief of Police

Berwyn Police Department

6401 West 31st Street

Berwyn, Illinois 60402

Phone: 708-795-2100

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-2

A Century of Progress with Pride

September 27, 2022

Margaret M. Paul
City Clerk
City of Berwyn
6700 W. 26th Street
Berwyn, Illinois 60402

Re: Communication from the City Attorney

Dear Clerk Paul:

Please put this communication on the September 27, 2022 Agenda.

Very truly yours,

Anthony T. Bertuca

Anthony T. Bertuca
City Attorney



A Century of Progress with Pride

September 27, 2022

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

Re: Complaint Referred to the Berwyn Ethics Commission

Ladies and Gentlemen:

At the Berwyn City Council Meeting on August 5, 2022, Agenda Item "I-3" was referred by a vote of eight (8) to (0) zero to the Berwyn Ethics Commission.

As you may know, I am the City of Berwyn's Ethic's Advisor, and in that capacity and on behalf of the Ethics Commission, this letter is provided. Section 209.07 of the Ethics Ordinance (Chapter 209 of the City Code) sets forth the scope and jurisdiction of the Ethics Commission. More specifically, the Ethics Commission's scope of authority is limited to Chapter 209, Sections 209.02 (Prohibited Political Activities) and 209.03 (Gift Ban). As your complaint does not allege a violation of Chapter 209, the Ethics Commission has no jurisdiction over your complaint. Accordingly, the Ethics Commission deems your complaint insufficient to allege a violation, as the allegations made do not relate to the prohibited conduct enumerated in Chapter 209. Based on the foregoing, the Ethics Commission will close its file on this matter and will not conduct any future proceeding related to your complaint.

If you would still desire to have your listed issues investigated to provide clarity for the community, I would recommend referring this matter to Attorney Joseph M. Gagliardo of Laner Muchin Ltd. Law firm. This law firm specializes in Labor Law and Ethics violations, and in my opinion, he and his firm would do an excellent job investigating and answering your concerns.

I have personally presided over matters the firm has presented, and am confident that they would do a complete and thorough investigation of the enumerated issues.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Anthony T. Bertuca".

Anthony T. Bertuca
City Attorney

Attachment

The City of Berwyn



Joseph Carmichael
8th Ward Alderman

A Century of Progress with Pride

6700 West 26th Street Berwyn, Illinois 60402-0701

I-3

August 5th, 2022

Request for City Council to formally file a unified complaint to the Berwyn Ethics Commission regarding the termination of Sarah Lopez

To my colleagues on City Council

I would like to start by thanking Mayor Lovero for doing the right thing and terminating the employment of Sarah Lopez. In the statement Mayor Lovero released, this past Monday August 1st, he mentioned that he had reached the end of a months-long investigation. However, the timeline on which it occurred calls into question whether this firing was the rational ending to a bureaucratic process or instead a reactionary response, after months of inaction, to the incident making its way into the public eye. The incident, which occurred on May 11th, of which Mayor Lovero was made aware of shortly thereafter, comes to a resolution within less than a week of Mayor Lovero's return from vacation. Regardless of whether or not any impropriety occurred, the appearance of impropriety is overwhelming. This has caused many in our community to feel wronged and distrustful of our government as demonstrated by the numerous residents who attended the previous city council to voice their discontent. I believe the best and most appropriate avenue for impartially addressing this matter would be to refer it to the Berwyn Ethics Commission.

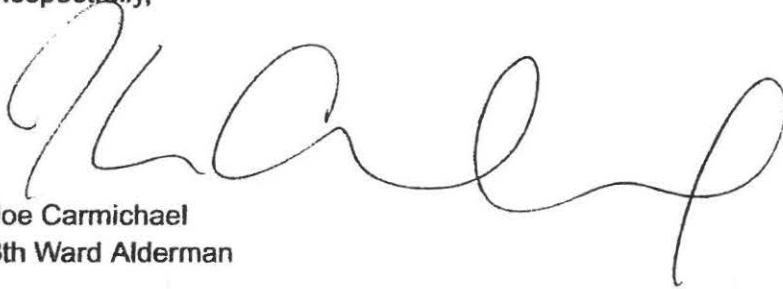
I believe the goal of the commission should be to provide clarity for the community on the following issues:

- 1) When did the disciplinary process begin?
- 2) What were the steps of the investigation that needed to be carried out in order to reach the conclusion that termination was the proper discipline?
- 3) Were there previous complaints of discrimination or harrassment regarding Sarah Lopez?
- 4) What actions were taken to prevent Sarah Lopez from interacting with the public as a city employee once the city was made aware of this incident?
- 5) Do Sarah Lopez's blight tickets show a pattern of discrimination?

Additionally, I would ask that City Treasurer Robert Reyes recuse himself from participating in the investigation to remove any notion of a conflict of interest, due to his belonging to Mayor Lovero's political party, his position within city government and his previous donation to Ms Lopez's campaign for school board.

In order for our city to truly heal and move forward, we need to be assured that this incident was handled with the severity and care it deserves. That can only be done through a thorough investigation. Therefore, I ask that my colleagues on city council join me in formally filing a unified complaint to the Berwyn Ethics Commission to be completed in a timely manner. I also ask that Mayor Lovero fully cooperate with this investigation as to show good faith toward residents concerned about transparency. I commend Alderperson Arenella for holding an emergency administrative meeting to help foster an environment where this behavior is not tolerated and does not happen again. I am hopeful that we as a community can come together and continue taking steps toward ensuring that all residents feel valued, welcome and safe here in Berwyn.

Respectfully,

A handwritten signature in black ink, appearing to read "Joe Carmichael". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Joe Carmichael
8th Ward Alderman

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-3

A Century of Progress with Pride

September 27, 2022

To: Mayor Robert J. Lovero & City Council Members

From: Anthony Bertuca, City Attorney
Nicole Campbell, Senior Engineer

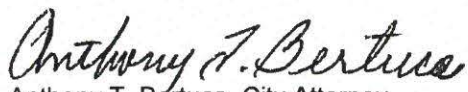
Re: Resolution authorizing submittal of a grant application for Illinois Transportation Enhancement Program (ITEP) funds for 34th Street Improvements

The City is submitting an ITEP application for roadway and pedestrian improvements along 34th Street. The scope of the project will include signal improvements, pedestrian safety, roadway safety, resurfacing, patching, curb and gutter, green infrastructure, sidewalk and utilities. In order to submit an application for this grant opportunity, the attached resolution must be approved by Council and submitted to the Illinois Department of Transportation (IDOT).

Please note that this project has also been allocated Surface Transportation Program (STP) funds in order to initiate design engineering (see attached for reference) and \$436,800.00 in CCRSSA (Covid relief) funding. Additional grant opportunities will also be applied for, for construction costs and local match requirements.

It is recommended that the Council approve the attached resolution to accompany the grant application.

Sincerely,


Anthony T. Bertuca, City Attorney


Nicole Campbell, Senior Engineer

CHAIRMAN

Alice Gallagher
Village of Western Springs

MEMBER COMMUNITIES

Mayor Robert Lovero
City of Berwyn

President Kit Ketchmark
Village of Brookfield

President Larry Dominick
Town of Cicero

Mayor Sean McDermott
City of Countryside

President Thomas Heller
Village of Forest View

President Noel Cummings
Village of Hodgkins

President Tom Hinshaw
Village of Indian Head Park

President Tom Livingston
Village of LaGrange

President Dr. Jim Discipio
Village of LaGrange Park

President Christopher Getty
Village of Lyons

President Terry Carr
Village of McCook

President Ben Sells
Village of Riverside

President Jeff Walik
Village of Stickney

President Sergio Rodriguez
Village of Summit

President Alice Gallagher
Village of Western Springs

COUNCIL LIAISON

Michael Fricano



CENTRAL
COUNCIL OF MAYORS

c/o WCMC
2000 Fifth Avenue, Building N
River Grove, Illinois 60171
Ph 708/453-9100 Fax 708/453-9101

October 26, 2020

Nicole Campbell
Senior Engineer
City of Berwyn
6700 26th Street
Berwyn, IL 60402

Via email to ncampbell@ci.berwyn.il.us

Dear Nicole:

On October 14, 2020, the CMAP Board and MPO Policy Committee approved the FFY 2021 – 2025 STP – Local program that was approved by the Central Council on July 22, 2020. The approved program includes the below funding for the **34th Street Improvements** project. The TIP ID for this project is **05-20-0014**. Please use this ID in all project correspondence with CMAP.

Based on the funding commitments included in your project application, the maximum federal participation in each phase of this project will be limited to the percentage in the above table. This match percentage will be maintained for each phase, regardless of changes to the total cost of the phase.

For phases that are programmed in FFY 2021, funding is available immediately, and must be obligated as described below no later than September 30, 2021. For phases that are programmed in later years, funding will become available on October 1 of the programmed year.

All STP – Local projects are subject to the [Active Program Management \(APM\)](#) policies adopted by the CMAP STP Project Selection Committee on September 25, 2018. These policies are available at the link above and are attached to this letter. Highlights of these policies are provided below.

Designated Project Managers

Project sponsors must designate a technical project manager and a financial project manager by completing the attached Project Manager Designation form and returning the form to **Michael Fricano via email to mfricano@westcook.org, by Friday, November 20, 2020**. All future correspondence from Central Council or CMAP regarding this project will only be sent to the designated project managers.

Quarterly Status Updates

FFY	Phase	STP-Local	Local Match	Total Cost	Match Source(s)
2023	ENG 1	\$436,800	\$131,040	\$567,840	Local
2025	ENG 2	\$254,520	\$76,356	\$330,876	Local

Status updates must be submitted by either the technical or financial project manager every December, March, June, and September, beginning in December 2020, until the project is completed. Instructions for completing the status updates

CHAIRMAN

Alice Gallagher
Village of Western Springs

MEMBER COMMUNITIES

Mayor Robert Lovero
City of Berwyn

President Kit Ketchmark
Village of Brookfield

President Larry Dominick
Town of Cicero

Mayor Sean McDermott
City of Countryside

President Thomas Heller
Village of Forest View

President Noel Cummings
Village of Hodgkins

President Tom Hinshaw
Village of Indian Head Park

President Tom Livingston
Village of LaGrange

President Dr. Jim Discipio
Village of LaGrange Park

President Christopher Getty
Village of Lyons

President Terry Carr
Village of McCook

President Ben Sells
Village of Riverside

President Jeff Walik
Village of Stickney

President Sergio Rodriguez
Village of Summit

President Alice Gallagher
Village of Western Springs

COUNCIL LIAISON

Michael Fricano



CENTRAL
COUNCIL OF MAYORS

c/o WCMC
2000 Fifth Avenue, Building N
River Grove, Illinois 60171
Ph 708/453-9100 Fax 708/453-9101

will be sent to the designated project managers on or before December 1, 2020. A sample update form is attached. Updates are required even when there has been no project activity since the last reporting period. Status updates may be submitted on any day during the required months. Updates submitted during any other month of the year, unless specifically requested by the Central or CMAP, will not be considered official submittals and will not satisfy the quarterly status update requirement of the APM policies. Failure to submit a required status update may result in project delays or removal from the STP – Local program. Projects removed from the program must re-apply for funds during the next call for projects cycle.

Obligation Deadlines

Funds are programmed for project phases in a specific federal fiscal year (FFY) and must be obligated by FHWA or FTA no later than the final day of that FFY, as shown in the table below.

Phases programmed in FFY	as of	must be obligated by:
2021	October 1, 2020	September 30, 2021
2022	October 1, 2021	September 30, 2022
2023	October 1, 2022	September 30, 2023
2024	October 1, 2023	September 30, 2024
2025	October 1, 2024	September 30, 2025

A FHWA obligation occurs when funds are authorized in FHWA’s Financial Management Information System (FMIS) database. The obligation typically occurs on or around the date that IDOT signs the Local Agency Agreement that was executed by the local agency. Further details on actions needed to obligate each phase can be found in the APM policies.

If programmed funds are not obligated by the deadline, the entire project may be removed from the STP program, and all funding may be reallocated to other project(s) that can meet the obligation deadlines. As described in the APM policies, sponsors will have an opportunity following the March status updates each year to request a one-time six month extension of the deadline or to voluntarily be removed from the program and placed in the contingency program for future funding consideration.

In order to meet the APM requirements, Central Council recommends you begin the following activities within the next 3-4 weeks:

CHAIRMAN

Alice Gallagher
Village of Western Springs

MEMBER COMMUNITIES

Mayor Robert Lovero
City of Berwyn

President Kit Ketchmark
Village of Brookfield

President Larry Dominick
Town of Cicero

Mayor Sean McDermott
City of Countryside

President Thomas Heller
Village of Forest View

President Noel Cummings
Village of Hodgkins

President Tom Hinshaw
Village of Indian Head Park

President Tom Livingston
Village of LaGrange

President Dr. Jim Discipio
Village of LaGrange Park

President Christopher Getty
Village of Lyons

President Terry Carr
Village of McCook

President Ben Sells
Village of Riverside

President Jeff Walik
Village of Stickney

President Sergio Rodriguez
Village of Summit

President Alice Gallagher
Village of Western Springs

COUNCIL LIAISON

Michael Fricano



c/o WCMC
2000 Fifth Avenue, Building N
River Grove, Illinois 60171
Ph 708/453-9100 Fax 708/453-9101

- Complete the Project Manager Designation form (due **Friday, November 20, 2020**)
- Begin gathering data needed for the first quarterly status update
- Meet with Michael Fricano to discuss the project and APM requirements
- Ensure your GATA registration is up-to-date
- **If funding is for ENG1:**
 - **Consider a pre-phase 1 kick-off meeting with IDOT and your PL**
 - **Begin/complete QBS to select a consultant**
 - **Upon completion of QBS, submit 5310 and engineering agreement**
 - **Upon IDOT execution of agreement, begin phase 1 with an official kick-off meeting**
- **If funding is for ENG2:**
 - Begin/complete QBS to select a consultant
 - Secure DA (if not already done)
 - Upon completion of QBS and receipt of DA, submit 5310 and engineering agreement
 - Upon IDOT execution of agreement, begin phase 2 with an official kick-off meeting

Should you have any questions regarding this award, please contact Michael Fricano.

Sincerely,

Michael Fricano
Central Council

enclosures

cc:
Kama Dobbs, Senior Program Analyst, CMAP (via email)
Marilyn Solomon (via email)
eTIP database project file

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER

**A RESOLUTION AUTHORIZING THE CITY OF BERWYN, COOK
COUNTY, ILLINOIS THE SUBMITTAL OF A GRANT APPLICATION FOR
THE ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM FUNDS
FOR THE 34TH STREET CORRIDOR IMPROVEMENT PROJECT**

ROBERT J. LOVERO, Mayor
MARGARET PAUL, City Clerk

JAMES "SCOTT" LENNON
JAMES WOYWOOD
RICHARD LEJA
ROBERT W. FEJT
ROBERT PABON
ALICIA M. RUIZ
MARYBETH ARENELLA
JOSEPH CARMICHAEL
Aldermen

RESOLUTION NO.: _____

**A RESOLUTION AUTHORIZING THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
THE SUBMITTAL OF A GRANT APPLICATION FOR THE ILLINOIS
TRANSPORTATION ENHANCEMENT PROGRAM FUNDS
FOR THE 34TH STREET CORRIDOR IMPROVEMENT PROJECT**

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

WHEREAS, the Mayor and the City Council of the City of Berwyn (the “Corporate Authorities”) seek project funding through the programs offered by outside entities utilizing Federal or State, grant or loan funds; and

WHEREAS, federal grant funding is available through the Illinois Transportation Enhancement Program (ITEP) up to 80% of eligible project costs administered by the Illinois Department of Transportation (IDOT); and

WHEREAS, these ITEP funds are to be utilized to fund projects which enhance the transportation system by serving a transportation need or by providing a transportation use or benefit; and

WHEREAS, the City has plans to construct streetscape improvements on 34th Street from Harlem Avenue to Ridgeland Avenue and is committed to fund at least 20% of the project with local funds; and

WHEREAS, the proposed project is eligible for funding under ITEP.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, by and through its Home Rule Powers, as follows:

Section 1: That the above recitals and legislative findings are incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: an application to be made to the Illinois Department of Transportation for a grant, under the Illinois Transportation Enhancement Program for the purpose of funding eligible items in the 34th Street Improvement Project; and

Section 3: the City and other grant funding will provide the required local matching funds for the proposed project; and

Section 4: the Mayor of the City of Berwyn is authorized and directed to execute and submit on behalf of the City of Berwyn such application.

