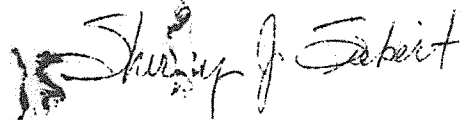


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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-18-18 **A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE OWNER FOR FAÇADE IMPROVEMENTS AT 170 W. IRVING PARK ROAD, SIMBA KIDS DAYCARE, IN A NOT TO EXCEED AMOUNT OF \$37,278.00**

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 3RD day of May, 2018.



Shirley J. Siebert, City Clerk
City of Wood Dale
DuPage County, Illinois

SEAL



Handwritten signature or scribble.

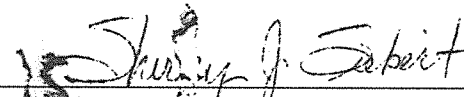


Resolution #R-18-18

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE OWNER FOR FAÇADE IMPROVEMENTS AT 170 W. IRVING PARK ROAD, SIMBA KIDS DAYCARE, IN A NOT TO EXCEED AMOUNT OF \$37,278.00

Passed: May 3, 2018
Published in Pamphlet Form May 3, 2018

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of **R-18-18 A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE OWNER FOR FAÇADE IMPROVEMENTS AT 170 W. IRVING PARK ROAD, SIMBA KIDS DAYCARE, IN A NOT TO EXCEED AMOUNT OF \$37,278.00** passed and approved by the City Council of the City of Wood Dale May 3, 2018 hereby published in pamphlet form on May 3, 2018.



Shirley J. Siebert
City Clerk

SEAL



Handwritten scribbles and marks, possibly a signature or initials, located in the middle-left area of the page.



RESOLUTION NO. R-18-18

RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE OWNER FOR FACADE IMPROVEMENTS AT 170 W IRVING PARK ROAD, SIMBA KIDS DAYCARE, IN A NOT TO EXCEED AMOUNT OF \$37,278.00

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, Dariusz and Iwona Gebala (“Owner”), have applied for a Façade Improvement grant to improve property owned by the Owner at 170 W. Irving Park Road, Wood Dale, Illinois, which is known as Simba Kids Daycare; and

WHEREAS, the City and the Owner have negotiated an Agreement for Façade Improvements at 170 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 Dariusz and Iwona Gebala (“Owner”), for the property located at 170 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 3rd day of May, 2018.

AYES: Alderman Catalano, Sakab, Messina, Sorrentin
Susmarski, E. Wesley, R. Wesley, Woods

NAYS: None

ABSENT: None

APPROVED this 3rd day of May, 2018.

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 3rd day of May 2018 between the City of Wood Dale, Illinois ("CITY"), an Illinois municipal corporation, and Dariusz Jay Gebala and Iwona M. Gebala ("OWNER"), 280 E Potter Street, 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 170 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 Thirty-Seven Thousand Two-hundred and Seventy-Eight and 00/100ths Dollars (\$37,278.00), or such lesser amount as set forth in Section 2 below, for, and only for the costs of Façade Improvements, as depicted in the Renovation of Existing One Story Masonry Building w/ Basement, New One Story Addition New Daycare Occupancy Architectural Plans prepared by Studio G Architects LLC, dated August 24, 2017 last revised December 28, 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 one installment, upon completion of the Façade Improvements pursuant to Section 2. 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 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 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 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 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 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 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.

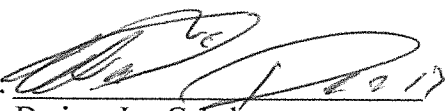
IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date first appearing above.

