




## MEMORANDUM

**TO:** Dennis McNicholas, Acting Chairperson  
Economic and Community Development Committee

**FROM:** Jennifer Ganser, Assistant Director of Community Development 

**DATE:** March 9, 2015

**SUBJECT:** **Downtown Improvement & Renovation Grant; 101 W. St. Charles Road**

The Community Development Department has received an application for the Downtown Improvement and Renovation Grant Program (also known as the Facade Grant Program) for 101 W. St. Charles Road. The applicant/property owner, Tom and Margret Smith, is seeking to install new roof shingles and paint the exterior trim and soffits. The property is located in the Downtown TIF. The total cost of project is \$24,000.00 and is grant eligible up to \$12,000.00 (up to 50% of the eligible project costs; not to exceed \$50,000, unless specifically approved by the Village Board).

The applicant purchased the property in December 2014. The building is mostly vacant, but the applicants will be looking for new tenants in the future. Action Motorcycles relocated to Park Avenue and Café 101 has closed. There is an apartment tenant on the second floor.

The Lombard Downtown Revitalization Project Guidebook focuses on aesthetic standards in Section 4. Though the building is not specifically called out in the Guidebook, the proposed renovations are consistent with the historic context of the building and the downtown. The Village gave this property a "High Ranking" in the 2008 Downtown Lombard Community Vision document and named the building a key strategic priority in the 2014 Strategic Plan.

The building was built in 1858 and is the oldest building in downtown Lombard. In the future, the applicants hope to reinstall the ironwork on the roof. At this time, that is not part of the grant request and the applicants are exploring other options to help financially assist with that project. Also, the applicants have applied to the Village, through the Historical Commission, for local landmark designation.

All grant requests paid for by Village of Lombard TIF dollars shall comply with the Illinois Prevailing Wage Act. Therefore, if the grant is approved by the Village Board of Trustees, the applicant shall sign an acknowledgement form indicating that they are aware that this project is subject to prevailing wages.

**GRANT REQUEST ELEMENTS**

*Roof Shingles*

The Downtown Renovation and Improvement Grant Program is silent on roof shingle improvements. Staff is of the opinion that the new roof shingles will enhance the exterior appearance of the structure from the street level and benefit the overall façade. The building has a hip roof which is unusual in downtown Lombard, as most of the roofs are flat roofs. This style of roof makes the shingles visible from multiple locations.

The new roof shingles will be a charcoal gray color, which is similar to the current roof shingle color. Though the original roof shingle color is unknown, staff believes it was a dark color due to old photographs. Three bids were submitted for the proposed work and based on the lowest bid the applicant is eligible to receive up to \$7,000.00.

Vendor	Price Quote
Ridgeland Home Improvements Inc.	\$22,000.00
<b>Singles Roofing &amp; Construction Co.</b>	<b>\$14,000.00</b>
Matthews Roofing	\$33,500.00

Staff notes that the three quotes vary in price. There are also some differences in the three quotes, which could account for why the prices vary.

1. Shingle type – the lowest bid uses 30 year shingles while the highest bid uses 50 year shingles. The middle bid does not mention shingle type.
2. Ice water shield – the lowest bid uses a six foot ice water shield and the highest bid uses a three foot ice water shield. The middle bid does not mention ice water shield type.
3. Additional items – the highest bid includes work to the upper flat roof and a pedestrian canopy.
4. Shingles – the highest and middle bid notes that all roof layers are to be completely torn off. The lowest bid includes removing the shingles on the east, west, and south side with the north side shingles being installed over the existing shingles.

However, while the quotes are not necessarily identical, Building Division staff reviewed the quotes, and in their experience, find that the lowest bid is a fair quote for the work proposed.

*Paint*

Exterior wall improvements, such as painting, are eligible expenses for the Downtown Renovation and Improvement Grant Program. Windows, doors, and soffits will be painted black. Though the original color was lighter, the black is consistent with coloring of that time period. The windows will not be replaced, but a glaze will be applied. The applicant has

submitted three bids for the proposed work and based on the lowest bid, the applicant is eligible to receive up to \$5,000.00.

Vendor	Price Quote
Ridgeland Home Improvements Inc.	\$12,500.00
<b>B. Swift Painting</b>	<b>\$10,000.00</b>
Wow One Day Painting	\$11,750.00

Staff is supportive of both requests (roof shingles and paint) for the following reasons:

1. Consistent with the recommendations of the Lombard Downtown Revitalization Project Guidebook;
2. Consistent with past approval for other façade grant requests;
3. Building's historic ties to downtown Lombard;
4. Renovations will be consistent to how the building looked when it was originally built; and
5. The work may help the applicants attract tenants.

*Conditions of Approval*

Staff proposes the following conditions be placed on the grant, if approved by the Village Board of Trustees. The conditions would be incorporated into a Resolution, subject to approval from the Village Board of Trustees.

1. The project must comply with the Illinois Prevailing Wage Act. Since the project will be partially funded by grant (from the Downtown TIF) the project must comply with the Illinois Prevailing Wage Act.
2. Permits must be applied for and received for all of the work. Permits should be applied for with the Building Division and will be ready after the appropriate departments/divisions are able to sign off stating that the project meets code. All work shall have passed inspections.
3. Before the grant can be paid out, the applicant will submit a final receipt (showing it is paid in full) and waivers of lien from the contractors. This ensures that the project is paid in full before the Village remits the grant funds.
4. That the applicant shall not apply for a vacancy exemption from the York Township Assessor. Though the building is partially vacant, the applicants do plan on leasing the space. By not applying a vacancy exemption, the Village will receive property taxes based on the total equalized assessed value (EAV) both before and after the improvements occur. Seeking an exemption would be contrary to the intent of providing a TIF incentive.

