

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) X *Waiver of First Requested*
 X Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: William T. Lichter, Village Manager
DATE: November 9, 2004 (B of T) Date: November 18, 2004
TITLE: 10-12 S. Park Avenue (Park Avenue Cleaners)
SUBMITTED BY: The Economic and Community Development Committee through the Department of
Community Development *WTL*

BACKGROUND/POLICY IMPLICATIONS:

The Economic and Community Development Committee through the Department of Community Development transmits for your consideration its recommendation regarding the above-referenced matter. Attached find an ordinance authorizing a Downtown Facade Improvement Grant in the amount of \$10,764.75 for the property located at 10-12 S. Park Avenue. (DISTRICT #1)

The Economic and Community Development Committee recommends approval of this request.

Staff is requesting waiver of first reading.

Please place this item on the November 18, 2004 Board of Trustees agenda.

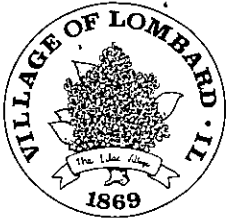
Fiscal Impact/Funding Source:

4400.7402.756420
Project Number 0128

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X *William T. Lichter* _____ Date *11/11/04*

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

To: William T. Lichter, Village Manager

From: David A. Hulseberg, AICP, Director of Community Development *Delt*

Date: November 9, 2004

Subject: Downtown Improvement and Renovation Grant Program
10-12 S. Park Avenue
Parcel Number: 06-07-209-013

The Village received a request for a grant in the amount of \$10,764.75 for facade improvements relative to the property mentioned above.

Background:

The purpose of the Downtown Improvement and Renovation Grant Program is to increase the economic viability of Downtown Lombard by improving the aesthetics of the buildings, improving signage, and increasing the availability and ease of parking. This Program is intended to complement and support the Village's plans to maintain a quality downtown. The Downtown's image, appearance, and environment is an important factor in attracting shoppers and new businesses to the downtown. The Program was approved in July 1998.

Approved applications for the Downtown Improvement and Renovation Grant Program are eligible to receive a fifty percent (50%) matching grant. Grants up to \$10,000 are approved administratively by the Director of Community Development. All grants above \$10,000 must be approved by the Village Board. The maximum grant amount is \$50,000. Requests for grants above \$50,000 will be considered on a case-by-case basis.

Proposal:

Thomas Williams and John Horist, owners of Park Avenue Cleaners, submitted an application to the Economic and Community Development Committee which was reviewed at their November 2, 2004 meeting. Improvements to the property included: painting of rear building, new concrete walkway and dumpster pad, paving of parking lot, and dryvit front facade of building. Owners have already paid for and completed all of the eligible improvements. The cost of these improvements totaled \$18,664.50 – see itemization below.

Re: 10-12 S. Park Avenue
November 9, 2004
Page 2

Front elevation installation/stone tuckpointing	\$ 6,050.00		
Cement sidewalk and dumpster pad	\$ 5,362.50		
Painting of railing	\$ 462.00		
Repave parking lot	<u>\$ 3,925.00</u>		
		SUBTOTAL	\$15,799.50 (at 50% or \$ 7,899.75)
Scraping, priming, painting and striping	<u>\$ 2,865.00.</u>	(at 100% or \$ 2,865.00)	
	GRAND TOTAL	\$18,664.50	or \$10,764.75

The Economic & Community Development Committee recommended approval of \$10,764.75 with a condition of approval stating that the owners enter into an agreement with the Village to provide for the use of the rear of their property for outdoor dining purposes for a minimum of a 5-year period.

Recommendation:

Staff recommends that the Village Board approve an ordinance authorizing a Downtown Facade Improvement Grant in the amount of \$10,764.75 for the property located at 10-12 S. Park Avenue pursuant to Village Ordinance 4509. Staff is also requesting a waiver of first reading.

ORDINANCE. NO _____

**AN ORDINANCE AUTHORIZING A DOWNTOWN FAÇADE
IMPROVEMENT GRANT FOR THE PROPERTY LOCATED AT
10-12 S. PARK AVENUE**

WHEREAS, the Village is an agent for disbursement of funds for the Downtown Improvement and Renovation Grant Program under the authority granted by the Village Board and will provide monetary grants to qualified property owners in the Lombard Downtown Tax Increment Financing (TIF) District to enhance and improve downtown buildings and parking areas (hereinafter referred to as the "Program"); and,

WHEREAS, Thomas Williams and John Horist (hereinafter referred to as "Owner"), wishes to participate in the Program so as to renovate the façade of the building located at 10-12 S. Park Avenue, Lombard, Illinois (hereinafter referred to as the "Project"); and,

WHEREAS, the Project will complement and support the Village's plans to maintain a quality Central Business District;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village shall provide Owner with a grant of \$10,764.75 pursuant to the Program (hereinafter referred to as the "Grant"). Such Grant shall be available to Owner upon the authorization of the Village's Director of Community Development, after receipt of satisfactory evidence that the Project has been completed and Owner has paid all invoices for labor and materials in connection therewith.

SECTION 2: The Owner agrees that the Project will be performed in accordance with the building plans approved June 8, 2004, attached as Exhibit "A" and made a part hereof, the Plat of Survey approved by the Department of Community Development dated June 4, 2004 attached as Exhibit "B" and made a part hereof, and the Project cost estimates, attached hereto as Exhibit "C" and made a part hereof.