OWNER

CITY OF WOOD DALE

Dariusz Jay Gebala and Iwona M. Gebala

Annunziato Pulice
Annunziato Pulice, Mayor

By: 
Dariusz Jay Gebala

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


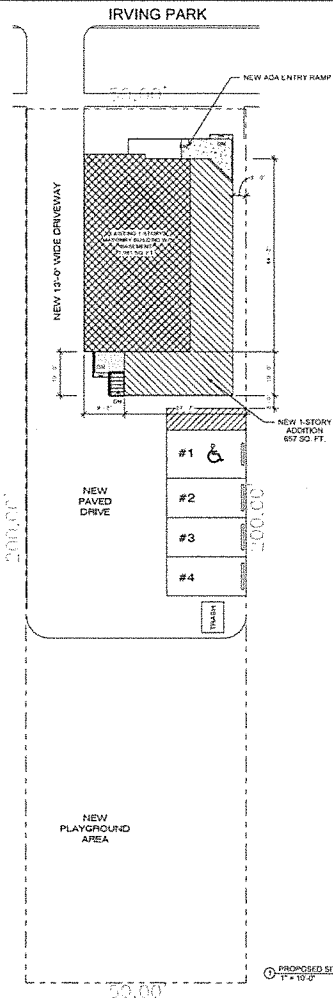
By: 
Iwona M. Gebala

Exhibit A

Renovation of Existing One Story Masonry Building w/ Basement, New One Story
Addition New Daycare Occupancy Architectural Plans

RENOVATION OF EXISTING ONE STORY MASONRY BUILDING W/ BASEMENT, NEW ONE STORY ADDITION NEW DAYCARE OCCUPANCY



PROPOSED OCCUPANCY: I-4 CHILD DAY CARE
 BUILDING CONSTRUCTION TYPE: V-A
 BUILDING AREA: 1,738 SF

WOOD DALE CURRENT BUILDING CODES

- 2012 INTERNATIONAL BUILDING CODE W/ AMENDMENTS
- 2012 INTERNATIONAL MECHANICAL CODE W/ AMENDMENTS
- 2015 INTERNATIONAL FUEL CODE W/ AMENDMENTS
- 2015 INTERNATIONAL FIRE CODE W/ AMENDMENTS
- 2011 NATIONAL ELECTRICAL CODE W/ AMENDMENTS
- 2014 STATE OF ILLINOIS PLUMBING CODE W/ AMENDMENTS

- 2012 ILLINOIS ENERGY CONSERVATION CODE
- 1997 ILLINOIS ACCESSIBILITY CODE
- 2000 NFPA 101 LIFE SAFETY CODE

Sheet List	
Sheet Number	Sheet Name
A01	COVER SHEET
A02	NOTES AND SCHEDULES
A03	ACCESSIBILITY DETAILS AND NOTES
E.1.0	EXISTING PLANS
A.1.1	FLOOR PLANS
A.1.2	ROOF PLAN
A.1.3	ELEVATIONS
A.1.4	BUILDING SECTION AND DETAILS
A.1.5	PENETRATION DETAILS
E.1.0	ELECTRICAL
M.1.0	MECHANICAL
P.1.0	PLUMBING

CERTIFICATION STATEMENT

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY CONFORM TO THE CURRENT ZONING AND BUILDING ORDINANCES OF CITY OF WOOD DALE.

