

Exhibit A to Resolution 17-R-0070

DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 4th day of September, 2018, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and Anona West Inc., (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

WITNESSETH:

WHEREAS, the APPLICANT is the owner of certain real property located at 129 Fremont Street, in West Chicago, (hereinafter referred to as the "SUBJECT REALTY") and legally described on Exhibit "A", which is attached hereto and incorporated herein; and,

WHEREAS, the SUBJECT REALTY is located within the CITY'S Downtown Redevelopment Project Area (hereinafter referred to as the "AREA"), duly established pursuant to the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "ACT"), 65 ILCS 5/11-74.4-1 et seq.; and,

WHEREAS, Chapter 4, Article V of the CITY'S Code of Ordinances establishes specific rules and regulations with respect to the alteration of historic structures in the AREA; and,

WHEREAS, Chapter 4 Article VI of the CITY'S Code of Ordinances establishes a facade program (hereinafter referred to as the "PROGRAM") whereby the CITY may make financial contributions toward the cost of certain exterior improvements with respect to commercial structures located within the AREA; and,

WHEREAS, the SUBJECT REALTY is improved with a commercial structure upon which the APPLICANT proposes to complete certain exterior improvements (hereinafter referred to as the "IMPROVEMENTS"), as detailed and depicted on the improvement plans and specifications (hereinafter referred to as the "PLANS"), which are attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, the APPLICANT has applied, pursuant to the PROGRAM, for a financial contribution from the CITY toward the cost of the IMPROVEMENTS as detailed and depicted on the PLANS; and,

WHEREAS, the CITY has determined that it would further the achievement of the objectives of the AREA for the commercial structure located upon the SUBJECT REALTY to be improved as provided for on the PLANS and that said IMPROVEMENTS would qualify for financial contributions from the CITY pursuant to the PROGRAM; and,

WHEREAS, the CITY desires the IMPROVEMENTS be completed on the SUBJECT REALTY and agrees to financially contribute toward such IMPROVEMENTS based on the terms and conditions of this AGREEMENT and the PROGRAM; and,

WHEREAS, the APPLICANT desires to complete the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the PROGRAM and desires to receive a financial contribution from the CITY for the completion of said IMPROVEMENTS.

WHEREAS, on August 28, 2018 the CITY'S Historical Preservation Commission approved Certificates of Appropriateness No. 18-07 for the IMPROVEMENTS.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The PARTIES hereby confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Article I and the same shall continue for so long as this AGREEMENT is of force and effect.

ARTICLE II
AUTHORITY

This AGREEMENT is made and entered into by the PARTIES pursuant to and in accordance with the provisions of the ACT.

ARTICLE III
IMPROVEMENTS TO THE SUBJECT REALTY

The APPLICANT shall complete the IMPROVEMENTS on the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT and in full compliance with all applicable codes, ordinances, rules, regulations, permits and any conditions attached thereto, whether imposed by the CITY or any other unit of local government or any Federal, State or governmental agency having jurisdiction over the SUBJECT REALTY or any portion thereof, and shall complete the IMPROVEMENTS in a good and workmanlike manner.

The APPLICANT shall furnish, or cause to be furnished, at his own expense, all the necessary materials, labor and equipment to complete the IMPROVEMENTS in accordance with the PLANS. The IMPROVEMENTS shall be subject to inspection by, and approval of, the CITY.

The APPLICANT shall pay to the CITY all plan review, inspection and other fees, prior to the issuance of any required building permits for the IMPROVEMENTS on the SUBJECT REALTY, as required by the CITY'S Code of Ordinances.

The APPLICANT shall complete the IMPROVEMENTS within twelve (12) months of the issuance of the building permit by the CITY for such IMPROVEMENTS. If the APPLICANT fails to complete the IMPROVEMENTS within the established timeframe the CITY may rescind the financial contribution agreed upon herein in this AGREEMENT.

ARTICLE IV
REDEVELOPMENT OF THE SUBJECT REALTY

Upon the APPLICANT'S completion of the IMPROVEMENTS on the SUBJECT REALTY as provided hereinabove, the APPLICANT shall give notice of completion to the CITY, and shall provide the CITY with all receipts, sworn contractor statements and lien waivers (hereinafter referred to as the "DOCUMENTATION") showing that all persons who have done work, or have furnished materials with respect to the IMPROVEMENTS, and might be entitled to a

lien therefore under any laws of the State of Illinois, have been paid in full for their work and are no longer entitled to such lien. The CITY shall inspect the IMPROVEMENTS as soon as practicable after receipt of the DOCUMENTATION, and if the IMPROVEMENTS are found to be in full compliance with the terms of this AGREEMENT and all applicable codes, ordinances, rules, regulations, permits and conditions as provided hereinabove, the CITY shall issue a final inspection report approving the IMPROVEMENTS. The City Council, following the issuance of said final inspection report and receipt of all of the required DOCUMENTATION, shall authorize payment of the CITY'S financial contribution toward the IMPROVEMENTS pursuant to the PROGRAM in an amount equal to the lesser of nine thousand four hundred dollars and zero cents (\$9,400.00), or one half of the amount actually paid by the APPLICANT for the IMPROVEMENTS, as indicated on the DOCUMENTATION submitted to the CITY, whichever is less.