SECTION 3: The Owner will comply with the following/taking the following actions in connection with the Project:

- a. Comply with all regulations and standards of the Program and all applicable building codes of the Village.
- b. Take all reasonable action to assure completion of the Project within six (6) months from the date of the adoption of this Ordinance. Failure to

complete the Project within six (6) months from the date of the adoption of this Ordinance shall result in forfeiture of the Grant.

- c. Allow inspection of the Project by authorized employees of the Village to assure compliance with federal, state, and local regulations related to the Grant, as well as compliance with applicable building codes of the Village.
- d. Maintain the financial records that pertain to the Project, and allow access thereto by authorized employees of the Village. At a minimum, all contracts, change order, bills, invoices, receipts, cancelled checks and partial and final waivers of liens shall be maintained and made available to the authorized employees of the Village.
- e. Submit copies of all final waivers of lien, cancelled checks and invoices related to the Project to the Department of Community Development.
- f. That the Owner shall enter into an easement agreement with the Village that provides for the use of the west 46' of the property located at 10-12 S. Park Avenue for outdoor dining purposes for at least a five (5) year period with the Village having the right to assign said easement.

SECTION 4: The Owner agrees to maintain the business at 10-12 S. Park Avenue in accordance with all Village codes and ordinances and agrees not to substantially change the use of the business or interior space of the building for which this Grant was received for a period of not less than three (3) years from the date of this Ordinance. Failure to maintain the business in accordance with all Village codes and ordinances, changing the use of the business or interior space within said three (3) year period, other than with the prior written authorization of the Village, or failing to otherwise fully comply with the terms and conditions of this Ordinance will require the Owner to make pro rated repayment of the Grant funds received by the Owner to the Village based on the following formula:

$$\begin{array}{rcl} \text{Grant} & \times & \text{Number of Days from Ordinance adoption} \\ \text{Amount} & & \text{to event triggering repayment obligation} \\ & & 1095 \end{array} = \begin{array}{r} \text{Repayment} \\ \text{Amount} \end{array}$$

SECTION 5: The Owner agrees that this Ordinance shall be recorded against the title to the property located at 10-12 S. Park Avenue said property being legally described in Exhibit "B" attached hereto and made part hereof to serve notice upon future purchasers, assigns, estate representatives, successors, and all other interested persons of the conditions outlined in this Ordinance.

SECTION 6: A lien is hereby declared against the property described in Exhibit "B" in the amount of \$10,764.75, subject to said lien being released, in whole or in part, upon the Owner's compliance with the terms and conditions of this Ordinance. In the event of any such partial or full release, the Village shall record a partial or full release document to evidence same.

SECTION 7: Thomas Williams and John Horist, being the legal title holder(s) of the property described in Exhibit "B", hereby acknowledge that he/she/they/it has/have read the terms and conditions applicable to the receipt of the Grant, as set forth in this Ordinance, and agree to be bound thereby and to bind the property set forth in Exhibit "D" with the lien set forth in Section 6 above.

Thomas Williams, Owner

John Horist, Owner

SUBSCRIBED and SWORN to
before me this _____ day of _____, 2004.

SUBSCRIBED and SWORN to
before me this _____ day of _____, 2004.

NOTARY PUBLIC

NOTARY PUBLIC

Passed on first reading this _____ day of _____, 2004.

First reading waived by action of the Board of Trustees this _____ day of _____, 2004.

Passed on second reading this _____ day of _____, 2004.

Ayes: _____

Nays: _____

Absent: _____

Ordinance No. _____

10-12 S. Park Avenue

Page 4

Approved this _____ day of _____, 2004.

William J. Mueller, Village President

ATTEST:

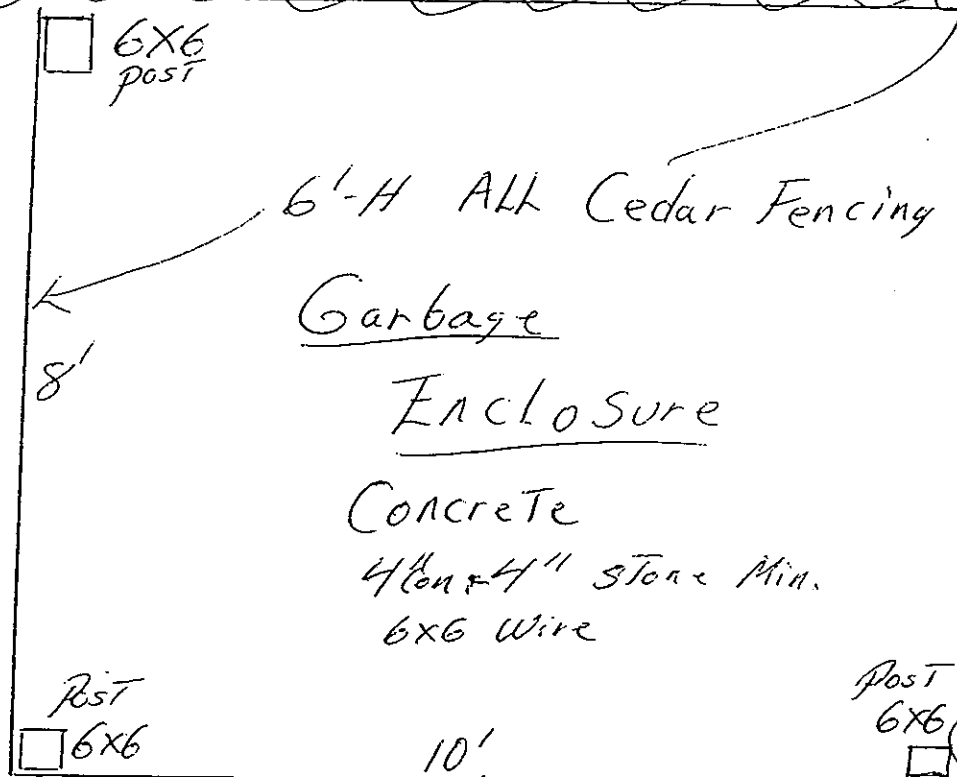
Barbara A. Johnson, Deputy Village Clerk