All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

Adopted by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of _____, 2022, pursuant to a roll call vote, as follows:

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

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____, 2022.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK

The City of Berwyn



Anthony T. Bertuca
City Attorney

J-4

A Century of Progress with Pride

September 27, 2022

To: Mayor Robert J. Lovero & City Council Members

From: Anthony Bertuca, City Attorney
Nicole Campbell, Senior Engineer

Re: Resolution authorizing submittal of a grant application for Illinois Transportation Enhancement Program (ITEP) funds for Access to Transit Improvement Project

The City is submitting an ITEP application for roadway, pedestrian and transit improvements along 26th Street. The scope of the project will include signal improvements, pedestrian safety, roadway safety, resurfacing, patching, curb and gutter, green infrastructure, sidewalk and utilities. In order to submit an application for this grant opportunity, the attached resolution must be approved by Council and submitted to the Illinois Department of Transportation (IDOT).

Please note that this project has also been allocated Surface Transportation Program (STP) funds, Invest in Cook funds and \$198,684.00 in CCRSSA (Covid relief) funding in order to initiate design engineering (see attached for reference). Additional grant opportunities will also be applied for, for construction costs and local match requirements.

It is recommended that the Council approve the attached resolution to accompany the grant application.

Sincerely,


Anthony T. Bertuca, City Attorney


Nicole Campbell, Senior Engineer

CHAIRMAN

Alice Gallagher
Village of Western Springs

MEMBER COMMUNITIES

Mayor Robert Lovero
City of Berwyn

President Kit Ketchmark
Village of Brookfield

President Larry Dominick
Town of Cicero

Mayor Sean McDermott
City of Countryside

President Thomas Heller
Village of Forest View

President Noel Cummings
Village of Hodgkins

President Tom Hinshaw
Village of Indian Head Park

President Tom Livingston
Village of LaGrange

President Dr. Jim Discipio
Village of LaGrange Park

President Christopher Getty
Village of Lyons

President Terry Carr
Village of McCook

President Ben Sells
Village of Riverside

President Jeff Walik
Village of Stickney

President Sergio Rodriguez
Village of Summit

President Alice Gallagher
Village of Western Springs

COUNCIL LIAISON

Michael Fricano

October 26, 2020

Nicole Campbell
Senior Engineer
City of Berwyn
6700 26th Street
Berwyn, IL 60402

Via email to ncampbell@ci.berwyn.il.us

Dear Nicole:

On October 14, 2020, the CMAP Board and MPO Policy Committee approved the FFY 2021 – 2025 STP – Local program that was approved by the Central Council on July 22, 2020. The approved program includes the below funding for the **Access to Transit Streetscape Improvements** project. The TIP ID for this project is **05-20-0018**. Please use this ID in all project correspondence with CMAP.

Based on the funding commitments included in your project application, the maximum federal participation in each phase of this project will be limited to the percentage in the above table. This match percentage will be maintained for each phase, regardless of changes to the total cost of the phase.

For phases that are programmed in FFY 2021, funding is available immediately, and must be obligated as described below no later than September 30, 2021. For phases that are programmed in later years, funding will become available on October 1 of the programmed year.

All STP – Local projects are subject to the [Active Program Management \(APM\)](#) policies adopted by the CMAP STP Project Selection Committee on September 25, 2018. These policies are available at the link above and are attached to this letter. Highlights of these policies are provided below.

Designated Project Managers

Project sponsors must designate a technical project manager and a financial project manager by completing the attached Project Manager Designation form and returning the form to **Michael Fricano via email to mfricano@westcook.org, by Friday, November 20, 2020.** All future correspondence from Central Council or CMAP regarding this project will only be sent to the designated project managers.

Quarterly Status Updates

FFY	Phase	STP-Local	Local Match	Total Cost	Match Source(s)
2023	ENG 1	\$295,996	\$88,800	\$384,796	Local
2025	ENG 2	\$197,331	\$59,200	\$256,531	Local

Status updates must be submitted by either the technical or financial project manager every December, March, June, and September, beginning in December 2020, until the project is completed. Instructions for completing the status updates



c/o WCMC
2000 Fifth Avenue, Building N
River Grove, Illinois 60171
Ph 708/453-9100 Fax 708/453-9101

CHAIRMAN

Alice Gallagher
Village of Western Springs

MEMBER COMMUNITIES

Mayor Robert Lovero
City of Berwyn

President Kit Ketchmark
Village of Brookfield

President Larry Dominick
Town of Cicero

Mayor Sean McDermott
City of Countryside

President Thomas Heller
Village of Forest View

President Noel Cummings
Village of Hodgkins

President Tom Hinshaw
Village of Indian Head Park

President Tom Livingston
Village of LaGrange

President Dr. Jim Discipio
Village of LaGrange Park

President Christopher Getty
Village of Lyons

President Terry Carr
Village of McCook

President Ben Sells
Village of Riverside

President Jeff Walik
Village of Stickney

President Sergio Rodriguez
Village of Summit

President Alice Gallagher
Village of Western Springs

COUNCIL LIAISON

Michael Fricano



c/o WCMC
2000 Fifth Avenue, Building N
River Grove, Illinois 60171
Ph 708/453-9100 Fax 708/453-9101

will be sent to the designated project managers on or before December 1, 2020. A sample update form is attached. Updates are required even when there has been no project activity since the last reporting period. Status updates may be submitted on any day during the required months. Updates submitted during any other month of the year, unless specifically requested by the Central or CMAP, will not be considered official submittals and will not satisfy the quarterly status update requirement of the APM policies. Failure to submit a required status update may result in project delays or removal from the STP – Local program. Projects removed from the program must re-apply for funds during the next call for projects cycle.

Obligation Deadlines

Funds are programmed for project phases in a specific federal fiscal year (FFY) and must be obligated by FHWA or FTA no later than the final day of that FFY, as shown in the table below.

Phases programmed in FFY	as of	must be obligated by:
2021	October 1, 2020	September 30, 2021
2022	October 1, 2021	September 30, 2022
2023	October 1, 2022	September 30, 2023
2024	October 1, 2023	September 30, 2024
2025	October 1, 2024	September 30, 2025

A FHWA obligation occurs when funds are authorized in FHWA’s Financial Management Information System (FMIS) database. The obligation typically occurs on or around the date that IDOT signs the Local Agency Agreement that was executed by the local agency. Further details on actions needed to obligate each phase can be found in the APM policies.

If programmed funds are not obligated by the deadline, the entire project may be removed from the STP program, and all funding may be reallocated to other project(s) that can meet the obligation deadlines. As described in the APM policies, sponsors will have an opportunity following the March status updates each year to request a one-time six month extension of the deadline or to voluntarily be removed from the program and placed in the contingency program for future funding consideration.

In order to meet the APM requirements, Central Council recommends you begin the following activities within the next 3-4 weeks:



CENTRAL
COUNCIL OF MAYORS

c/o WCMC
2000 Fifth Avenue, Building N
River Grove, Illinois 60171
Ph 708/453-9100 Fax 708/453-9101

CHAIRMAN

Alice Gallagher
Village of Western Springs

MEMBER COMMUNITIES

Mayor Robert Lovero
City of Berwyn

President Kit Ketchmark
Village of Brookfield

President Larry Dominick
Town of Cicero

Mayor Sean McDermott
City of Countryside

President Thomas Heller
Village of Forest View

President Noel Cummings
Village of Hodgkins

President Tom Hinshaw
Village of Indian Head Park

President Tom Livingston
Village of LaGrange

President Dr. Jim Discipio
Village of LaGrange Park

President Christopher Getty
Village of Lyons

President Terry Carr
Village of McCook

President Ben Sells
Village of Riverside

President Jeff Walik
Village of Stickney

President Sergio Rodriguez
Village of Summit

President Alice Gallagher
Village of Western Springs

COUNCIL LIAISON

Michael Fricano

- Complete the Project Manager Designation form (due **Friday, November 20, 2020**)
- Begin gathering data needed for the first quarterly status update
- Meet with Michael Fricano to discuss the project and APM requirements
- Ensure your GATA registration is up-to-date
- **If funding is for ENG1:**
 - **Consider a pre-phase 1 kick-off meeting with IDOT and your PL**
 - **Begin/complete QBS to select a consultant**
 - **Upon completion of QBS, submit 5310 and engineering agreement**
 - **Upon IDOT execution of agreement, begin phase 1 with an official kick-off meeting**
- **If funding is for ENG2:**
 - Begin/complete QBS to select a consultant
 - Secure DA (if not already done)
 - Upon completion of QBS and receipt of DA, submit 5310 and engineering agreement
 - Upon IDOT execution of agreement, begin phase 2 with an official kick-off meeting

Should you have any questions regarding this award, please contact Michael Fricano.

Sincerely,

Michael Fricano
Central Council

enclosures

cc:

Kama Dobbs, Senior Program Analyst, CMAP (via email)
Marilyn Solomon (via email)
eTIP database project file



TONI PRECKWINKLE
PRESIDENT
**Cook County Board
of Commissioners**

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGREN
12th District

LARRY SUFFREDIN
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

JENNIFER "SIS" KILLEN, P.E., PTOE

SUPERINTENDENT

69 West Washington Street, 24th Floor • Chicago, Illinois 60602 • (312) 603-1601

July 29, 2021

The Honorable Robert Lovero, Mayor
City of Berwyn
6700 26th Street
Berwyn, IL 60402

Re: Invest in Cook Award Notification

Dear Mayor Lovero:

The Cook County Department of Transportation and Highways (CCDOTH) is pleased to inform you that your application has been selected for funding in the 2021 *Invest in Cook* Program.

Specifically, CCDOTH is granting City of Berwyn \$88,800 for the Access to Transit Streetscape Improvements. This project as described in your application has been found to align with *Connecting Cook County*, our Long-Range Transportation Plan.

Attached you will find a draft Intergovernmental Agreement (IGA) which should be reviewed and, if necessary, modified using tracked changes. Once finalized with the County, the agreement must be approved by your Board and signed by your Official Designee before it can be presented to the Board of Commissioners for execution by Cook County. Following that, CCDOTH will provide you a Notice to Proceed, which is needed before work can begin.

Your project was one of over 60 applications received seeking more than \$23 million dollars in grants. All applications were carefully reviewed and evaluated by CCDOTH staff. We congratulate you on your selection and look forward to working closely with you on the project's implementation.

If you have any other questions or concerns, please do not hesitate to contact Tim Egan at (312) 603-1534 or by e-mail at Tim.Egan@cookcountyil.gov.

Very truly yours,

Jennifer (Sis) Killen, P.E., PTOE
Superintendent
Department of Transportation and Highways
Cook County, Illinois

cc: Tanya Anthony, Cook County Chief Administrative Officer

JK:JE:TE/1534

THE CITY OF BERWYN
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER

**A RESOLUTION AUTHORIZING THE CITY OF BERWYN, COOK
COUNTY, ILLINOIS THE SUBMITTAL OF A GRANT APPLICATION FOR
THE ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM FUNDS
FOR THE ACCESS TO TRANSIT IMPROVEMENT PROJECT**

ROBERT J. LOVERO, Mayor
MARGARET PAUL, City Clerk

JAMES "SCOTT" LENNON
JAMES WOYWOOD
RICHARD LEJA
ROBERT W. FEJT
ROBERT PABON
ALICIA M. RUIZ
MARYBETH ARENELLA
JOSEPH CARMICHAEL
Aldermen

RESOLUTION NO.: _____

**A RESOLUTION OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS
AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR THE ILLINOIS
TRANSPORTATION ENHANCEMENT PROGRAM FUNDS FOR THE ACCESS TO
TRANSIT IMPROVEMENT PROJECT**

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

WHEREAS, the Mayor and the City Council of the City of Berwyn (the “Corporate Authorities”) seek project funding through the programs offered by outside entities utilizing Federal or State, grant or loan funds; and

WHEREAS, federal grant funding is available through the Illinois Transportation Enhancement Program (ITEP) up to 80% of eligible project costs administered by the Illinois Department of Transportation (IDOT); and

WHEREAS, these ITEP funds are to be utilized to fund projects which enhance the transportation system by serving a transportation need or by providing a transportation use or benefit; and

WHEREAS, the City has plans to construct streetscape improvements on 26th Street from Harlem Avenue to Lombard Avenue and is committed to fund at least 20% of the project with local funds; and

WHEREAS, the proposed project is eligible for funding under ITEP.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, by and through its Home Rule Powers, as follows:

Section 1: That the above recitals and legislative findings are incorporated herein and made a part hereof, as if fully set forth in their entirety; and

Section 2: an application to be made to the Illinois Department of Transportation for a grant, under the Illinois Transportation Enhancement Program for the purpose of funding eligible items for the Access to Transit Improvement Project; and

Section 3: the City and other grant funding will provide the required local matching funds for the proposed project; and

Section 4: the Mayor of the City of Berwyn is authorized and directed to execute and submit on behalf of the City of Berwyn such application.

All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

Adopted by the Mayor and City Council of the City of Berwyn, Cook County, Illinois this _____ day of _____ 2022, pursuant to a roll call vote, as follows:

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

Approved by the Mayor of the City of Berwyn, Cook County, Illinois on this _____ day of _____ 2022.

 Robert J. Lovero
 MAYOR

ATTEST:

 Margaret Paul
 CITY CLERK



J-5

A Century of Progress with Pride

September 22, 2022

To: Mayor Robert J. Lovero & City Council Members

Re: **Informational – City Communications Division Update**

Esteemed City Council Members,

The Office of the Mayor, City Communication Division would like to provide council members with a status update on the progress we have been able to achieve during the Discovery Phase of the new website implementation and highlight key partnerships (Attachment Enclosed).

- **Expanded Mission Statements** (Attachment A: September 2022 Update)
 - City Communications Division, Building Department-Permits Divisions, Senior Services Division

- **Website Implementation Update** (Attachment A: September 2022 Update)
 - Granicus: To ensure all system compliancy and service standards are in place for the city's new website, our CMS provider, Granicus, will complete all DNS/network specific maintenance. City Communications has been receiving ongoing support from IT Director James Frank and IT team.
 - Public Meeting: A citywide community meeting will take place to obtain feedback to help guide website functionality from a user standpoint.

KEY PARTNERSHIPS:

[PCs for People:](#)

Agency Description: Through electronic reuse PCs for People provides the opportunity for all low-income individuals and nonprofits to benefit from the life changing impact of computers and mobile internet.

Partnership Impact: October 19, 2022, marks the fifth Pop Up event collaboration with this social enterprise, with a local impact of over 200 community members that have received Free/Low Cost laptops, desktops, and affordable residential internet service. The **Berwyn Public Library** has been a key partner, assisting with registration of residents and in providing computer literacy support on site at device pick up events.