ARTICLE V
TIME

Time is of the essence under this AGREEMENT and all time limits set forth herein shall be mandatory and shall not be waived except by a lawfully authorized and executed written waiver amendment to this AGREEMENT by the PARTIES excusing such timely performance.

ARTICLE VI
AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and undertakings between the APPLICANT and the CITY relative to the IMPROVEMENTS identified herein this AGREEMENT , and there shall be no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with the law and reduced in writing and signed by the PARTIES. However, whenever under the provisions of this AGREEMENT any notice or consent of the CITY or the APPLICANT is required, or the CITY or the APPLICANT is required to agree or to take some action at the request of the other, such approval or such consent of such request shall be given for the CITY, unless otherwise provided herein, by the Mayor or his designee and for the APPLICANT by the APPLICANT or any agent as the APPLICANT so authorizes.

ARTICLE VII
NOTICES

All notices and requests required pursuant to this AGREEMENT shall be sent by certified mail as follows:

To the APPLICANT:	Annoa West, Inc. Tom Cherrington, 129 Fremont Street West Chicago, IL 60185
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To the CITY: City of West Chicago
475 Main Street
West Chicago, Illinois 60185

or at such other addresses as either of the PARTIES may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof.

ARTICLE VIII
GOVERNING LAWS

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE IX
COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals on the date first above written.

CITY OF WEST CHICAGO, an Illinois
Municipal Corporation,

By: _____
Mayor Ruben Pineda

ATTEST: _____
City Clerk Nancy M. Smith

By: _____
Tom Cherrington

STATE OF ILLINOIS)
)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the City of West Chicago, and Nancy M. Smith, City Clerk, personally known to me to be the same persons whose names are set forth on the foregoing instrument as such Mayor and City Clerk respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2018.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Birch, personally known to me to be the same person whose name is set forth on the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2018.

Notary Public

EXHIBIT A

Subject Realty Legal Description

Lot One (1) in Isherwood's Resubdivision of part of Block sixteen (16) in McConnell's Town of Turner, a subdivision in Sections three (3), four (4), nine (9) and ten (10) Township thirty-nine (39) North, Range nine (9), East of the Third Principal Meridian, according to the plat of said resubdivision recorded June 23, 1928 as document 260502, In DuPage County, Illinois.

P.I.N. 04-04-415-002

EXHIBIT B

(Insert PLANS here)

200-2008
JAT

OFFICIAL USE ONLY	
Building Permit #	_____
COA #	_____
COA Approval Date	_____

**CITY OF WEST CHICAGO
FACADE IMPROVEMENT GRANT PROGRAM APPLICATION
WRITTEN ESTIMATE FORM**

COMPLETE ONE FORM FOR EACH PROJECT ADDRESS

PROJECT ADDRESS 129 FREMONT STREET

OWNER'S NAME ANDYA WEST, INC.

OWNER'S ADDRESS AS ABOVE

OWNER'S TELEPHONE NUMBER 630-234-0005
Tom Cherrington@gmail.com

CONTRACTOR'S NAME ADVANCED ROOFING, INC.

CONTRACTOR'S ADDRESS 29W225 WEST NORTH AVE, WEST CHICAGO

CONTRACTOR'S TELEPHONE NUMBER 630-231-5018 DATE 7/25/2018

DESCRIPTION OF PROPOSED CONSTRUCTION - ATTACH ANY ADDITIONAL INFORMATION TO THIS FORM.

REMOVE EXISTING ROOFING, FLASHING AND
REAR GUTTER AND REPLACE WITH GOMIL
TPO ROOFING INCLUSIVE OF ALL FLASHING,
GUTTERS, VENTS, ETC.

TOTAL COST TO PERFORM ABOVE WORK \$ 18,800.00

THIS ESTIMATE GOOD FROM 7/11/2018 UNTIL 10/11/2018

CONTRACTOR'S SIGNATURE _____



COPY

29 W 225 North Avenue
West Chicago, IL 60185
PHONE (630) 231-7663
FAX (630) 231-5018

Reference List

Mr. Mike Tracz
Charter Construction Company
1225 Carnegie Street, Suite 107
Rolling Meadows, Illinois 60008
847 342-1188 X4

Re: Wheaton Post Office
Round Lake Post Office
Wheeling Post Office
Forest Park Post Office VMF
Peoria Post Office VMF
Mt. Prospect Post Office
Carol Stream Post Office
Division Station Post Office
Garfield Park Post Office

Lakeview Station Post Office
Wisconsin Rapids Post Office
Wicker Park Post Office
Addison Post Office
Burlington, Iowa Post Office
Dunning Station Post Office
Cary Post Office
Rochelle Post Office
Rolling Meadows Community Center

