

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-20-56 A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE PROPERTY OWNER FOR DISBURSEMENT OF FAÇADE IMPROVEMENTS AT 396 W IRVING PARK ROAD, THE LOCAL, IN A NOT TO EXCEED AMOUNT OF \$65,062.50**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 20th day of August, 2020.



Lynn Curiale, City Clerk



Resolution #R-20-56

**A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND THE PROPERTY OWNER FOR
DISBURSEMENT OF FAÇADE IMPROVEMENTS AT 396 W IRVING PARK
ROAD, THE LOCAL, IN A NOT TO EXCEED AMOUNT OF \$65,062.50**

Passed: August 20, 2020
Published in Pamphlet Form: August 21, 2020

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-20-56

**A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND THE PROPERTY OWNER FOR
DISBURSEMENT OF FAÇADE IMPROVEMENTS AT 396 W IRVING PARK
ROAD, THE LOCAL, IN A NOT TO EXCEED AMOUNT OF \$65,062.50**

Passed and approved by the City Council of the City of Wood Dale on August 20, 2020
and hereby published in pamphlet on August 21, 2020.



Lynn Curiale, City Clerk



RESOLUTION NO. R-20-56

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE PROPERTY OWNER FOR DISBURSEMENT OF FAÇADE IMPROVEMENTS AT 396 W IRVING PARK ROAD, THE LOCAL, IN A NOT TO EXCEED AMOUNT OF \$65,062.50

WHEREAS, 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 possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances and resolutions and to enter into agreements pertaining to the public health, safety and welfare; and

WHEREAS, the City Council possesses full authority to approve and pass all necessary ordinances, resolutions, rules, regulations and agreements necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City Council of the City is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; 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, 396 Enterprises, LLC (" Property Owner"), has applied for a Façade Improvement Grant to improve property owned by the Property Owner at 396 W. Irving Park Road, Wood Dale, Illinois, which is known as The Local; and

WHEREAS, the City and the Property Owner have negotiated an Agreement for Façade Improvements at 396 W Irving Park Road ("Agreement"), which improvements fall within the parameters of the Façade Improvement Program; and

WHEREAS, City Staff has determined that the Project is eligible for participation in the Façade Improvement Program and that the expenses requested by the Property Owner for said improvements are within the scope of the Façade Improvement Program; and

WHEREAS, pursuant to the Illinois Municipal Code and the Ordinances of the City, the Mayor and the City Council of the City deem it in the best interest of the City to approve the Agreement with the Property 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 396 Enterprises, LLC ("Property Owner"), for the property located at 396 W Irving Park Road, in substantially the same form as attached to this resolution as Exhibit "1" and incorporated herein by reference, hereby approved by the City.

SECTION 3: The Mayor is authorized and directed to execute said Agreement on behalf of the City, 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 20th day of August, 2020.

AYES: Alderman Jakob, Messina, Woods, Catalano,
Sorrentino, E. Wesley, Susmarski

NAYS: None

ABSENT: R. Wesley

APPROVED this 20th day of August, 2020.

SIGNED: Annunzio Pulice
Annunzio Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

Exhibit 1

Façade Improvement Agreement

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

THIS AGREEMENT, entered into this 20th day of August 2020 between the City of Wood Dale, Illinois ("CITY"), an Illinois municipal corporation, and the 396 Enterprises, LLC, an Illinois limited liability corporation ("OWNER"), 396 W. Irving Park Road, 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 396 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 along said corridors; and

WHEREAS, the Owner is improving the Project Property with the installation of a new roof and other improvements; and

WHEREAS, the Project Property is an eligible property under the City's Façade Improvement Program Policy, (hereinafter referred to as "Façade Program"); and

WHEREAS, the façade improvements contemplated herein are eligible expenses under the Façade Policy; 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.

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.

