


STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF DU PAGE     )

I, Shirley J. Siebert, 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-19-04 **A RESOLUTION TO AMEND AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE OWNER FOR FAÇADE IMPROVEMENTS AT 146 W IRVING PARK ROAD, JB'S INN**

to the City of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 7TH day of February, 2019.

  
Shirley J. Siebert, City Clerk

SEAL



**Resolution #R-19-04**

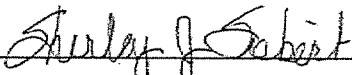
**A RESOLUTION TO AMEND AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND THE OWNER FOR FAÇADE IMPROVEMENTS AT 146 W  
IRVING PARK ROAD, JB'S INN**

Passed: February 7, 2019  
Published in Pamphlet February 7, 2019

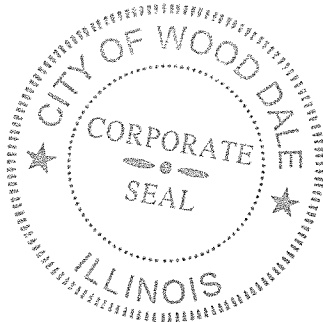
I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached is a true and correct copy of Resolution #R-19-04

**A RESOLUTION TO AMEND AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND THE OWNER FOR FAÇADE IMPROVEMENTS AT 146 W  
IRVING PARK ROAD, JB'S INN**

Passed and approved by the by the City Council of the City of Wood  
February 7, 2019, and hereby published in pamphlet February 7, 2019.

  
Shirley J. Siebert, City Clerk

SEAL



**RESOLUTION NO. R-19-04**

**A RESOLUTION TO AMEND AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE OWNER FOR FACADE IMPROVEMENTS AT 146 W IRVING PARK ROAD, JB'S INN**

**WHEREAS**, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

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

**WHEREAS**, the City Council of the City has previously approved institution of a Façade Improvement Program to encourage improvement to commercial properties along the City's main commercial corridors; and

**WHEREAS**, James B. Bender and Mary D. Bender as Trustees of the James B. Bender and Mary D. Bender Revocable Trust Dated November 2, 2010 ("Owner"), have applied for a Façade Improvement grant to improve property owned by the Owner at 146 W. Irving Park Road, Wood Dale, Illinois, which is known as JB's Inn; and

**WHEREAS**, the City and the Owner have negotiated an Agreement for Façade Improvements at 146 W Irving Park Road ("Agreement"); and

**WHEREAS**, pursuant to the Illinois Municipal Code and the Ordinances of the City, the Mayor and the City Council of the City hereby approve and ratify the Agreement with the Owner, a copy of which is attached hereto and incorporated herein by reference as Exhibit "1".

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, duly assembled in regular session, as follows:

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

**SECTION 2:** That Agreement with the James B. Bender and Mary D. Bender Revocable Trust Dated November 2, 2010 ("Owner"), for the property located at 146 W Irving Park Road, in substantially the same form as attached to this resolution as Exhibit "1" and incorporated herein by reference, is approved and accepted by the City of Wood

Dale.

SECTION 3: The Mayor is authorized and directed to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 4: 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 5: 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 6: 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 7th day of February, 2019.

AYES: ALDERMEN CATALANO, JAKAB, MESSINA, SORRENTINO,  
SUSMARSKI, E. WESLEY AND WOODS

NAYS: NONE

ABSENT: ALDERMAN R. WESLEY

APPROVED this 7th day of February, 2019.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert  
Shirley J. Siebert, City Clerk

Exhibit 1

Façade Improvement Amended Agreement

**AMENDED AGREEMENT WITH THE CITY OF WOOD DALE  
FOR FAÇADE IMPROVEMENTS**

**THIS AGREEMENT**, entered into this 7th day of February 2019 between the City of Wood Dale, Illinois ("CITY"), an Illinois municipal corporation, and the James B. Bender and Mary D. Bender Revocable Trust Dated November 2, 2010 ("OWNER"), 222 Dalewood Ave, Wood Dale, DuPage County, Illinois, which has applied to the CITY for payment of expenditures incurred in connection with certain façade improvements for OWNER'S property, commonly known as 146 W Irving Park Road, Wood Dale, Illinois ("Project Property"):

**WITNESSETH**

**WHEREAS**, for purposes of controlling and preventing blight, dilapidation, and deterioration of commercial structures along the major corridors of the CITY, the CITY on occasion will consider applications for payment by the City for a portion of the property owner or lessee's expenses for improving and updating the façade of buildings and other structures; and

**WHEREAS**, the OWNER has applied to the CITY for payment of certain expenses that it has incurred, or will incur, for the improvement, repair, rebuilding, and/or updating of the façade and site of the Project Property ("Façade Improvements"); and

**WHEREAS**, the CITY has reviewed the application for the Façade Improvements and the supporting documents submitted therewith, and has determined that the Façade Improvements will improve the appearance and/or structural condition of the Project Property and thereby reduce structural blight, dilapidation, and deterioration along the commercial corridors of the CITY in which it is located; and

