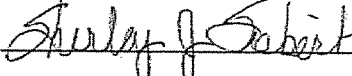


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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-19-21 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE TENANT AND OWNER OF THE PROPERTY LOCATED AT 230 W. IRVING PARK ROAD FOR FAÇADE IMPROVEMENTS** 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 2ND day of May, 2019.



Shirley J. Siebert, City Clerk

SEAL




Resolution #R-19-21

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE TENANT AND OWNER OF THE PROPERTY LOCATED AT 230 W. IRVING PARK ROAD FOR FAÇADE IMPROVEMENTS

Passed: May 2, 2019
Published in Pamphlet May 2, 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-19-21

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE TENANT AND OWNER OF THE PROPERTY LOCATED AT 230 W. IRVING PARK ROAD FOR FAÇADE IMPROVEMENTS
Passed and approved by the by the City Council of the City of Wood May 2, 2019, and hereby published in pamphlet May 2, 2019.


Shirley J. Siebert, City Clerk

SEAL



RESOLUTION NO. R-19-21

**RESOLUTION TO APPROVE AN AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND THE TENANT AND OWNER
OF PROPERTY LOCATED AT 230 W. IRVING PARK ROAD
FOR FACADE IMPROVEMENTS**

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 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, A-Special Electric Supply Co. (Tenant"), the tenant of property located at 230 W. Irving Park Road, Wood Dale, IL ("Property"), has applied for a Façade Improvement grant to improve the Property owned by the Robert A. Lehman Revocable Living Trust Dated 11/25/2008; and

WHEREAS, the City and the Tenant and the Owner have negotiated an Agreement for Façade Improvements at the Property, in the form attached hereto and incorporated herein as Exhibit 1; 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 the Façade Improvement Agreement with the Applicant, as set forth in 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: The Façade Improvement Agreement with A-Special Electric Supply Co. and Robert A. Lehman Revocable Living Trust Date 11/25/2008, for the property located at 230 W. Irving Park Road, in substantially the same form as attached hereto as Exhibit 1, 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 Façade Improvement 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 2nd day of May, 2019

AYES: ALDERMAN CATALANO, JAKAB, MESSINA, SORRENTINO
SUSMARSKI, R. WESLEY, AND WOODS

NAYS: NONE

ABSENT: ALDERMAN R. WESLEY

APPROVED this 2nd day of May, 2019

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

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

Exhibit 1

Facade Improvement Agreement

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

THIS AGREEMENT, entered into this 2nd day of May 2019 between the City of Wood Dale, Illinois (“City”), an Illinois municipal corporation, and A-Special Electric Supply Co., the tenant (“Tenant”) of 230 W. Irving Park Road, Wood Dale, DuPage County, Illinois (“Property”), and the owner of the Property, the Robert A. Lehman Revocable Living Trust dated 11/25/2008 (“Owner”). The Tenant has applied to the City for payment of expenditures incurred in connection with certain façade improvements for the Property to which the Owner has agreed:

WITNESSETH

WHEREAS, for purposes of controlling and preventing blight, dilapidation, and deterioration of commercial structures along the major corridors of the City, the City has adopted a program whereby it 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 Tenant 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 (“Façade Improvements”) of the Property; and

WHEREAS, the City has reviewed the application and the supporting documents submitted for the Façade Improvements, and has determined that the Façade Improvements will improve the appearance and/or structural condition of the 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 Tenant for a portion of the costs of the Façade Improvements in the amount and on the terms and conditions stated below, and the Tenant agrees to and is willing to accept such amount on the terms and conditions stated herein, which are also acceptable to the Owner.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the City and Tenant do hereby agree as follows:

Section 1. FAÇADE PAYMENT AMOUNT. The City shall pay the Tenant an amount (“Façade Payment”) as the City Council of the City shall determine, not to exceed Two Thousand Eight Hundred and Ninety-Five and 00/100ths Dollars (\$2,895.00), or such lesser amount as set forth in Section 2 below, for, and only for the costs of Façade Improvements, as set forth in the Tenant’s Description of Proposed Improvements, including photographs of the building façade, and partial site plan, and as described in the Staff Memorandum, dated April 8, 2019, which are attached hereto and incorporated herein by reference as Exhibits A and B, respectively. Only those costs set forth in the Tenant’s Description of Proposed 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 one installment, upon completion of the Façade Improvements pursuant to Section 2. In no case shall the amount paid to the Tenant exceed the amount stated in this Section.