Mr. Don Bova
Roth Bros., Inc.
3847 Crum Road
Youngstown, Ohio 44515
330 270-4991

Re: South Bend Post Office
Creston Post Office
Tiskilwa Post Office

Fowler, Indiana Post Office
Savana Post Office
Lanark Post Office

Mr. Michael Androwich
Midwest Industrial Funds
1301 W 22nd Street, Suite 711
Oak Brook, Illinois 60523
630 230-6353

Mr. Brian/Chris Harrington
cnb Construction
800 Dundee Avenue
Elgin, Illinois 60120
847 760-6655

Mr. Thomas Zordan, AIA
Architectural Consulting Group, Ltd.
303 N Barrington Road, Suite 205
Barrington, Illinois 60010
847 277-1900 X12

Mr. Thomas Everson
Aryzta
111 Northwest Avenue
Northlake, Illinois 60164
708 498-2328



COPY

29 W 225 West North Avenue
West Chicago, IL 60185
PHONE (630) 231-7663
FAX (630) 231-5018

July 11, 2018
License #104.010013
#105.000920

Tom Cherrington
129 Fremont Street
West Chicago, IL 60185

Re: Anona West Roof Replacement

On behalf of Advanced Roofing & Woodworking, Inc., I would like to thank you for the opportunity to submit a proposal for the roof replacement (approximately 2,500 square feet) at the above referenced location. The following scope of work outlines the procedure's we will follow.

SCOPE OF WORK

PRE-PROJECT PREPARATION

- Contractor's certificate of insurance to be issued to customer prior to start of project.
- Schedule Pre-Job walk through and project hand off with Sales Engineer and Site Supervisor to ensure all details of Scope of Work are addressed.
- All city permits and bonds if required will be obtained for specified work.

PROJECT SITE PROTECTION & PREPARATION

- Establish safety plan for your project in accordance with OSHA standards.
- Establish job logistics.
- Schedule all waste removal, disposal, and recycling.
- Determine areas of protection that are needed, grounds-landscaping, building exteriors, parking-areas, and pedestrian walk ways.

DEMOLITION / REMOVAL OF EXISTING COMPONENTS

- Company owned dumpsters will be used for all debris removal from site.
- All debris will be cleaned up on a daily basis, including swept, blown and magnetically rolled.
- All roofing removed will be replaced that same day.

ADVANCED
ROOFING

and Woodworking Inc.

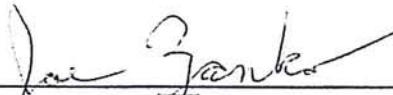


29 W 225 West North Avenue
West Chicago, IL 60185
PHONE (630) 231-7663
FAX (630) 231-5018

- Tuck-pointing of any kind can in no way become any part of this contract. The responsibility of tuck-pointing becomes solely that of the owner. All attempts will be made to the best of Advanced Roofing & Woodworking, Inc.'s capabilities to provide temporary enclosure till such time as a tuck-pointer's operations has been started.
- If default in payment, the client shall assume responsibility for all collection and legal fees necessitated by default of payment. In the event that legal action is necessary, the matter will be resolved in Du Page County, Illinois. Prejudgment interest of 10% will be incurred by the client annually.

CONTRACT ACCEPTANCE

I, the customer, agree that the above prices, specifications, and conditions are satisfactory and hereby accept this binding agreement. With my signature, Advanced Roofing & Woodworking, Inc. is authorized to do the work as specified. Payments will be made as outlined above.



ADVANCED
ROOFING
and Woodworking Inc.

7/11/2018
Date

Customers
Authorized Signature

Date



29 W 225 West North Avenue
West Chicago, IL 60185
PHONE (630) 231-7663
FAX (630) 231-5018

PROJECT SPECIFICATIONS

- Remove all existing roofing and flashings down to the structural metal deck, remove from the job site and legally dispose of.
- Supply and install new wood blocking around the entire perimeter of the roof matching the height of the new insulation.
- Supply and install 2 layers of 2.6" Johns Manville polyisocyanurate insulation over the entire exposed metal deck and secure with the Rhinobond fastening system per manufacturers' published guidelines.
- Supply and install a mechanically fastened 60 mil Johns Manville TPO roof system over the new insulation and secure with the Rhinobond fastening system per manufacturers' published guidelines.
- Supply and install 1 layer of 60 mil Johns Manville TPO around all perimeter and interior flashings and secure with bonding adhesive per manufacturers published guidelines.
- Supply and install new TPO boot flashings at all heat and soil stack locations.
- Supply and install a termination bar at the top of all wall and projection flashings.
- Fabricate and install new sheet metal gutters and downspouts in pre-finished 24 gauge galvanized metal. Color: _____ (Standard Colors Only)
- Provide owner with a 2 year material and labor warranty from Advanced Roofing and Woodworking, Inc.