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 Sixty five thousand and sixty two dollars and fifty cents (\$65,062.50), or such lesser amount as set forth in Section 2 below, for, and only for the costs of Façade Improvements, as depicted in the Local Bar & Grille – prepared by B. Parker Design, dated May 21, 2020 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 two (2) installments. The first payment in the amount of 50% of the construction costs incurred to that point to a maximum of \$32,531.25, will be made once the Project Property has met conditions stipulated in Paragraphs 1 through 3 of Section 2 below and satisfactorily 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 \$32,531.25, 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. 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 Local Bar & Grille – 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 be 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 Local Bar & Grille – 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 all other applicable laws.
7. The Owner and its officers, assigns, Contractors, Engineers, Architects and all others on its behalf, shall indemnify and hold harmless from and against any claims, causes of action, injuries or otherwise arising out of the Agreement.

Section 3. FAILURE TO COMPLETE WORK. If the OWNER or any Agent on its behalf 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, costs 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 City may in law or in equity, by suit, action or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right to recover a judgment for monetary damages provided, however, that the City shall not have the right to recover any indirect, special, punitive, incidental, or consequential damages. Further, 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

396 Enterprises, LLC

Annunziato Pulice
Annunziato Pulice, Mayor

By: Sam Boufis
~~Ted Boufis~~
Sam Boufis

Attest: Lynn Curiale
Lynn Curiale, City Clerk

Exhibit A
The Local Bar & Grille – Exterior Alterations Architectural Plans

Exhibit A
The Local Bar & Grille – Exterior Alterations Architectural Plans

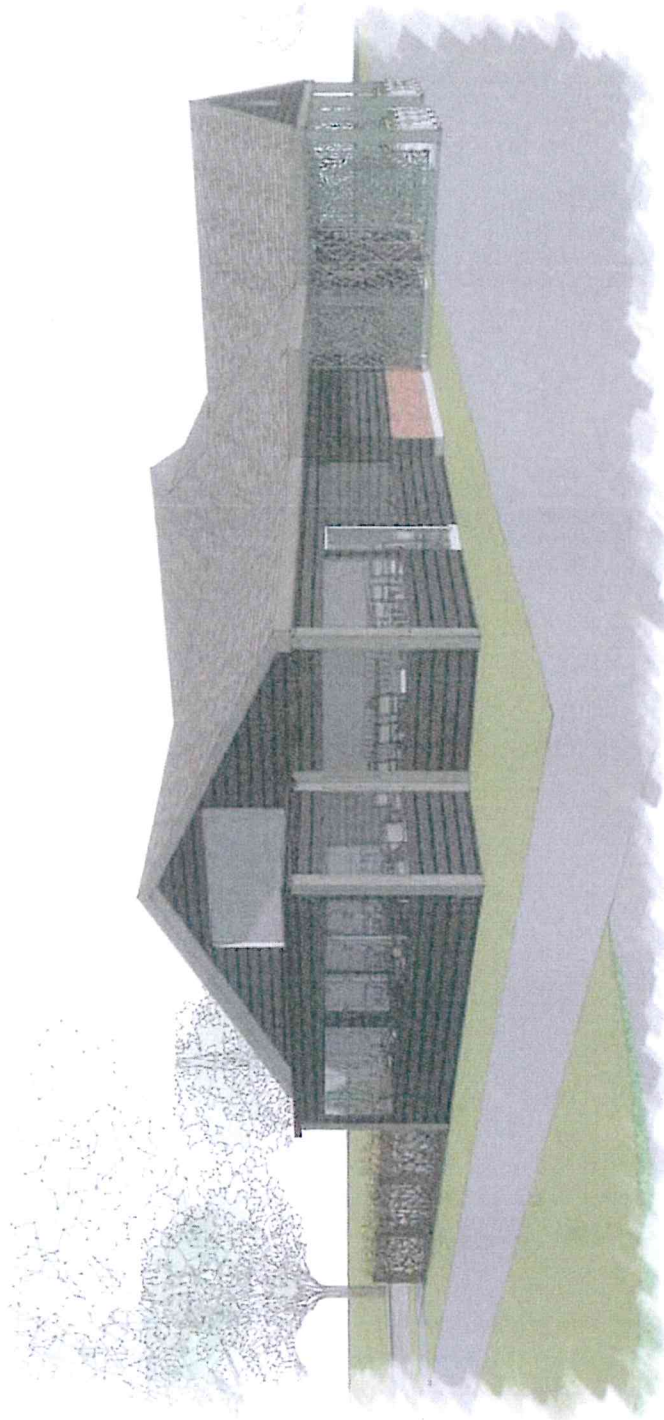
Local Bar & Grille



**B PARKER
DESIGN**

Exterior Concept

issue no.	date
Concepts R1	22 Jan 2020
Design Development Review	6 March 2020
Design Development Review	3 April 2020
Final Design Review	17 April 2020
Final Design Review Edits V1	24 April 2020
Revisions V2	27 April 2020
Revisions V3	1 May 2020
Revisions V4	21 May 2020