**COMMITTEE ACTION REQUESTED**

This item is being placed on the March 9, 2015 ECDC agenda for consideration. Staff recommends that the ECDC recommend approval to the Village Board for the requested Downtown Renovation and Improvement Grant for the property at 101 W. St. Charles Road. The project total is \$24,000.00 and is grant eligible up to \$12,000.00. As this request is over \$10,000, it requires final approval from the Village Board of Trustees. Said recommendation is subject to the following conditions, by the Village Board of Trustees:

1. The project must comply with the Illinois Prevailing Wage Act.
2. Permits must be applied for and received for all of the work. All work shall have passed inspections.
3. Before the grant can be paid out, Tom & Margret Smith will submit a final receipt (showing it is paid in full) and waivers of lien from the contractors.
4. That the applicant/property owner shall not apply for a vacancy exemption from the York Township Assessor.



February 20, 2015

Jennifer Ganser  
Assistant Director of Community Development  
255 E Wilson Ave.  
Lombard, IL 60148

Dear Ms. Ganser:

The Lombard Town Centre Design Committee has reviewed the renovation grant application for the property at 101 W. St. Charles Rd. We feel the proposed roof improvements and painting of windows, doors, and soffits will greatly improve the appearance of this historic building and the aesthetic of the downtown. As such, we are in support of the Village funding this grant request.

Should you have any questions, feel free to call me at the number below.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Runkle". The signature is written in a cursive style.

Tom Runkle  
Lombard Town Centre  
Design Committee  
630-334-0560

**VILLAGE OF LOMBARD  
DOWNTOWN IMPROVEMENT AND RENOVATION GRANT  
PROGRAM PRE-APPLICATION**

1. A. Building Address and Description: 101 W. St. Charles

B. Property Identification Number (PIN): 060 720 9017

C. Legal Description of Property: \_\_\_\_\_

2. A. Owners Name: Tom and Margret Smith

B. Owners Address: P.O. Box 234

Glen Ellyn, IL 60138

C. Phone (daytime): (630) 253-8223

3. Current Tenant, Building Address, Lease Terms, and Description of Business: (use additional paper if necessary)

A. Paula + Vincenzo, residential tenant

B. Richard Slick + B.J.s

C. \_\_\_\_\_

4. Proposed Improvements and Renovations: Paint, Roof

5. Plans/Drawings Prepared by:

A. Name: \_\_\_\_\_

B. Address: \_\_\_\_\_

C. Phone (daytime) (\_\_\_\_\_) \_\_\_\_\_

D. Estimated Cost of the Improvement and Renovation: \$ \$ 24,000 <sup>00</sup>

6. Statement of Understanding:

- A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Downtown Improvement and renovation Grant Program and the specific design recommendation of the Director of Community Development.
- B. The applicant must submit detailed cost documentation, copies of building permits, and all contractors waivers of lien upon completion of work.
- C. The applicant, owners, and all contractors must comply with all federal and local regulations.

Business Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Property Owner Signature  Date 2/17/2015

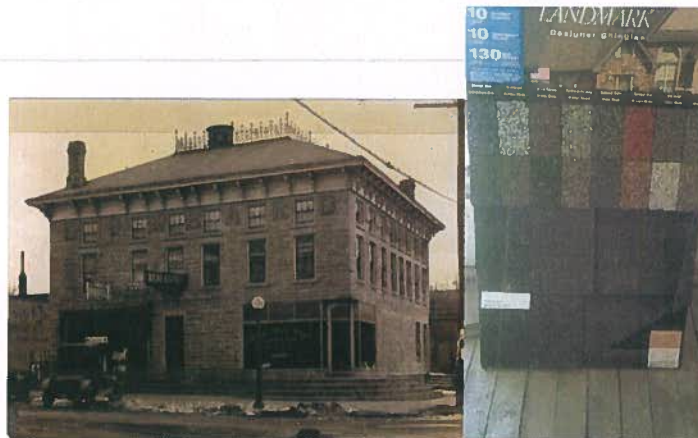
Please return application to:  
Village of Lombard  
Community Development Department  
255 E. Wilson Ave., Lombard, IL 60148  
630-620-5749

To : Village of Lombard  
Community Development Department

From: Tom and Margret Smith, property owners  
P.O. Box 234  
Glen Ellyn, IL 60138  
630-253-8223  
[thesmithproperties@gmail.com](mailto:thesmithproperties@gmail.com)

Re: 101 W. St. Charles Property, Downtown Improvement and Renovation Grant

101 W. St. Charles Rd. property is a premier building in downtown Lombard. This site is located at the main intersection of the historic downtown at Park and St. Charles. Built in 1858, it is the oldest remaining commercial property in the downtown. This specific property has been listed as an extremely important building in the downtown and was given the highest priority to preserve this property in 2008 by the Village of Lombard. Because of its location, age, historical significance and size, this building needs to have special attention paid to the façade.



1920's view and shingle example.

The project has two major components with hopes in the future to add a third. The first is a new roof. The roofline is an enormous part of the exterior of the project. The hip roof is unusual in the downtown as most of its neighbors have unseen flat roofs. When we purchased the building, we believed the roof was leaking because of significant plaster damage to the third floor. The plaster has since been repaired because there is no active leak and appears to be old damage to the ceiling that was never fixed. Although, not leaking, the roof is unsightly. Three sides of the roof will be a tear-off and the North side of the roof will be an overlay roof with architectural shingles.





South facing roof. Curling is visible from train platform and Park Avenue.

The Second part of this project is painting. All of the windows, doors and soffits will be painted black. This color was chosen to highlight the architectural features and to accent the limestone building. All windows will be caulked/glazed to ensure a smooth paint finish.