Special Thanks: To Juan Estrada from the Berwyn Public Library for your help and commitment to ensuring our Spanish speaking community is informed and professional guidance on the registration process of this resource.

Next Event: 10/19/22, 11AM-2PM, 6700 W. 26th Street, Berwyn, IL 60402. Pre-Register: <https://tinyurl.com/CityofBerwyntech>

**The City of Berwyn
Communications**



Office of the Mayor

A Century of Progress with Pride

If there are any questions regarding the enclosed attachment, please do not hesitate to contact me.

Thank you.

Respectfully,

CITY COMMUNICATIONS DIVISION

Office of the Mayor
Robert J. Lovero

**September 2022
Division Update**

MISSION STATEMENT

Expanded and redefined the following interdepartmental mission statements:

The City Communications Division strives to **inform residents on municipal affairs, promote city programs, resources, and events**, in order to provide residents, visitors, and businesses with a positive experience when navigating municipal services and online platforms.

The Building Permits Division mission is to provide quality customer service to the community that is efficient, comprehensive and helpful, to **safeguard life, health, property and public welfare** by regulating and controlling the construction, quality of materials, use of all buildings and structures, and city ordinances within the City of Berwyn.

The Senior Services Department's mission is to provide high-quality supportive services to enhance the well-being of Berwyn's elderly and disabled with professionalism and care. Seasonal assistance programs for qualifying seniors are available, as well as **mobility services that provides safe transportation to healthcare, grocery stores and social programming.**

DISCOVERY PHASE TIMELINE

May - July 2022

Key Partnerships:



PCs for People is a national nonprofit social enterprise working to get low-cost quality computers and internet into the homes of individuals, families, and nonprofits with low income.



Berwyn Public Library's staff and facilities support has enabled us to equitably address the digital divide offering on-site online registration help for residents, and through ongoing computer literacy programs.



City Communications Division Overview presented at **Outreach & Communication Committee Public Meeting (5/4)**.

"City Pop Ups" Community Outreach Program initiates (May - July).



berwyndepotdistrict.com : Infrastructure project website has been a key partnership for City Communications Division ensuring communications regarding project is in real-time and accurate.



Utilized "Recycle Right!" campaign context to develop custom bilingual multimedia for recycling literacy efforts; report missed pick-ups, request garbage lid replacement.



Constituent Service Aide internship for Office of Mayor pilot program launched.



Public Hearing for Berwyn **Capital Improvement Plan (CIP)** with the Chicago Metropolitan Agency for Planning (CMAP) community outreach collaboration.



Media Partnership Toolkit

Developed an easy-to-use communication tool in order to streamline citywide multimedia communications across::

- **6** social media platforms
- **4** interdepartmental websites
- **3** intergovernmental agencies
- **6** institutional government partners

Internal/external policy for city's Berwyn Community Calendar established.



Chicago Metropolitan Agency for Planning

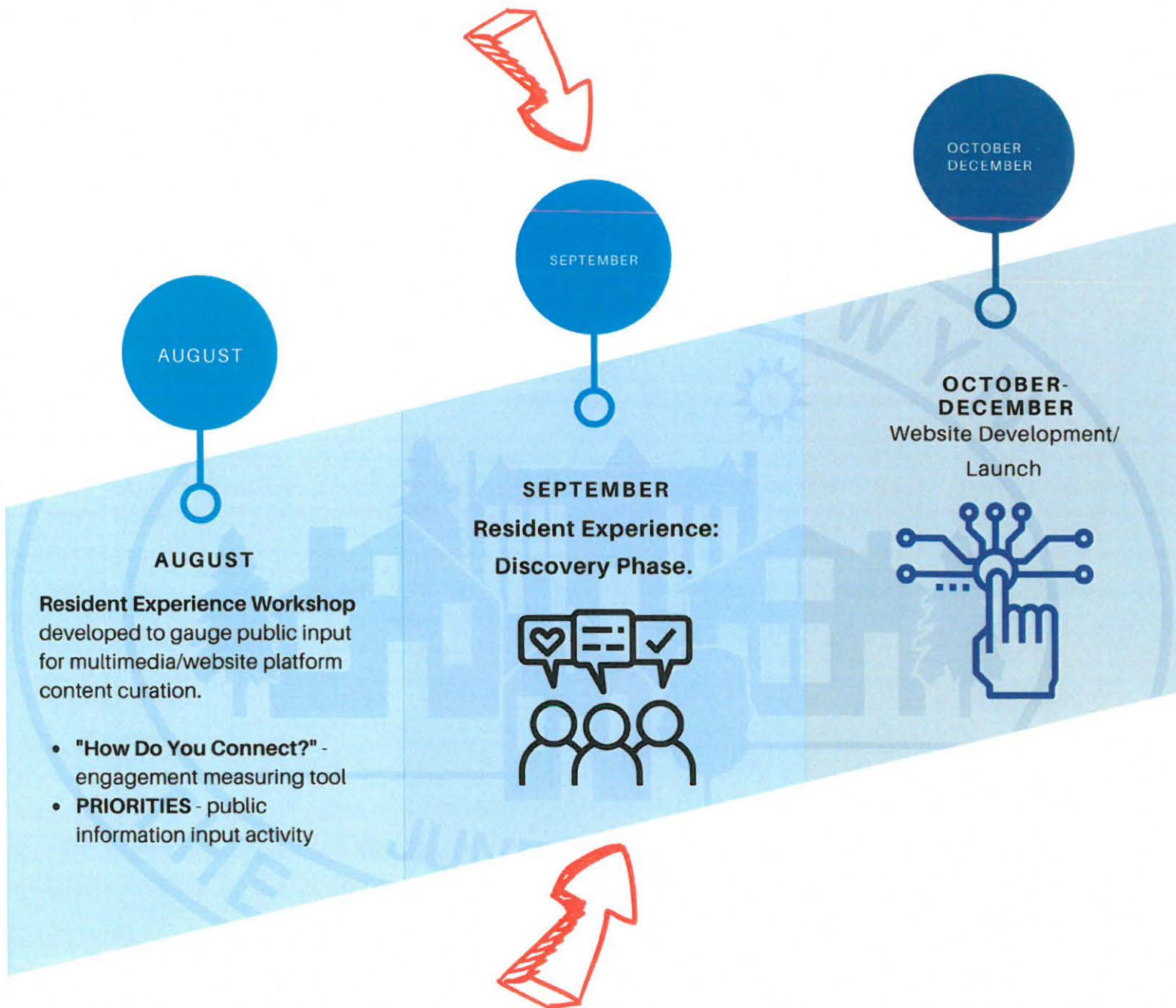
Provided strategic outreach guidance for regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will, CMAP, for Berwyn's Capital Improvement Plan (CIP) public meetings, assisting with translation service requests accommodations (English to Spanish) for public surveys, multimedia, and in-person public meeting.

DISCOVERY PHASE TIMELINE

August- October 2022



CMS (website) provider, expected to complete website system variables, subpage migration and other DNS/network specific updates at end of September. No "testing period" will take place to maintain compliance. New site anticipated to launch before end of year (2022).



NEXT STEP...



PUBLIC MEETING

"How Do You Connect ? "

Discovery Phase Workshop:

October 6, 2022

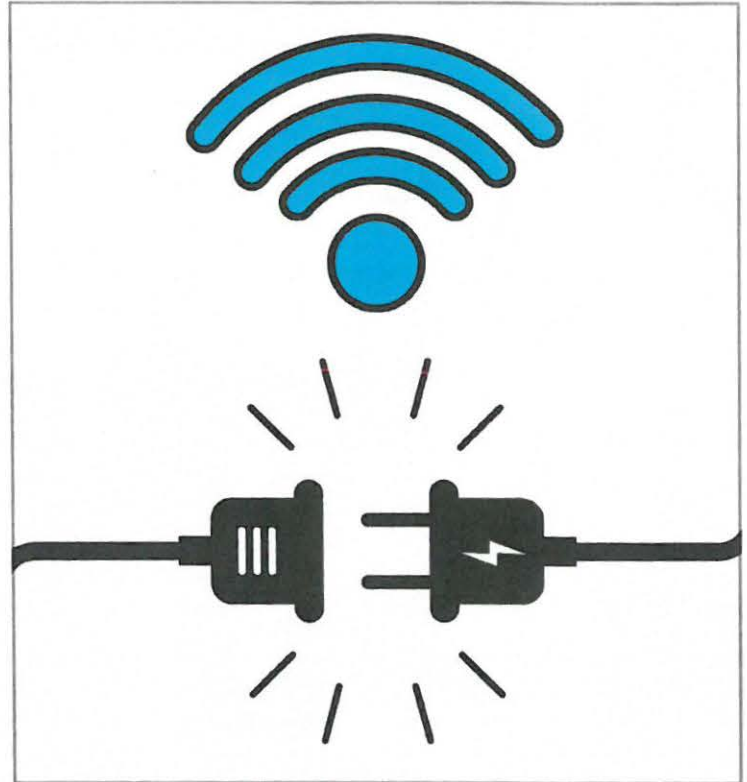
Berwyn City Hall

6700 W. 26th Street

6:00PM - 7:00PM

GOALS:

1. Gather community input.
2. Use information collected to help facilitate access to municipal services and website functionality.



What to expect?

Community participants will be able to provide input through Interactive presentations on various municipal services topics.

1. Provide feedback on which communication options residents prefer to connect to the City of Berwyn.
2. Helps us identify your municipal service and community **PRIORITIES**.





2022

FIRE PREVENTION WEEK

"Fire Won't Wait. Plan Your Escape."

"El Fuego No Espera. Planifica Tu Escape."

Fire Prevention Week Proclamation

Sept. 27

Regular City Council Meeting, 8pm

BFD Fire Prevention Week Open House

Oct 1

BFD FPW 2022 Poster Contest

Oct 9

Winners will be announced at a later date

100th Anniversary of Fire Prevention Week

Oct 9-15

About:



**FIRE
PREVENTION
WEEK™**

EVENT:



Fire Prevention:



100 YEARS
1922-2022
FIRE PREVENTION WEEK™



FIRE PREVENTION WEEK OPEN HOUSE



**SATURDAY
October 1**



10:00AM - 1:00PM

🕒 10AM Berwyn Fire Honor Guard
 **to Perform Flag Raising**

- Explore Real Fire Trucks and Ambulances !
- Fire Prevention Workshops !
- LIVE Fire Demonstrations !
- Fire Station "Behind the Scenes" Family Tours !
- Help Us Put Out A "Fire" In The "Squirt House" !
- Make Your Way Through Our "Smoke House" !
- Games, Prizes, Refreshments and Slide Down the Fire Pole !



Berwyn Fire Station #2
6615 W. 16th St.
All Ages FREE Family Event

In partnership
with:





Semana de Prevención de Incendios

CASA ABIERTA



SABADO
Octubre 1



10:00AM - 1:00PM

10AM La Guardia de Honor de los Bomberos de Berwyn Realizará an Izamiento de la Bandera



- Explore camiones de bomberos y ambulancias !
- Talleres de Prevencion de Incendios !
- Demostración de Fuego EN VIVO !
- Tours de Estación de Bomberos "Detrás de las Escenas" !
- Ayúdenos a Apagar un "Incendio" en La Casa !
- Camina A Través de Nuestra "Casa de Humo" !
- Juegos, Premios, Refrescos y Deslízate Por el Poste de Bomberos !



Estación de Bomberos de Berwyn #2
6615 W. 16th St.

En asociación con:



Evento Familiar GRATIS Para Todas las Edades

<u>BATCH</u>	<u>CK DATE</u>	<u>GROSS</u>	<u>FED</u>	<u>EMPLOYER FICA</u>	<u>EMPLOYER MEDICARE</u>	<u>STATE</u>
2202218	9/14/2022	1,555,323.20	188,903.74	33,766.35	21,425.43	65,725.39
FEDERAL	Federal	244,095.52				
STATE	State	65,725.39				

1
K



2
K

Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 02 - Mayor's Office										
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	11.57
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$11.57</u>
							Department 02 - Mayor's Office Totals	Invoice Transactions 1		<u>\$11.57</u>
Department 03 - City Administrator's Office										
Account 5235 - Postage & Printing										
5647 - El Dia Newspaper	19007	Mexican Independence Day Ad	Paid by Check # 64236		09/21/2022	09/21/2022	09/21/2022		09/28/2022	250.00
							Account 5235 - Postage & Printing Totals	Invoice Transactions 1		<u>\$250.00</u>
Account 5290 - Other General Expenses										
5594 - Chase	2022-00001037	Chase Credit Card Purchases	Paid by Check # 64175		09/19/2022	09/19/2022	09/19/2022		09/20/2022	1,611.07
							Account 5290 - Other General Expenses Totals	Invoice Transactions 1		<u>\$1,611.07</u>
Account 5300 - Professional Services										
2961 - Miguel A. Santiago Consulting, Inc	SEPTEMBER2022	Consulting Services Sep. 2022	Paid by Check # 64150		09/15/2022	09/15/2022	09/15/2022		09/16/2022	5,000.00
							Account 5300 - Professional Services Totals	Invoice Transactions 1		<u>\$5,000.00</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	11.57
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$11.57</u>
							Department 03 - City Administrator's Office Totals	Invoice Transactions 4		<u>\$6,872.64</u>
Department 04 - City Clerk's Office										
Account 5225 - Supplies										
1764 - Margaret Paul	2022-00001050	Expense Reimbursement	Paid by Check # 64256		09/22/2022	09/22/2022	09/22/2022		09/28/2022	221.17
608 - Scot Decal Company, Inc.	26471	Handicap Decals	Paid by Check # 64270		09/22/2022	09/22/2022	09/22/2022		09/28/2022	443.00
							Account 5225 - Supplies Totals	Invoice Transactions 2		<u>\$664.17</u>
Account 5290 - Other General Expenses										
78 - Berwyn Development Corporation	2022-00001033	City of Berwyn Elected Officials Donations / Hispanic Heritage P	Paid by Check # 64173		09/15/2022	09/15/2022	09/15/2022		09/20/2022	200.00
							Account 5290 - Other General Expenses Totals	Invoice Transactions 1		<u>\$200.00</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	554.75
							Account 5405 - Copier Maintenance Totals	Invoice Transactions 1		<u>\$554.75</u>
							Department 04 - City Clerk's Office Totals	Invoice Transactions 4		<u>\$1,418.92</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 08 - City Council										
Account 5200-01 - Administrative Expenses Ward 1										
30110 - PAV YMCA in Berwyn	2022-00001034	Alderman Donation / James Scott Lennon	Paid by Check # 64156		09/15/2022	09/15/2022	09/15/2022		09/16/2022	250.00
78 - Berwyn Development Corporation	2022-00001033	City of Berwyn Elected Officials Donations / Hispanic Heritage P	Paid by Check # 64173		09/15/2022	09/15/2022	09/15/2022		09/20/2022	200.00
							Account 5200-01 - Administrative Expenses Ward 1 Totals	Invoice Transactions 2		<u>\$450.00</u>
Account 5200-02 - Administrative Expenses Ward 2										
78 - Berwyn Development Corporation	2022-00001033	City of Berwyn Elected Officials Donations / Hispanic Heritage P	Paid by Check # 64173		09/15/2022	09/15/2022	09/15/2022		09/20/2022	200.00
							Account 5200-02 - Administrative Expenses Ward 2 Totals	Invoice Transactions 1		<u>\$200.00</u>
Account 5200-03 - Administrative Expenses Ward 3										
78 - Berwyn Development Corporation	2022-00001033	City of Berwyn Elected Officials Donations / Hispanic Heritage P	Paid by Check # 64173		09/15/2022	09/15/2022	09/15/2022		09/20/2022	200.00
							Account 5200-03 - Administrative Expenses Ward 3 Totals	Invoice Transactions 1		<u>\$200.00</u>
Account 5200-04 - Administrative Expenses Ward 4										
78 - Berwyn Development Corporation	2022-00001033	City of Berwyn Elected Officials Donations / Hispanic Heritage P	Paid by Check # 64173		09/15/2022	09/15/2022	09/15/2022		09/20/2022	200.00
							Account 5200-04 - Administrative Expenses Ward 4 Totals	Invoice Transactions 1		<u>\$200.00</u>
Account 5200-05 - Administrative Expenses Ward 5										
78 - Berwyn Development Corporation	2022-00001033	City of Berwyn Elected Officials Donations / Hispanic Heritage P	Paid by Check # 64173		09/15/2022	09/15/2022	09/15/2022		09/20/2022	200.00
							Account 5200-05 - Administrative Expenses Ward 5 Totals	Invoice Transactions 1		<u>\$200.00</u>
Account 5200-06 - Administrative Expenses Ward 6										
78 - Berwyn Development Corporation	2022-00001033	City of Berwyn Elected Officials Donations / Hispanic Heritage P	Paid by Check # 64173		09/15/2022	09/15/2022	09/15/2022		09/20/2022	250.00
							Account 5200-06 - Administrative Expenses Ward 6 Totals	Invoice Transactions 1		<u>\$250.00</u>
Account 5200-07 - Administrative Expenses Ward 7										
78 - Berwyn Development Corporation	2022-00001033	City of Berwyn Elected Officials Donations / Hispanic Heritage P	Paid by Check # 64173		09/15/2022	09/15/2022	09/15/2022		09/20/2022	250.00
							Account 5200-07 - Administrative Expenses Ward 7 Totals	Invoice Transactions 1		<u>\$250.00</u>
								Department 08 - City Council Totals	Invoice Transactions 8	<u>\$1,750.00</u>
Department 10 - Legal										
Account 5300 - Professional Services										
6079 - Ottosen DiNolfo	147923	Legal Services Aug. 2022	Paid by Check # 64121		09/13/2022	09/13/2022	09/13/2022		09/15/2022	52.50