Exterior Perspective

Local Bar & Grille



B PARKER
DESIGN

Exterior Concept

issue no.	date
Concepts R1	22 Jan 2020
Design Development Review	6 March 2020
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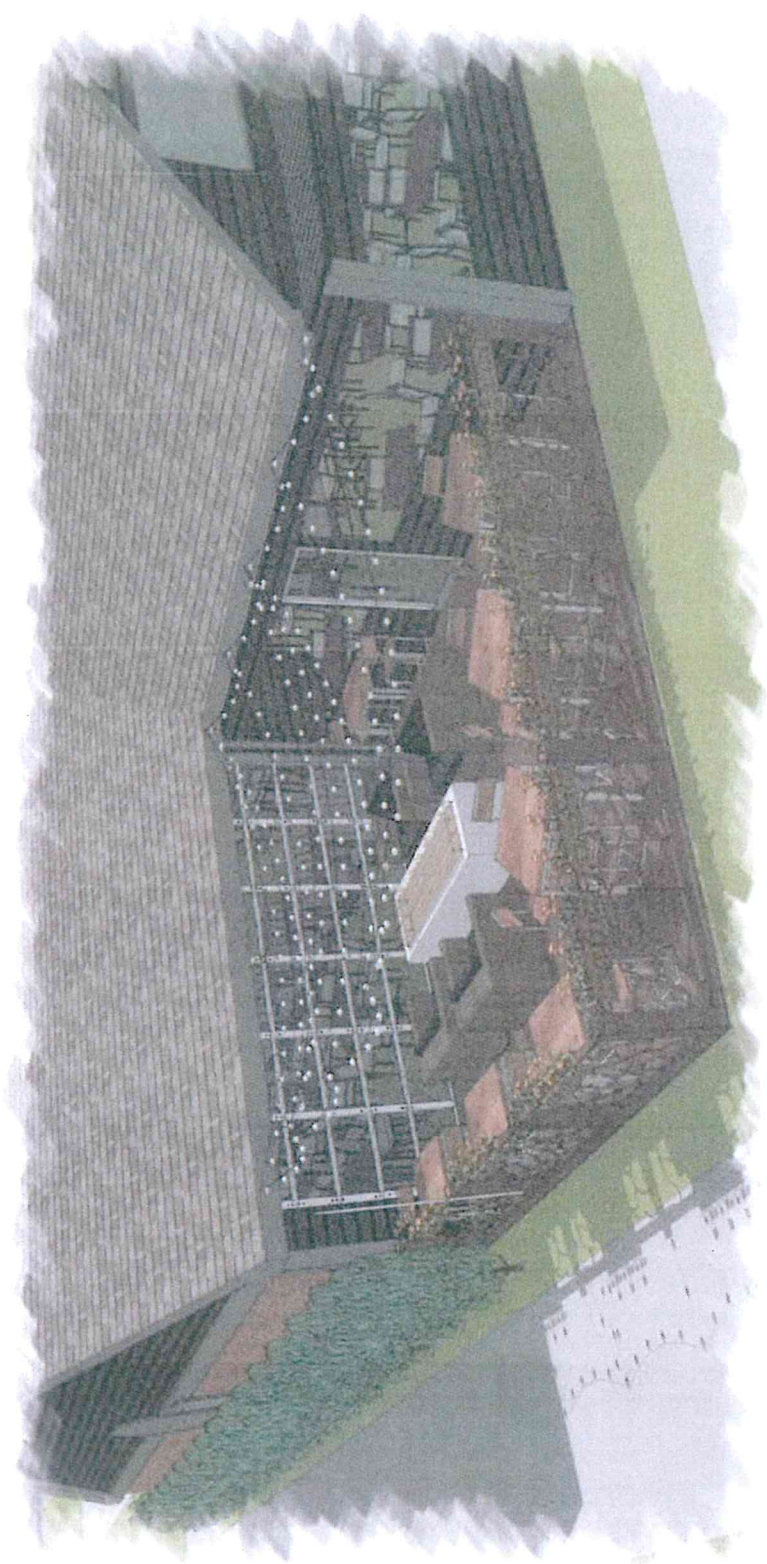