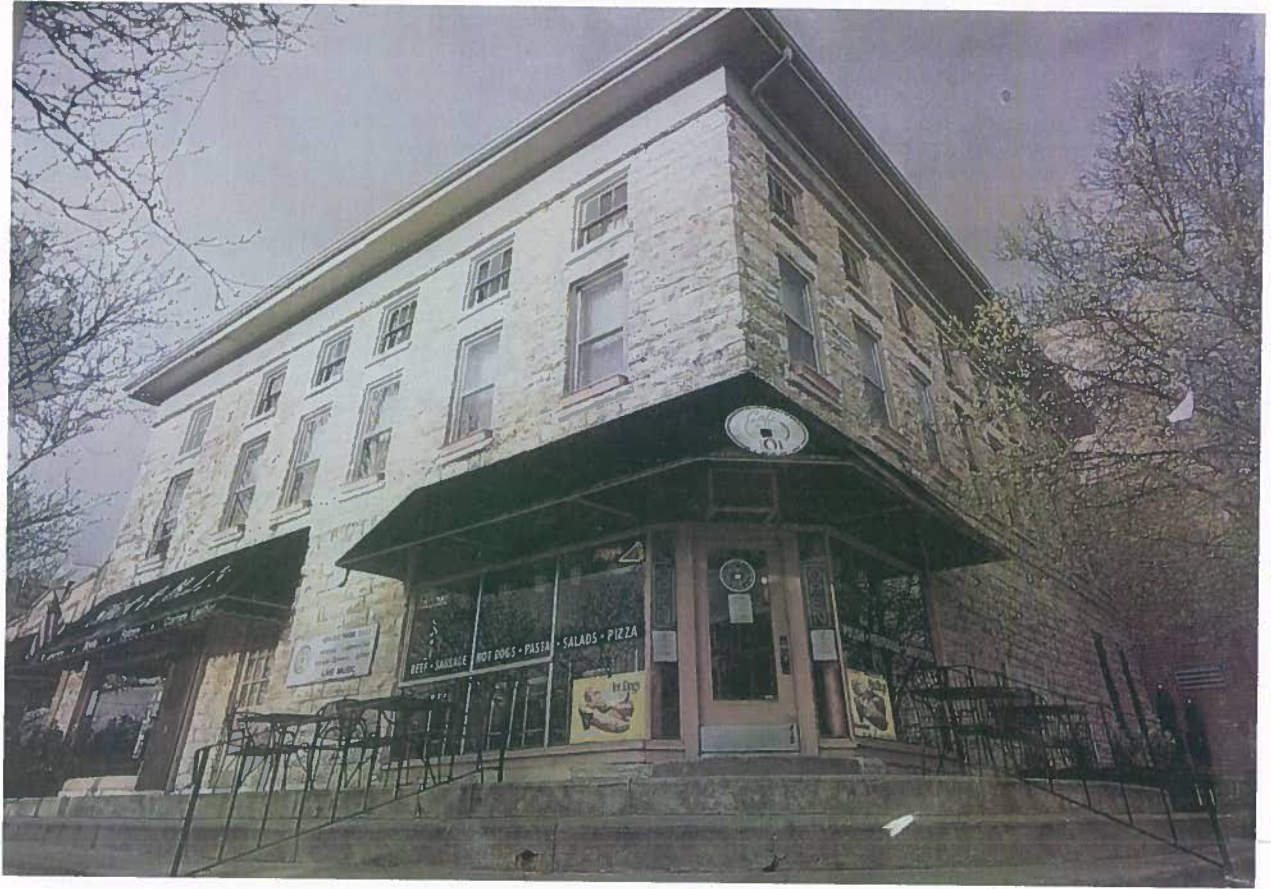
In the future, we want to investigate the possibility of re-installing the iron detail on the roof. At this time we are not asking for a grant for this, but the roof is the first step in order to consider that project. Originally, there were 48 iron panels decorating the roof along the widows walk. Eight complete panels were found and parts of four panels were also found in the attic after we purchased the property.



Our intent for this project is to make this building the cornerstone of Downtown Lombard. We are investing a significant amount of private dollars and are committed to making this project something that follows the Downtown Revitalization Plan that the Village of Lombard has approved. We are working to bring in appropriate tenants for all 7 units so to optimize the value of this building. Our family has a long history in Lombard and the success of this project is our top priority.

Thank you for your consideration.

Tom and Margret Smith



# ALTA/ACSM LAND TITLE SURVEY

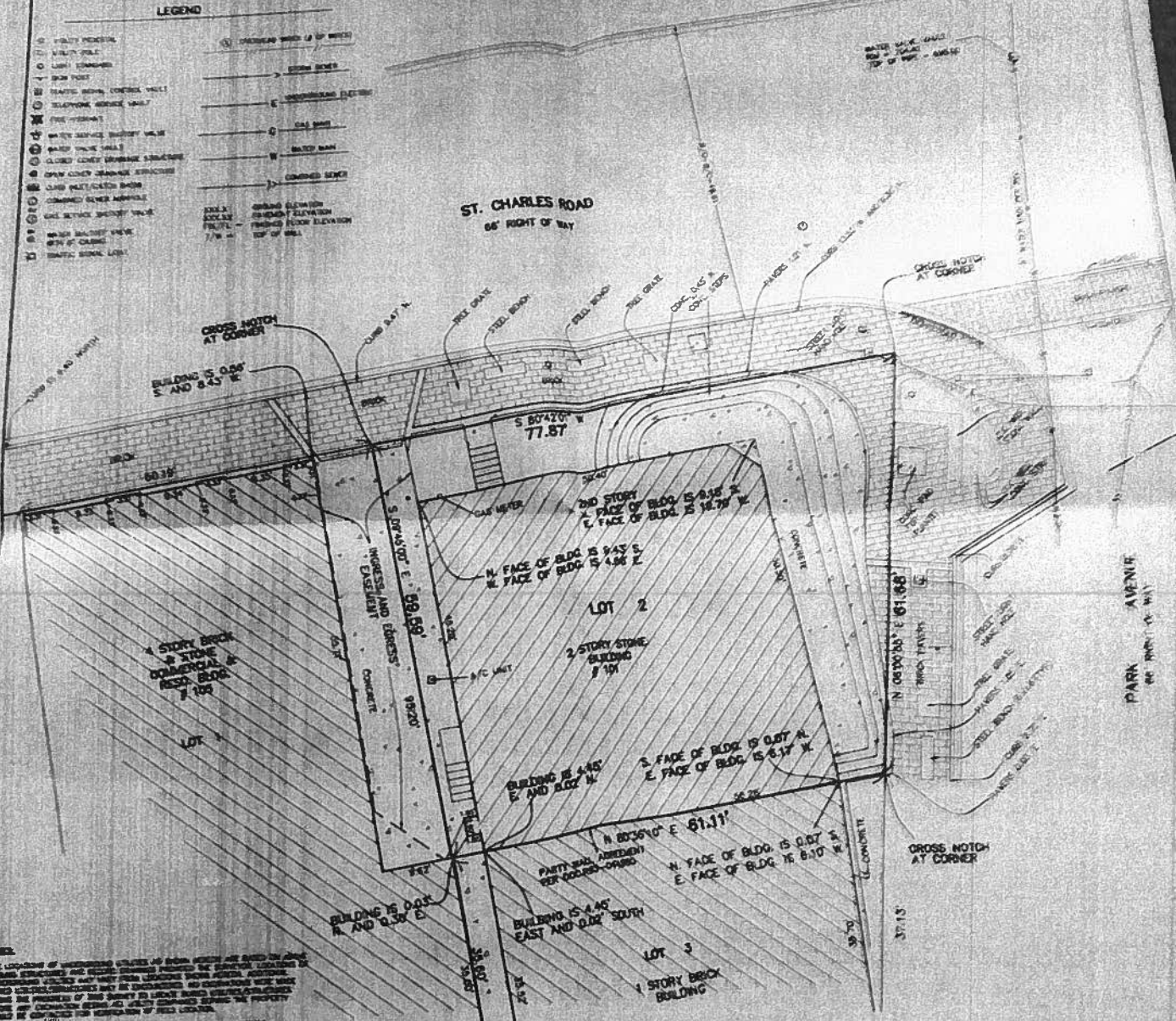
BY  
**GENTILE AND ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS

LOT 2 IN ZITTS RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 1 IN BLOCK 19 IN THE TOWN OF LOMBARD BEING SUBDIVISION IN SECTIONS 5, 6, 7, 8 AND 18, TOWNSHIP 34 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1991, AS DOCUMENT # 891-153604, IN DUPAGE COUNTY, ILLINOIS.  
 PROPERTY COMMONLY KNOWN AS: 101 W. ST. CHARLES ROAD, LOMBARD, ILLINOIS CONTAINING: 4.15707 SQ. FT. (0.09 ACRES)



### LEGEND

- |   |                                   |   |                        |
|---|-----------------------------------|---|------------------------|
| ○ | UTILITY PIERCE                    | ○ | CONCRETE WALL OF BRICK |
| ○ | UTILITY POLE                      | → | DRIVE DRIVE            |
| ○ | UTILITY TOWER                     | → | UNDERGROUND ELECTRIC   |
| ○ | IRON POST                         | → | RAIL ROAD              |
| ○ | PLASTIC BOND CONTROL WALL         | → | RAIL GRADE             |
| ○ | TELEPHONE SERVICE WALL            | → | CONC. CURB & COIL CURB |
| ○ | THEY (UNKNOWN)                    | → | RAIL CUT & CONCRETE    |
| ○ | WATER SERVICE METER VALVE         | → | RAIL CUT & CONCRETE    |
| ○ | WATER TRUCK WALL                  | → | RAIL CUT & CONCRETE    |
| ○ | CLOSED CONCRETE STORAGE STRUCTURE | → | RAIL CUT & CONCRETE    |
| ○ | OPEN CONCRETE STORAGE STRUCTURE   | → | RAIL CUT & CONCRETE    |
| ○ | CONCRETE WATER MAIN               | → | RAIL CUT & CONCRETE    |
| ○ | CONCRETE SEWER MAIN               | → | RAIL CUT & CONCRETE    |
| ○ | RAIL SERVICE METER VALVE          | → | RAIL CUT & CONCRETE    |
| ○ | RAIL SERVICE METER                | → | RAIL CUT & CONCRETE    |
| ○ | TRAFFIC SIGNAL LIGHT              | → | RAIL CUT & CONCRETE    |



**NOTES:**  
 1. THE LOCATION OF UNDERGROUND UTILITIES AT THESE LOCATIONS ARE BASED ON AS-BUILT RECORDS AND RECORD DRAWINGS PROVIDED BY THE GENERAL CONTRACTOR OF UNDERGROUND UTILITIES AND NOT FROM LOCATIONS THEREAFTER ACQUIRED. UNDEGROUND UTILITIES MAY BE ENCOUNTERED AND CONSTRUCTION WORK MAY BE DELAYED OR INTERRUPTED BY SUCH UTILITIES. THE SURVEYOR HAS CONDUCTED VISUAL SURVEYS AND INTERVIEWED LOCAL RESIDENTS CONCERNING THE PROPERTY LOCATIONS OF UNDERGROUND UTILITIES AND HAS CONDUCTED VISUAL SURVEYS OF THE PROPERTY LOCATIONS OF UNDERGROUND UTILITIES AT THESE LOCATIONS.  
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STATE OF ILLINOIS) S.S.  
 COUNTY OF DUPAGE)

- TO: 1) FIRST AMERICAN TITLE INSURANCE COMPANY  
 2) COMMUNITY BANK-WHEATON/GLEN ELLYN, ITS SUCCESSORS AND/OR ASSIGNS  
 INTERESTS MAY APPEAR AS DEFINED IN THE CONDITIONS OF THIS POLICY.  
 3) JEWEL ZITT AND ARTHUR ZITT, AS SUCCESSOR CO-TRUSTEES OF THE DONALD FAMILY TRUST UNDER TRUST AGREEMENT DATED NOVEMBER 20, 1999.



THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACMA AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 10(a), 11(a) OF TABLE A THEREOF

THE FIELD WORK WAS COMPLETED ON DECEMBER 16, A.D. 2014  
 DATE OF PLAT: DECEMBER 19, A.D. 2014

BY: *Jeffrey Gentile*  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925  
 MY LICENSE EXPIRES NOVEMBER 30, 2016  
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 64-0022616

BASE SCALE: 1 INCH = 10 FEET  
 DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF  
 ORDERED BY: DENNIS J. MICHOLAS, LTD.  
 DRAWN BY: MHC  
 CHECKED BY: JG  
 SURVEYED BY: JG  
 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. 71-1089-14 ALTA

**Ridgeland Home Improvements Inc.**

4716 River Drive  
Lisle, IL 60532

(630)303-3151  
tkdridge@live.com

**ESTIMATE**

**ADDRESS**

101 W. St. Charles Rd.  
Lombard, IL

**ESTIMATE NO. 1027**

**DATE 02/12/2015**

**EXPIRATION DATE**

ACTIVITY	QTY	RATE	AMOUNT
<b>Hired Labor</b>	1	22,000.00	22,000.00

Estimate for Roof Work:

**PREPARATION (TEAR OFF):** Completely remove all layers of roofing and underlayment. Clean and prepare deck for new roof application.

**DECK REPAIRS:** Replace all damaged, rotting, or badly split wood roof decking as needed. \$75 per sheet of Ply wood

Install a GAF Weatherwatch ice and water shield.

15 lb base felt over roof deck.

Install Architectural shingle over entire roof surface. This also includes Ridge Cap Shingles.

Remove existing lead flashings around each plumbing pipe and replace with new boot lead flashings rolled into pipes.

Install new custom fabricated surface-mounted metal chimney flashing.

Color of shingle to be selected by owner.

Any permits or additional bonds acquired will be at the expense of the owner.

Protection from debris will be placed where needed and cleaned immediately to protect surrounding buildings and pedestrians.

A payment of 40% of the total will be due upon signing contract. Any other unforeseen work involving extra labor of materials not specified will be due upon completion with the remaining balance.

**TOTAL**

**\$22,000.00**

Accepted By

Accepted Date



1-888-SAD-LEAK  
(847) 695-0250 Office  
(847) 695-2202 Fax

OFFICE ADDRESS:  
936 E. Chicago St.  
Elgin, IL 60120

MAIL TO:  
P.O. Box 31  
Elgin, IL 60121

**REFERENCES**

Harris Bank • 5/3 Bank • Arlington Heights Park District • Alexanders Restaurant • Bethlehem Lutheran Church • Elgin • St. Charles • City of East Dundee - City Hall • City of Elgin • College of DuPage • Master Mold • Congregation Kneseth Israel • Dundee Park District • Elgin Community College • Elgin Mental Health Center • Elgin Sanitary District • First American Bank • Geneva Police Dept. • Haegger Potteries • Baker Community Center • Hoffer Plastics • Kane County Forest Preserve • Lisle Park District • Sprint • Pine Meadows Townhomes • Salvation Army • St. Mary's Church • State of Illinois • Verizon • Village of West Dundee • Villa Olivia Country Club • Hanlin Management • Village of Libertyville • Denny's • NASA • Ryder Trucks • Grace Evangelical Free Church • Indiana University • University of Illinois - Champaign • Spring Hill Mall • ING Direct • Chicago & Rockford Archdiocese

**CONTRACT**

(Page One of Contract. See Reverse Side for Page 2 of Contract.)

**BUYER**

Tom Smith  
101 W. St. Charles Rd.  
Lombard, IL 60148

Contract # CPK7251-14  
Date of Contract Proposal: 2/2/2015  
Job Location: Commercial  
Address: 101 W. St. Charles Rd.  
City, State: Lombard, IL 60148  
Phone: 630-253-8223  
Fax:  
Email: tjjsmith@msn.com

(If not the Owner, then Buyer must provide written authority to sign this Contract.)

**BUYER IS (check all applicable boxes)**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> Manager or Agent of Owner |
| <input type="checkbox"/> Individual       | <input type="checkbox"/> General Contractor        |
| <input type="checkbox"/> Partnership      | <input type="checkbox"/> Corporation               |
| <input type="checkbox"/> Other            |  |

**Job Location Owner**  
Name: Tom Smith  
Address: 101 W. St. Charles Rd. Lombard, IL 60148

SEE ATTACHMENT

Singles Roofing and Construction Co., an Illinois Company, (Singles) will furnish all labor and materials (Work) and provide the equipment needed for the Work at the Job Location, subject to the terms and conditions set forth in this Contract that consist of this page 1 and page 2 on the reverse side, incorporated into and made a part hereof.

Check Applicable Work:  Roofing  Sheetmetal  Tuckpointing  Other

"All of the terms and conditions on the reverse side are incorporated into and are a part of this contract."

Deposit: 40%

Price: See Above

**BALANCE OF PAYMENT DUE: NET CASH UPON COMPLETION: 1.5% thereafter**

This document is a binding contract on SINGLES only if it is accepted in writing without changes or modifications by Buyer and returned to SINGLES within twenty (20) days after the Date of Contract Proposal. A 1.5% service charge will be added to the total price if SINGLES accepts credit card.

Singles Roofing and Construction Co.

Christopher Karmalita

Authorized Signature

Date of Acceptance:

Buyer:

By:

State of Illinois License Numbers: 104.016692 and 105.006761

Remarks:

Authorized Agent of Owner (Attach Written Authority)  Contracting Party

Due to the volatility of the oil market, this proposal is only binding on Singles for 20 days. The proposal must be signed and returned with deposit within 20 days so we can lock in material prices from our vendors.

"All of the terms and conditions on the reverse side are incorporated into and are a part of this contract."