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 10 - Legal										
Account 5300 - Professional Services										
6309 - Schelli Reporting Service, LTD.	18625	Legal Services Aug. 2022	Paid by Check # 64124		09/13/2022	09/13/2022	09/13/2022		09/15/2022	560.70
6309 - Schelli Reporting Service, LTD.	18641	Legal Services Sep. 2022	Paid by Check # 64124		09/13/2022	09/13/2022	09/13/2022		09/15/2022	360.80
2231 - Storino, Ramello & Durkin	86570	Legal Services Aug. 2022	Paid by Check # 64161		09/14/2022	09/14/2022	09/14/2022		09/16/2022	3,239.75
2231 - Storino, Ramello & Durkin	86571	Legal Services Aug. 2022	Paid by Check # 64161		09/14/2022	09/14/2022	09/14/2022		09/16/2022	404.85
6408 - The Vrdolyak Law Group, LLC	16-M6-8604	Settlement Agreement	Paid by Check # 64164		09/14/2022	09/14/2022	09/14/2022		09/16/2022	14,000.00
6079 - Ottosen DiNolfo	147924	Legal Services Through Aug. 2022	Paid by Check # 64155		09/14/2022	09/14/2022	09/14/2022		09/16/2022	2,227.50
							Account 5300 - Professional Services Totals		Invoice Transactions 7	<u>\$20,846.10</u>
							Department 10 - Legal Totals		Invoice Transactions 7	<u>\$20,846.10</u>
Department 12 - Finance										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2307854	Finance Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	10.99
5669 - Garvey's Office Products	PINV2311788	Finance Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	776.45
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 2	<u>\$787.44</u>
Account 5235 - Postage & Printing										
465 - Diamond Graphics, Inc.	0102831467	Annual Financial Reports	Paid by Check # 64141		09/14/2022	09/14/2022	09/14/2022		09/16/2022	1,485.00
							Account 5235 - Postage & Printing Totals		Invoice Transactions 1	<u>\$1,485.00</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	88.99
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$88.99</u>
Sub Department 11 - Collector's Office										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2303846	Collectors Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	110.98
5669 - Garvey's Office Products	PINV2305300	Collectors Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	144.02
5669 - Garvey's Office Products	PINV2307855	Collectors Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	58.81
5669 - Garvey's Office Products	PINV2310403	Collectors Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	172.52
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 4	<u>\$486.33</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 12 - Finance										
Sub Department 11 - Collector's Office										
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA, Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	28.79
							Account 5405 - Copier Maintenance Totals	Invoice Transactions	1	<u>\$28.79</u>
							Sub Department 11 - Collector's Office Totals	Invoice Transactions	5	<u>\$515.12</u>
							Department 12 - Finance Totals	Invoice Transactions	9	<u>\$2,876.55</u>
Department 16 - Information Technology										
Account 5510 - Hardware Purchase										
5820 - SYNCB / AMAZON	2022-00001035	IT equipment/SS cam,recorder and two Epson TM-H6000 collectors	Paid by Check # 64162		09/14/2022	09/14/2022	09/14/2022		09/16/2022	1,389.88
							Account 5510 - Hardware Purchase Totals	Invoice Transactions	1	<u>\$1,389.88</u>
Account 5530 - Network Infrastructure										
4024 - AT & T	107484064709	AT&T invoices/miscellaneous	Paid by Check # 64131		09/14/2022	09/14/2022	09/14/2022		09/16/2022	49.08
4024 - AT & T	708484301109-5	AT&T invoices/miscellaneous	Paid by Check # 64131		09/14/2022	09/14/2022	09/14/2022		09/16/2022	174.50
							Account 5530 - Network Infrastructure Totals	Invoice Transactions	2	<u>\$223.58</u>
							Department 16 - Information Technology Totals	Invoice Transactions	3	<u>\$1,613.46</u>
Department 17 - Administrative										
Account 5210 - Vehicle Gas & Oil										
1641 - Al Warren Oil Company	W1502991	Vehicle Gas & Oil Sep. 2022	Paid by Check # 64129		09/14/2022	09/14/2022	09/14/2022		09/16/2022	8,660.28
1641 - Al Warren Oil Company	W1502593	Vehicle Gas & Oil Aug. 2022	Paid by Check # 64129		09/14/2022	09/14/2022	09/14/2022		09/16/2022	490.15
1641 - Al Warren Oil Company	W1504395	Vehicle Gas & Oil Sep. 2022	Paid by Check # 64168		09/19/2022	09/19/2022	09/19/2022		09/20/2022	6,571.99
1641 - Al Warren Oil Company	W1490265	Vehicle Gas & Oil July 2022	Paid by Check # 64218		09/21/2022	09/21/2022	09/21/2022		09/28/2022	10,686.11
							Account 5210 - Vehicle Gas & Oil Totals	Invoice Transactions	4	<u>\$26,408.53</u>
							Department 17 - Administrative Totals	Invoice Transactions	4	<u>\$26,408.53</u>
Department 18 - Fire Department										
Account 5205 - Utilities										
1209 - Nicor Gas	2022-00001036	Natural Gas Deliveries	Paid by Check # 64152		09/15/2022	09/15/2022	09/15/2022		09/16/2022	200.37
							Account 5205 - Utilities Totals	Invoice Transactions	1	<u>\$200.37</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 18 - Fire Department										
Account 5220 - Training, Dues & Publications										
4272 - Across the Street Productions	INV12176	22 - BLUE CARD CE RENEWAL 1 YR. INV12176	Paid by Check # 64114		09/13/2022	09/13/2022	09/13/2022		09/15/2022	2,337.50
6413 - Michael Gartz	41027376	Expense Reimbursement	Paid by Check # 64259		09/22/2022	09/22/2022	09/22/2022		09/28/2022	493.77
117 - Village of Romeoville Fire Academy	2022-490	Advanced Tec FF - T. Schlesinger & D. Duncan Inv. 2022-490	Paid by Check # 64280		09/22/2022	09/22/2022	09/22/2022		09/28/2022	1,100.00
								Account 5220 - Training, Dues & Publications Totals	Invoice Transactions 3	<u>\$3,931.27</u>
Account 5225 - Supplies										
5574 - Lawson Products	9309885865	Black Can Liners	Paid by Check # 64148		09/15/2022	09/15/2022	09/15/2022		09/16/2022	274.69
								Account 5225 - Supplies Totals	Invoice Transactions 1	<u>\$274.69</u>
Account 5290 - Other General Expenses										
SANDRA DIVERSIONES INFLATABLES	0809	BLUE DOUBLE SLIDE	Paid by Check # 64167		09/15/2022	09/15/2022	09/15/2022		09/16/2022	200.00
								Account 5290 - Other General Expenses Totals	Invoice Transactions 1	<u>\$200.00</u>
Account 5290-50 - Other General Expenses Berwyn Emergency Management										
2673 - Deece Automotive	45879	Battery Replacement	Paid by Check # 64117		09/06/2022	09/06/2022	09/06/2022		09/15/2022	185.00
								Account 5290-50 - Other General Expenses Berwyn Emergency Management Totals	Invoice Transactions 1	<u>\$185.00</u>
Account 5400-30 - Repairs & Maintenance Building										
261 - Hastings Air-Energy Control	196028	Repaired & upgraded flex on Trk Drop Inv. 196028, 196029,196031	Paid by Check # 64143		09/15/2022	09/15/2022	09/15/2022		09/16/2022	745.89
261 - Hastings Air-Energy Control	196029	Repaired & upgraded flex on Trk Drop Inv. 196028, 196029,196031	Paid by Check # 64143		09/15/2022	09/15/2022	09/15/2022		09/16/2022	808.00
261 - Hastings Air-Energy Control	196030	Repaired & upgraded flex on Trk Drop Inv. 196028, 196029,196031	Paid by Check # 64143		09/15/2022	09/15/2022	09/15/2022		09/16/2022	913.00
								Account 5400-30 - Repairs & Maintenance Building Totals	Invoice Transactions 3	<u>\$2,466.89</u>
Account 5400-31 - Repairs & Maintenance Fleet										
1244 - BERWYN ACE HARDWARE	36790/1	F.D. Supplies	Paid by Check # 64132		09/15/2022	09/15/2022	09/15/2022		09/16/2022	55.57
1244 - BERWYN ACE HARDWARE	36842/1	F.D. Supplies	Paid by Check # 64132		09/15/2022	09/15/2022	09/15/2022		09/16/2022	11.99



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 18 - Fire Department										
Account 5400-31 - Repairs & Maintenance Fleet										
5122 - Powers 24 Hour Towing Service, Inc.	232-2527	Towing 9Q1 to 210 Alexandra Way, Carol Stream Inv. 22-2527	Paid by Check # 64158		09/15/2022	09/15/2022	09/15/2022		09/16/2022	1,625.00
5831 - Zeigler Ford North Riverside	546558	Vehicle Repairs	Paid by Check # 64284		09/22/2022	09/22/2022	09/22/2022		09/28/2022	117.48
5831 - Zeigler Ford North Riverside	546702	Vehicle Repairs	Paid by Check # 64284		09/22/2022	09/22/2022	09/22/2022		09/28/2022	68.02
31638 - Interstate Battery System of Central Chicago	320590	New Battery	Paid by Check # 64244		09/22/2022	09/22/2022	09/22/2022		09/28/2022	588.00
							Account 5400-31 - Repairs & Maintenance Fleet Totals		Invoice Transactions 6	<u>\$2,466.06</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	16.88
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$16.88</u>
Account 5500 - Equipment										
1330 - Air One Equipment, Inc.	184924	ROCK-N-RESCUE ROPES & BAGS INV. 184924	Paid by Check # 64128		09/15/2022	09/15/2022	09/15/2022		09/16/2022	1,376.00
							Account 5500 - Equipment Totals		Invoice Transactions 1	<u>\$1,376.00</u>
Account 5500-01 - Equipment Turnout Gear										
1330 - Air One Equipment, Inc.	185253	11-Turn out Gear Sets/ 1- Set of Boots Inv.'s 185253--252	Paid by Check # 64217		09/22/2022	09/22/2022	09/22/2022		09/28/2022	7,008.00
1330 - Air One Equipment, Inc.	185252	11-Turn out Gear Sets/ 1- Set of Boots Inv.'s 185253--252	Paid by Check # 64217		09/22/2022	09/22/2022	09/22/2022		09/28/2022	18,668.00
							Account 5500-01 - Equipment Turnout Gear Totals		Invoice Transactions 2	<u>\$25,676.00</u>
							Department 18 - Fire Department Totals		Invoice Transactions 20	<u>\$36,793.16</u>
Department 20 - Police Department										
Account 5205 - Utilities										
1209 - Nicor Gas	2022-00001036	Natural Gas Deliveries	Paid by Check # 64152		09/15/2022	09/15/2022	09/15/2022		09/16/2022	495.38
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$495.38</u>
Account 5215-01 - Telephone In-House										
478 - Comcast Cable	2022-00001031	Cable TV & Internet	Paid by Check # 64140		09/14/2022	09/14/2022	09/14/2022		09/16/2022	174.90
5703 - Technology Management Revolving Fund	T230229	L.e.a.d.s. Lines	Paid by Check # 64163		09/14/2022	09/14/2022	09/14/2022		09/16/2022	942.40
4024 - AT & T	708795560109-6	Aug. 14 - Sep. 13 2022	Paid by Check # 64221		09/21/2022	09/21/2022	09/21/2022		09/28/2022	552.69
							Account 5215-01 - Telephone In-House Totals		Invoice Transactions 3	<u>\$1,669.99</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 20 - Police Department										
Account 5220 - Training, Dues & Publications										
3061 - Kiesler's Police Supply, Inc.	IN198141	Training Ammunition	Paid by Check # 64146		09/14/2022	09/14/2022	09/14/2022		09/16/2022	1,810.00
265 - Northeast Multi-Regional Training, Inc.	309248	Training Course	Paid by Check # 64153		09/14/2022	09/14/2022	09/14/2022		09/16/2022	1,000.00
1518 - Northern Illinois Police Alarm System	14555	Task force equipment	Paid by Check # 64154		09/14/2022	09/14/2022	09/14/2022		09/16/2022	3,016.96
1518 - Northern Illinois Police Alarm System	14544	Task force equipment	Paid by Check # 64154		09/14/2022	09/14/2022	09/14/2022		09/16/2022	2,971.58
1881 - West Suburban Chief's of Police Association	2022-00001048	2022-23 Annual Membership Dues	Paid by Check # 64283		09/21/2022	09/21/2022	09/21/2022		09/28/2022	475.00
							Account 5220 - Training, Dues & Publications Totals		Invoice Transactions 5	\$9,273.54
Account 5225 - Supplies										
5738 - Artistic Engraving	19564	Nickel Police Officer Star	Paid by Check # 64220		09/21/2022	09/21/2022	09/21/2022		09/28/2022	98.50
							Account 5225 - Supplies Totals		Invoice Transactions 1	\$98.50
Account 5235 - Postage & Printing										
5582 - Impact Networking, LLC	2675817	Copy Paper	Paid by Check # 64119		09/13/2022	09/13/2022	09/13/2022		09/15/2022	1,915.00
2026 - Porter Lee Corporation	27481	Printing Paper	Paid by Check # 64157		09/14/2022	09/14/2022	09/14/2022		09/16/2022	477.23
390 - Citadel	193896	Document Destruction	Paid by Check # 64138		09/14/2022	09/14/2022	09/14/2022		09/16/2022	189.85
465 - Diamond Graphics, Inc.	0102831459	Photographic Log Form	Paid by Check # 64141		09/14/2022	09/14/2022	09/14/2022		09/16/2022	395.00
							Account 5235 - Postage & Printing Totals		Invoice Transactions 4	\$2,977.08
Account 5290 - Other General Expenses										
5482 - JG Uniforms	103879	New Body Armor	Paid by Check # 64144		09/14/2022	09/14/2022	09/14/2022		09/16/2022	376.50
698 - Walgreens Company	500081359	Prisoner Medication	Paid by Check # 64166		09/14/2022	09/14/2022	09/14/2022		09/16/2022	132.69
698 - Walgreens Company	500080738	Prisoner Medication	Paid by Check # 64166		09/14/2022	09/14/2022	09/14/2022		09/16/2022	83.09
5594 - Chase	2022-00001037	Chase Credit Card Purchases	Paid by Check # 64175		09/19/2022	09/19/2022	09/19/2022		09/20/2022	153.99
5482 - JG Uniforms	104192	New Body Armor	Paid by Check # 64246		09/21/2022	09/21/2022	09/21/2022		09/28/2022	376.50
5482 - JG Uniforms	104191	New Body Armor	Paid by Check # 64246		09/21/2022	09/21/2022	09/21/2022		09/28/2022	376.50
							Account 5290 - Other General Expenses Totals		Invoice Transactions 6	\$1,499.27
Account 5300 - Professional Services										
5218 - ACS	1557	Consulting Services	Paid by Check # 64127		09/14/2022	09/14/2022	09/14/2022		09/16/2022	3,750.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 100 - General Fund											
Department 20 - Police Department											
Account 5300 - Professional Services											
6409 - Presence Behavioral Health	BPD0822	Crisis Intervention Services	Paid by Check # 64265		09/21/2022	09/21/2022	09/21/2022		09/28/2022	7,162.00	
								Account 5300 - Professional Services Totals		Invoice Transactions 2	\$10,912.00
Account 5400-30 - Repairs & Maintenance Building											
5203 - AMS Electric, Inc.	2727	Electrical Repairs	Paid by Check # 64130		09/14/2022	09/14/2022	09/14/2022		09/16/2022	3,670.00	
5418 - Cintas Corporation	41130482329	Floor Mats	Paid by Check # 64137		09/14/2022	09/14/2022	09/14/2022		09/16/2022	219.35	
492 - Fullmer Locksmith Service, Inc.	N34216	Locksmith Services	Paid by Check # 64239		09/21/2022	09/21/2022	09/21/2022		09/28/2022	275.00	
								Account 5400-30 - Repairs & Maintenance Building Totals		Invoice Transactions 3	\$4,164.35
Account 5400-31 - Repairs & Maintenance Fleet											
2673 - Deece Automotive	45911	Vehicle Repairs	Paid by Check # 64117		09/06/2022	09/06/2022	09/06/2022		09/15/2022	4,671.60	
2693 - ABC Automotive Electronics	C239995	Fleet Repair and Maintenance	Paid by Check # 64126		09/14/2022	09/14/2022	09/14/2022		09/16/2022	1,235.00	
6071 - Car Reflections	22-194	Fleet Repair and Maintenance	Paid by Check # 64135		09/14/2022	09/14/2022	09/14/2022		09/16/2022	2,175.00	
32052 - Just Tires	0000074070	Vehicle Repairs	Paid by Check # 64145		09/14/2022	09/14/2022	09/14/2022		09/16/2022	100.00	
32052 - Just Tires	0000074107	New Tires & Repairs	Paid by Check # 64145		09/14/2022	09/14/2022	09/14/2022		09/16/2022	176.81	
32052 - Just Tires	0000074122	Tire Repairs	Paid by Check # 64145		09/14/2022	09/14/2022	09/14/2022		09/16/2022	10.00	
556 - Kustom Signals, Inc.	592620-R	Vehicle accessories	Paid by Check # 64147		09/14/2022	09/14/2022	09/14/2022		09/16/2022	976.00	
556 - Kustom Signals, Inc.	377140SK	Vehicle accessories	Paid by Check # 64147		09/14/2022	09/14/2022	09/14/2022		09/16/2022	157.00	
1678 - Mike & Sons	51600	Vehicle Repairs	Paid by Check # 64151		09/14/2022	09/14/2022	09/14/2022		09/16/2022	1,303.00	
595 - Secretary of State	FC22951	License Plate Renewal	Paid by Check # 64159		09/14/2022	09/14/2022	09/14/2022		09/16/2022	151.00	
595 - Secretary of State	RB22450	License Plate Renewal	Paid by Check # 64160		09/14/2022	09/14/2022	09/14/2022		09/16/2022	151.00	
32052 - Just Tires	000074389	New Tires & Repairs	Paid by Check # 64248		09/21/2022	09/21/2022	09/21/2022		09/28/2022	984.24	
2673 - Deece Automotive	46037	Vehicle Repairs	Paid by Check # 64232		09/21/2022	09/21/2022	09/21/2022		09/28/2022	3,294.08	
								Account 5400-31 - Repairs & Maintenance Fleet Totals		Invoice Transactions 13	\$15,384.73
Account 5405 - Copier Maintenance											
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	.01	