10 & 12 S. Park

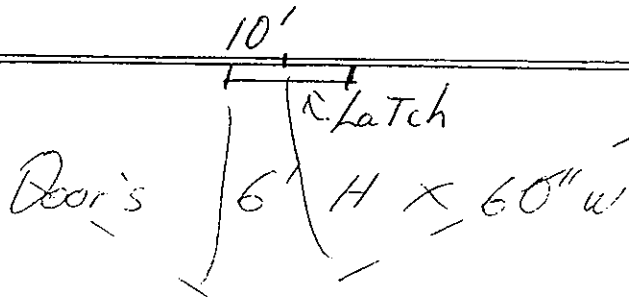
NO WOOD FENCING WITH 15'
OF BUILDING.

-PER ORDINANCE-

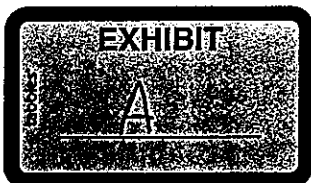
Brick 12 S Park



Brick
of
16 S.
Park



BUILDING DEPT.



REVIEWED FOR

CODE COMPLIANCE

U.S.

DATE:

6/8/04

CUSTOMER COPY

PLAT OF SURVEY

BY

MBS & CO.

Land Surveyors

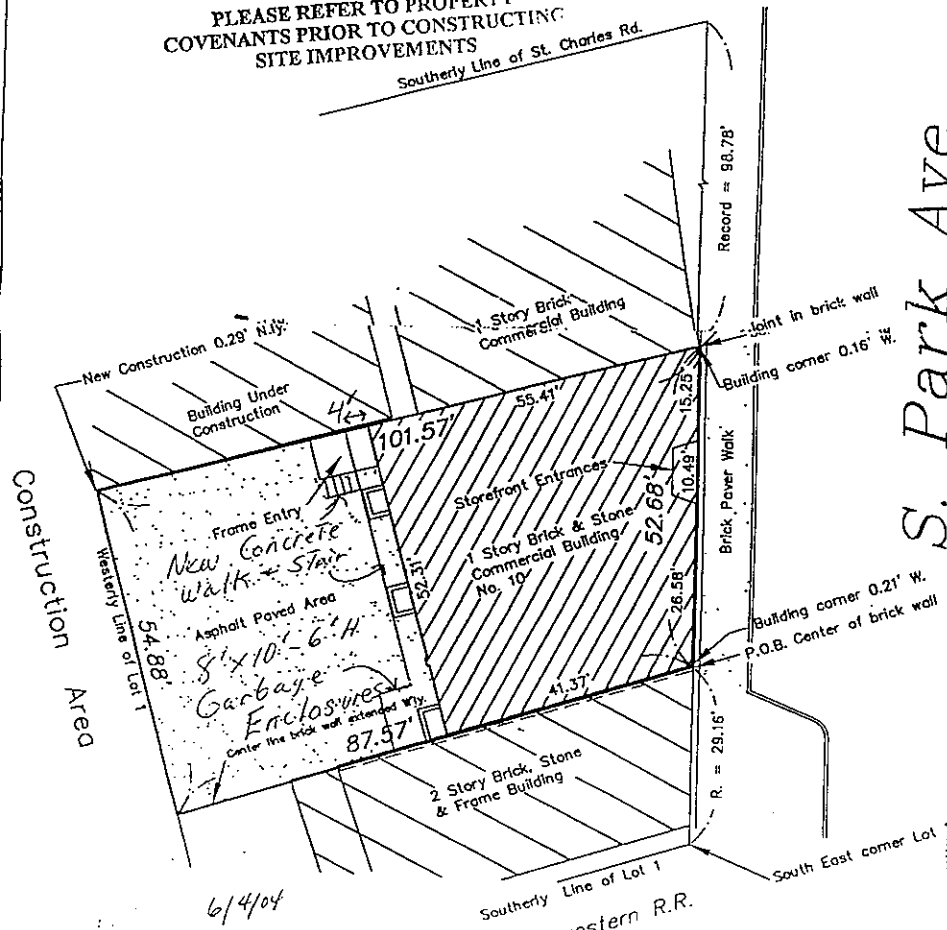
1415 MARGRET ST. DES PLAINES, IL 60018

(847) 298-7789

OF

That part of Lot 1 in Block 19 in Town of "Lombard", described as Commencing in the East line of said Lot, 29.16 feet North of the South East corner thereof, the same being at the center of a brick wall, as a Point of Beginning; thence North along the East line of said Lot 1, 52.68 feet to the joint in the brick wall; thence Westerly along a straight line through said wall, following the Lot; thence Southerly along the West line of said Lot 54.88 feet to a point intersecting a straight line drawn Westerly from the Point of Beginning through the center of brick wall to the West line of said Lot; thence Easterly in a straight line 87.57 feet to the Point of Beginning, being a Subdivision in Sections 5, 6, 7, and 18, Township 39 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded April 23, 1868 as Document 9483 in DuPage County, Illinois.

PLEASE REFER TO PROPERTY COVENANTS PRIOR TO CONSTRUCTING SITE IMPROVEMENTS



S. Park Ave.

68' R.O.W.



EXPIRES 11/30/200:

FIELD MEASUREMENTS COMPLETED: NOVEMBER 3, 2001.
STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

I, Kevin P. Sheehan, do hereby certify that I have surveyed the property described above and that the plat hereon drawn is a correct representation of said survey.

DES PLAINES, ILLINOIS, November 3, A.D. 2001

MBS & CO. by: Kevin P. Sheehan

Kevin P. Sheehan, Illinois Professional Land Surveyor No. 2138

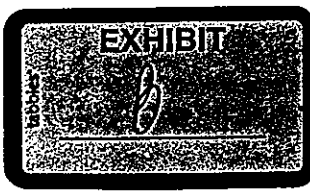
6/4/04
BY APC
Concrete Stair +
FOR trash enclosure

Scale: 1" = 20 feet
Distances are marked in feet and decimal parts thereof.
Ordered By: M. Richter
Surveyed By: K.S. & J.S.

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACT AND ZONING ORDINANCE.

ORDER No. 01-11564

This Professional service conforms to the Current Illinois Minimum Standards for a BOUNDARY SURVEY



CD INTERIORS & EXTERIORS

26 S Westmore
Lombard, IL 60648
630-750-3811 Fax/Office 630-705-0176

INVOICE

Customer

Name John Horst and Tom Williams
Address _____
City Elmhurst IL ZIP _____
Phone 630/561-7496

Date 8/6/2002
Job Address 10-12 Park
Lombard, IL

Qty	Description	Unit Price	TOTAL
	Front elevation EIFS Installation Stone tuckpointing		
	First payment 6/17/04 - \$1500.00		
	Second payment 7/1/04 - \$3050.00		
	Third payment 8/6/02 - \$1500.00		

Payment Details

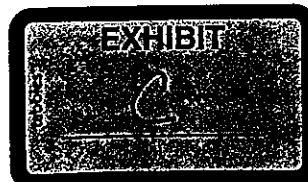
Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$6,050.00
Shipping & Handling	\$0.00
Taxes State	\$0.00
Amount paid	\$6,050.00
Remaining Balance	\$0.00

Office Use Only

Stucco/Dryvit Stone/Tile





STATE OF ILLINOIS
COUNTY OF } SS

FINAL WAIVER OF LIEN

City # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by JOHN HOBST & TOM WILLIAMS
to furnish EIFS & TUCKPOINTING
for the premises known as 10-12 PARK, LOMBARD, IL
of which JOHN HOBST & TOM WILLIAMS IS THE OWNER is the owner

THE undersigned, for and in consideration of SIX THOUSAND FIFTY DOLLARS
(\$ 6050.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the at described premises, INCLUDING EXTRAS.*

DATE 8/31/04 COMPANY NAME CD INTERIORS & EXTERIORS
ADDRESS 26 S WERTMERE LOMBARD IL

SIGNATURE AND TITLE [Signature]

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

STATE OF ILLINOIS }
COUNTY OF } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Edmund J. Williams BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) owner
(COMPANY NAME) CD INTERIORS & EXTERIORS WHO IS THE CONTRACTOR FURNISHING EIFS & TUCKPOINTING WORK ON THE BUILDING LOCATED AT 10-12 PARK LOMBARD IL
OWNED BY JOHN HOBST & TOM WILLIAMS

That the total amount of the contract including extras* is \$ 6050.00 on which he or she has received payment \$ 6050.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 8/31/04 SIGNATURE: [Signature]
SUBSCRIBED AND SWORN TO BEFORE ME THIS 21 DAY OF Aug 2004

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.
Notary Public, State of Illinois
My Commission Exp. 05/05/2007
F.3870 RS/8

[Signature]
NOTARY PUBLIC

Classic Maintenance

P.O. Box 193
 Addison, ILLINOIS 60101
 630-213-0549 fax 630-372-9316

Invoice No.
 T1525

INVOICE

Customer

Name Tom Williams & John Horist
 Address 10 & 12 S Park
 City Lombard State IL ZIP 60148
 Phone (630)970-0752

Date 7/22/04
 Order No. T1525
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
1	R&R cement sidewalk and dumpster pad	\$5,362.50	\$5,362.50

- Cash
- Check

SubTotal	\$5,362.50
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$5,362.50

Office Use Only

Payment due upon receipt

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

Gty # _____

SS

COUNTY OF DuPage

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Thomas Williams + John Horist to furnish Concrete Work

for the premises known as 10 + 12 S. Park Lombard of which Thomas Williams + John Horist is the own

THE undersigned, for and in consideration of 5362.50 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the of the State of Illinois, relating to mechanics' liens, with resp to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the mone funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery furnished to t date by the undersigned for the above-described premises.