Section 2. CONDITIONS OF ENTITLEMENT TO FAÇADE PAYMENT. The Tenant shall not be entitled to payment for the Façade Improvements until all of the following have been complied with as 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 Façade Improvement 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 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 Tenant 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 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 Tenant 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 Tenant shall submit to the City a properly executed and notarized contractor statement and architect fee statement showing the full cost of the work for the eligible improvements 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 approved scope of work. In addition, the Tenant 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 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 Tenant 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 Façade Improvement 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 Façade Improvement Agreement, the Tenant, and/or Owner, their 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 Tenant and or Owner, their successors, and or assigns, individually or collectively, 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 Tenant or Owner from undertaking any other work in or about the subject premises which is unrelated to the Façade Improvements provided for in this Façade Improvement Agreement.

Section 6. AGREEMENT APPLICABLE TO SUCCESSORS AND ASSIGNS. This Façade Improvement Agreement shall be binding upon the Tenant and Owner and their successors and assigns of the 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 or the tenancy or ownership of the Property of this Façade Improvement Agreement.

Section 7. OTHER AGREEMENTS AND REQUIREMENTS. The Tenant and the Owner expressly understand and agree that the Façade Improvements are wholly a private undertaking of the Tenant and/or Owner and that they are not a public work and that, other than to the extent in this Façade Improvement Agreement, there is no joint venture or partnership, or other business arrangement between the City and the Owner or Tenant with respect to them.

To the fullest extent permitted by law, the Tenant and Owner hereby agree 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 Façade Improvement Agreement and/or the undertaking of the Façade Improvements by the Tenant and or Owner, their employees, contractors, or subcontractors, or which may in any way result therefrom. The Tenant and or 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 Tenant and or Owner shall, at its own expense, satisfy and discharge the same.

Tenant 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 Tenant, the Tenant further agrees that the entire Façade Payment or any portion thereof due the Tenant by virtue of this Façade Improvement 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 Tenant and or Owner or their 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 Façade Improvement Agreement may be executed in multiple originals, which, when associated with one another shall constitute a binding agreement.

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

A-SPECIAL ELECTRICAL SUPPLY, CO.

By: Robert A. Lehman 8/1/19

Attest: AMANDA KUBIET

By: Amanda Kubieta

CITY OF WOOD DALE

By: Annunziato Pulice
Annunziato Pulice, Mayor

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

**ROBERT A. LEHMAN REVOCABLE
LIVING TRUST DATED 11.25.2008**

By: Robert A. Lehman 8/1/19

Attest: AMANDA KUBIET AK

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

A-SPECIAL ELECTRICAL SUPPLY, CO.

By: _____

Attest: _____

By: _____

**ROBERT A. LEHMAN REVOCABLE
LIVING TRUST DATED 11.25.2008**

By: _____

Attest: _____

CITY OF WOOD DALE

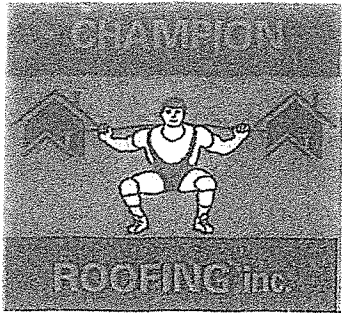
By: Annunziato Pulice
Annunziato Pulice, Mayor

Attest: Shirley J. Sebert
Shirley J. Sebert, City Clerk

Exhibit A

EXHIBIT A - COST ESTIMATE

Champion Roofing Inc.



630 766 7663
847-673-7663
847.673.7611 Fax
ChampionRoofing.com
Skokie • Bensenville

RECEIVED

MAR 07 2019

A Special Electric Supply
230 W Irving Park Road
Wood Dale ,Il 60191

WOOD DALE COMMUNITY
DEVELOPMENT

February 12th, 2019

Dear Bob Lehman

Thank you for selecting Champion Roofing Inc. to bid on your roofing, and sheet metal needs. We are a full service Roofing & Sheet Metal company that excels in all residential and commercial applications. Our thirty years experience in roofing, standing seam metal roofing, gutters and specialty metal work - will assure you that we can make your property weatherproof as well as aesthetically appealing. We are A rated on the BBB, Angie's List and a Best Pick approved contractor. After inspecting your property and assessing your needs, we propose the following:

A. NEW STANDING SEAM METAL ROOF:

- *We will set up material and equipment.
- *Set up dumpster and scissor lift for access and safety
- *We will completely remove all of the existing shingles and trim, down to deck on 3 sides of the business.
- *We will completely remove the existing "curved" plywood sheathing. ...per your request for upgrade of the electrical fixtures.
- *We will furnish & install new 2x4 roof rafters- for a straight roof angle, and eliminating the "curve" to the roof.
- *We will furnish & install new 5/8" CDX plywood sheathing..
- *We will furnish & install new "High Temperature" Ice and Water Shield, intended for metal roofing, over the new plywood sheathing.
- *We will install new 24 gauge prefinished 16" wide 1" high standing seam metal panels and shop fabricated metal trim.
- *We will install new 24 gauge prefinished shop fabricated cap flashing, at the top of the metal roofing.
- *We will install new 24 gauge prefinished shop fabricated surface mounted counter flashing, with premium Vulkem sealant.
- *We will clean up all debris generated from our work and leave in broom swept condition.

Total Investment Cost..... \$ 22,860.00

EXHIBIT A.

Champion Roofing Inc.



630 766 7663
847-673-7663
847.673.7611 Fax
ChampionRoofing.com
Skokie • Bensenville

Page 2.

Notes:

See the attached photos

No gutters and downspouts included.

We will need a spot on the East side of the lot, for storing material and staging.

We will secure all necessary permits with the city (fees not included). Cost to be ADDED to the base bid.

Any damaged rafter replacement will be at \$15.00 per linear foot.

We exclude any and all Electrical, Plumbing, HVAC, painting, masonry, and any interior repairs.

Champion Roofing, Inc. is a Master Select contractor. Only 1% of ALL roofing contractors nationwide Are Master Select Certified.

TERMS: Upon approval of this contract please sign & date and return along with a 50% deposit of the total amount. With the balance to be paid at the completion of the project