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 20 - Police Department										
Account 5405 - Copier Maintenance										
6412 - Konica Minolta	40752985	P.D. Copier Maintenance	Paid by Check # 64250		09/21/2022	09/21/2022	09/21/2022		09/28/2022	160.00
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 2	<u>\$160.01</u>
							Department 20 - Police Department Totals		Invoice Transactions 40	<u>\$46,634.85</u>
Department 22 - Fire & Police Commission										
Account 5290-11 - Other General Expenses Pre-Employment Physicals										
2527 - Associates in Behavioral Science	2022-00001038	Psychological Evaluation	Paid by Check # 64171		09/19/2022	09/19/2022	09/19/2022		09/20/2022	1,250.00
6060 - Edward R. Kirby & Associates	44092	Polygraph Exam & Background Check	Paid by Check # 64181		09/19/2022	09/19/2022	09/19/2022		09/20/2022	1,243.95
							Account 5290-11 - Other General Expenses Pre-Employment Physicals Totals		Invoice Transactions 2	<u>\$2,493.95</u>
							Department 22 - Fire & Police Commission Totals		Invoice Transactions 2	<u>\$2,493.95</u>
Department 24 - Building/Neighborhood Affairs										
Account 5205 - Utilities										
1209 - Nicor Gas	2022-00001036	Natural Gas Deliveries	Paid by Check # 64152		09/15/2022	09/15/2022	09/15/2022		09/16/2022	218.07
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$218.07</u>
Account 5215 - Telephone										
989 - T-Mobile	981081088	Wireless Service	Paid by Check # 64195		09/20/2022	09/20/2022	09/20/2022		09/20/2022	9,621.44
							Account 5215 - Telephone Totals		Invoice Transactions 1	<u>\$9,621.44</u>
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2298383	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	120.49
5669 - Garvey's Office Products	PINV2300470	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	106.90
5669 - Garvey's Office Products	PINV2303918	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	304.90
5669 - Garvey's Office Products	PINV2304543	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	269.95
5669 - Garvey's Office Products	PINV2305261	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	277.77
5669 - Garvey's Office Products	PINV2306734	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	157.68
5669 - Garvey's Office Products	PINV2307317	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	39.96
5669 - Garvey's Office Products	PINV2307805	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	19.99
5669 - Garvey's Office Products	PINV2308989	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	374.75