SIGNED: _____ DATE: _____
 EXPIRATION DATE: 11-30-18

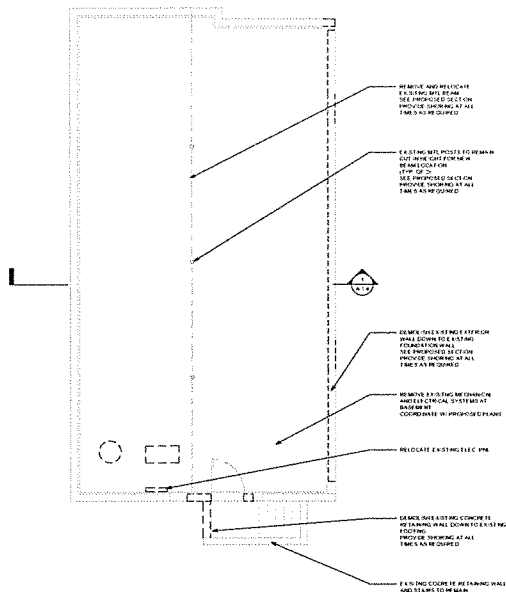
studio .g
 architects LLC



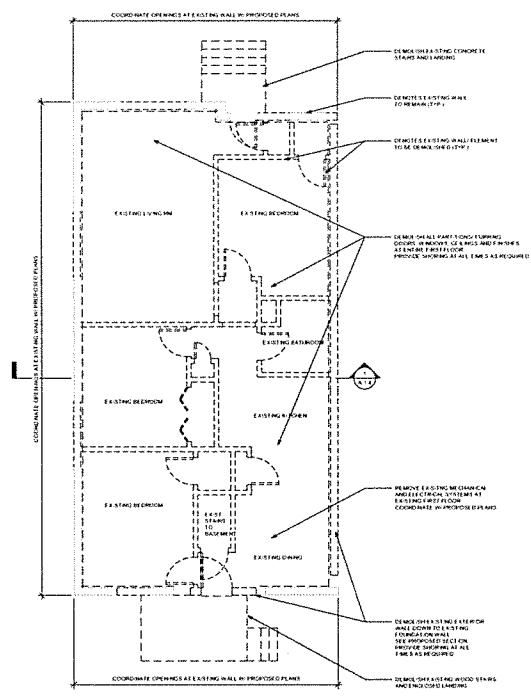
170 W Irving Park Rd,
 Wood Dale, IL 60191

DRAWING TITLE:
COVER SHEET

SHEET NUMBER:
A01



1 EXISTING BASEMENT PLAN
1/8" = 1'-0"



2 EXISTING FIRST FLOOR PLAN
1/8" = 1'-0"

DATE	BY	CHECKED

studio
architects LLC

170 W Irving Park Rd,
Wood Dale, IL 60191

PH: 708.271.6455



PROJECT	SCALE
170	1/8" = 1'-0"
DATE	DATE
8/24/2017	

DRAWING TITLE:
EXISTING PLANS

SHEET NUMBER:
A.10

OWNER	
ARCHITECT	STUDIO .g architects LLC
DATE	
SCALE	

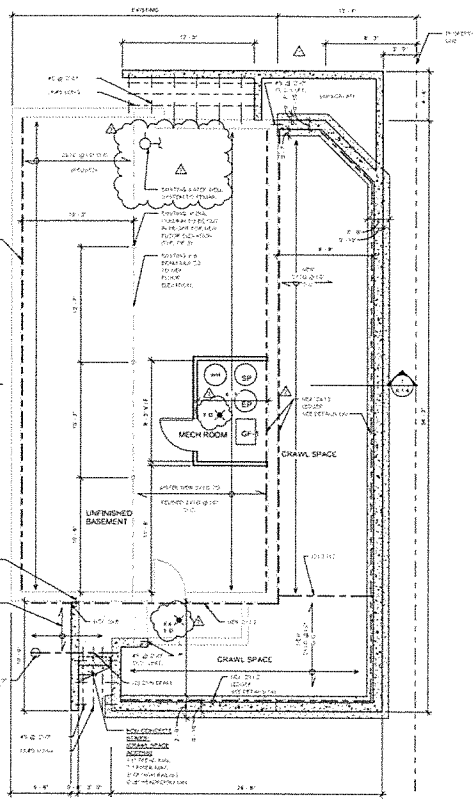
studio .g
architects LLC



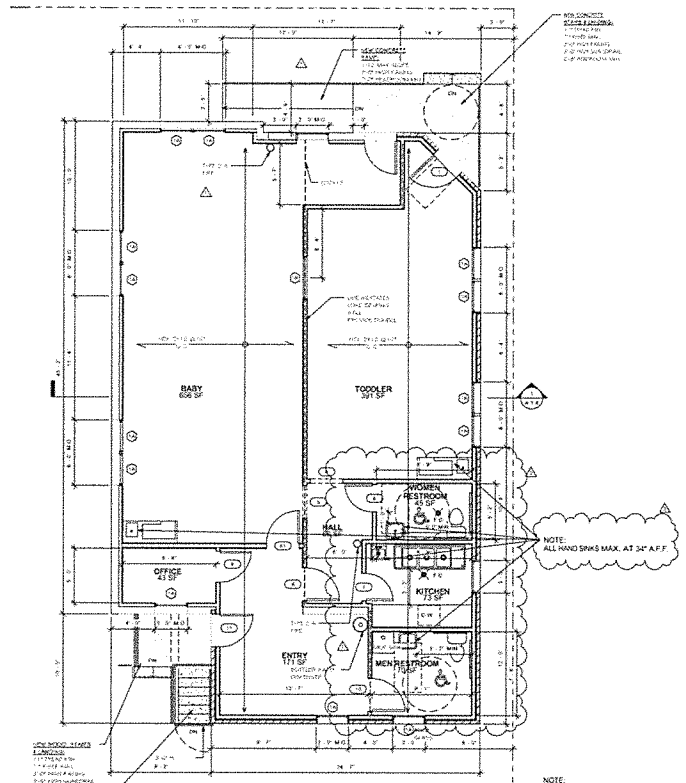
170 W Irving Park Rd,
Wood Dale, IL 60191