TERMS AND CONDITIONS OF CONTRACT

Singles Roofing and Construction Co., LLC (Singles) and Tom Smith  
Job Location: 101 W. St. Charles Rd. Lombard, IL 60148

(Buyer)

Date of Contract: 2/2/2015

1. GENERAL CONDITIONS. The following terms and conditions are incorporated into and made part of the contract on the other side between SINGLES and Buyer (the contract and these terms and conditions together are the "Contract"). This Contract is the entire agreement between SINGLES and Buyer regarding the Work. Acceptance of this Contract by SINGLES is limited to the contents of the Contract. All capitalized terms shall have the meaning as defined in this Contract.
2. WORK. The Work is defined on the other side of this document. SINGLES shall perform no other work or supply any other materials including, but not limited to, sheet metal, tuck-pointing, masonry, heating, ventilating or air conditioning work or materials.
3. STRUCTURE. The building or other structures at the Job Location are where the Work is to be performed ("Structure").
4. PAYMENT TERMS. Buyer shall pay SINGLES the Price in full on the "Date of Completion". This date is the earlier of the date that (i) SINGLES notifies the Buyer that SINGLES substantially completed the Work, or (ii) Buyer does not permit SINGLES to substantially complete the Work. Buyer is solely responsible for all payments when due. If Buyer is insured or has another source of reimbursement for the Work, such arrangements are solely between the Buyer and such entity. Failure of any payment, or reimbursement to Buyer by any insurer or other entity shall not excuse or defer payments due from Buyer to SINGLES under this Contract. SINGLES is not liable or responsible with respect to Buyer's subrogation rights or any other entity's insurance carrier.
5. PRICE. The Price is based upon: (i) that SINGLES will be able to perform the Work in a continuous manner at non-premium wage rate, unimpeded by conditions created or permitted by Buyer, and (ii) that the Structure will be in the required condition (as set forth in paragraph 8 below) at the time SINGLES is prepared to perform the Work. If any conditions created or permitted by Buyer prevent SINGLES from so performing the Work, the Price shall be increased by (a) any additional costs or expenses incurred by SINGLES as a result, plus (b) thirty-five percent (35%) of such costs and expenses, unless SINGLES and Buyer otherwise agree upon some other percentage.
6. DELINQUENT PAYMENTS. Buyer shall pay interest to SINGLES on any delinquent payment of the PRICE from the due date until paid at the rate of 1.5% per month or such lesser amount permitted by law. Any payment by Buyer or acceptance by SINGLES of an amount less than the amount then due from Buyer shall be treated as a payment on account and applied first to interest and then to the amount of the delinquent amount due. Buyer shall pay to SINGLES the cost and expenses, including reasonable attorney's fees and costs that SINGLES incurs to enforce Buyer's delinquent payments of the PRICE. A delinquent payment is an amount due and payable that has not been paid within thirty (30) days of the date of substantial completion.
7. TERMINATION. (i) If Buyer fails to make any payment when due, breaches any of its obligations under this Contract, or filed against it, a receivership, bankruptcy or insolvency proceeding, then the entire unpaid balance of the Price shall become immediately due and payable, and SINGLES may cease Work and terminate the Contract with any liability to Buyer or any other entity. SINGLES' rights and remedies are cumulative and not exclusive, and the remedies in this Contract are in addition to and not in place of any other rights or remedies. SINGLES may have at law or equity. (ii) If this Contract is terminated pursuant to paragraph 9 below (Excusable Delays), Buyer shall immediately pay SINGLES an amount equal to the total of: (A) the cost of all materials provided by SINGLES, (B) the total value as determined by SINGLES of all labor used in performing, estimating or procuring the Work, as applicable; (C) the cost of all materials purchased or fabricated specifically for the Work at the delivered cost at the Job Location; plus (D) sixty percent (60%) of the total of (A), (B) and (C) for overhead and profit.
8. MATERIALS. (a) SINGLES may, in its sole discretion, substitute materials and methods and vary quantities of materials as required for the Work. (b) Quality and thickness of materials or substances are approximate and subject to normal industry variations. (c) SINGLES disclaims any responsibility for Materials, specifications or Work recommended to Buyer by a manufacturer, advisor or entity other than Singles. Buyer acknowledges the foregoing, and that SINGLES has not recommended or advised Buyer or any other entity regarding Work, specifications or materials.
9. CONDITIONS OF STRUCTURE. At all times while SINGLES is performing the Work, Buyer is solely responsible for providing SINGLES, without cost to SINGLES, the following site conditions: (a) a safe Job Location including the work area, storage room for materials, use of driveways and paved areas leading to and adjacent to the Job Location, (b) the following conditions to exist with respect to the Structure prior to the commencement of the Work and thereafter: (i) a clean roof deck, free of rubbish, chips, nails, snow and ice; (ii) if the deck is concrete, a smooth and firm surface free from foreign matter; (iii) roof decks properly graded to outlet and formed to drain all water from roof; (iv) Wall and all elevators above roof where normal flashings are required carried vertically at least eight inches to provide adequate space for connections and flashings and all regrets or raked brick joints shall be provided; (v) Compliance with all federal, state and local laws, ordinances, regulations, rules and requirements, including, but not limited to, those enforced by the Occupational Safety and Health Administration and those relating to health, safety, pollution and environmental control and control of emission of noxious, offensive or unpleasant gases or odors ("Health, Safety and Environmental Laws"). Prior to the commencement of the Work, SINGLES shall inspect the area to confirm that the foregoing site conditions have been fulfilled. Upon completion of the inspection, if the conditions are not fulfilled, SINGLES sole responsibility shall be to inform Buyer of such conditions. At Buyer's request, SINGLES will perform the work necessary to provide such conditions (except those set forth in subparagraph (v) above) for an additional charge at SINGLES' then current rate. If the conditions are not fulfilled by either Buyer or by SINGLES (at Buyer's request), SINGLES will not perform the Work. In any event, SINGLES will not test the sufficiency or condition of the Structure for the application of roofing or waterproofing materials, and (c) during the course of SINGLES' Work, without Buyer's supervision, Buyer shall not permit any person(s) to come onto the roof of the Structure for any purpose whatsoever.
10. CHANGES. If there are any additions, alterations, deviations and/or changes ("Change") to the Work or the Contract (a) the Change must be approved in advance in writing by SINGLES and (b) Buyer shall pay additional charges for the Changes at SINGLES' then current rate for labor and materials plus an amount for overhead and profit not to exceed (80%) of the amount charged for labor.
11. WARRANTY DISCLAIMER, EXCLUSIVE REMEDY AND LIMITATIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT, SINGLES MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE WAIVED BY BUYER AND DISCLAIMED BY SINGLES.
12. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, SINGLES SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES OF ANY NATURE OR KIND, WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (ALL AS DEFINED BELOW) OR ANY PUNITIVE DAMAGES, WHETHER ANY SUCH LIABILITY MAY ARISE OUT OF BREACH OF CONTRACT OR WARRANTY, IF ANY, OR ANY OBLIGATIONS OF SINGLES UNDER THIS CONTRACT, TORT, INCLUDING SINGLE' OR ITS AGENT EMPLOYEES' OR SUBCONTRACTORS' NEGLIGENCE OR STRICT LIABILITY, INDEMNITY OR OTHERWISE. SINGLES SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES IN AN AMOUNT GREATER THAN THE AMOUNT PAID BY BUYER TO SINGLES FOR THE WORK. The price for the Work is a consideration in limiting SINGLES' liability. As used herein, the "direct, indirect, special, incidental or consequential damages" shall include but not be limited to: (a) any loss, cost, expense, liability or damage arising from injury or death to person or damage to or destruction of property, including but not limited to the Structure, its interior or contents, the roof, the roof deck, supportive structures, substratum, fixtures on the roof, equipment, antennas, landscape support the roof or the materials thereon; (b) The removal of the existing roof, thermal shock, the condition or sufficiency, shifting, settling, cracking or collapse of or latent defects, including but not limited to the materials specified, the work or materials supplied by: (i) any materials or subcontractor whether or not retained by SINGLES; or (ii) SINGLES if the specifications and materials to be used on the Work have been recommended to the Buyer by the manufacturer of the materials or other entity; (c) Fire or the emission of noxious, offensive, unpleasant or other gases or odors; (d) Acts of God, the weather, including but not limited to rain, snow, wind, floods, hurricanes, cyclones; or (e) Acts of omissions of Buyer, Buyer's agent(s), other trades or any persons coming onto the roof of the Job Location, during SINGLES Work or within reasonable time thereafter; whether or not SINGLES' knew or should have known of the possibility of such loss, cost, expense, liability or damage.
13. EXCUSABLE DELAYS. SINGLES shall not be liable for any delays in commencing or completing the Work or any loss, failure or damage resulting from delays directly or indirectly arising from a cause beyond the control of SINGLES, including but not limited to, lockouts, accidents, inability to secure materials from others, acts of God, fires, strikes, or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies or officials, or of any civil or military authority, insurrections, riots, landslides, earthquakes, storms, droughts, floods, explosions, breakage or accident to machinery, and any other cause or event not reasonably within the control of SINGLES, and compliance or non-compliance with Health, Safety and Environmental Laws (individually "Excusable Delay"). If an Excusable Delay occurs, at SINGLES' option (a) the time for SINGLES' performance shall be extended by a period equal to the time lost by reason of such Excusable Delay or any inability to Buyer. If SINGLES so terminates the Contract, Buyer shall pay SINGLES in accordance with paragraph 3 (d) (ii) above.
14. ASBESTOS DISCLAIMER. SINGLES' scope of work shall include the identification, detection, abatement, encapsulation or removal of asbestos or other hazardous substances. If SINGLES encounters any such products or materials in the course of performing the Work, or if such hazardous materials are encountered by any other firm performing work at the Job Location and SINGLES determines that such materials present a hazard to its employees or agents, SINGLES shall have the right to discontinue the Work and remove its employees or agents from the Job Location until such products or materials and any hazard therewith are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require), and SINGLES shall receive an extension of time for a period equal to the time lost such delay to complete the Work hereunder and compensation for delays encountered as a result of such situation and correction.
15. INSURANCE. Upon the request of Buyer, SINGLES shall deliver to Buyer a certificate of SINGLES' insurance. SINGLES shall not be required to provide any insurance other than as set forth in the certificate. If and to the extent any loss or damage is covered by insurance, Buyer hereby waives any and all claims for recovery from SINGLES for such loss or damage to the extent of proceeds recovered under such insurance and applicable to such loss or damage.
16. INDEMNITY. Buyer shall indemnify and defend SINGLES against and hold SINGLES harmless from any and all claims, actions, proceedings, damage, liability, cost and expense (including reasonable attorney's fees) arising after the Date of Completion and out of or in any way connected with or incident to the performance of this Contract.
17. GENERAL CONTRACTOR. (a) Lien Waivers. If a General Contractor requests waivers of mechanics lien from SINGLES prior to payment by the General Contractor of the amount related to such lien, SINGLES in its sole discretion, may deliver such waivers upon receipt of SINGLES' form of Trust Receipt for such lien, executed by the General Contractor. (b) Performance Bonds/Insurance. The General Contractor shall (i) provide SINGLES with a written description of any performance bonds the General Contractor requires and (ii) provide an pay for a General Contractor's Builders Risk Policy, in amounts agreed to by SINGLES, which policy shall name SINGLES as an additional insured.
18. SUBCONTRACTING. SINGLES has the right in its sole discretion to hire Subcontractors to perform all or part of the Work.
19. CUTS. The party requesting cuts, if any, form the roof shall pay for such cuts. No cut shall be used as evidence in any legal, equitable, or arbitration proceeding.
20. ROOF WITH MANUFACTURER'S WARRANTY. If this Contract provides for a roof with a manufacturer's warranty, SINGLES shall be completely released from any responsibilities or liabilities and shall not be liable under this Contract for warranties, if any, herein and Buyer shall have only such rights and privileges and provided for in the manufacturer's warranty.
21. TUCKPOINTING. If this Contract provides for tuck-pointing, Buyer acknowledges that the sole purpose of it is to fill mortar and/or stone joints as set forth in the specifications in the Contract. Except as otherwise specifically provided in this Contract, SINGLES in its sole discretion shall formulate and determine color tuck-pointing of mortar. SINGLES shall not be responsible for any inconsistencies in color that might occur as a natural occurrence and not the responsibility of SINGLES.
22. ARBITRATION. If there is any dispute regarding this Contract, SINGLES may elect to arbitrate such dispute by giving notice to Buyer with ten (10) days after the commencement of the existence of the dispute or reasonable knowledge of the existence of a dispute ("Notice"). Upon the giving of the Notice, such dispute shall be determined by the arbitration procedure set forth herein. If the two parties fail to agree upon an arbitrator within ten (10) days after Buyer's receipt of the Notice, the parties shall request the American Arbitration Association to submit a list of three arbitrators. Within two (2) days of receipt of such list, SINGLES shall strike one name from the list. The person whose name remains shall be the arbitrator. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The determination of such arbitrator shall be final and binding upon both parties to the Contract. The arbitrator shall have no power or authority to modify, and, to subtract from, or change any of the terms of this Contract and shall only rule upon the interpretation and application of this Contract. The compensation of the arbitrator shall be borne equally by SINGLES and Buyer. SINGLES and Buyer shall each pay his own cost of preparation and presentation including attorney's fees. Notwithstanding anything to the contrary contained herein, SINGLES reserves the right to injunctive relief as provided in this Contract and as otherwise available at law in equity.
23. MISCELLANEOUS. (a) Applicable Law. This Contract shall be construed and enforced in accordance with the laws of the State of Illinois. (b) Exclusive Remedies. To the extent allowed by applicable law, the rights and remedies of the Buyer set forth in this Contract shall be the sole and exclusive rights and remedies of Buyer in place of the rights and remedies allowed at law or in equity. (c) Successors. Buyer and its heirs, executors, personal representatives, successors and assigns shall be liable for payment of the Price and all amount due hereunder. (d) Captions. The captions used in this Contract are for convenience only and they are not intended to limit or define the scope or intent of any provision. (e) Notices. All necessary notices or demands shall be deemed given if in writing mailed by registered or certified mail, postage prepaid and addressed to each party at the address set forth on the front of this Contract. (f) Assignment. Buyer shall not assign this Contract without the prior written consent of SINGLES. (g) No Waiver. No failure by SINGLES to insist upon strict compliance by Buyer with any of the terms or conditions of this Contract shall constitute a waiver of SINGLES' right to thereafter demand exact compliance with all terms and conditions of this Contract. (h) Severability. If any provision contained in this Contract is invalid as applied to any fact or circumstance, its invalidity shall not affect the validity of any other provisions or of the same provision applied to any other fact or circumstance.