**WHEREAS**, accordingly, the CITY is willing to pay the OWNER for a portion of the costs of the Façade Improvements in the amount and on the terms and conditions stated below, and the OWNER agrees to and is willing to accept such amount on the terms and conditions stated herein.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreement obtained herein, the CITY and OWNER do hereby agree as follows:

**Section 1. FAÇADE PAYMENT AMOUNT.** The CITY shall pay the OWNER an amount ("Façade Payment") as the City Council of the CITY shall determine, not to exceed Eighty-eight Thousand Two-hundred and Sixty-Two and 50/100ths Dollars (\$88,262.50), or such lesser amount as set forth in Section 2 below, for, and only for the costs of Façade Improvements, as depicted in the JB's Bar - Exterior Alterations Architectural Plans prepared by Thomas Architects, dated December 20, 2017 and described in the Approved Façade Improvement Scope of Work and Itemized Costs ("Scope of Work and Costs"), which are attached hereto and incorporated herein by reference as Exhibits A and B, respectively. No portion of any costs for the demolition, repair, rebuilding, improvement, or updating of any portion of the Project Property, other than for the Façade Improvements, shall be eligible for the Façade Payment. The amount of any grants, gifts, donations, or other consideration, including the value of any materials or services in kind, for which there is no obligation of repayment or other consideration given, shall be deducted from the total costs of the Façade Improvements to determine the costs eligible for the Façade Payment. If the Façade Improvements are part of the demolition, repair, rebuilding, improvement, or updating of other portions of the Project Property, the amount of such grants, gifts, donations, or other consideration to be deducted shall be in proportion to the costs of the Façade Improvements to the total costs of the demolition, repair, rebuilding, improvement, or updating of the Project Property. The costs of licenses, re-inspections, and fines and penalties by governmental agencies shall not be eligible for Façade Payment.

The Façade Payment shall be made in three installments. The first payment in the amount of 50% of the construction costs incurred to that point to a maximum of \$44,131.25, will be made once the Project Property has met conditions stipulated in Paragraphs 1 through 3 of Section 2 and passed inspections for construction, up to and including installation of all doors and windows. For purposes of said payment, the OWNER shall submit to the CITY proof of partial payment of the contract cost pursuant to the contractor's and the architect's statements and partial waivers or releases of liens from each contractor and subcontractor. The second payment, to a maximum of \$35,305.00 will be made upon Project Property Façade Improvement completion pursuant to Sections 2.4 and 2.5, and upon proof that all of the requirements in Paragraphs 1 through 6 of Section 2 have been met. The third payment, to a maximum of \$8,826.25 will be made upon Project Property Façade Improvement completion of landscaping pursuant to Sections 2.4 and 2.5, and upon proof that all of the requirements in Paragraphs 1 through 6 of Section 2 have been met. For purposes of

payment, the OWNER shall be required to tender (to the extent not already provided) to the CITY lien waivers from all contractors and subcontractors who have provided work as part of the Façade Improvement as set forth in Exhibits A and B.

In no case shall the amount paid to the OWNER exceed the amount stated in this Section.

**Section 2. CONDITIONS OF ENTITLEMENT TO FAÇADE PAYMENT.** The OWNER shall not be entitled to payment for the Façade Improvements until all of the following have been complied with in accordance with the payment schedule set forth herein:

1. All permits, licenses and easements required for the Façade Improvements must have been secured and paid for within forty-five (45) days of the execution of this Agreement, unless otherwise extended and agreed to by the Parties.
2. All required plans and specifications for the Façade Improvements must have been submitted to and reviewed and approved by the CITY and all other governmental agencies having jurisdiction over the Façade Improvements.
3. All work required by the JB's Bar - Exterior Alterations Architectural Plans and Scope of Work and Costs, identified as Exhibits A and B, respectively, must have been commenced within thirty (30) days of the availability of the required permits and licenses for issuance. Unless delays are caused by weather, acts of God, or other events beyond the control of the OWNER or its contractor, the work shall have been fully completed and inspected and approved by the CITY and all other governmental agencies having jurisdiction over the Façade Improvements within three hundred sixty-five (365) days of permit issuance. If the Façade Improvements are part of a larger demolition, repair, rebuilding, improvement, or updating of any of the Project Property, all work required by the JB's Bar - Exterior Alterations Architectural Plans and Scope of Work and Costs, identified as Exhibits A and B, respectively, therefor must have been fully completed, inspected, and approved by the CITY and all other governmental agencies having jurisdiction over such work.
4. The OWNER shall submit all required "as built" plans and specifications that are in substantial compliance with Exhibit A.



5. Upon completion of the Façade Improvements and all required final inspections, the OWNER shall submit to the CITY a properly executed and notarized contractor statement and architect fee statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment in the work. In addition, the OWNER shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's and the architect's statements and waivers or releases of liens from each contractor and subcontractor.
  
6. The Project Property and its usage shall be in full compliance with the codes and ordinances of the CITY and other applicable laws.