Aerial Perspective

Local Bar & Grille



B PARKER
DESIGN



Outdoor Dining w/Lighting

Exterior Concept

issue no.	date
Concepts R1	22 Jun 2020
Design Development Review	6 March 2020
Design Development Review	3 April 2020
Final Design Review	17 April 2020
Final Design Review Edits V1	24 April 2020
Revisions V2	27 April 2020
Revisions V3	1 May 2020
Revisions V4	21 May 2020

005

Local Bar & Grille



B PARKER
DESIGN

Entry Concept

Issue no.	date
Concepts R1	22 Jan 2020
Design Development Review	6 March 2020
Design Development Review	3 April 2020
Final Design Review	17 April 2020
Final Design Review Edits V1	24 April 2020
Revisions V2	27 April 2020
Revisions V3	1 May 2020
Revisions V4	21 May 2020



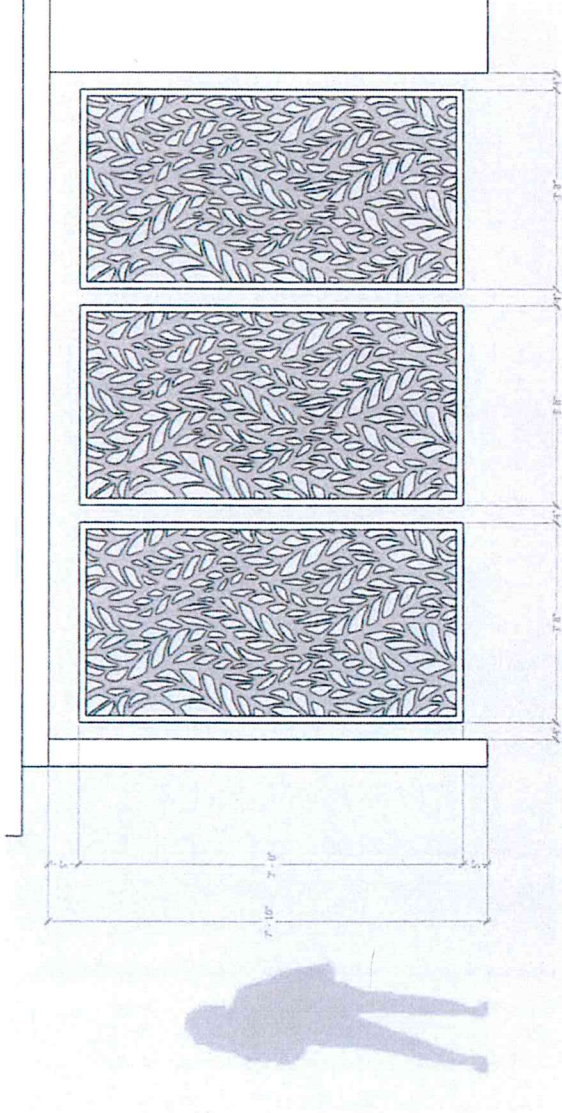
Exterior Perspective

006

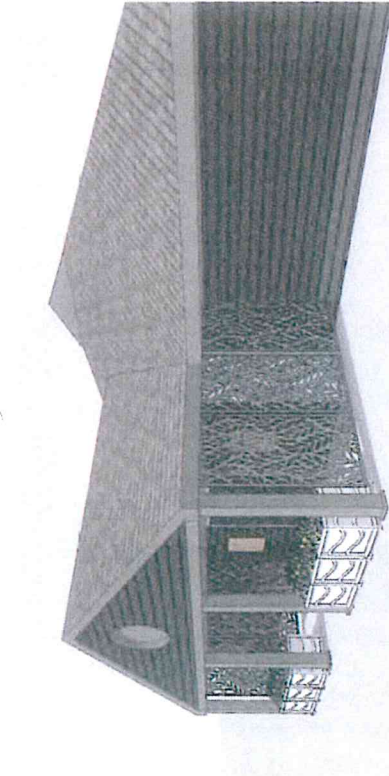
Local Bar & Grille



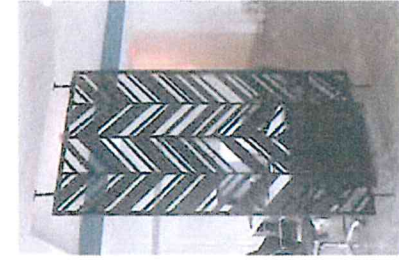
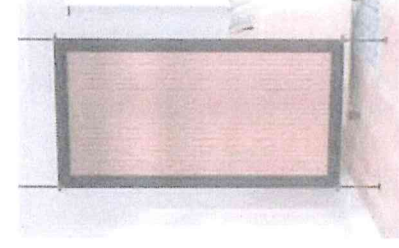
B PARKER
DESIGN



Architectural Screen at Entry



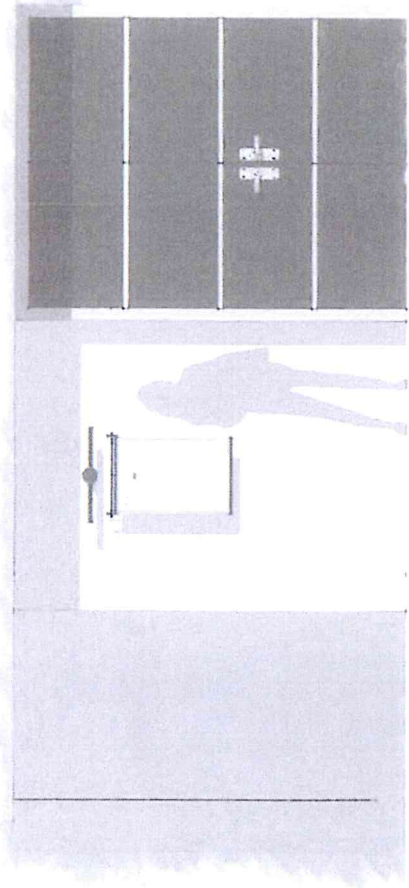
Entry - Perspective



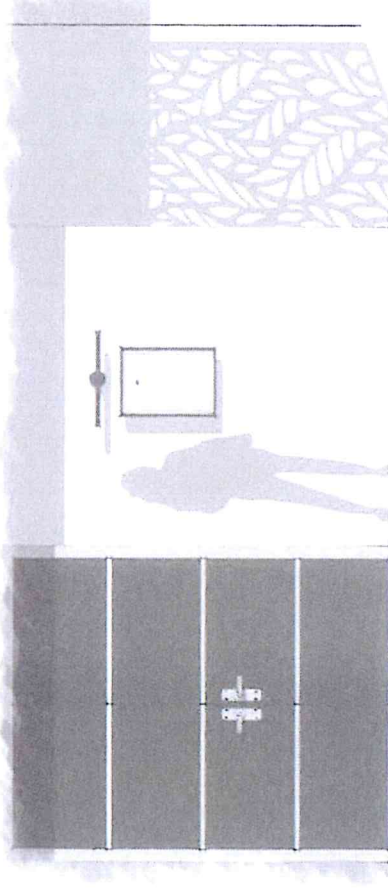
Outdoor Entry Screens

issue no.	date
Concepts R1	22 Jan 2020
Design Development Review	6 March 2020
Design Development Review	3 April 2020
Final Design Review	17 April 2020
Final Design Review Edits V1	24 April 2020
Revisions V2	27 April 2020
Revisions V3	1 May 2020
Revisions V4	21 May 2020