Graciously submitted,

John L. Skylas

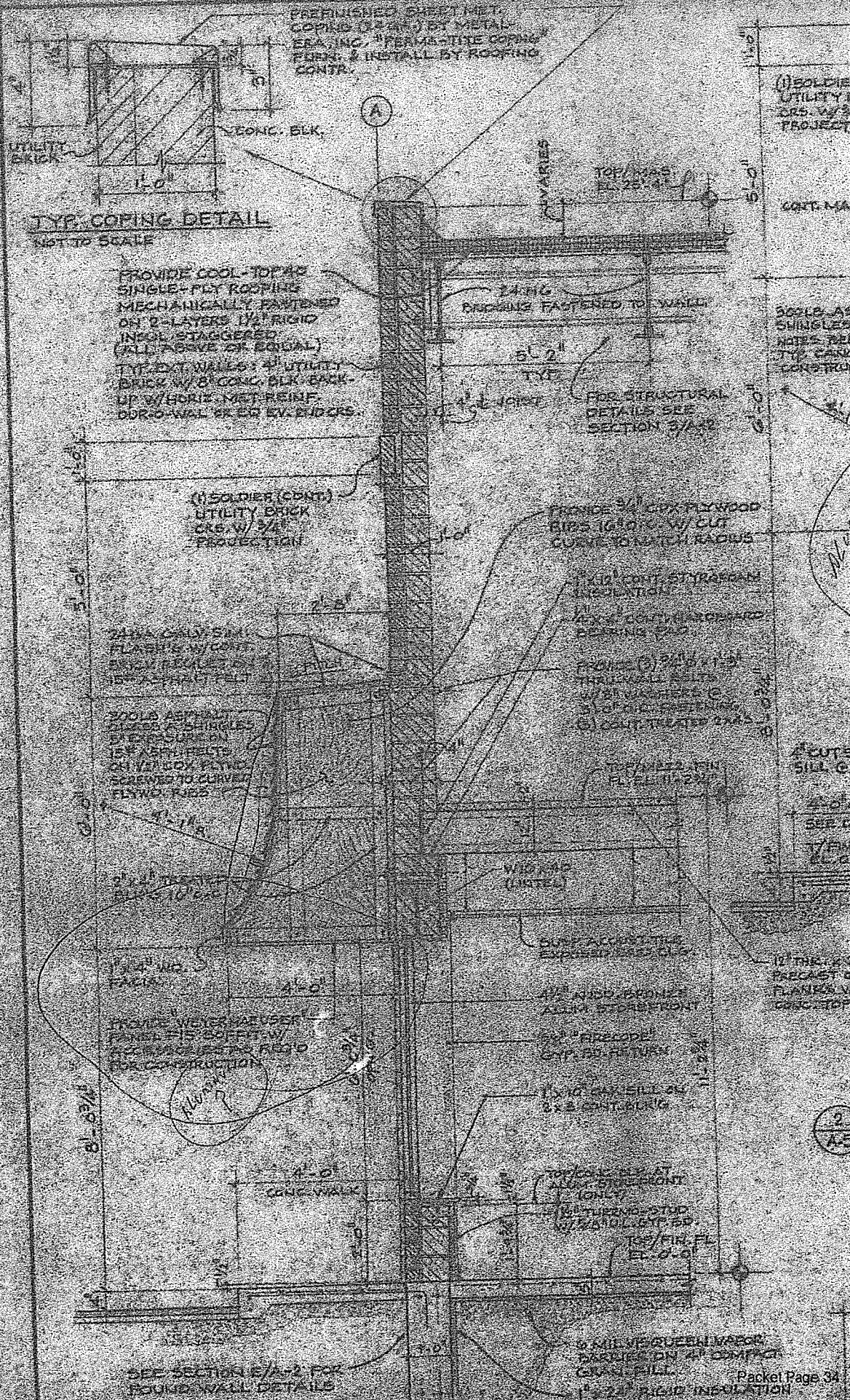
IL. LICENSE # 104-011864

DATE _____

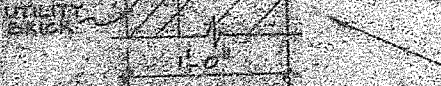
ACCEPTANCE _____

Exhibit B

EXHIBIT B - ELEVATIONS



PREFINISHED SHEET MET.
COPING (2 1/2" x 1 1/2") BY METAL
EBA, INC. 1" PER MACHINE COPING
FURN. & INSTALL BY ROOFING
CONTR.



PROVIDE COOL- TOP 40
SINGLE-PLY ROOFING
MECHANICALLY FASTENED
ON 2-LAYERS 1/2" RIGID
INSOL. STAGGERED
(ALL POSVE OR EQUAL)
TYP. EXT. WALLS: 4" UTILITY
BRICK W/ 8" CONC. BLK. BACK-
UP W/HORIZ. MET. REINF.
DDBR-WAL. 2R OR EQ. EV. END CRS.

(1) SOLDIER (CONT.)
UTILITY BRICK
CRS. W/ 3/4"
PROJECTION

2 1/2" x 4" ONLY 5/8"
FLASHING W/ CONT.
BRICK DETAILS ON
1/2" ASPHALT FELT

3/8" x 1 1/2" ASPHALT
SHINGLES
EXPOSED ON
1/2" ASP. FELT
ON 1/2" FOAM BOARD
SCREWED TO CURVED
PLYWOOD SUB

2" x 4" TREATED
BLANK 10' x 10'

1/2" x 4" INS.
FACIA

PROVIDE WEYERHAEUSER
PANEL #15 COFFER TAY
42" WIDE 12' x 12' FIELD
FOR CONSTRUCTION

4'-0" CONC. WALK

SEE SECTION E/A-2 FOR
FOUND. WALL DETAILS

TOP/1968
EL. 25'-11"

24" x 16"
BRICKS FASTENED TO WALLS

5L 2"
TYP.

FOR STRUCTURAL
DETAILS SEE
SECTION 3/4" x 4"

PROVIDE 3/4" x 4" PLYWOOD
BIBS 10' x 10' W/ CUT
CURVE TO MATCH RADII

1 1/2" x 1 1/2" CONT. STYRENEAN
INSULATION

1 1/2" x 1 1/2" CONT. HARDWOOD
PERRING 2" x 2"

PROVIDE (3) 2" x 4" x 1/2"
THRU WALL BOLTS
W/ 2" WASHERS &
3/4" x 1/2" NUTS
(3) 2" x 4" TREATED 2" x 4"

TOP/1968 1/4"
EL. 25'-11"

W/ 1/2" x 1/2"
(HURTL)

5/8" x 1 1/2" x 1 1/2"
EXPANDED POLYSTYRENE

4" x 4" x 1/2" BRONZE
ALUM. STIFFENING

3/4" x 1 1/2" x 1 1/2"
GYP. FB. RETURN

1 1/2" x 1 1/2" x 1 1/2"
3 x 2 CONTAINING

TOP/1968 1/4" AT
ALUM. STIFFENING
ONLY

1 1/2" x 1 1/2" x 1 1/2"
W/ W/ 1/2" x 1 1/2"