DRAWING TITLE:
FLOOR PLANS

SHEET NUMBER:
A.1.1

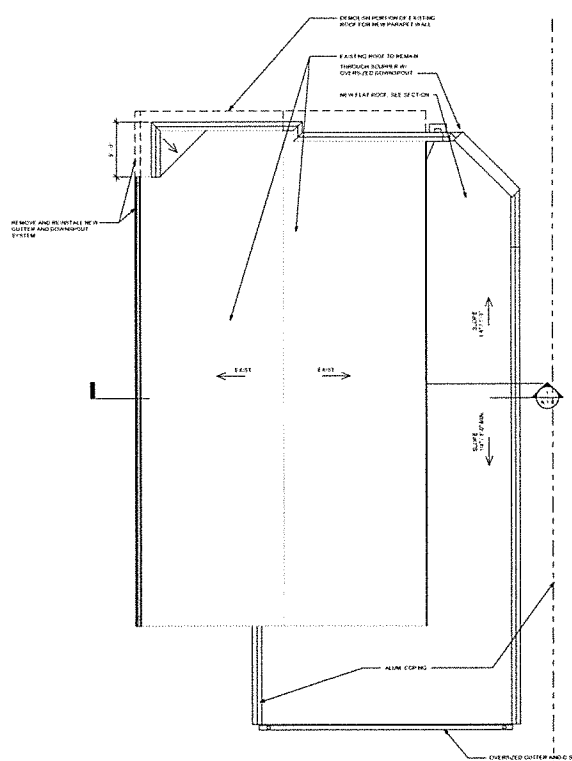


① GRADE BASEMENT
12' x 12'



② 1ST FLOOR
12' x 12'

DATE	BY



1 ROOF PLAN
1/8" = 1'-0"

studio .9
architects LLC
 1445 SOUTH WASHINGTON
 CHICAGO, IL 60605
 PH: 312.327.4833

170 W Irving Park Rd,
 Wood Dale, IL 60191

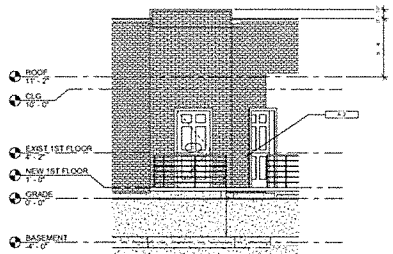
JOB NAME: 170
 DATE: 8.24.2017
 SCALE: 1/8" = 1'-0"

DRAWING TITLE:
ROOF PLAN

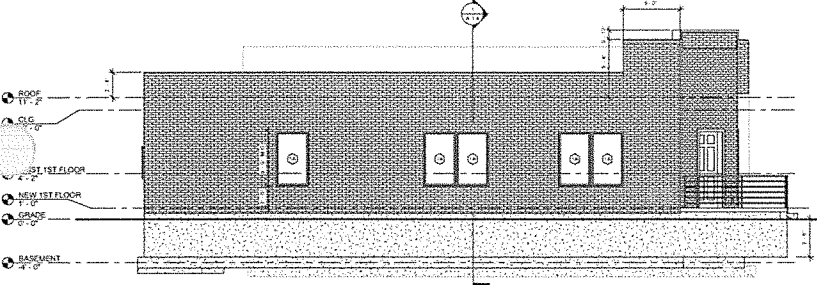
SHEET NUMBER:
A.1.2

Keynote Legend	
Key Value	Keynote Text
A.1	NEW FACE BRICK VENEER TO MATCH EXISTING
A.2	NEW PAINTED METAL RAILINGS
A.3	EXISTING FACE BRICK TO REMAIN
A.4	PAVING/COURING