007

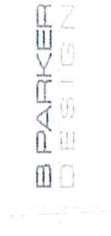


Menu Board at Entry - Option A



Menu Board at Entry - Option B

Local Bar & Grille



Menu Display at Entry

issue no.	date
Concepts R1	22 Jan 2020
Design Development Review	6 March 2020
Design Development Review	3 April 2020
Final Design Review	17 April 2020
Final Design Review Edits V1	24 April 2020
Revisions V2	27 April 2020
Revisions V3	1 May 2020
Revisions V4	21 May 2020

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Local Bar & Grille

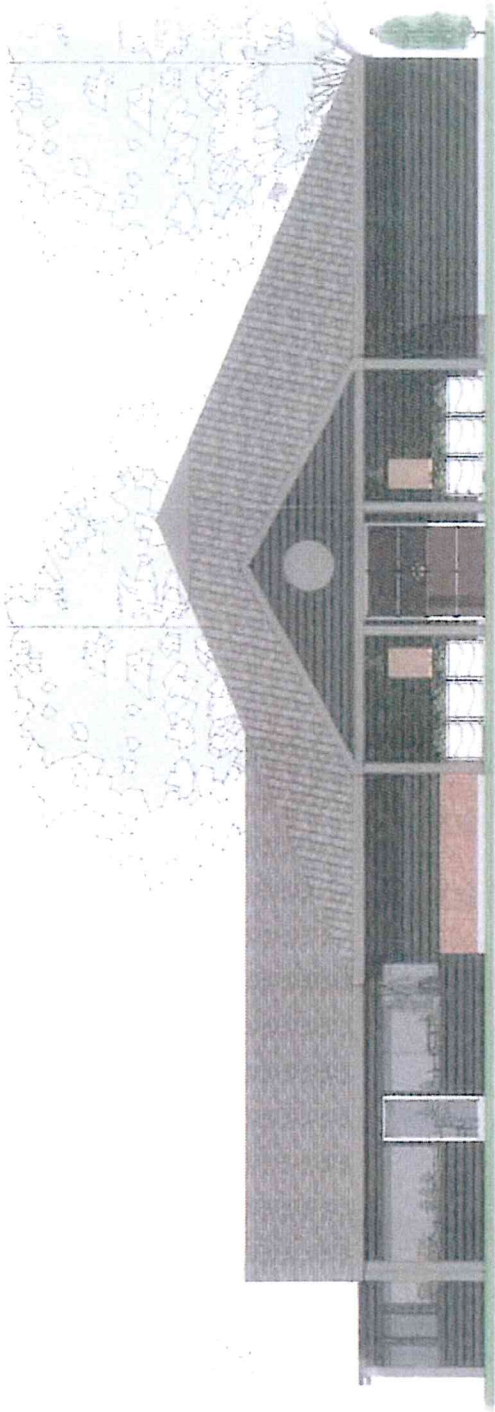


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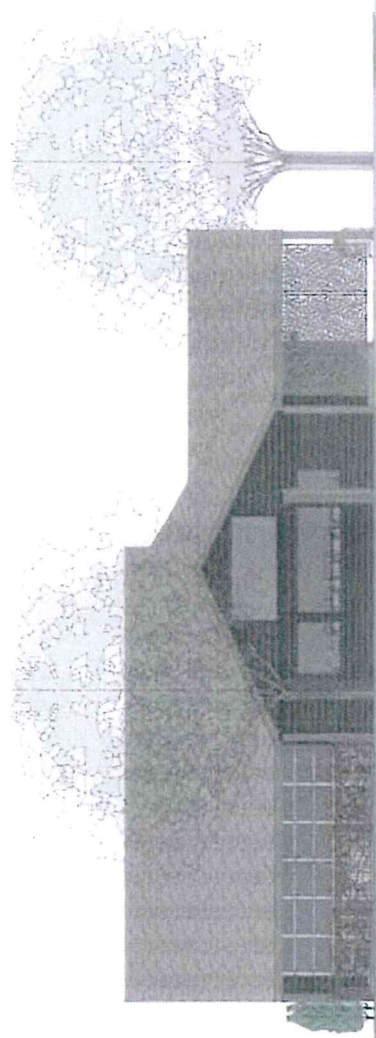
Building Elevations

issue no.	date
Concepts R1	22 Jan 2020
Design Development Review	6 March 2020
Design Development Review	3 April 2020
Final Design Review	17 April 2020
Final Design Review Edits V1	24 April 2020
Revisions V2	27 April 2020
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Revisions V4	21 May 2020

