

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-22-46 A RESOLUTION APPROVING PURCHASE AGREEMENTS BETWEEN THE CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR PURCHASE AND INSTALLATION OF CITY WAYFINDING AND ENTRYWAY SIGNAGE IN AN AMOUNT NOT TO EXCEED \$50,421**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 6th of October, 2022.



Lynn Curiale, City Clerk



Resolution #R-22-46

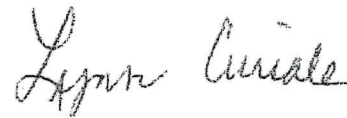
**A RESOLUTION APPROVING PURCHASE AGREEMENTS BETWEEN THE
CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR PURCHASE
AND INSTALLATION OF CITY WAYFINDING AND ENTRYWAY SIGNAGE
IN AN AMOUNT NOT TO EXCEED \$50,421**

Passed: October 6, 2022
Published in Pamphlet Form: October 7, 2022

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the
attached Resolution is a true and correct copy of #R-22-46

**A RESOLUTION APPROVING PURCHASE AGREEMENTS BETWEEN THE
CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR PURCHASE
AND INSTALLATION OF CITY WAYFINDING AND ENTRYWAY SIGNAGE
IN AN AMOUNT NOT TO EXCEED \$50,421**

Passed and approved by the City Council of the City of Wood Dale on October 6, 2022
and hereby published in pamphlet on October 7, 2022.



Lynn Curiale, City Clerk



RESOLUTION NO. R-22-46

A RESOLUTION APPROVING PURCHASE AGREEMENTS BETWEEN THE CITY OF WOOD DALE AND LANDMARK SIGN GROUP FOR THE PURCHASE AND INSTALLATION OF CITY WAYFINDING AND ENTRYWAY SIGNAGE IN AN AMOUNT NOT TO EXCEED \$50,421

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **LANDMARK SIGN GROUP** for the **PURCHASE AND INSTALLATION OF CITY WAYFINDING AND ENTRYWAY SIGNAGE**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **LANDMARK SIGN GROUP**, the Mayor and the City Council find **LANDMARK SIGN GROUP** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 6th day of October, 2022.

AYES: 6

NAYS: 0

ABSENT: 1

APPROVED this 6th day of October, 2022.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk



Purchase Agreement

Salesperson Keith Beringer
 Contract # 1
 Date Tuesday, August 9, 2022

AGREEMENTS MADE BETWEEN LANDMARK SIGN PARTNERS, LLC. HEREIN CALLED SELLER, AND BUYER:

Name of Firm	<u>City of Wood Dale</u>	Contact	<u>Alan Lange</u>
Billing Address	<u>404 N Wood Dale Rd Wood Dale, IL 60191</u>	Phone	<u>630-787-3961</u>
Name of Display	<u>City of Wood Dale</u>	Contact	<u>Alan Lange</u>
Address of Installation	<u>405 E Irvington Park Rd Wood Dale, IL 60191</u>	Phone	<u>630-768-9927</u>
		Email	<u>alange@wooddale.com</u>

1. SALE: Seller shall, to buyer's special order and specifically for Buyer's use construct for and sell to Buyer, and Buyer shall purchase from Seller, the advertising display (s) herein called, "display", in accordance with the terms of this AGREEMENT. At the option of the parties, a design approved and initialed by the parties may be attached hereto in lieu of, or to supplement the specifications set forth herein below.

5. PRICE AND TERMS:

a)	Price of display (s)	\$16,631.00
b)	Sales or Use Tax	\$840.42
c)	Subtotal	\$17,471.42
d)	Less Down Payment (rec'd 50%)	\$8,735.71
e)	Subtotal	\$8,735.71
f)	Sign Permits (at actual cost)	
g)	Permit Handling Fee	\$300.00
h)	Balance due upon installation (e,f,g)	\$9,035.71

2. SPECIFICATIONS Design # KB-26449
 Number of displays: 1

* KB-26449-7 * One (1) double face illuminated routed shobox face sign can with perforated metal and aluminum tube frame \$13,446.75

*Applicable taxes payable under the laws of the state of installation not set forth herein are additional to the quoted price, unless paid directly by the Buyer.