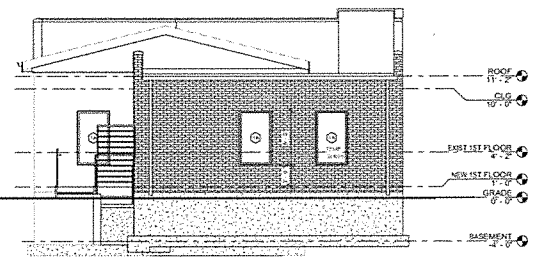
Schedule	
Item	Description
1	CONCRETE FOUNDATION
2	CONCRETE WALLS
3	CONCRETE FLOOR
4	CONCRETE ROOF
5	MECHANICAL/ELECTRICAL
6	MECHANICAL/ELECTRICAL
7	MECHANICAL/ELECTRICAL
8	MECHANICAL/ELECTRICAL
9	MECHANICAL/ELECTRICAL
10	MECHANICAL/ELECTRICAL



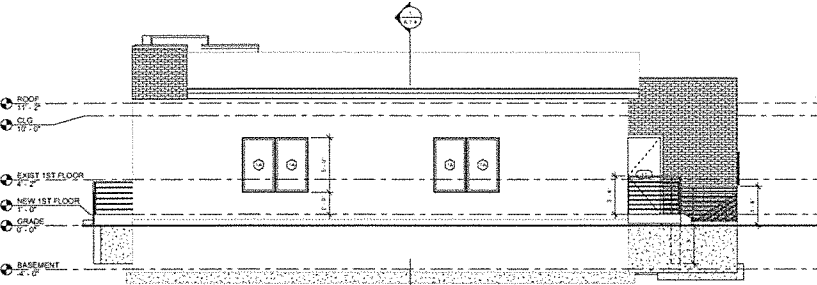
1 N.E. PARTIAL ELEVATION
1/2" = 1'-0"



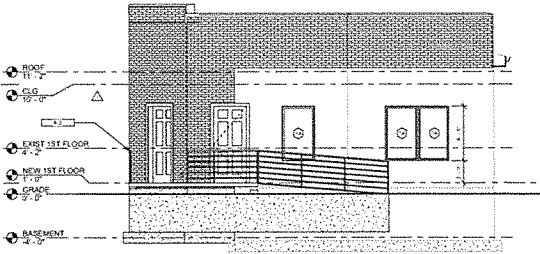
2 EAST ELEVATION
1/4" = 1'-0"



3 SOUTH ELEVATION
1/4" = 1'-0"



4 WEST ELEVATION
1/4" = 1'-0"



5 NORTH ELEVATION
1/4" = 1'-0"

studio .g
architects LLC

PAUL & GIBBY
EST. 2004

170 W. Irving Park Rd,
Wood Dale, IL 60191

FOR NAME | DATE | SCALE

DRAWING TITLE:
ELEVATION:

SHEET NUMBER:
A.13

Exhibit B

Approved Façade Improvement Scope of Work and Itemized Costs

As depicted in Exhibit A, the eligible façade improvements include providing new brick veneer along the street-facing facades, replacing and adding new windows along street-facing facades, constructing a parapet wall on the street-facing façade and adding two egress doors with an accessible ramp. The cost estimate for the approved scope of work depicted in Exhibit A is as follows:

Construction	\$97,520
Permit Costs	\$1,888
<hr/>	
Total Eligible Project Cost	\$99,408

Total Cost of Approved Scope of Work: \$99,408.00

Approved funding is 37.5% of the total cost of the approved scope of work: \$37,278.00

Payment shall be made as set forth in the Agreement.

The scope of work above is depicted in Exhibit A and described in further detail in the Staff Memo dated April 2, 2018.