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 24 - Building/Neighborhood Affairs										
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2309022	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	433.24
5669 - Garvey's Office Products	PINV2310963	Building Dept Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	25.07
5669 - Garvey's Office Products	CM197557	Credit	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	(269.95)
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 12	<u>\$1,860.75</u>
Account 5235 - Postage & Printing										
465 - Diamond Graphics, Inc.	0102831455	STAMPS	Paid by Check # 64179		09/20/2022	09/20/2022	09/20/2022		09/20/2022	65.00
459 - Federal Express Corporation	9-633-34678	mail/postage	Paid by Check # 64183		09/20/2022	09/20/2022	09/20/2022		09/20/2022	6.27
459 - Federal Express Corporation	9-632-73531	mail/postage	Paid by Check # 64183		09/20/2022	09/20/2022	09/20/2022		09/20/2022	5.06
							Account 5235 - Postage & Printing Totals		Invoice Transactions 3	<u>\$76.33</u>
Account 5290 - Other General Expenses										
49 - AWESOME Pest Service	4797	pest control	Paid by Check # 64172		09/20/2022	09/20/2022	09/20/2022		09/20/2022	3,000.00
							Account 5290 - Other General Expenses Totals		Invoice Transactions 1	<u>\$3,000.00</u>
Account 5300 - Professional Services										
294 - B. Davids Landscaping	22116	Lawncare & Misc. Services	Paid by Check # 64115		09/13/2022	09/13/2022	09/13/2022		09/15/2022	470.00
5203 - AMS Electric, Inc.	2702	plan review/inspections	Paid by Check # 64169		09/20/2022	09/20/2022	09/20/2022		09/20/2022	3,810.00
5743 - Rick Dandan	AUGUST2022	plan review/inspections	Paid by Check # 64193		09/20/2022	09/20/2022	09/20/2022		09/20/2022	10,445.00
6339 - Cody Thiesse	AUGUST2022	plan review/inspections	Paid by Check # 64177		09/20/2022	09/20/2022	09/20/2022		09/20/2022	9,880.00
6269 - Essential Lighting Inc.	727	plan review/inspections	Paid by Check # 64182		09/20/2022	09/20/2022	09/20/2022		09/20/2022	2,520.00
1076 - FSCI	22-1009	plan review/inspections	Paid by Check # 64184		09/20/2022	09/20/2022	09/20/2022		09/20/2022	700.00
3014 - JNC Consulting, Inc.	1392	Permit Inspections Oct. 2022	Paid by Check # 64247		09/22/2022	09/22/2022	09/22/2022		09/28/2022	2,000.00
294 - B. Davids Landscaping	2218	Lawncare & Misc. Services	Paid by Check # 64223		09/22/2022	09/22/2022	09/22/2022		09/28/2022	680.00
							Account 5300 - Professional Services Totals		Invoice Transactions 8	<u>\$30,505.00</u>
Account 5400 - Repairs & Maintenance										
5203 - AMS Electric, Inc.	2725	building maintainence	Paid by Check # 64169		09/20/2022	09/20/2022	09/20/2022		09/20/2022	150.00
2578 - Aqua Chill of Chicago LLC	2271082	water cooler rental	Paid by Check # 64170		09/20/2022	09/20/2022	09/20/2022		09/20/2022	168.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 24 - Building/Neighborhood Affairs										
Account 5400 - Repairs & Maintenance										
2578 - Aqua Chill of Chicago LLC	2272873	water cooler rental	Paid by Check # 64170		09/20/2022	09/20/2022	09/20/2022		09/20/2022	168.00
5418 - Cintas Corporation	4130310134	mat services	Paid by Check # 64176		09/20/2022	09/20/2022	09/20/2022		09/20/2022	427.50
5418 - Cintas Corporation	4131669614	mat services	Paid by Check # 64176		09/20/2022	09/20/2022	09/20/2022		09/20/2022	510.00
5418 - Cintas Corporation	5105239904	first aid cabinet	Paid by Check # 64176		09/20/2022	09/20/2022	09/20/2022		09/20/2022	527.94
5418 - Cintas Corporation	5124161875	first aid cabinet	Paid by Check # 64176		09/20/2022	09/20/2022	09/20/2022		09/20/2022	565.89
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 7	<u>\$2,517.33</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	119.41
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$119.41</u>
							Department 24 - Building/Neighborhood Affairs Totals		Invoice Transactions 34	<u>\$47,918.33</u>
Department 26 - Public Works										
Sub Department 35 - Streets										
Account 5015 - Stipends - Uniform										
5717 - Red Wing Business Advantage Account	24-1-96023	delfiaccio shoes	Paid by Check # 64267		09/21/2022	09/21/2022	09/21/2022		09/28/2022	188.99
280 - Roscoe Company	1765142	uniforms	Paid by Check # 64269		09/21/2022	09/21/2022	09/21/2022		09/28/2022	112.93
280 - Roscoe Company	1764223	uniforms	Paid by Check # 64269		09/21/2022	09/21/2022	09/21/2022		09/28/2022	119.77
							Account 5015 - Stipends - Uniform Totals		Invoice Transactions 3	<u>\$421.69</u>
Account 5205 - Utilities										
1209 - Nicor Gas	2022-00001036	Natural Gas Deliveries	Paid by Check # 64152		09/15/2022	09/15/2022	09/15/2022		09/16/2022	330.15
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$330.15</u>
Account 5220 - Training, Dues & Publications										
1353 - Bentley Systems, Inc.	35696546	subscription	Paid by Check # 64225		09/21/2022	09/21/2022	09/21/2022		09/28/2022	2,598.00
							Account 5220 - Training, Dues & Publications Totals		Invoice Transactions 1	<u>\$2,598.00</u>
Account 5225 - Supplies										
162 - Jack's Rental, Inc.	87767	supplies	Paid by Check # 64186		09/19/2022	09/19/2022	09/19/2022		09/20/2022	119.57
162 - Jack's Rental, Inc.	87817	supplies	Paid by Check # 64186		09/19/2022	09/19/2022	09/19/2022		09/20/2022	99.80
6210 - RAE Products and Chemical Corporation	183397	traffic paint	Paid by Check # 64192		09/19/2022	09/19/2022	09/19/2022		09/20/2022	6,855.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 26 - Public Works										
Sub Department 35 - Streets										
Account 5225 - Supplies										
299 - Sherwin Williams Company	5515-5	paint	Paid by Check # 64271		09/21/2022	09/21/2022	09/21/2022		09/28/2022	53.80
2531 - Traffic Control & Protection, Inc.	112636	signs and material	Paid by Check # 64276		09/21/2022	09/21/2022	09/21/2022		09/28/2022	3,812.70
69 - Warehouse Direct	5281239-0	supplies	Paid by Check # 64282		09/21/2022	09/21/2022	09/21/2022		09/28/2022	562.54
							Account 5225 - Supplies Totals		Invoice Transactions 6	\$11,503.41
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2296966	Public Works Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	97.08
5669 - Garvey's Office Products	PINV2307386	Public Works Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	82.67
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 2	\$179.75
Account 5300 - Professional Services										
1103 - Lyons Tree Service, Inc.	91-2	tree trim/removal	Paid by Check # 64188		09/19/2022	09/19/2022	09/19/2022		09/20/2022	8,543.00
1103 - Lyons Tree Service, Inc.	93-0	tree trim/removal	Paid by Check # 64252		09/21/2022	09/21/2022	09/21/2022		09/28/2022	3,370.00
6088 - Metro Strategies Group, LLC	BR-11	engineering service	Paid by Check # 64258		09/21/2022	09/21/2022	09/21/2022		09/28/2022	2,500.00
							Account 5300 - Professional Services Totals		Invoice Transactions 3	\$14,413.00
Account 5400 - Repairs & Maintenance										
5418 - Cintas Corporation	5124161870	medical cabinet	Paid by Check # 64176		09/19/2022	09/19/2022	09/19/2022		09/20/2022	495.44
4902 - Ozinga Ready Mix Concrete Inc.	ARI00439399	concrete	Paid by Check # 64190		09/19/2022	09/19/2022	09/19/2022		09/20/2022	636.80
4902 - Ozinga Ready Mix Concrete Inc.	ARI00431295	concrete	Paid by Check # 64190		09/19/2022	09/19/2022	09/19/2022		09/20/2022	950.00
4902 - Ozinga Ready Mix Concrete Inc.	ARI00435330	concrete	Paid by Check # 64190		09/19/2022	09/19/2022	09/19/2022		09/20/2022	931.80
5418 - Cintas Corporation	5125314526	eye wash station	Paid by Check # 64230		09/21/2022	09/21/2022	09/21/2022		09/28/2022	597.85
2884 - K-Five Hodgkins LLC	41716	asphalt	Paid by Check # 64249		09/21/2022	09/21/2022	09/21/2022		09/28/2022	350.52
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 6	\$3,962.41
Account 5400-04 - Repairs & Maintenance Landscape										
5425 - Blades of Glory, Inc.	3-14	pumping station landscaping	Paid by Check # 64174		09/19/2022	09/19/2022	09/19/2022		09/20/2022	466.00
5425 - Blades of Glory, Inc.	4-13	pumping station landscaping	Paid by Check # 64174		09/19/2022	09/19/2022	09/19/2022		09/20/2022	466.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 100 - General Fund											
Department 26 - Public Works											
Sub Department 35 - Streets											
Account 5400-04 - Repairs & Maintenance Landscape											
5265 - Diaz Group,LLC	32948-1	may 2022 cermak landscaping	Paid by Check # 64235		09/21/2022	09/21/2022	09/21/2022		09/28/2022	3,071.42	
5265 - Diaz Group,LLC	32948-3	may 2022 roosevelt road landscaping	Paid by Check # 64235		09/21/2022	09/21/2022	09/21/2022		09/28/2022	1,428.58	
5265 - Diaz Group,LLC	32948-2	may 2022 ogden landscaping	Paid by Check # 64235		09/21/2022	09/21/2022	09/21/2022		09/28/2022	3,071.42	
5265 - Diaz Group,LLC	33396-3	july 2022 roosevelt landscaping	Paid by Check # 64235		09/21/2022	09/21/2022	09/21/2022		09/28/2022	1,428.58	
5265 - Diaz Group,LLC	33396-1	cermak july landscaping	Paid by Check # 64235		09/21/2022	09/21/2022	09/21/2022		09/28/2022	3,071.42	
5265 - Diaz Group,LLC	33396-2	july 2022 landscaping	Paid by Check # 64235		09/21/2022	09/21/2022	09/21/2022		09/28/2022	3,071.42	
								Account 5400-04 - Repairs & Maintenance Landscape Totals		Invoice Transactions 8	<u>\$16,074.84</u>
Account 5405 - Copier Maintenance											
5166 - Konica Minolta Business Solutions USA, Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	13.52	
								Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$13.52</u>
								Sub Department 35 - Streets Totals		Invoice Transactions 31	<u>\$49,496.77</u>
Sub Department 37 - Fleet											
Account 5225 - Supplies											
5561 - Pomp's Tire Service, Inc.	470090742	tire replace/repair	Paid by Check # 64264		09/21/2022	09/21/2022	09/21/2022		09/28/2022	43.80	
								Account 5225 - Supplies Totals		Invoice Transactions 1	<u>\$43.80</u>
Account 5300 - Professional Services											
2673 - Deece Automotive	45704	fleet repair	Paid by Check # 64117		09/06/2022	09/06/2022	09/06/2022		09/15/2022	350.00	
2673 - Deece Automotive	45707	fleet repair	Paid by Check # 64117		09/06/2022	09/06/2022	09/06/2022		09/15/2022	787.50	
2673 - Deece Automotive	46090	vechile repair	Paid by Check # 64178		09/19/2022	09/19/2022	09/19/2022		09/20/2022	904.00	
2673 - Deece Automotive	46061	M-701 repair	Paid by Check # 64178		09/19/2022	09/19/2022	09/19/2022		09/20/2022	232.50	
821 - Metro Collision Service / Metro Garage, Inc.	51678	safety inspection	Paid by Check # 64189		09/19/2022	09/19/2022	09/19/2022		09/20/2022	25.00	
5645 - Stevenson Crane Services, Inc.	249304	service	Paid by Check # 64194		09/19/2022	09/19/2022	09/19/2022		09/20/2022	5,725.94	
2693 - ABC Automotive Electronics	C240050	Subaru Assent lighting	Paid by Check # 64215		09/21/2022	09/21/2022	09/21/2022		09/28/2022	1,009.60	
								Account 5300 - Professional Services Totals		Invoice Transactions 7	<u>\$9,034.54</u>
								Sub Department 37 - Fleet Totals		Invoice Transactions 8	<u>\$9,078.34</u>
								Department 26 - Public Works Totals		Invoice Transactions 39	<u>\$58,575.11</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 32 - Recreation										
Account 5205 - Utilities										
1209 - Nicor Gas	2022-00001036	Natural Gas Deliveries	Paid by Check # 64152		09/15/2022	09/15/2022	09/15/2022		09/16/2022	394.11
							Account 5205 - Utilities Totals		Invoice Transactions 1	<u>\$394.11</u>
Account 5290 - Other General Expenses										
1692 - M. K. Sports	SEPTEMBER2022	Umpires for Fall Adult Soft Ball	Paid by Check # 64254		09/22/2022	09/22/2022	09/22/2022		09/28/2022	2,475.00
							Account 5290 - Other General Expenses Totals		Invoice Transactions 1	<u>\$2,475.00</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	43.15
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$43.15</u>
							Department 32 - Recreation Totals		Invoice Transactions 3	<u>\$2,912.26</u>
Department 46 - Senior Citizen Program										
Account 5215 - Telephone										
4024 - AT & T	708484242009-5	Aug. 05 - Sep. 04 2022	Paid by Check # 64221		09/21/2022	09/21/2022	09/21/2022		09/28/2022	53.07
							Account 5215 - Telephone Totals		Invoice Transactions 1	<u>\$53.07</u>
Account 5225-01 - Supplies Office										
5669 - Garvey's Office Products	PINV2307392	Senior Services Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	186.79
5669 - Garvey's Office Products	PINV2307820	Senior Services Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	47.34
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 2	<u>\$234.13</u>
Account 5400-04 - Repairs & Maintenance Landscape										
5425 - Blades of Glory, Inc.	9-5	Senior Lawncare	Paid by Check # 64227		09/21/2022	09/21/2022	09/21/2022		09/28/2022	2,955.00
6135 - Magana Concrete Construction Inc	INV2207	Senior Lawncare	Paid by Check # 64255		09/21/2022	09/21/2022	09/21/2022		09/28/2022	1,485.00
2932 - Richard C. Dahms	2022-00001049	Senior Lawncare	Paid by Check # 64268		09/21/2022	09/21/2022	09/21/2022		09/28/2022	1,305.00
							Account 5400-04 - Repairs & Maintenance Landscape Totals		Invoice Transactions 3	<u>\$5,745.00</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	38.85
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	<u>\$38.85</u>
							Department 46 - Senior Citizen Program Totals		Invoice Transactions 7	<u>\$6,071.05</u>
							Fund 100 - General Fund Totals		Invoice Transactions 185	<u>\$263,196.48</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 205 - Library Fund										
Department 40 - Library										
Account 5105-07 - Community Programs Adult/Children Programs										
6410 - AngMir Hecho Con Carino	2022-00001044	Community Programs Adult/Children Programs	Paid by Check # 64219		09/21/2022	09/21/2022	09/21/2022		09/28/2022	450.00
828 - SYNCB / AMAZON	2022-00001047	Community Programs Per Capita/Supplies/Books	Paid by Check # 64274		09/21/2022	09/21/2022	09/21/2022		09/28/2022	1,101.41
							Account 5105-07 - Community Programs Adult/Children Programs Totals		Invoice Transactions 2	<u>\$1,551.41</u>
Account 5105-80 - Community Programs Per Capita										
828 - SYNCB / AMAZON	2022-00001047	Community Programs Per Capita/Supplies/Books	Paid by Check # 64274		09/21/2022	09/21/2022	09/21/2022		09/28/2022	105.59
							Account 5105-80 - Community Programs Per Capita Totals		Invoice Transactions 1	<u>\$105.59</u>
Account 5105-82 - Community Programs Other Grants										
5946 - Nona Chapman	2022-00001046	Community Programs Other Grants Age Options	Paid by Check # 64261		09/21/2022	09/21/2022	09/21/2022		09/28/2022	100.00
							Account 5105-82 - Community Programs Other Grants Totals		Invoice Transactions 1	<u>\$100.00</u>
Account 5200-10 - Administrative Expenses Board Expense										
6267 - Engler Callaway Baasten & Sraga, LLC	30242	Administrative Expenses Board Expense	Paid by Check # 64237		09/21/2022	09/21/2022	09/21/2022		09/28/2022	55.00
							Account 5200-10 - Administrative Expenses Board Expense Totals		Invoice Transactions 1	<u>\$55.00</u>
Account 5215 - Telephone										
4026 - AT&T	3246352706	Telephone	Paid by Check # 64222		09/21/2022	09/21/2022	09/21/2022		09/28/2022	660.78
6126 - Verizon	9915033186	Telephone	Paid by Check # 64278		09/21/2022	09/21/2022	09/21/2022		09/28/2022	76.02
							Account 5215 - Telephone Totals		Invoice Transactions 2	<u>\$736.80</u>
Account 5225 - Supplies										
996 - Case Lots, Inc.	13642	Supplies	Paid by Check # 64228		09/21/2022	09/21/2022	09/21/2022		09/28/2022	953.90
388 - Demco Educational Corporation	7180067	Supplies	Paid by Check # 64234		09/21/2022	09/21/2022	09/21/2022		09/28/2022	101.70
388 - Demco Educational Corporation	7184017	Supplies	Paid by Check # 64234		09/21/2022	09/21/2022	09/21/2022		09/28/2022	107.41
6296 - James Gamlin	2022-00001045	Supplies	Paid by Check # 64245		09/21/2022	09/21/2022	09/21/2022		09/28/2022	123.00
5426 - Menards	88886	Supplies	Paid by Check # 64257		09/21/2022	09/21/2022	09/21/2022		09/28/2022	111.64
5426 - Menards	89313	Supplies	Paid by Check # 64257		09/21/2022	09/21/2022	09/21/2022		09/28/2022	103.54