**Permit Costs cannot be predetermined

All unpaid balances shall bear interest at the rate of (1 1/2%) one and one-half percent per month after thirty (30) days from the date of installation

Buyer: CITY OF WOOD DALE
 BY: Annunziata Pulice
 Title: Assistant Police Date: _____
 (Please Print Name)
 TELEPHONE NUMBER: _____

**** 3.5% Discount of total balance if paid in full up front ****

**** 2% Discount of total if paid in full within 10 days of completion/install (2/10 net terms)****

Survey Cost	\$516.25
Installation Cost	\$2,668.00
Total for signs and installation	\$16,631.00

****All Credit card transactions will be subject to a 3% Convenience fee / Make checks payable to Landmark Sign Partners, LLC**

3. FOR ALL INSTALLATIONS, BUYER SHALL PROVIDE ELECTRICAL SERVICE OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 5 FEET OF DISPLAY (S) LOCATION IN ADVANCE OF INSTALLATION DATE. PLEASE SEE ITEM 18 SECTION (b,c,d) UNDER ADDITIONAL TERMS AND PROVISIONS

4. ACCEPTANCE OF AGREEMENT: This agreement shall not take effect until signed on behalf of Buyer and by an officer of seller. Customer acknowledges receipt of a copy of this agreement and waives notification of acceptance hereof by Landmark, THIS AGREEMENT, INCLUDING PARAGRAPHS (7) THROUGH (20) APPEARING ON THE BACK OF THIS PAGE CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. No modifications of this Agreement shall be binding on Seller unless approved in writing by an OFFICER of Seller. The parties acknowledge that they have carefully read the entire Agreement and fully understand their respective covenants hereunder. This agreement is made of specifically constructed equipment and when accepted by Buyer and Seller is not subject to cancellation.

6. UNCONDITIONAL AND ABSOLUTE PERSONAL GUARANTY:

WHEREAS. LANDMARK SIGN PARTNERS, LLC. hereinafter referred to as SELLER is negotiating with _____ hereinafter referred to as BUYER, to enter into a purchase agreement for the construction and sale of certain property. and, WHEREAS, to induce SELLER to enter into said contract. _____ hereinafter referred to as GUARANTOR, wishes to guaranty any such contract(s) NOW THEREFORE.

a. Guarantor hereby absolutely and unconditionally personally guarantees the prompt payment and performance, when due, of any and every installment and obligation under any contract of contracts entered between the Seller and Buyer. b. This guarantee shall include, but not limited to, any and all sums, late charges, disbursements, costs, expenses, legal fees, and any deficiency upon enforcement of collateral which is due and owing to assignee.

c. Guarantor consents that without notice to or further assent by guarantor the obligation of Buyer under any contract hereby guaranteed may be renewed, extended, modified, premature, released, settled or compromised by Seller in liquidation, adjustment on bankruptcy or receivership proceeding or like, as it may deem advisable and that any security for said indebtedness which Seller may hold be exchanged, sold, released, or surrendered by it as may deem advisable without impairing or affecting the obligation of the guarantor hereunder.

d. Guarantor waives any and all notice of the acceptance of this guaranty, or of the creation, renewal, or accrual of any obligations or liabilities of Buyer, present of future, any and every obligation or liability of Buyer to Seller herein described shall conclusively be presumed to be in reliance upon this guarantee. Guarantor waives protest, presentment, demand for payment notice of default or non-payment and notice of dishonor to or upon Grantor, Buyer or any other party liable for Buyer's obligations hereby guaranteed.

e. Seller is hereby empowered or authorized upon the occurrence of any of the following events by Buyer or Guarantor to accelerate or declare a default hereunder the balance due without notice or demand on any obligation of Buyer or Guarantor: (1) Default in payment or performance of any and all obligations guaranteed in this guaranty agreement, (2) A petition in bankruptcy being filed, (3) State receivership on assignment for benefit of creditors being filed, (4) Judgement is obtained or writ of attachment being issued, (5) Change of financial or business condition that in the opinion of the Seller will materially impair its security or increase its risk.

f. This guaranty is assignable by the Seller and in the event that the contract between the Seller and Buyer is assigned by the Seller the

Accepted: LANDMARK SIGN PARTNERS, LLC.

obligation of the Guarantor under this guaranty agreement shall inure to the benefit of any such assignee

BY: _____ BY: _____ Guarantor

TITLE: _____ DATE: _____ BY: _____ Guarantor



Purchase Agreement

Salesperson Keith Beringer
Contract # 1
Date Wednesday, September 14, 2022

AGREEMENTS MADE BETWEEN LANDMARK SIGN PARTNERS, LLC. HEREIN CALLED SELLER, AND BUYER:

Name of Firm City of Wood Dale
Billing Address 404 N Wood Dale Rd Wood Dale, IL 60191
Name of Display City of Wood Dale
Address of Installation 8 separate locations around town
Contact Wilvert Ibares
Phone 630-787-3716
Email wibares@wooddale.com

1. SALE: Seller shall, to buyer's special order and specifically for Buyer's use construct for and sell to Buyer, and Buyer shall purchase from Seller, the advertising display (s) herein called, "display", in accordance with the terms of this AGREEMENT. At the option of the parties, a design approved and initiated by the parties may be attached hereto in lieu of, or to supplement the specifications set forth herein below.