PROJECT DISCOVERY / CHANGE ORDERS / ADDITIONAL WORK CHARGES

- Replace all deteriorated wood blocking at a unit cost of \$3.50 per lineal foot.
- Replace all deteriorated wood decking at a unit cost of \$3.00 per square foot for plywood and \$3.50 per lineal foot for solid wood decking.
- Additional work will be charged at a rate of \$81.00 per man per hour plus the cost of material and executed by previously consented written change order only.

EXCLUSIONS

- Permits

FINAL PROJECT INSPECTION AND ACCEPTANCE

- A complete project area clean up will be performed and all debris will be legally disposed.
- All equipment, left over materials, and project site protection will be disassembled and removed from the project site.



SHEET METAL SUPPLY LTD.

Custom Fabrication

Quote

Order

Fax: 847.478.9500 Phone: 847.478.8500

Company Name: _____

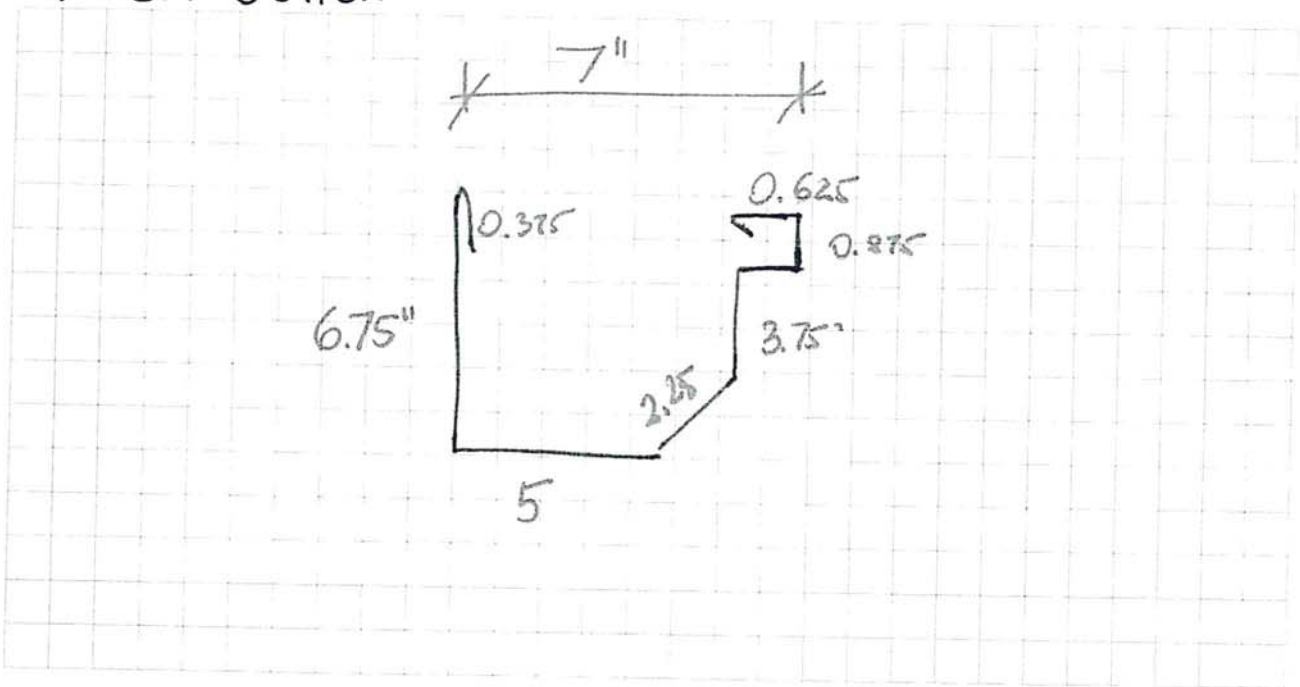
Contact Name: _____

Contact Phone: _____

Fax: _____

Project Name/Number: _____

7" Box GUTTER



Material 24 ga Kynar Color _____
 24 ga Galvanized
 Other please specify _____

Ship To _____

Quantity: _____ LF (sold in 10LF sections)

Options: Cleat: Front Back

Jobsite Contact: _____

Splice Plate: Internal External

Contact #: _____

Miters: Quantity _____ Inside _____ Outside _____
Style: Pre-Cut or Prefabricated

Expected Delivery: _____

Other Notes/Instructions: _____

Pick-up Delivery



SHEET METAL SUPPLY LTD.