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 205 - Library Fund											
Department 40 - Library											
Account 5225 - Supplies											
299 - Sherwin Williams Company	1123-5	Supplies	Paid by Check # 64271		09/21/2022	09/21/2022	09/21/2022		09/28/2022	68.38	
828 - SYNCB / AMAZON	2022-00001047	Community Programs Per Capita/Supplies/Books	Paid by Check # 64274		09/21/2022	09/21/2022	09/21/2022		09/28/2022	4,122.26	
1134 - The Library Store	591942	Supplies	Paid by Check # 64275		09/21/2022	09/21/2022	09/21/2022		09/28/2022	102.96	
									Account 5225 - Supplies Totals	Invoice Transactions 9	<u>\$5,794.79</u>
Account 5225-80 - Supplies Per Capita											
828 - SYNCB / AMAZON	2022-00001047	Community Programs Per Capita/Supplies/Books	Paid by Check # 64274		09/21/2022	09/21/2022	09/21/2022		09/28/2022	219.60	
6105 - Villa Park Office Equipment, Inc	75755	Supplies Per Capita	Paid by Check # 64279		09/21/2022	09/21/2022	09/21/2022		09/28/2022	3,289.94	
									Account 5225-80 - Supplies Per Capita Totals	Invoice Transactions 2	<u>\$3,509.54</u>
Account 5225-82 - Supplies Other Grants											
828 - SYNCB / AMAZON	2022-00001047	Community Programs Per Capita/Supplies/Books	Paid by Check # 64274		09/21/2022	09/21/2022	09/21/2022		09/28/2022	53.51	
									Account 5225-82 - Supplies Other Grants Totals	Invoice Transactions 1	<u>\$53.51</u>
Account 5245 - Books											
531 - Baker & Taylor Entertainment, Inc.	2036963188	Books	Paid by Check # 64224		09/21/2022	09/21/2022	09/21/2022		09/28/2022	346.94	
6236 - Bibliotheca LLC	INV-US57414	Audio Visual & Books	Paid by Check # 64226		09/21/2022	09/21/2022	09/21/2022		09/28/2022	29.32	
398 - Ingram Library Services LLC	71344223	Books	Paid by Check # 64243		09/21/2022	09/21/2022	09/21/2022		09/28/2022	3,755.39	
6372 - Los Amigos Books	3085	Books	Paid by Check # 64251		09/21/2022	09/21/2022	09/21/2022		09/28/2022	201.79	
828 - SYNCB / AMAZON	2022-00001047	Community Programs Per Capita/Supplies/Books	Paid by Check # 64274		09/21/2022	09/21/2022	09/21/2022		09/28/2022	168.29	
									Account 5245 - Books Totals	Invoice Transactions 5	<u>\$4,501.73</u>
Account 5245-80 - Books Per Capita											
5936 - Springshare, LLC	22-A1783	Books Per Capita	Paid by Check # 64272		09/21/2022	09/21/2022	09/21/2022		09/28/2022	1,250.00	
828 - SYNCB / AMAZON	2022-00001047	Community Programs Per Capita/Supplies/Books	Paid by Check # 64274		09/21/2022	09/21/2022	09/21/2022		09/28/2022	270.35	
									Account 5245-80 - Books Per Capita Totals	Invoice Transactions 2	<u>\$1,520.35</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 205 - Library Fund											
Department 40 - Library											
Account 5250 - Audio Visual											
6236 - Bibliotheca LLC	INV-US57414	Audio Visual & Books	Paid by Check # 64226		09/21/2022	09/21/2022	09/21/2022		09/28/2022	138.58	
30520 - Midwest Tape, LLC	502607440	Audio Visual	Paid by Check # 64260		09/21/2022	09/21/2022	09/21/2022		09/28/2022	782.55	
828 - SYNCB / AMAZON	2022-00001047	Community Programs Per Capita/Supplies/Books	Paid by Check # 64274		09/21/2022	09/21/2022	09/21/2022		09/28/2022	8.99	
									Account 5250 - Audio Visual Totals	Invoice Transactions 3	<u>\$930.12</u>
Account 5400 - Repairs & Maintenance											
3673 - Affiliated Customer Service, Inc.	R86455	Contract Maintenance	Paid by Check # 64216		09/21/2022	09/21/2022	09/21/2022		09/28/2022	1,296.00	
4851 - Forest Security	138613	Contract Maintenance	Paid by Check # 64238		09/21/2022	09/21/2022	09/21/2022		09/28/2022	294.00	
5332 - Greg Hannah Plumbing	218663	Repairs & Maintenance	Paid by Check # 64241		09/21/2022	09/21/2022	09/21/2022		09/28/2022	425.00	
									Account 5400 - Repairs & Maintenance Totals	Invoice Transactions 3	<u>\$2,015.00</u>
Account 5525 - Computer Support Databases											
1800 - CDW Government, Inc.	CM49880	Computer Support Databases	Paid by Check # 64229		09/21/2022	09/21/2022	09/21/2022		09/28/2022	422.93	
									Account 5525 - Computer Support Databases Totals	Invoice Transactions 1	<u>\$422.93</u>
Account 5660 - Promotions											
828 - SYNCB / AMAZON	2022-00001047	Community Programs Per Capita/Supplies/Books	Paid by Check # 64274		09/21/2022	09/21/2022	09/21/2022		09/28/2022	348.19	
									Account 5660 - Promotions Totals	Invoice Transactions 1	<u>\$348.19</u>
Account 5665 - Reciprocal Borrowing											
1163 - Unique Management Services, Inc.	6104036	Reciprocal Borrowing	Paid by Check # 64277		09/21/2022	09/21/2022	09/21/2022		09/28/2022	29.55	
									Account 5665 - Reciprocal Borrowing Totals	Invoice Transactions 1	<u>\$29.55</u>
									Department 40 - Library Totals	Invoice Transactions 35	<u>\$21,674.51</u>
									Fund 205 - Library Fund Totals	Invoice Transactions 35	<u>\$21,674.51</u>
Fund 210 - Community Development Fund											
Department 42 - CDBG											
Account 5215 - Telephone											
4024 - AT & T	708749945709-6	Aug. 11- Sep. 10 2022	Paid by Check # 64221		09/21/2022	09/21/2022	09/21/2022		09/28/2022	133.10	
									Account 5215 - Telephone Totals	Invoice Transactions 1	<u>\$133.10</u>
Account 5235 - Postage & Printing											
5576 - VS Printing Services, LLC	18917	SFR Flyer Printing	Paid by Check # 64281		09/21/2022	09/21/2022	09/21/2022		09/28/2022	295.00	
									Account 5235 - Postage & Printing Totals	Invoice Transactions 1	<u>\$295.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 210 - Community Development Fund										
Department 42 - CDBG										
Account 5300 - Professional Services										
2021 - Del Galdo Law Group, LLC	29425	Title Search	Paid by Check # 64233		09/21/2022	09/21/2022	09/21/2022		09/28/2022	146.25
2021 - Del Galdo Law Group, LLC	29236	Review Title Request	Paid by Check # 64233		09/21/2022	09/21/2022	09/21/2022		09/28/2022	48.75
3353 - Greater Illinois Title Company	90037748- 239181	Title Search	Paid by Check # 64240		09/21/2022	09/21/2022	09/21/2022		09/28/2022	125.00
6397 - Opteon Appraisal, Inc	721216704	SFR Appraisal	Paid by Check # 64262		09/21/2022	09/21/2022	09/21/2022		09/28/2022	150.00
Account 5300 - Professional Services Totals							Invoice Transactions	4		<u>\$470.00</u>
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	4.63
Account 5405 - Copier Maintenance Totals							Invoice Transactions	1		<u>\$4.63</u>
Department 42 - CDBG Totals							Invoice Transactions	7		<u>\$902.73</u>
Fund 210 - Community Development Fund Totals							Invoice Transactions	7		<u>\$902.73</u>
Fund 215 - Motor Fuel Tax Fund										
Account 5205 - Utilities										
5801 - Direct Energy Business	2224200498761 38	august 2022 electric	Paid by Check # 64180		09/19/2022	09/19/2022	09/19/2022		09/20/2022	185.11
Account 5205 - Utilities Totals							Invoice Transactions	1		<u>\$185.11</u>
Account 5225-05 - Supplies Rock Salt										
5934 - Compass Minerals America (via Fifth Third Bank)	1043943	rock salt	Paid by Check # 64231		09/21/2022	09/21/2022	09/21/2022		09/28/2022	5,573.94
Account 5225-05 - Supplies Rock Salt Totals							Invoice Transactions	1		<u>\$5,573.94</u>
Account 5400-02 - Repairs & Maintenance Street/Sidewalk										
5149 - M & J Asphalt Paving	22073-3	2021 sidewalk program	Paid by Check # 64253		09/21/2022	09/21/2022	09/21/2022		09/28/2022	13,653.05
Account 5400-02 - Repairs & Maintenance Street/Sidewalk Totals							Invoice Transactions	1		<u>\$13,653.05</u>
Account 5400-03 - Repairs & Maintenance Traffic control										
3047 - H & H Electric Company	39322	non-routine maintenance	Paid by Check # 64242		09/21/2022	09/21/2022	09/21/2022		09/28/2022	164.44
Account 5400-03 - Repairs & Maintenance Traffic control Totals							Invoice Transactions	1		<u>\$164.44</u>
Fund 215 - Motor Fuel Tax Fund Totals							Invoice Transactions	4		<u>\$19,576.54</u>
Fund 223 - Harlem Avenue TIF Fund										
Account 5700 - Principal Expenses										
6068 - PNC Community Development Company, LLC	438WIS123-9	Harlem Avenue TIF	Paid by Check # 64122		09/13/2022	09/13/2022	09/13/2022		09/15/2022	31,274.28
Account 5700 - Principal Expenses Totals							Invoice Transactions	1		<u>\$31,274.28</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 223 - Harlem Avenue TIF Fund										
Account 5705 - Interest Expense										
6068 - PNC Community Development Company, LLC	438WIS123-9	Harlem Avenue TIF	Paid by Check # 64122		09/13/2022	09/13/2022	09/13/2022		09/15/2022	12,016.38
							Account 5705 - Interest Expense Totals	Invoice Transactions 1		<u>\$12,016.38</u>
							Fund 223 - Harlem Avenue TIF Fund Totals	Invoice Transactions 2		<u>\$43,290.66</u>
Fund 240 - Grants Fund										
Department 20 - Police Department										
Account 5500 - Equipment										
5482 - JG Uniforms	103879	New Body Armor	Paid by Check # 64144		09/14/2022	09/14/2022	09/14/2022		09/16/2022	376.50
5482 - JG Uniforms	104192	New Body Armor	Paid by Check # 64246		09/21/2022	09/21/2022	09/21/2022		09/28/2022	376.50
5482 - JG Uniforms	104191	New Body Armor	Paid by Check # 64246		09/21/2022	09/21/2022	09/21/2022		09/28/2022	376.50
							Account 5500 - Equipment Totals	Invoice Transactions 3		<u>\$1,129.50</u>
							Department 20 - Police Department Totals	Invoice Transactions 3		<u>\$1,129.50</u>
							Fund 240 - Grants Fund Totals	Invoice Transactions 3		<u>\$1,129.50</u>
Fund 245 - Federal Asset Forfeiture Fund										
Department 20 - Police Department										
Account 5192-35 - Federal LE Operations / Investigations										
5293 - First Advantage Background Services Corp.	5534712208	Research Data Base	Paid by Check # 64142		09/14/2022	09/14/2022	09/14/2022		09/16/2022	18.00
32555 - LexisNexis Risk Solutions	1342444-20220831	Research Data Base	Paid by Check # 64149		09/14/2022	09/14/2022	09/14/2022		09/16/2022	811.50
							Account 5192-35 - Federal LE Operations / Investigations Totals	Invoice Transactions 2		<u>\$829.50</u>
							Department 20 - Police Department Totals	Invoice Transactions 2		<u>\$829.50</u>
							Fund 245 - Federal Asset Forfeiture Fund Totals	Invoice Transactions 2		<u>\$829.50</u>
Fund 500 - Utilities Fund										
Department 44 - Water & Sewer										
Account 5205 - Utilities										
5801 - Direct Energy Business	2222900497863	august 2022 electric 65	Paid by Check # 64180		09/19/2022	09/19/2022	09/19/2022		09/20/2022	2,903.17
5801 - Direct Energy Business	2224400498936	august 2022 electric 75	Paid by Check # 64180		09/19/2022	09/19/2022	09/19/2022		09/20/2022	200.52
							Account 5205 - Utilities Totals	Invoice Transactions 2		<u>\$3,103.69</u>
Account 5225 - Supplies										
162 - Jack's Rental, Inc.	87758	supplies	Paid by Check # 64186		09/19/2022	09/19/2022	09/19/2022		09/20/2022	539.88
							Account 5225 - Supplies Totals	Invoice Transactions 1		<u>\$539.88</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 500 - Utilities Fund										
Department 44 - Water & Sewer										
Account 5225-01 - Supplies Office										
465 - Diamond Graphics, Inc.	0102831469	Water Bill Paper & Window Envelopes	Paid by Check # 64141		09/15/2022	09/15/2022	09/15/2022		09/16/2022	6,919.00
5669 - Garvey's Office Products	PINV2301127	Water Dept. Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	92.42
5669 - Garvey's Office Products	PINV2302564	Water Dept. Office Supplies	Paid by Check # 64185		09/19/2022	09/19/2022	09/19/2022		09/20/2022	29.04
							Account 5225-01 - Supplies Office Totals		Invoice Transactions 3	\$7,040.46
Account 5300 - Professional Services										
3372 - USIC Receivables,LLC	532516	august 2022 locating	Paid by Check # 64165		09/14/2022	09/14/2022	09/14/2022		09/16/2022	178.09
1751 - Suburban Laboratories, Inc.	204938	water testing	Paid by Check # 64273		09/21/2022	09/21/2022	09/21/2022		09/28/2022	1,209.00
							Account 5300 - Professional Services Totals		Invoice Transactions 2	\$1,387.09
Account 5400 - Repairs & Maintenance										
5179 - 24/7 Plumbing & Sewer, LLC	3119	Emergency water line repair due to USIC mismatch	Paid by Check # 64125		09/14/2022	09/14/2022	09/14/2022		09/16/2022	5,108.25
							Account 5400 - Repairs & Maintenance Totals		Invoice Transactions 1	\$5,108.25
Account 5405 - Copier Maintenance										
5166 - Konica Minolta Business Solutions USA., Inc.	9008834480	Konica Minolta copier maint.chgs	Paid by Check # 64187		09/19/2022	09/19/2022	09/19/2022		09/20/2022	2.16
							Account 5405 - Copier Maintenance Totals		Invoice Transactions 1	\$2.16
Account 5505 - Equipment Lease										
29 - Pitney Bowes	3105690499	Equipment Lease	Paid by Check # 64263		09/21/2022	09/21/2022	09/21/2022		09/28/2022	2,412.15
							Account 5505 - Equipment Lease Totals		Invoice Transactions 1	\$2,412.15
Account 5600 - Cost of Water										
4264 - City of Chicago	2832	July 29 - Aug. 19 2022	Paid by Check # 64116		09/13/2022	09/13/2022	09/13/2022		09/15/2022	179,593.15
4264 - City of Chicago	7360	July 19 - Aug. 19 2022	Paid by Check # 64116		09/13/2022	09/13/2022	09/13/2022		09/15/2022	91,041.28
4264 - City of Chicago	7361	July 19 - Aug. 19 2022	Paid by Check # 64116		09/13/2022	09/13/2022	09/13/2022		09/15/2022	96,666.70
4264 - City of Chicago	3869	July 29 - Aug. 19 2022	Paid by Check # 64139		09/14/2022	09/14/2022	09/14/2022		09/16/2022	190,035.74
							Account 5600 - Cost of Water Totals		Invoice Transactions 4	\$557,336.87
Account 5800-40 - Capital Outlay Water & Sewer										
GABRIEL & LISA COLLAZO	16	Lead Water Service Line Replacement	Paid by Check # 64204		09/19/2022	09/19/2022	09/19/2022		09/20/2022	2,500.00
MANUEL BARRAGAN	43	Lead Water Service Line Replacement	Paid by Check # 64209		09/19/2022	09/19/2022	09/19/2022		09/20/2022	2,500.00



Accounts Payable by G/L Distribution Report

Payment Date Range 09/15/22 - 09/28/22

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 500 - Utilities Fund										
Department 44 - Water & Sewer										
Account 5800-40 - Capital Outlay Water & Sewer										
MARK MAGAJNE	18	Lead Water Service Line Replacement	Paid by Check # 64210		09/19/2022	09/19/2022	09/19/2022		09/20/2022	2,500.00
THOMAS VELEZ & ROXANA PULIDO	27	Lead Water Service Line Replacement	Paid by Check # 64213		09/19/2022	09/19/2022	09/19/2022		09/20/2022	2,500.00
							Account 5800-40 - Capital Outlay Water & Sewer Totals	Invoice Transactions	4	<u>\$10,000.00</u>
Account 5800-41 - Capital Outlay Flood Mitigation Program										
ELIZABETH ESPIN	328	FLOOD MITIGATION PROGRAM	Paid by Check # 64201		09/19/2022	09/19/2022	09/19/2022		09/20/2022	3,500.00
TENESHA & DARNELL HATTER JR.	858	FLOOD MITIGATION PROGRAM	Paid by Check # 64212		09/19/2022	09/19/2022	09/19/2022		09/20/2022	3,500.00
YESICA MONTALVO	898	FLOOD MITIGATION PROGRAM	Paid by Check # 64214		09/19/2022	09/19/2022	09/19/2022		09/20/2022	3,500.00
							Account 5800-41 - Capital Outlay Flood Mitigation Program Totals	Invoice Transactions	3	<u>\$10,500.00</u>
							Department 44 - Water & Sewer Totals	Invoice Transactions	22	<u>\$597,430.55</u>
							Fund 500 - Utilities Fund Totals	Invoice Transactions	22	<u>\$597,430.55</u>
Fund 600 - Internal Service Fund										
Account 5645 - Premiums - Workmans Comp										
4257 - Illinois Workers' Compensation Commission	2022-00001011	Workers Compensation Insurance	Paid by Check # 64118		09/13/2022	09/13/2022	09/13/2022		09/15/2022	2,897.88
							Account 5645 - Premiums - Workmans Comp Totals	Invoice Transactions	1	<u>\$2,897.88</u>
							Fund 600 - Internal Service Fund Totals	Invoice Transactions	1	<u>\$2,897.88</u>
							Grand Totals	Invoice Transactions	261	<u>\$950,928.35</u>

Mayor
Robert J. Lovero



4th Ward Alderman
Robert Fejt

September 27, 2022

K-3

The Honorable Robert J. Lovero
Members of the City Council

RE: Handicap Parking Application #1427

Ladies and Gentlemen:

I would like to override the staff's recommendation and respectfully request **APPROVAL** to install a handicap **SPACE** at the referenced address once we have received the neighbor's written approval to impede on their property.

<u>Address</u>	<u>Application #</u>
2822 S. Harvey Ave.	1427

Thank you very much,

Robert Fejt
4th Ward Alderman

RF/sla



CITY OF BERWYN EVENT APPLICATION



K-4

Please provide information about your planned event:

Date of Event: 10/01/2022, 2022 Time: Start 10:00 am End 4:00 pm

Type: Block Party Parade Open Air Event Use of Public Way

Description of Event: **JC Licht Ace Hardware Grand Opening**
- Fun family event, including DJ, face painting, free lunch grilling, vendor demos, & giveaways
- Raffle activities benefiting Ann & Robert H. Lurie Children's Hospital

Location of Event: 6316-18 Ogden Ave, Berwyn IL 60402
(parking lot of our store and possible use of sidewalk in front of our store)

Allowed Event Times

Block Parties
8AM to 9PM

All Other Events
8AM to 11PM

(Please print)

Name of Applicant: Toni Navarro/JC Licht Ace Hardware

Address: 901 S Rohlwing Rd, Addison IL 60101 Daytime Phone: _____

E-mail Address: toni.navarro@jclicht.com Alt. Phone: 630-625-9211

Do you plan to use:

(Please mark all that apply)

Live or Recorded DJ Music Sound Equip. / Amplifiers Bounce Houses or Inflatables

Food Vendors Commercial Food Prep. Equipment **Grills**

Crafter / Vendors Alcohol Sales Portable Toilets and Sanitation

Will you require any of the following City services? Yes No

* Please contact the Police Dept. for fee schedule if requesting Police Detail or Security.

Street Closure Rolling Street Closure Alley Closure Parade Route Closure

** These City services supplied only if available on the day of the event and subject to personnel availability

Barricades *Police Detail/ Security Traffic Control **Berwyn Public Library Book Peddler (Bike)

**Fire Truck **McGruff **K-9 Unit **Police Explorers Unit

City Council Approval IS REQUIRED for your event. (City Council meets the 2nd & 4th Tuesday of every month)

- Submit this application to the Clerk's Office **8 weeks** prior to the event date.
- **A Certificate of Insurance is required for Parades, Outdoor Events, Use of Public Way, as well as for all food and beverage sales.**
- A Food License is required from the Berwyn Public Health Department for ALL food sales.
- A City of Berwyn Temporary Liquor License is required for ALL alcoholic beverage sales.
- A route map must be submitted with this application for all parades / demonstrations.
- USE OF PUBLIC WAY: Provide a list of intersections/corner locations and all dates being requested for use of public way. Location and Date availability is subject to approval. Use of public way is limited to one group per day, one group per location, and on a First Come—First Serve basis.
- **The City reserves the right to regulate, restrict and limit use of the public way at all times.**

Join us for our
Grand Opening
 Saturday, October 1, 2022
 10 a.m. - 4 p.m. at
JC Licht Ace Hardware



JC Licht ACE
 6316-18 Ogden Ave.
 Berwyn, IL 60402
 (708) 795-6060

Transform your room with Benjamin Moore paint.