**Section 3. FAILURE TO COMPLETE WORK.** If the OWNER or its contractor fails to complete the Façade Improvements in conformity with the plans and specifications therefor and secure the required final inspections and approvals, this Agreement shall terminate and all obligations on the part of the CITY for the Façade Payment shall cease and become null and void.

**Section 4. MAINTENANCE OF FAÇADE IMPROVEMENTS.** Upon completion of the Façade Improvements pursuant to this Agreement, the OWNER, its successors, and/or assigns shall be responsible for properly maintaining them in their finished form and without change or alteration thereto, except as may be approved by the CITY, for a period of three (3) years from completion. For any violation of this Section, the CITY shall have cause of action against the OWNER, its successors, and or assigns for recovery of the full amount of the Façade Payment and its costs and expenses of litigation, including attorney's fees and witness fees and expenses.

**Section 5. UNRELATED IMPROVEMENTS.** Nothing herein is intended to limit, restrict or prohibit the OWNER from undertaking any other work in or about the subject premises which is unrelated to the Façade Improvements provided for in this Agreement.

**Section 6. AGREEMENT APPLICABLE TO SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the OWNER and its successors and assigns of the Project Property for a period of three (3) years from and after the date of completion and approval of the improvements provided for herein. It shall be the responsibility of

the OWNER to inform all such successors and assigns of this Agreement.

**Section 7. OTHER AGREEMENTS AND REQUIREMENTS.** The OWNER expressly understands and agrees that the Façade Improvements are wholly a private undertaking of the OWNER and that they are not a public work and that, other than to the extent in this Agreement, there is no joint venture or partnership, or other business arrangement between OWNER and the CITY with respect to them.

To the fullest extent permitted by law, the OWNER hereby agrees to defend, indemnify, and hold harmless the CITY, its officials, agents, employees, and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses which may in any way accrue against the CITY, its officials, agents, employees, and volunteers arising in whole or in part or in consequence of the Agreement and/or the undertaking of the Façade Improvements by the OWNER, their employees, contractors, or subcontractors, or which may in any way result therefrom. The OWNER shall, at their own expense, appear, defend, and pay all charges of attorneys, witnesses, and consultants and all costs and other expenses arising therefrom or incurred in connections therewith, and, if any judgment shall be rendered against the CITY, its officials, agents, employees, and volunteers in any such action, the OWNER shall, at its own expense, satisfy and discharge the same.

OWNER expressly understands and agrees that any performance bond or insurance policies shall in no way limit its responsibility to indemnify, keep and save harmless and defend the CITY its officials, agents, employees, and volunteers as herein provided.

Notwithstanding the CITY'S obligation to make the Façade Payment to the OWNER, the OWNER further agrees that the entire Façade Payment or any portion thereof due the OWNER by virtue of this Agreement may be retained by the CITY, as shall be considered necessary in the sole judgment of the CITY, to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the CITY.

**Section 8. PERFORMANCE OF AGREEMENT.** It is agreed that the Parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the Parties to recover a judgment for monetary damages against each other, provided, however, that no Party shall have the right to recover any indirect, special, punitive, incidental, or consequential damages, and further, that the

OWNER or its successors or assigns shall not have a right to recover a judgment for monetary damages against any elected or appointed official, employee, or volunteer of the CITY for any breach of any of the terms of this Agreement, and that the total liability of the CITY for any and all claims hereunder shall not exceed the Façade Payment amount as provided for herein.

**Section 9. MULTIPLE ORIGINALS.** This Agreement may be executed in multiple originals.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date first appearing above.

OWNER

CITY OF WOOD DALE

James B. Bender and Mary D. Bender  
Revocable Trust Dated November 2, 2010

By: *Annunziato Pulice*  
Annunziato Pulice, Mayor

By: */S/ James B. Bender*  
James B. Bender, As Trustee Clerk

Attest: */S/ Shirley J. Seibert*  
Shirley J. Seibert, City Clerk

By: */S/ Mary D. Bender*  
Mary D. Bender, As Trustee

Exhibit A

JB's Bar - Exterior Alterations Architectural Plans

Exhibit B

Approved Façade Improvement Scope of Work and Itemized Costs

As depicted in Exhibit A, the site improvements include installing a new conforming monument sign, dumpster enclosure and landscaping, expanding the outdoor seating and adding greenspace along Irving Park Road. Façade improvements include constructing a prominent entry vestibule, replacing and adding windows along the street facades, installing new siding and stone veneer, painting the exterior of the building, installing wall sconces, and constructing a garden wall. The cost estimate for the approved scope of work depicted in Exhibit A is as follows:

General Contracting	\$15,000
Materials & Labor	\$118,775
Monument Sign Allowance	\$35,000
Architect Fees	\$3,100
Surveyor Cost	\$650
Permit Costs	\$4,000
<hr/> Total Project Cost	<hr/> \$176,525

Total Cost of Approved Scope of Work: \$176,525.00

Approved funding is 50% of the total cost of the approved scope of work: \$88,262.50

Payment shall be made as set forth in the Agreement, Section 1.

The scope of work above is depicted in Exhibit A and described in further detail in the Staff Memo dated January 8, 2018.