008



West Elevation



North Elevation

Local Bar & Grille

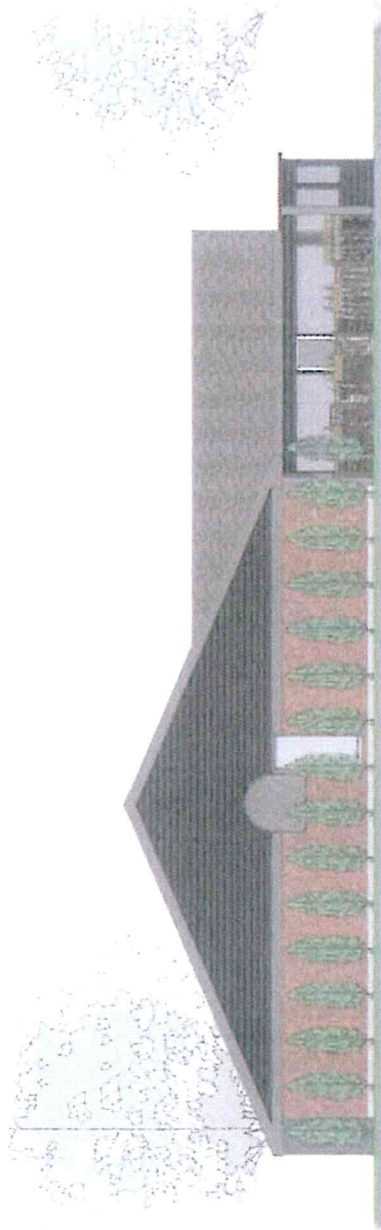


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DESIGN

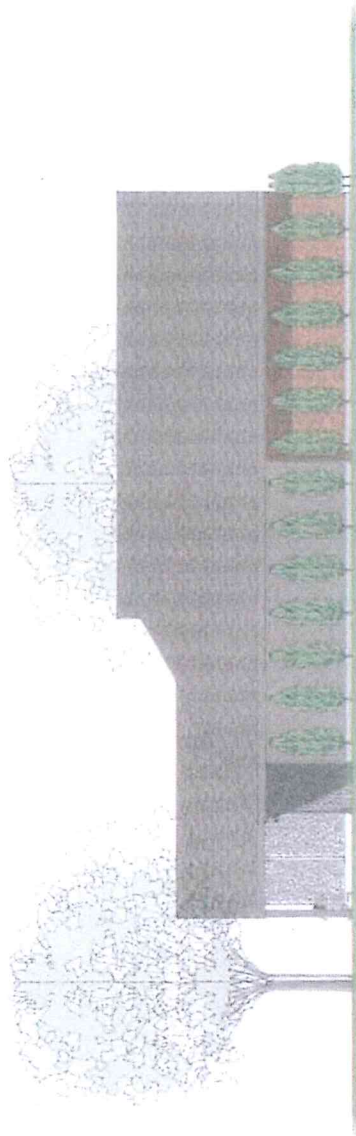
Building Elevations

Issue no.	Date
Concepts R1	22 Jan 2020
Design Development Review	6 March 2020
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Final Design Review	17 April 2020
Final Design Review Edits V1	24 April 2020
Revisions V2	27 April 2020
Revisions V3	1 May 2020
Revisions V4	21 May 2020