Custom Fabrication

Quote

Order

Fax: 847.478.9500 Phone: 847.478.8500

Company Name: _____

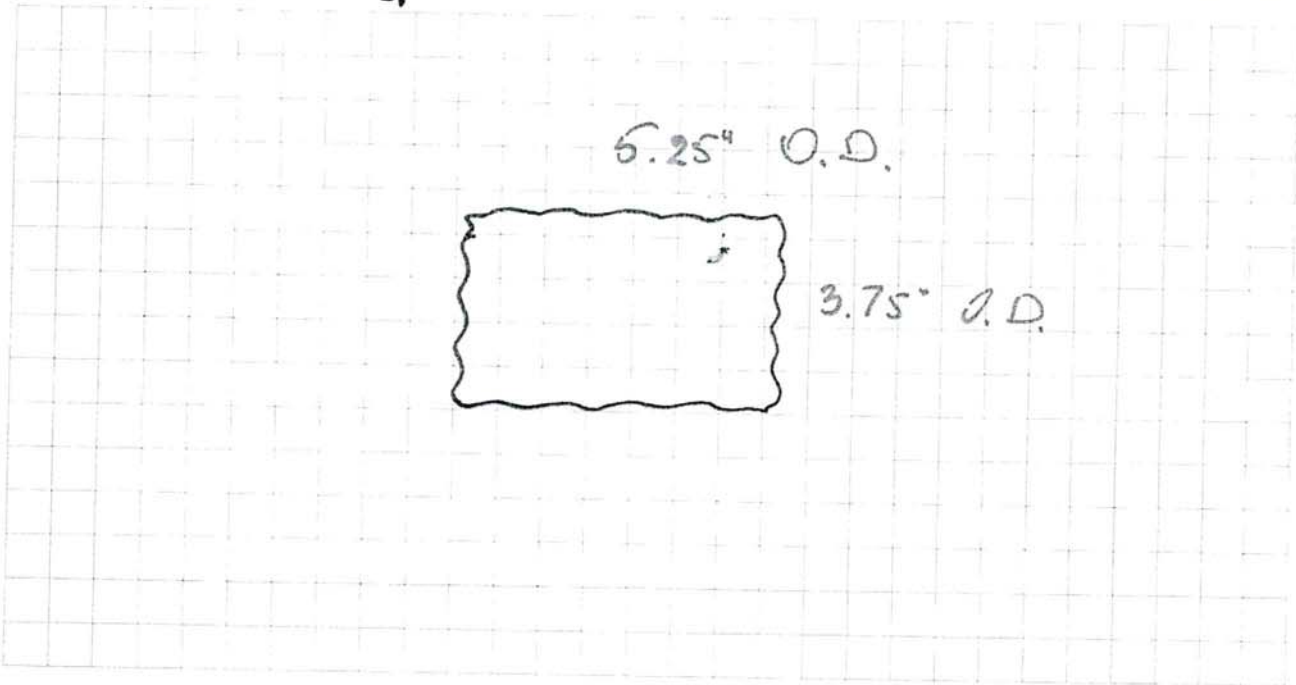
Contact Name: _____

Contact Phone: _____

Fax: _____

Project Name/Number: _____

4" X 5" Corrugated
Downspout



Material 24 ga Kynar Color _____
 24 ga Galvanized
 Other please specify _____

Ship To _____

Quantity: _____ LF (sold in 10LF sections)

Options: Cleat: Front Back

Jobsite Contact: _____

Splice Plate: Internal External

Contact #: _____

Miters: Quantity _____ Inside _____ Outside _____

Style: Pre-Cut or Prefabricated

Expected Delivery: _____

Other Notes/Instructions: _____

Pick-up Delivery

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Downtown Façade Grant Program Agreement
151 West Washington Street
West Chicago Community Center

Resolution No. 18-R-0072

AGENDA ITEM NUMBER:

5.A.

FILE NUMBER:**COMMITTEE AGENDA DATE:** August 13, 2018**COUNCIL AGENDA DATE:****STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE****CITY ADMINISTRATOR REVIEW:** Michael Guttman**SIGNATURE**

ITEM SUMMARY:

The West Chicago Community Center has requested Façade Grant Program funding to replace the roof on and make repairs to the east porch and balcony on the building at 151 West Washington Street. Both the proposed roof replacement and repairs to the east porch and balcony are eligible improvements under the Program's guidelines and complies with the City's Building and Zoning Code regulations.

The West Chicago Community Center has submitted three estimates for the roof replacement, as required: 1) Vern Moore & Sones Roofing for \$10,782.00; 2) Tracy Home Improvement for \$12,145.00; and 3) G. Klemm Roofing for \$11,120.00. Three estimates for the repairs to the east porch and balcony were also submitted as required: 1) Cimino Construction for \$55,673.00; 2) R.C. Soto for \$56,438; and 3) Jaydee Carpentry, Inc. for \$58,500. The City's contribution is typically 50% of the lowest estimated cost, which in this case is a combined \$33,227.50. A copy of the Agreement is attached as Exhibit A of the attached Resolution.

The funding for the Program comes from the downtown T.I.F. district, if sufficient funding is available for the Program. City staff determined that there are sufficient funds available to reimburse up to \$20,000.00 to The West Chicago Community Center for the successful replacement of the roof and repairs to the east porch and balcony per the Program's guidelines.