Given under my hand and seal this 10th day of August, 2004

Signature and Seal: Michelle Vega

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of offic signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partn

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

SS

COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Michelle Vega

owner of the Classic Maintenance work on the buildin

located at 10-12 S. Park Lombard

owned by Tom Williams + John Horist

That the total amount of the contract including extras is \$ 5362.50 on which he has received payment of \$ 3500.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plan specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Classic Maintenance</u>	<u>Concrete Work</u>	<u>1000.00</u>	<u>1000.00</u>	<u>✓</u>	<u>0</u>
<u>Classic Maintenance</u>	<u>Concrete Work</u>	<u>2000.00</u>	<u>2000.00</u>	<u>✓</u>	<u>0</u>
<u>Classic Maintenance</u>	<u>Labor</u>	<u>2362.50</u>	<u>2362.50</u>	<u>✓</u>	<u>0</u>
TOTAL LABOR AND MATERIAL TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

"OFFICIAL SEAL"
DIANA PHOMMACHANH
Notary Public, State of Illinois
My Commission Expires 02/18/07

Signed this 10th day of August, 2004

Signature: Michelle Vega

Subscribed and sworn to before me this 30th day of August, 2004

Diana Phommachanh

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) Thomas Williams + John Horist

to furnish labor and materials for (B) Concrete work,

under a contract (C) _____

for the improvement of the premises described as (D) 10 + 12 S Park Lombard

in the City (City-Village) of Lombard, County of

De Page, State of Illinois

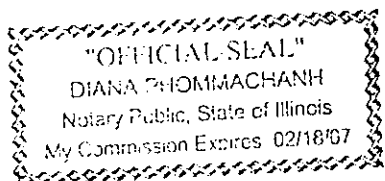
of which Tom Williams + John Horist

is the owner.

NOW, THEREFORE, this 10th day of August, 1994

for and in consideration of the sum of (E) 5368.50 Five thousand three hundred sixty two and 50/100 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(Affix corporate seal here)



Diana Phommachanh

(F) Classic Maintenance (SEAL)
(Name of sole ownership, corporation or partnership)

[Signature] (SEAL)
(Signature)

TITLE: owner

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

INVOICE

No. 0022823

INVOICE DATE
AUG 13 2004
CUSTOMER'S ORDER NO.

(615) 380-1111

SHIP TO:

SOLD TO:
TOM WILLIAMS
10 S. PARK

SALESPERSON
SHIPPED VIA
TERMS
F.O.B.

QTY. ORDERED	QTY. SHIPPED	DESCRIPTION	UNIT	AMOUNT
1	1	FAB PAINT 1 BAILING 12' 2"		462.00
		PAYO C/F #1 592.4		462.00

INVOICE

601485189512

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5905
Date: 7-30-04

Pay to the order of Carbon Leases \$ 125.00
One hundred Twenty Five Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5905 0000012500

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5909
Date: 8-2-04

Pay to the order of Deane County Farm Bureau \$ 22.00
Twenty Two Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5909 0000002200

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5914
Date: 8-2-04

Pay to the order of Galt Airport \$ 480.00
Four hundred Eighty Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5914 0000048000

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5916
Date: 8-6-04

Pay to the order of Carbon Leases \$ 125.00
One hundred Twenty Five Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5916 0000012500

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5917
Date: 8-9-04

Pay to the order of Mineral Springs Chamber Lodge \$ 160.00
One hundred Sixty Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5917 0000016000

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5918
Date: 8-9-04

Pay to the order of Jensen Depo \$ 61.50
Sixty One Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5918 0000006150

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5919
Date: 8-9-04

Pay to the order of Allstate Ins \$ 262.00
Two hundred Sixty Two Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5919 0000026200

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5920
Date: 8-10-04

Pay to the order of Ill. Dept. of Natural Resources \$ 22.00
Twenty Two Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5920 0000002200

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5921
Date: 8-11-04

Pay to the order of Joe McCarthy \$ 3000.00
Three thousand Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5921 0000030000

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5922
Date: 8-12-04

Pay to the order of Village of Villa Park \$ 175.00
One hundred Seventy Five Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5922 0000017500

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5923
Date: 8-12-04

Pay to the order of Joe McCarthy \$ 925.00
Nine hundred Twenty Five Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5923 0000092500

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5924
Date: 8-15-04

Pay to the order of Ted Jensen \$ 482.00
Four hundred Eighty Two Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5924 0000048200

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5925
Date: 8-15-04

Pay to the order of Carbon Leases \$ 125.00
One hundred Twenty Five Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5925 0000012500

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5926
Date: 8-18-04

Pay to the order of Nicom Gas \$ 35.53
Thirty Five Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5926 0000003553