009



East Elevation



South Elevation

Outdoor Patio Lighting



Local Bar & Grille



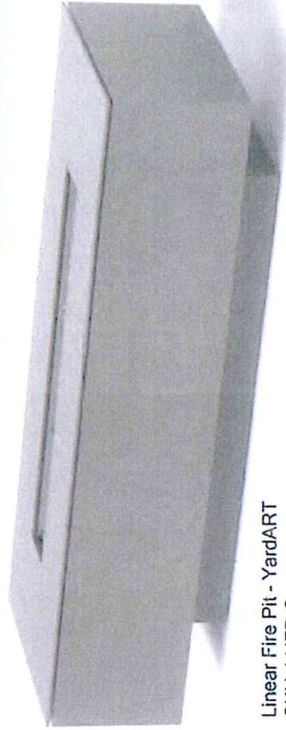
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Outdoor Patio Furnishings

issue no.	date
Concepts R1	22 Jan 2020
Design Development Review	6 March 2020
Design Development Review	3 April 2020
Final Design Review	17 April 2020
Final Design Review Edits V1	24 April 2020
Revisions V2	27 April 2020
Revisions V3	1 May 2020
Revisions V4	21 May 2020

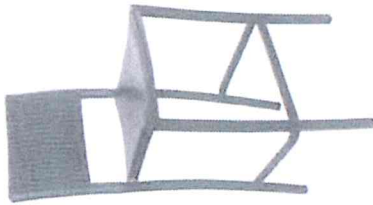
019



Linear Fire Pit - YardART
SKU: LNFP-S
59L x 22W x 17H
Metallic Silver Aluminum
Natural Gas
1/4" Aluminum Tabletop to match base
Matching lid
Glass Surround
Lava Rocks - Blue
Electronic Ignition



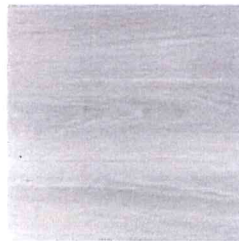
Decking Material - Trex
SKU: IMT90000
1" x 6" x 12"



Patio Chair - Grosflex
Java Wicker Barstool
Charcoal
US927002



Patio Chair - Grosflex
Java Wicker Sidechair
Charcoal
US926002



Patio Table Top - Grosflex
Walnut
US32H790



Patio Table Base - Grosflex
X1 Tilt Top Base
Black
USX1H017

Outdoor/Patio Furnishings

Exhibit B

Approved Façade Improvement Scope of Work and Itemized Costs

Exhibit B

Approved Facade Improvement Scope of Work and Itemized Costs
ALTER CASA LLC *Contract/Quote*
 Exp. Date:

Alter Casa LLC
 105 Yarrow Ct
 Rolling Meadows, IL, 60008
 +1 (224) 324-2411
 altercasallic@gmail.com
 www.altercasallic.com

Ted Boufis DBA Crossroads Inc.
 396 W Irving Park Rd
 Wood Dale, IL, 60191
 (219) 314-3037
 tedboufis@yahoo.com

Contractor	Job	Payments	Due Date
Christos Katseas	Owner		

Description	Line Total
Demolition And Debris Haul Away (All Materials Included)	\$7,000.00
Concrete Work Required To Support Entrance Canopy Per Blueprints (All Materials Included)	\$12,000.00
Frame Frond Door Canopy Per Blueprints (All Materials Included)	\$14,000.00
Complete New Roof Entire Building (All Materials Included)	\$38,000.00
New Siding, Soffit And Gutters Where Required (All Materials Included)	\$8,000.00
Paint Entire Building (All Materials Included)	\$13,000.00
Build New Shed (All Materials Included)	\$8,500.00
Frame Exterior Front Per Blueprints (All Materials Included)	\$14,000.00
Install New Exterior Doors, Windows, Garage Door (All Materials Included)	\$45,000.00
Black Top And Mark Existing Parking Lot And Lay New Asphalt And Drains In Unfinished Lot (All Materials Included)	\$56,000.00
Landscaping All Around Building And Parking Lot (All Materials Included)	\$9,200.00
Install New Decking (All Materials Included)	\$8,000.00
Total:	\$232,700.00

Notes:

Prepared by: Christos Katseas

This is a quotation on the services/materials named above, subject to the conditions noted below.

100% Customer Satisfaction at the end of the project.

All payments must be made on time agreed.

To accept this quote/contract, sign here and return: _____

- 100% Customer Satisfaction!
- High Quality Services!
- Warranty In Every Job!
- No Job Is Too Small!

Thank You For Your Business!