Staff notes that the applicant, owing to the City having deeded the property to the West Chicago Community Center free-and-clear and with no financial encumbrances, maintains a strong equity position in this instance. Given this equity position – estimated at \$180,000 prior to recent improvements based on Winfield Township property tax assessments, and established at \$350,000 in the West Chicago Community Center's Lease/Purchase Agreement with a putative tenant/buyer – it can reasonably be anticipated that a construction loan for the proposed improvements could be secured from a private sector lending institution, thereby obviating the need for a grant award and freeing up funds for other pending applications and projects. Any debt service assumed for these improvements would be offset by either lease payments from the tenant or cleared upon sale of the property. Reserving these monies for other pending and anticipated projects would better leverage the limited amount of funding remaining in the Façade Grant Program and offer an opportunity to improve several buildings and sites.

It is staff's recommendation that no funds be awarded to the applicant in view of the West Chicago

CITY OF WEST CHICAGO

Community Center's strong equity position and ability to secure private funding to make the proposed improvements. The limited available funds in the Façade Grant Program - \$20,000 at present – could be better leveraged to assist other projects that are or will be under review before year's end.

Should the City Council determine that an award should be made in this instance, a Resolution and Grant Agreement reflecting an amount of \$10,600.00 are attached. With an award in this reduced amount, sufficient funds would be reserved to fund a pending application from Anona West, Inc. for roof replacement at 129 Fremont Street, thereby facilitating the completion of two projects.

ACTIONS PROPOSED:

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in the amount not to exceed \$10,600.00 to the West Chicago Community Center for the replacement of the roof and repairs to the east porch and balcony at 151 West Washington Street.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 18-R-0072

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT -
WEST CHICAGO COMMUNITY CENTER - 151 WASHINGTON
STREET**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain Downtown Façade Grant Program Agreement by and between the West Chicago Community Center and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 20th day of August, 2018.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

Exhibit A to Resolution 2018-R-0072

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WHEREAS, on November 28, 2017 the CITY'S Historical Preservation Commission approved Certificates of Appropriateness No. 17-21 for the IMPROVEMENTS.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

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Time is of the essence under this AGREEMENT and all time limits set forth herein shall be mandatory and shall not be waived except by a lawfully authorized and executed written waiver amendment to this AGREEMENT by the PARTIES excusing such timely performance.

ARTICLE VI
AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and undertakings between the APPLICANT and the CITY relative to the IMPROVEMENTS identified herein this AGREEMENT , and there shall be no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with the law and reduced in writing and signed by the PARTIES. However, whenever under the provisions of this AGREEMENT any notice or consent of the CITY or the APPLICANT is required, or the CITY or the APPLICANT is required to agree or to take some action at the request of the other, such approval or such consent of such request shall be given for the CITY, unless otherwise provided herein, by the Mayor or his designee and for the APPLICANT by the APPLICANT or any agent as the APPLICANT so authorizes.

ARTICLE VII
NOTICES

All notices and requests required pursuant to this AGREEMENT shall be sent by certified mail as follows:

To the APPLICANT:	West Chicago Community Center, Inc. David Sabathne, Director 306 Main Street West Chicago, IL 60185
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To the CITY: City of West Chicago
475 Main Street
West Chicago, Illinois 60185

or at such other addresses as either of the PARTIES may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof.

ARTICLE VIII
GOVERNING LAWS

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE IX
COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals on the date first above written.

CITY OF WEST CHICAGO, an Illinois
Municipal Corporation,

By: _____
Mayor Ruben Pineda

ATTEST: _____
City Clerk Nancy M. Smith

By: _____
David Sabathne

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the City of West Chicago, and Nancy M. Smith, City Clerk, personally known to me to be the same persons whose names are set forth on the foregoing instrument as such Mayor and City Clerk respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2018.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Sabathne, personally known to me to be the same person whose name is set forth on the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2018.

Notary Public

EXHIBIT A

Subject Realty Legal Description

A part of Lots 1 and 2 in Block 6 in Winslow's Addition to the Town of Junction, being a subdivision of part of the Northeast 1/4 of Section 9. Township 39 North. Range 9. East of the Third Principal Meridian. according to the plat thereof recorded May 18, 1857 as Document No. 11467, described as follows: beginning at the Northwesterly corner of said Lot 2 and running thence North 76 and a half degrees East along the Northerly line of said Lot 2 aforesaid. 65.4 feet to a post; thence Southerly in a direct line to a Point 8.7 feet Easterly of the Southeast corner of said corner Lot and in North line of the street; thence South 76 and a half degrees West along North line of said street, 88.7 feet to the Southwesterly corner of said lot 2; thence North 24 and a half degrees West 132 feet to a place of beginning. (Except therefrom the Southwesterly 10 feet in width of Lot 2, measured on a perpendicular drawn to said Southwesterly line and drawn parallel to said Southwesterly line, in Block 6 in Winslow's Addition to the Town of Junction), in DuPage County, Illinois.

P.I.N.: 0409201016

EXHIBIT B

(Insert PLANS here)

OFFICIAL USE ONLY

Building Permit # _____
COA # _____
COA Approval Date _____

CITY OF WEST CHICAGO
FACADE IMPROVEMENT GRANT PROGRAM APPLICATION
WRITTEN ESTIMATE FORM

COMPLETE ONE FORM FOR EACH PROJECT ADDRESS

PROJECT ADDRESS 151 W. Washington Street

OWNER'S NAME West Chicago Community Center, Inc.