1/2" x 1 1/2" x 1 1/2"
EL. 0'-0"

3" MIN. V. CROWN W/ 2" x 2"
PARTIES ON 2" COMPACT
GRAVEL FILL
1 1/2" x 2 1/2" RIGID INSULATION

(1) SOLDIER
UTILITY B
CRS. W/ 3/4"
PROJECT

CONT. MA

SOLDIER AS
SINGLE CR
NOTES REL
TYP. CONC
CONSTRUC

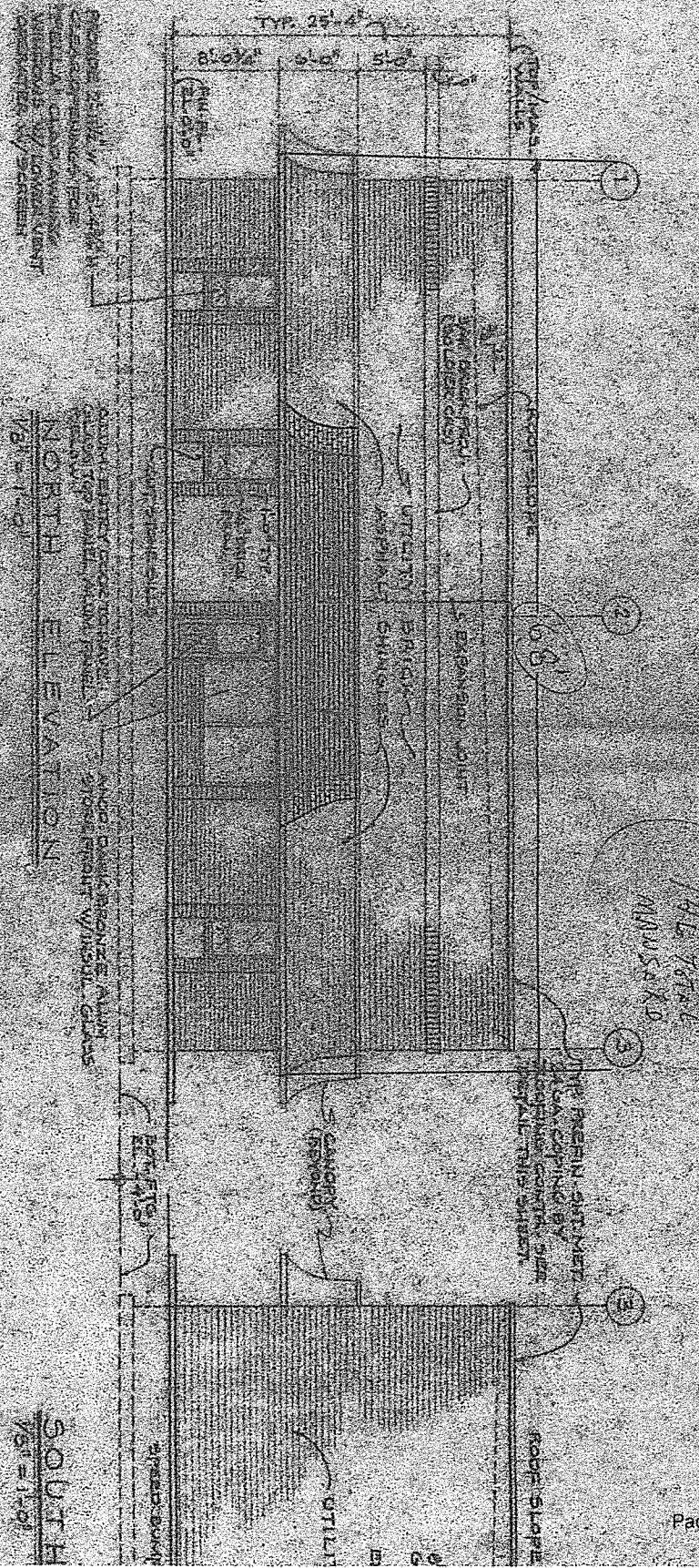
A CUT
SILL C

SEE D

IF THERE
PRECAST
FLANGLY
CONC. TOP

2"
A-5

2 WALL SECTION
1/2" = 1'-0"



1/4" = 1'-0"
MAY 2014
MAY 2014

WEST ELEVATION
1/2" = 1'-0"

1st Floor
MANUSKIP

WEST ELEVATION

EAST ELEVATION