Benjamin Moore
 AT
JCLicht ACE
 make it happen

Stop by for our vendor and grilling demos!
 Free giveaway with purchase to the first 100 customers.

Best prices of the season!

Stop in for a giant selection of live goods

- Fun for the family, including D.I.Y. face painting, pumpkin painting contest, lunch, grilling, & giveaways
- Activities benefiting Ann & Robert H. Lurie Children's Hospital

Join us for our Grand Opening!
 October 1, 2022 from 10 a.m. - 4 p.m.
 Benefiting:
 Ann & Robert H. Lurie
Children's Hospital of Chicago

Children's
 Miracle Network
 Hospitals



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C, No, Ext): 708-845-3917		FAX (A/C, No):
	E-MAIL ADDRESS: certificates@thehortongroup.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Arch Insurance Company			11150
INSURER B : Cincinnati Insurance Company			10677
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED JCLICHT-01
 JC Licht, LLC; JC Licht Crystal Lake LLC;
 JC Licht South Elgin LLC; JC Licht Mundelein LLC;
 901 S Rohlwing Rd.
 Suite M
 Addison IL 60101

COVERAGES

CERTIFICATE NUMBER: 1442490994

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

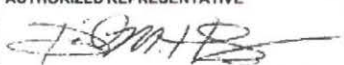
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZAGLB9249700	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9279800	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EXS 0639788	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZAWCI9970000	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured on a primary and non-contributory basis with respect to the general liability and auto liability only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract.

Location: 6316-18 Ogden Avenue, Berwyn, IL 60402
 Date of Event: 10/01/2022

CERTIFICATE HOLDER**CANCELLATION**

City of Berwyn 6700 West 26th Street Berwyn IL 60402-0701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

K-5



September 22, 2022

To: Mayor Lovero and Members of the Berwyn City Council

Re: Berwyn Fire Fighters Local 506 Cancer Drive

The Berwyn Fire Fighters Local 506 would like to conduct a "Pass the Helmet Drive" and go "Passionately Pink for the Cure" on October 15, 2022 to educate our Community about breast cancer and to raise funds for Susan G. Komen for the Cure. This would be our ninth year conducting this Drive in the City of Berwyn. In the past six years we have raised over \$25,000.00 for the American Cancer Society.

As a member of the Berwyn Fire Fighters Association Local 506, I am requesting permission for our Firefighters, in conjunction with the Berwyn Fire Department, to collect donations at various intersections throughout the City of Berwyn.

This will take place on Saturday October 15, 2022 and will go from 9:00 am to 12:00 pm.

Thank you for your consideration in this matter.

Respectfully,

Daniel Simek
Local 506 Cancer Drive

Cc: Chief Thomas Hayes

Berwyn Firefighters are NOT Afraid to Wear Pink!



CITY OF BERWYN EVENT APPLICATION



Please provide information about your planned event:

Date of Event: 10/15, 2022 Time: Start 9:00 am End 12:00 pm

Type: Block Party Parade Open Air Event Use of Public Way

Description of Event: Pass the Helmet - collecting for cancer

Location of Event: See map

Allowed Event Times

Block Parties
8AM to 9PM

All Other Events
8AM to 11PM

(Please print)

Name of Applicant: Dan Simcik

Address: _____ Daytime Phone: _____

E-mail Address: _____ Alt. Phone: _____

Do you plan to use:

(Please mark all that apply)

Live or Recorded Music Sound Equip. / Amplifiers Bounce Houses or Inflatables

Food Vendors Commercial Food Prep. Equipment

Crafter / Vendors Alcohol Sales Portable Toilets and Sanitation

Will you require any of the following City services? Yes No

* Please contact the Police Dept. for fee schedule if requesting Police Detail or Security.

Street Closure Rolling Street Closure Alley Closure Parade Route Closure

** These City services supplied only if available on the day of the event and subject to personnel availability

Barricades *Police Detail/ Security Traffic Control **Berwyn Public Library Book Peddler (Bike)

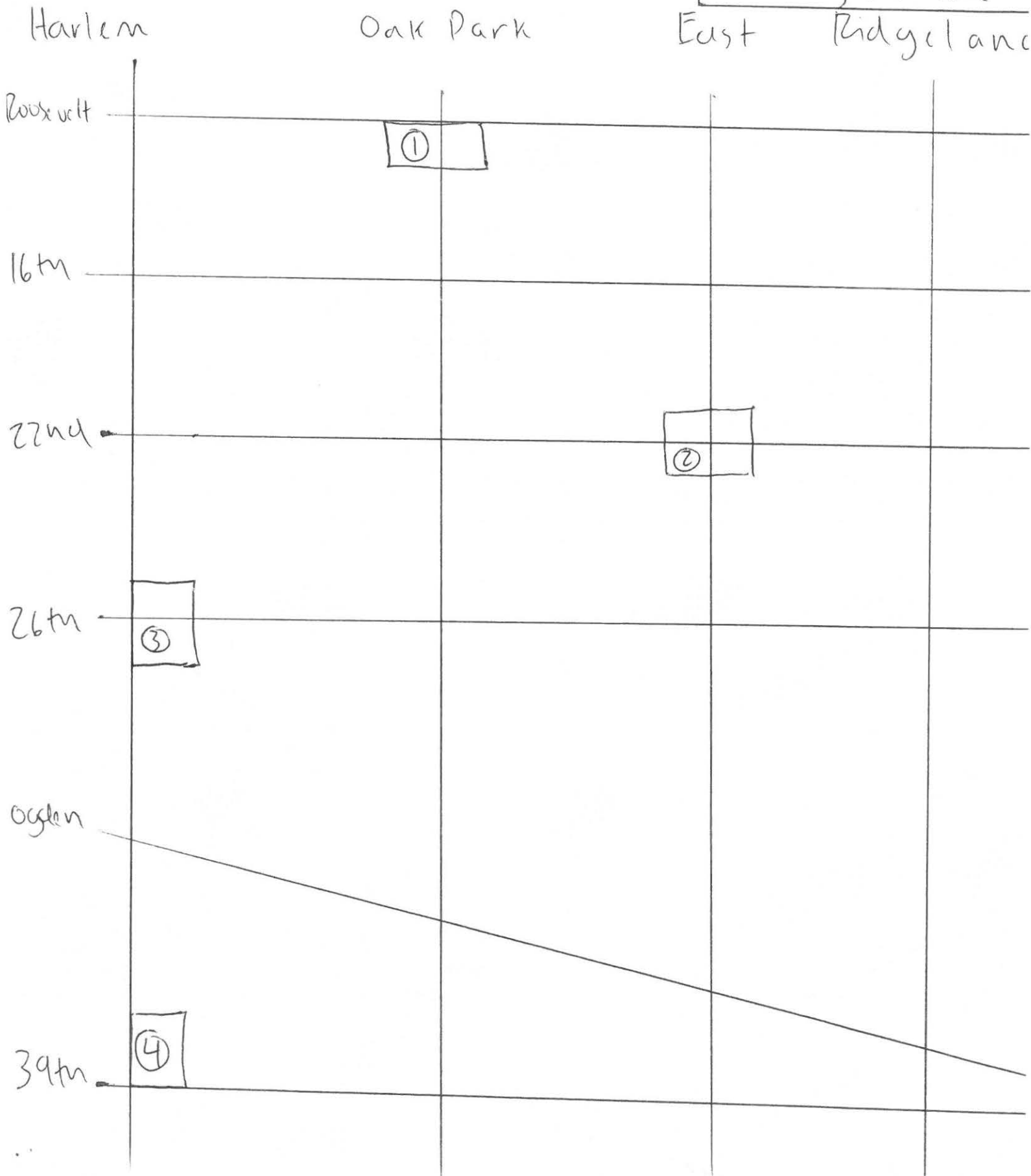
**Fire Truck **McGruff **K-9 Unit **Police Explorers Unit

City Council Approval IS REQUIRED for your event. (City Council meets the 2nd & 4th Tuesday of every month)

- Submit this application to the Clerk's Office **8 weeks** prior to the event date.
- **A Certificate of Insurance is required for Parades, Outdoor Events, Use of Public Way, as well as for all food and beverage sales.**
- A Food License is required from the Berwyn Public Health Department for ALL food sales.
- A City of Berwyn Temporary Liquor License is required for ALL alcoholic beverage sales.
- A route map must be submitted with this application for all parades / demonstrations.
- USE OF PUBLIC WAY: Provide a list of intersections/corner locations and all dates being requested for use of public way. Location and Date availability is subject to approval. Use of public way is limited to one group per day, one group per location, and on a First Come—First Serve basis.
- **The City reserves the right to regulate, restrict and limit use of the public way at all times.**

Map of Cancer Drive
collection locations

- ① Roosevelt & Oak Park Av
- ② East & 22nd
- ③ 26th & Harlem
- ④ Pershing & Harlem





K-6

City Council Communication – Request for Block Party

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

From: Residents of the 19 00 Block of Cuyler Ave (i.e. 1200 Block of Home)

Date: 9/11/2022

Re: Request for Block Party Approval

Dear Mayor Lovero and City Council:

The residents of the above listed street request approval for our Block Party to be held on:

Requested Date: 10/08/22, 2022 from 8:00 a.m. until 9:00 p.m.

Rain Date: 10/15/22, 2022 from 8:00 a.m. until 9:00 p.m.

We have also submitted the following forms with this request:

- Completed City of Berwyn Event Application, and
- A petition signed by at least 50% of the homeowners residing on our block.

I am the organizer of the Block Party. I have received and read the Berwyn Code of Ordinances regarding Block Parties and Bounce Houses. My neighbors and I agree to abide by all the laws of the City of Berwyn and State of Illinois. In addition, we state that:

- We understand that the **use of fireworks is illegal** in Berwyn and in Illinois. We understand that our use of fireworks during our block party may result in the cancelling of our permit resulting in the ending of our party along with the possible issuance of tickets and fines.
- We also understand that Live Bands, DJ's or any amplified music must be kept at a reasonable level so as not to disturb other neighbors.
- We agree to clean up our block after the party.

As the permit holder, I understand that I am accepting responsibility for the activities conducted during the time of this permit. I also agree to notify all my neighbors of the date and time of the Block Party.

Thank you for considering our Block Party request,

Daniel Lopez

Print Name

Address

Phone Number

E-mail Address

PLEASE RETURN TO THE OFFICE OF THE CITY CLERK 8 WEEKS PRIOR TO YOUR REQUESTED DATE
6700 W 26th St, Berwyn, IL 60402 Phone: 708 749 6452



CITY OF BERWYN EVENT APPLICATION



Please provide information about your planned event:

Date of Event: 10/08, 2022 Time: Start 8AM End 9PM

Type: Block Party Parade Open Air Event Use of Public Way

Description of Event: Fall Block Party

Location of Event: 1900 Cuyler Ave

Allowed Event Times
Block Parties
8AM to 9PM
All Other Events
8AM to 11PM

(Please print)

Name of Applicant: Daniel Lopez

Address: _____ Daytime Phone _____

E-mail Address: _____ Alt. Phone: _____

Do you plan to use: (Please mark all that apply)

Live or Recorded Music <input checked="" type="checkbox"/>	Sound Equip. / Amplifiers <input checked="" type="checkbox"/>	Bounce Houses or Inflatables <input type="checkbox"/>
	Food Vendors <input type="checkbox"/>	Commercial Food Prep. Equipment <input type="checkbox"/>
Crafter / Vendors <input type="checkbox"/>	Alcohol Sales <input type="checkbox"/>	Portable Toilets and Sanitation <input type="checkbox"/>

Will you require any of the following City services? Yes No

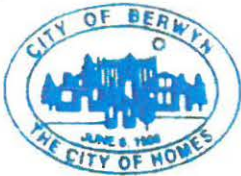
* Please contact the Police Dept. for fee schedule if requesting Police Detail or Security.

** These City services supplied only if available on the day of the event and subject to personnel availability

Street Closure <input checked="" type="checkbox"/>	Rolling Street Closure <input type="checkbox"/>	Alley Closure <input type="checkbox"/>	Parade Route Closure <input type="checkbox"/>
Barricades <input checked="" type="checkbox"/>	*Police Detail/ Security <input type="checkbox"/>	Traffic Control <input type="checkbox"/>	**Berwyn Public Library Book Peddler (Bike) <input type="checkbox"/>
**Fire Truck <input type="checkbox"/>	**McGruff <input type="checkbox"/>	**K-9 Unit <input type="checkbox"/>	**Police Explorers Unit <input type="checkbox"/>

City Council Approval IS REQUIRED for your event. (City Council meets the 2nd & 4th Tuesday of every month)

- Submit this application to the Clerk's Office **8 weeks** prior to the event date.
- **A Certificate of Insurance is required for Parades, Outdoor Events, Use of Public Way as well as for all food and beverage sales**
- A Food License is required from the Berwyn Public Health Department for ALL food sales.
- A City of Berwyn Temporary Liquor License is required for ALL alcoholic beverage sales.
- A route map must be submitted with this application for all parades / demonstrations.
- USE OF PUBLIC WAY: Provide a list of intersections/corner locations and all dates being requested for use of public way. Location and Date availability is subject to approval. Use of public way is limited to one group per day, one group per location, and on a First Come—First Serve basis.
- **The City reserves the right to regulate, restrict and limit use of the public way at all times.**



Request for Block Party & Guidelines

City of Berwyn
Marge Paul, City Clerk
mpaul@ci.berwyn.il.us
sanderson@ci.berwyn.il.us

Petition for Block Party

This petition must list signatures of residents who represent at least 50% on the block. All block residents - even those who did not sign the petition-will be notified at least seven days in advance of the block party date and time. This form must be received by the City Clerk Office at least four weeks prior to the requested block party date.

The undersigned, being residents of the 1900 block of Cuyler, hereby request the City of Berwyn to close the aforementioned block to vehicular traffic on 10/08/22 with a rain date of 10/15/22 from the hours of 8 a.m. / p.m. to 9:00 a.m./p.m.

Block Party Organizer Information

Name Daniel Lopez Address _____ Phone _____

E-Mail _____



CONTAINERS FOR PICKUP BY CLEARING DISPOSAL **

ADDRESS:

- 1912 Cuyler
- 1919 Cuyler
- 1916 Cuyler
- 1920 Cuyler
- 1926 Cuyler
- 1936 Cuyler ave.
- 1933 Cuyler Ave.
- 1929 Cuyler Ave
- 1921 Cuyler Ave
- 1911 CUYLER AVE
- 1901 Cuyler ave
- 1641 N Troy ST
- 1910 CUYLER AVE.



Request for Block Party & Guidelines

City of Berwyn
Marge Paul, City Clerk
mpaul@ci.berwyn.il.us
sanderson@ci.berwyn.il.us

The undersigned, being residents of the 1900 block of Cuyler, hereby request the City of Berwyn to close the aforementioned block to vehicular traffic on 10/15 from the hours of 8 a.m. / p.m. to 9 a.m. / p.m. with a rain date of 16/08

NAME:

ADDRESS:

Redacted

1916 Cuyler
1922 Cuyler
1908 Cuyler Ave