OWNER'S ADDRESS 306 Main Street, West Chicago, IL 60185

OWNER'S TELEPHONE NUMBER 630-231-3003

CONTRACTOR'S NAME Vern Moore & Sons Roofing

CONTRACTOR'S ADDRESS 1012 Elizabeth St West Chicago

CONTRACTOR'S TELEPHONE NUMBER 630-272-4143 DATE 4/30/18

DESCRIPTION OF PROPOSED CONSTRUCTION - ATTACH ANY ADDITIONAL INFORMATION TO THIS FORM.

Roof 151 W. Washington St. Please see attached proposal

TOTAL COST TO PERFORM ABOVE WORK \$ 10,782

THIS ESTIMATE GOOD FROM 4/30/18 UNTIL _____

CONTRACTOR'S SIGNATURE _____

Proposal

Page No. _____

of _____

Pages _____

VERN MOORE & SONS ROOFING INC.

1012 Elizabeth Street
 WEST CHICAGO, ILLINOIS 60185
 (630) 272-4143 vmooreroofing@yahoo.Com

PROPOSAL SUBMITTED TO <i>WEST CHICAGO Community Center</i>		PHONE	DATE <i>4-30-2018</i>
STREET <i>151 WASHINGTON St.</i>		JOB NAME	
CITY, STATE and ZIP CODE <i>WEST CHICAGO, IL 60185</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*TEAR OFF EXISTING ROOFING FROM FLAT ROOF.
 MAKE ANY NECESSARY REPAIRS TO ROOF DECKING.
 FASTEN 1/2" high DENSITY INSULATION BOARD TO FLAT ROOF.
 TOTALLY ADHERE .045 EPDM RUBBER MEMBRANE TO INSULATION.
 INSTALL NEW ALUMINUM EDGE METAL AT PERIMETERS & FLASH WITH
 RUBBER COVER STRIP.
 RUN RUBBER ONTO BRICK WALL & CHIMNEY - FASTEN WITH
 TERMINATION BAR & SEAL WITH GEACELL SEALANT.
 REMOVE ALL DEBRIS FROM JOB SITE.
 BUILDING PERMIT ENCLOSED.*

*\$10,782.00/xx**Any plywood REPLACEMENT @ \$50.00/xx per 1/2" plywood sheet (4-ply)***We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: _____ dollars (\$ _____).

Payment to be made as follows:

UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration 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 Workman's Compensation Insurance.

Authorized Signature

*Vern Moore (PRES)*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.

Date of Acceptance: _____

Signature _____

Signature _____

OFFICIAL USE ONLY

Building Permit # _____
COA # _____
COA Approval Date _____

CITY OF WEST CHICAGO
FACADE IMPROVEMENT GRANT PROGRAM APPLICATION
WRITTEN ESTIMATE FORM

COMPLETE ONE FORM FOR EACH PROJECT ADDRESS

PROJECT ADDRESS 151 W. Washington Street

OWNER'S NAME West Chicago Community Center, Inc.

OWNER'S ADDRESS 306 Main Street, West Chicago, IL 60185

OWNER'S TELEPHONE NUMBER 630-231-3003

CONTRACTOR'S NAME Cimino Construction

CONTRACTOR'S ADDRESS 35 W 375 Maple Lane, St. Charles 60174

CONTRACTOR'S TELEPHONE NUMBER _____ DATE 4/7/18

DESCRIPTION OF PROPOSED CONSTRUCTION - ATTACH ANY ADDITIONAL INFORMATION TO THIS FORM.

151 W. Washington Street.
Porch and balcony construction per approved plans.

TOTAL COST TO PERFORM ABOVE WORK \$ 55,673.00

THIS ESTIMATE GOOD FROM 4/7/18 UNTIL _____

CONTRACTOR'S SIGNATURE _____

Cimino Construction Inc.

35w375 Maple Lane
 Saint Charles, IL 60174

Estimate

Date	Estimate #
4/7/2018	12935

Name / Address
Dave Sabathne c/o Wait House 151 West Washington St West Chicago, Ill, 60185

			Project
Description	Qty	Cost	Total
Estimate for the work at Wait House as described in Blue prints provided for by KF Brandies Architects (Porch and Ramp addition) CONCRETE: Furnish and supply all material and labor to demolition existing concrete porch on the east side of the property as well as remove three existing concrete pads in same location. Also remove and discard all concrete material off site. remove all existing sidewalk on east side of property. dig and pour 4 14inch piers and 14 10 inch piers as noted, rework side walk as per drawing and to access new porch and ramp design, All areas under new porch to be backfilled with 12 min gravel as noted FRAMING: TRIM: Supply all labor and materials to erect wooden porch roof and deck as noted on plans, porch decking will be 5/4 treated deck boards and all posts will be cedar 6x6 with plywood detail to match picture profile. all balusters will be custom 2 3/8 x 2 3/8 to match picture profile as well as existing structure, soffet and fascia will be trimmed in 1 x cedar as well as dental molding to match picture profile, ceiling will be covered with bead board to match period look. RAMP: install handicap ramp with treated lumber and 5/4 x 6 treated decking to match custom porch as noted. also install cedar posts routed to period detail and custom 2 3/8 x 2 3/8 turned spindles to match picture profile, HANDICAP RAILINGS:		11,875.00	11,875.00
		16,216.00	16,216.00
		6,200.00	6,200.00
		Total	

Customer Signature _____

Cimino Construction Inc.