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5927
Date: 8-20-04

Pay to the order of Carbon Leases \$ 125.00
One hundred Twenty Five Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5927 0000012500

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5928
Date: 8-24-04

Pay to the order of SBC \$ 36.46
Thirty Six Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5928 0000003646

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5929
Date: 8-24-04

Pay to the order of SBC \$ 56.89
Fifty Six Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5929 0000005689

THOMAS L. WILLIAMS
21001 MATTHEW RD. PH. 884-9702
DOWNERS GROVE, IL 60515

5930
Date: 8-24-04

Pay to the order of Cou Ed \$ 106.35
One hundred Six Dollars

WEST SUBURBAN BANK
00719233490 21-0005496142-5930 0000010635

PROPOSAL BILL

MIKE TYMOSZENKO
PROFESSIONAL PAINTING CONTRACTOR
150 W ST. CHARLES RD. (630) 888-1266
LOMBARD, IL, 60148
PROPOSAL SUBMITTED TO:

PROPOSAL NO. _____
SHEET NO. _____
DATE 5/18/04

NAME TOM WILLIAMS + JOHN HORIST
ADDRESS 10 + 12 S. PARI BLVD,
LOMBARD, IL. 60148
PHONE NO. _____

WORK TO BE PERFORMED AT:
ADDRESS _____
DATE OF PLANS _____
ARCHITECT _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of SCRAPING PRIME 2 COATS PAINTS + CUSTOM STAIRING ON REAR SIDE OF BLDG.

PND
LIV
PUL
CASH
5/18/04
M.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of TWO THOUSAND EIGHT HUNDRED SIXTY FIVE Dollars (\$ 2,865.00)

with payments to be made as follows.

Respectfully submitted M. Tymoszenko
Per _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note — This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____
Date _____ Signature _____



STATE OF ILLINOIS }
 COUNTY OF } SS

FINAL WAIVER OF LIEN

Gty # _____
 Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by John P Horist Thomas Williams
 to furnish Scraping priming painting
 for the premises known as 10 + 12 S Park Blvd Lombard
 of which John P Horist & Thomas Williams is the owner.

THE undersigned, for and in consideration of Twenty Eight hundred & sixty five Dollars
 (\$ 2865.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
 hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens,
 with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
 furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,
 fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-
 described premises, INCLUDING EXTRAS.*

DATE 9-29-04 COMPANY NAME Mike Tymoszenko
 ADDRESS 150 W St Charles Lombard

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF ILLINOIS }
 COUNTY OF } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Mike Tymoszenko BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) owner OF
 (COMPANY NAME) Mike Tymoszenko WHO IS THE
 CONTRACTOR FURNISHING Labor + MATERIAL WORK ON THE BUILDING
 LOCATED AT 10 + 12 S Park Blvd Lombard
 OWNED BY John P Horist Thomas Williams

That the total amount of the contract including extras* is \$ 2,865.00 on which he or she has received payment of
 \$ 0 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties
 who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work
 or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all
 labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>10 + 12 S Park Blvd Lombard</u>	<u>Painting</u>	<u>\$2865.00</u>	<u>\$2865</u>	<u>\$2865</u>	<u>0</u>
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor
 or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 9/29/04 SIGNATURE: M. Tymoszenko
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 29th DAY OF Sept. 2004

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.
 OFFICIAL SEAL
 MARIYA CONTRERAS
 NOTARY PUBLIC - STATE OF ILLINOIS
 MY COMMISSION EXPIRES: 01/05/08

Mariya Contreras
 NOTARY PUBLIC

Proposal



JOE'S BLACK TOP

CAROL STREAM

TEL. 630-373-7115 • 630-752-8129

- Blacktop
 - Concrete
 - Brick Paving
- New asphalt needs to dry for 6 months or longer before sealing

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
SQ. FT.	SQ. YD.	JOB #	PERMIT #
		FINAL INSPECTION	JOB PHONE

CIRCLE NUMBERS INDICATING WORK TO BE PERFORMED

- Excavate and remove all excavated material from job site.
- Remove old pavement _____ asphalt _____ concrete.
- Add _____ tons of gravel.
- Use existing gravel, grade, roll & pave.
- Roll and compact sub-grade using vibratory roller
- Install SOIL STABILIZATION FABRIC on Sub-Grade prior to gravel.
- Put in a _____ inch gravel base. 1st Layer # _____ "large gravel and 2nd Layer grade _____ fine gravel grade and compact each layer using vibratory rollers.
- Prime existing pavement with RC70.
- Prime gravel with MC30
- Fill in chuck holes and low area by applying a leveling layer of asphalt and roll.
- Re-Surface over old pavement.
- With Paving Machine apply _____ "1-11 Surface Asphalt _____ "Driveway _____ "Bam _____ " Binder.
- Roll with _____ Ton Rollers, Vibrate and Tamp all edges.

CONCRETE

- Gravel _____ Wire Mesh _____ Wire Mat _____
Rebar _____ Expansion Joints _____
- _____ "of number _____ bag mix.
- Light broom finish _____ Smooth finish _____

GUARANTEE: AS SPECIFIED LABOR AND MATERIAL IS GUARANTEED FOR 1 YEAR. NO GUARANTEE AGAINST CRACKING.