5. PRICE AND TERMS:
a) Price of display (s) \$33,790.00
b) Sales or Use Tax \$0.00
c) Subtotal \$33,790.00
d) Less Down Payment (rec'd 50%) \$16,895.00
e) Subtotal \$16,895.00
f) Sign Permits (at actual cost)
g) Permit Handling Fee \$300.00
h) Balance due upon installation (e,f,g) \$17,195.00

2. SPECIFICATIONS Design # KB-26449
Number of displays: 8

* KB-26449 * Eight (8) sets of Two (2) double face non-illuminated .080 aluminum panels mounted to 2" aluminum tube frame with perforated metal attached to existing pole with custom brackets. Scheduled to be a two (2) full days of installation. Installation included in this pricing.
5% discount for ordering multiple like signs at once: -\$1,760.00

*Applicable taxes payable under the laws of the state of installation not set forth herein are additional to the quoted price, unless paid directly by the Buyer.

**Permit Costs cannot be predetermined
All unpaid balances shall bear interest at the rate of (1 1/2%) one and one-half percent per month after thirty (30) days from the date of installation.

Buyer:
BY:
Title: Date:
(Please Print Name)
TELEPHONE NUMBER:

** 3.5% Discount of total balance if paid in full up front **
** 2% Discount of balance if paid in full within 10 days of completion/install (2/10 not terms)**

Survey Cost
Installation Cost
Total for signs and installation \$33,790.00

**All Credit card transactions will be subject to a 3% Convenience fee / Make checks payable to Landmark Sign Partners, LLC

3. FOR ALL INSTALLATIONS, BUYER SHALL PROVIDE ELECTRICAL SERVICE OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 5 FEET OF DISPLAY (S) LOCATION IN ADVANCE OF INSTALLATION DATE. PLEASE SEE ITEM 18 SECTION (b,c,d) UNDER ADDITIONAL TERMS AND PROVISIONS

4. ACCEPTANCE OF AGREEMENT: This agreement shall not take effect until signed on behalf of Buyer and by an officer of seller. Customer acknowledges receipt of a copy of this agreement and waives notification of acceptance hereof by Landmark, THIS AGREEMENT, INCLUDING PARAGRAPHS (7) THROUGH (20) APPEARING ON THE BACK OF THIS PAGE CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. No modifications of this Agreement shall be binding on Seller unless approved in writing by an OFFICER of Seller. The parties acknowledge that they have carefully read the entire Agreement and fully understand their respective covenants hereunder. This agreement is made of specifically constructed equipment and when accepted by Buyer and Seller is not subject to cancellation.

6. UNCONDITIONAL AND ABSOLUTE PERSONAL GUARANTY: WHEREAS, LANDMARK SIGN PARTNERS, LLC, hereinafter referred to as SELLER is negotiating with BUYER, to enter into a purchase agreement for the construction and sale of certain property, and, WHEREAS, to induce SELLER to enter into said contract, hereinafter referred to as GUARANTOR, wishes to guaranty any such contract(s) NOW THEREFORE.
a. Guarantor hereby absolutely and unconditionally personally guarantees the prompt payment and performance, when due, of any and every installment and obligation under any contract of contracts entered between the Seller and Buyer. b. This guarantee shall include, but not limited to, any and all sums, late charges, disbursements, costs, expenses, legal fees, and any deficiency upon enforcement of collateral which is due and owing to assignee.
c. Guarantor consents that without notice to or further assent by guarantor the obligation of Buyer under any contract hereby guaranteed may be renewed, extended, modified, premature, released, settled or compromised by Seller in liquidation, adjustment on bankruptcy or receivership proceeding or like, as it may deem advisable and that any security for said indebtedness which Seller may hold be exchanged, sold, released, or surrendered by it as may deem advisable without impairing or affecting the obligation of the guarantor hereunder.
d. Guarantor waives any and all notice of the acceptance of this guaranty, or of the creation, renewal, or accrual of any obligations or liabilities of Buyer, present or future, any and every obligation or liability of Buyer to Seller herein described shall conclusively be presumed to be in reliance upon this guarantee. Guarantor waives protest, presentment, demand for payment notice of default or non-payment and notice of dishonor to or upon Grantor, Buyer or any other party liable for Buyer's obligations hereby guaranteed.
e. Seller is hereby empowered or authorized upon the occurrence of any of the following events by Buyer or Guarantor to accelerate or declare a default hereunder the balance due without notice or demand on any obligation or Buyer or Guarantor: (1) Default in payment or performance of any and all obligations guaranteed in this guaranty agreement, (2) A petition in bankruptcy being filed, (3) State receivership on assignment for benefit of creditors being filed, (4) Judgement is obtained or writ of attachment being issued, (5) Change of financial or business condition that in the opinion of the Seller will materially impair its security or increase its risk.
f. This guaranty is assignable by the Seller and in the event that the contract between the Seller and Buyer is assigned by the Seller the obligation of the Guarantor under this guaranty agreement shall inure to the benefit of any such assignee

Accepted: LANDMARK SIGN PARTNERS, LLC.
BY:
TITLE: DATE: BY: Guarantor