35w375 Maple Lane
 Saint Charles, IL 60174

Estimate

Date	Estimate #
4/7/2018	12935

Name / Address
Dave Sabathne c/o Wait House 151 West Washington St West Chicago, Ill, 60185

			Project
Description	Qty	Cost	Total
Supply and install custom metal railing for the handicap ramp as well as the porch entry stairs Railings will be attached to the deck posts with lag bolts and painted either wht or black customer preference, PAINTING: The entire deck and porch and ramp with exception to the decking will be stained including lath wrap , with a stain of customers preference color ROOFING: The roof of the porch and the deck will be covered in 1/2 " layer of polycarbonate insulation material with 60 mill EPDM fully adhered roof covering metal gravel edge install and flashed as per plans, also furnish and install approx 23' of gutter and 14 ft downspout TRIM: Furnish and install two custom metal support brackets for the front balcony and cover the supports with custom made corbels as noted in plans MASON: Rework and clean up all stone work at existing stoop to be removed , includes matching the flag stone if necessary, tuck pointing damaged areas and brush cleaning for appearance DOOR: Remove existing door at east entrance and install a new ADA 3/0 door that matches the picture profile on plans, also includes new ADA threshold , Closure, And door hardware All trim around door to remain unless rework is necessary GEN CONT FEE 6 % GEN COND FEE (blue prints, onsite supervisor, dumpster, cell phones , insurance , porta potty, administrative costs, etc 3%		2,900.00	2,900.00
		3,200.00	3,200.00
		3,500.00	3,500.00
		1,800.00	1,800.00
		1,500.00	1,500.00
		2,500.00	2,500.00
		2,982.00	2,982.00
		1,500.00	1,500.00
		Total	

Customer Signature _____

Cimino Construction Inc.

35w375 Maple Lane
 Saint Charles, IL 60174

Estimate

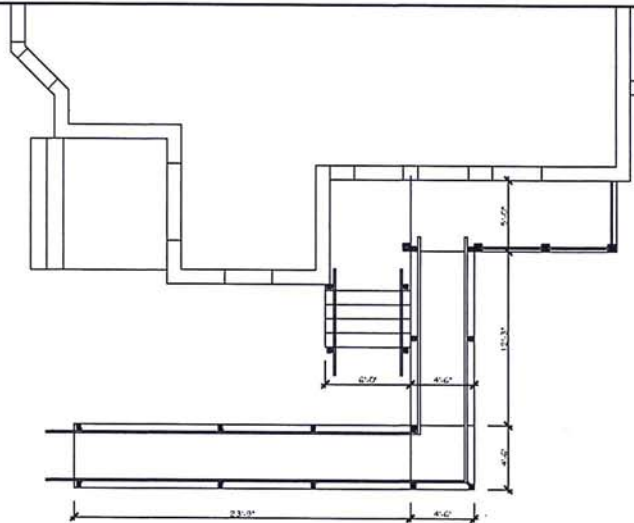
Date	Estimate #
4/7/2018	12935

Name / Address
Dave Sabathne c/o Wait House 151 West Washington St West Chicago, Ill, 60185

Project

Description	Qty	Cost	Total
PROFIT AND OVERHEAD: 3% NOTES: All landscaping not included No electric work is included as per drawings All work will be done in a timely professional manner Customer will provide free use of water and electricity All work at the end of the day will be left neat and tidy		1,500.00	1,500.00
		Total	\$55,673.00

Customer Signature _____



RAMP OPTION #1 PLAN
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



EAST ELEVATION
SCALE: 1/4" = 1'-0"

REVISIONS	BY:
04/16/13	VA
Code Review	



ARCHITECTURAL RESOURCES
W. Alex Teipel - Architect
Robert M. Akers - Architect
417 West State Street
Geneva, Illinois 60134 - (630) 232-1774

I hereby certify that these plans were prepared under my supervision and to the best of my knowledge and belief they conform to all applicable codes and to the minimum standards of the International Building Code as amended by the Illinois Administrative Code as last amended 11/1/12.

Exempt: 11/2011

Floor Plan, Sections, Details & Notes
Tenant Build out for Expansion of Salon ELLENBE
WYANT HOUSE
121 Washington Street
West Chicago, Illinois

Date 05/16/17
Scale AS NOTED;
Drawn W.A.T.
Job 17-2612

Sheet
A1

Of 2 Sheets