MATERIAL & WORKMANSHIP MEET OR EXCEED STATE OF ILLINOIS AND LOCAL GOVERNMENT REQUIREMENTS. U.S. PAVING DOES NOT USE RECYCLED GRAVEL OR ASPHALT. JOE'S BLACK TOP WILL USE ALL VIRGIN MATERIAL. (UNLESS REQUESTED OTHERWISE).

Handwritten notes and signatures:

Reviewed by [Signature]

Approved by [Signature]

[Signature]

We Propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: _____ dollars \$

ADDITIONAL COST IF APPLICABLE, Permit Fee \$ _____ Options \$ _____ Extras \$ _____

PAYMENT:

All material is to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. U.S. Paving is licensed, bonded and insured. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposa I- The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
Signature _____

Date of Acceptance _____

TERMS C.O.D. UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE. Balances unpaid after 15 days from date of invoice are subject to a service charge of 2% per month, or maximum allowed by law, if different, together with expenses incidental to collection, including reasonable attorney's fees



STATE OF ILLINOIS }
 COUNTY OF } SS

FINAL WAIVER OF LIEN

Gty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Thomas Williams & John Horist
 to furnish Paving
 for the premises known as 10 & 12 S. Park St, Lombard
 of which Thomas Williams & John Horist is the owner.

THE undersigned, for and in consideration of Three Thousand Nine hundred & Twenty five
 (\$ 3925.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
 hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens,
 with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
 furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,
 fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-
 described premises, INCLUDING EXTRAS.*

DATE _____

COMPANY NAME Joe's Black Top
 ADDRESS Carol Stream

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF ILLINOIS }
 COUNTY OF } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Joe McCarthy BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) Owner OF
 (COMPANY NAME) Joe's Black Top WHO IS THE
 CONTRACTOR FURNISHING Paving WORK ON THE BUILDING
 LOCATED AT 10 & 12 S. Park St, Lombard
 OWNED BY Thomas Williams & John Horist

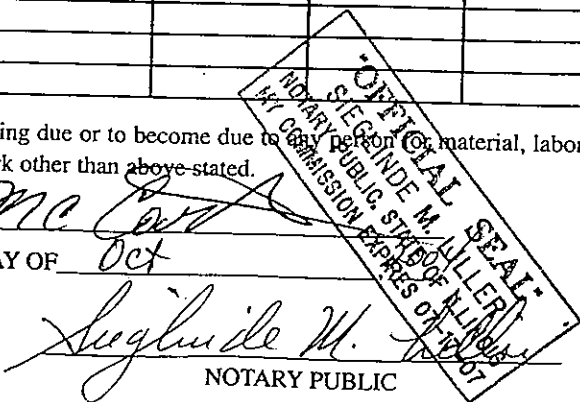
That the total amount of the contract including extras* is \$ 3925.00 on which he or she has received payment of
 \$ 0 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties
 who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work
 or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all
 labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLD EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>All Materials from fully paid stock & delivered in my truck</u>					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to or from any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 10-7-04 SIGNATURE: Joe McCarthy
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 7 DAY OF Oct

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



NOTARY PUBLIC

VILLAGE OF LOMBARD -- PERMIT
 255 East Wilson Avenue
 Lombard, IL 60148
 630/620-5750--Fax:630/629-2374--TDD:630/620-5812

 Application Number 04-00000955 Date 6/15/0
 Property Address 12 S PARK AVE
 Parcel Number 06-07-209-013
 Tenant nbr, name CONCRETE GARB ENCLOSURE
 Application description ADDITION/ALTERATION COMMERCIAL
 Property Zoning CENTRAL BUSINESS
 Application valuation 12000

Owner thomas williams Contractor
 21w 051 mayfair OWNER
 LOMBARD IL 60148
 (630) 970-0752

 Structure Information COM CONCRETE, GARBG ENCLOSURE & SIDING ---
 Construction Type OTHER

 Permit ADDITION/ALTERATION PERMIT COM
 Additional desc
 Permit Fee 92.00 Plan Check Fee
 Issue Date Valuation 1200

Qty Unit Charge Per BASE FEE Extensic
 92.0

 Special Notes and Comments
 PERMIT INFORMATION: PLEASE READ ALL
 THE REQUIREMENTS ATTACHED TO YOUR
 PERMIT. THIS INFORMATION IS VITAL TO
 COMPLETING A SUCCESSFUL PROJECT.
 INSPECTION INFORMATION: AN ADVANCE
 NOTICE OF AT LEAST 72 HOURS IS REQUIRED
 WHEN SCHEDULING INSPECTIONS.

ALL REQUIRED INSPECTIONS MUST BE
 COMPLETED IN SEQUENTIAL ORDER PRIOR TO
 SCHEDULING SUBSEQUENT INSPECTIONS.

ANY FAILED INSPECTION MUST BE
 RESCHEDULED & APPROVED PRIOR TO
 SCHEDULING ANY SUBSEQUENT INSPECTIONS.

INSPECTIONS THAT FAIL MORE THAN ONCE WILL
 BE ASSESSED A \$70 REINSPECTION FEE.
 THE REINSPECTION FEE MUST BE PAID PRIOR
 TO SCHEDULING THE REINSPECTION OR
 SUBSEQUENT INSPECTIONS.

WATER METER INFORMATION: ALL OLD WATER
 METERS THAT HAVE BEEN REPLACED WITH A
 NEW METER MUST BE RETURNED TO THE
 BUILDING DEPARTMENT PRIOR TO THE
 RELEASE OF ANY CONSTRUCTION BONDS.
 ANY FEES ASSOCIATED WITH AN OLD METER
 THAT HAS NOT BEEN RETURNED WILL EITHER
 BE CHARGED TO THE HOMEOWNER OR ASSESSED
 AGAINST THE CONSTRUCTION BOND.
 NEW METERS, CONDUIT & WIRE MUST BE
 INSTALLED AT THE TIME OF ROUGH
 INSPECTION. METERS THAT ARE NOT
 INSTALLED AT THE TIME
 OF ROUGH INSPECTION WILL BE CAUSE FOR
 THE ISSUANCE OF A STOP WORK ORDER ON
 THE ENTIRE JOB ALONG WITH A REINSPECTION
 FEE OF \$50.
 THE REINSPECTION FEE MUST BE PAID PRIOR
 TO SCHEDULING THE REINSPECTION FOR THE
 METER INSTALLATION.

 I HEREBY CERTIFY THAT IF I, AS APPLICANT, AM NOT THE OWNER
 OF THE PROPERTY IN RELATION TO WHICH THIS APPLICATION IS
 BEING FILED, HAVE OBTAINED THE PERMISSION OF THE OWNER OF
 SAID PROPERTY TO FILE THIS APPLICATION.
 SIGNATURE: _____

VILLAGE OF LOMBARD -- PERMIT
 255 East Wilson Avenue
 Lombard, IL 60148
 630/620-5750--Fax:630/629-2374--TDD:630/620-5812

Application Number 04-00000955

Page 2
 Date 6/15/04

Special Notes and Comments
 THIS PROCESS WILL REMAIN IN PLACE UNTIL
 SUCH TIME AS COMPLIANCE AND APPROVAL OF
 THE WATER METER INSTALLATION HAS BEEN
 ATTAINED BY THE VILLAGE'S PLUMBING
 INSPECTOR.
 CERTIFICATES OF OCCUPANCY: PRIOR TO
 THE ISSUANCE OF A CERTIFICATE OF
 OCCUPANCY, COMPLIANCE WITH THE
 FOLLOWING MUST BE MET.
 COMPLETION OF ALL REQUIRED INSPECTIONS
 AND RECEIPT OF ALL NECESSARY
 DOCUMENTATION STIPULATED OR ATTACHED TO
 THE PERMIT.
 AT THE TIME OF THE FINAL INSPECTION,
 THE WATER METER MUST BE COMPLETELY
 INSTALLED INCLUDING THE INSTALLATION OF
 THE CONDUIT & WIRE SO THAT THE PLUMBING
 INSPECTOR MAY INSTALL THE REMOTE READER
 IF IN THE EVENT THESE ITEMS ARE
 INCOMPLETE AT THE TIME OF FINAL
 INSPECTION, A \$50 REINSPECTION FEE
 WILL BE ASSESSED AND THE CERTIFICATE
 OF OCCUPANCY WILL NOT BE ISSUED.

AFTER THE REINSPECTION FEE IS PAID AND
 THE SECONDARY FINAL INSPECTION HAS BEEN
 CONDUCTED & APPROVED, A CERTIFICATE OF
 OCCUPANCY WILL BE GRANTED.

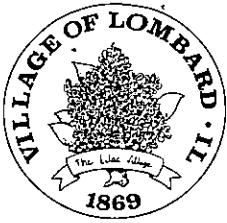
Other Fees	ADMINISTRATIVE FEE 10%			30.00
Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	92.00	92.00	.00	.00
Plan Check Total	.00	.00	.00	.00
Other Fee Total	30.00	30.00	.00	.00
Grand Total	122.00	122.00	.00	.00

I HEREBY CERTIFY THAT IF I, AS APPLICANT, AM NOT THE OWNER
 OF THE PROPERTY IN RELATION TO WHICH THIS APPLICATION IS
 BEING FILED, HAVE OBTAINED THE PERMISSION OF THE OWNER OF
 SAID PROPERTY TO FILE THIS APPLICATION.
 SIGNATURE: _____

10 S. & 12 S. Park



Remove & Replace Red Siding
4' H x 52' W
With New Cedar



#040560

ML
11/15/04

MEMORANDUM

To: William T. Lichter, Village Manager

From: David A. Hulseberg, AICP, Director of Community Development DH/wth

Date: November 15, 2004

Subject: **Downtown Improvement and Renovation Grant Program
10-12 S. Park Avenue**

On the November 18, 2004 Village Board agenda is a recommendation from the Economic and Community Development Committee for Downtown Improvement and Renovation Grant Program funds associated with the improvements at 10-12 S. Park Avenue.

The property owner of the subject property has expressed concerns with the companion draft Ordinance as it is currently written and is requesting changes to the Ordinance accordingly. As such, staff is requesting that the Village Board **table** all actions relative to this item to the December 2, 2004 meeting.

h:\cd\worduser\edadm\ecdcmtc\facadegrants\10-12spark\botmemo table