P O Box 31. Elgin, Illinois 60121-0031  
Phone: 847.695.0250 Fax: 847.695.2202

## Singles Roofing & Construction Co. Proposal #7251-14 101 W. St. Charles Rd. Lombard, IL

### Section 1 East, West, South

- 1) Remove existing shingles down to wood deck.
- 2) If rotten or damaged wood planking is present an additional cost of \$4.00 per Lin. Ft. to replace over below price.
- 3) Install 6 feet of Ice & Water shield at all gutter edges and a 15 Lb. felt over the balance of the roof.
- 4) Install a new 30 year Architectural shingle over Ice & Water and 15 Lb. felt color of Owners Choice.
- 5) Install (4) slant back vents on south and west section.
- 6) Install new soil stack leads.
- 7) Install new chimney flashings if necessary.
- 8) Clean all debris upon completion of our work.
- 9) Cost of city permit is not included in price below.


### Section 2 North

- 1) Install new architectural shingle over existing 3-tab shingle.

Warranties:  
2 year warranty from Singles Roofing & Construction Co.

Prices & Payment Methods:  
40 % deposit with signed contract and balance due upon completion.

The above new roof will be completed for the sum  
Of..... Section 1 \$12,000.00  
(Initial for approval\_\_\_\_)  
Section 2 \$2,000.00  
(Initial for approval\_\_\_\_)  
Replace rotten or damaged plywood.....\$4.00 per Lin. Ft.  
(Initial for approval\_\_\_\_)

  
\_\_\_\_\_  
Christopher Karmalita  
Singles Roofing & Construction Co.

\_\_\_\_\_  
Owner/ Agent  
Date





3737 W. NORTH AVE.  
CHICAGO, ILLINOIS 60647

PHONE: 773.276.4100  
FAX: 773.276.2217  
www.matthewsroofing.com

November 24, 2014

Mr. Tom Smith  
P.O. Box 234  
Glen Ellyn, IL 60137

RE: 101 W. St. Charles Rd., Lombard  
Entire Roof

Dear Mr. Smith:

Thank you for the opportunity you have given us to inspect the roof of the building located at the above address. Per your request, we are quoting price and specifications on the following work:

1. **PREPARATION (TEAR OFF):** Completely remove all layers of roofing and underlayment down to wood deck and re-secure any loose boards. Clean and prepare deck for the new roof system application.
2. **DECK REPAIRS:** Replace all damaged, rotting, or badly split wood roof decking as needed; because there is no way to determine the extent of needed wood, there will be an additional charge of \$3.80 per lineal foot for 1"x6" boards or \$4.25 per sq. ft. of exterior grade 3/4" plywood or \$2.55 per sq. ft. of exterior grade 1/2" plywood.
3. **GAF ICE & WATER BARRIER:** Install a GAF Weatherwatch 3' wide ice and water shield in valleys, Eaves (gutter edges), Chimney, Dormers (Roof to Wall areas), All Protrusions (Vents, Pipes, Skylights, Etc.) where applicable. (Note: Ice and Water barrier is a 36" wide rubberized membrane that helps prevent water infiltration in ice damming situations).
4. **GAF FELT-UNDERLAYMENT:** Nail down a GAF Shinglemate #29 roof deck protection base felt over the entire roof deck. All felt to have a minimum of 2" overlap. (Shingle Mate is a Fiberglass Reinforcing felt that lays flatter for a better -looking roof).
5. **SHINGLES:** Install GAF Timberline HD fiberglass Architectural shingle over entire roof surface. This is a UL Class A fire



Matthews Roofing is on the Board of Directors for the Better Business Bureau of Chicago and Northern Illinois. We are also members of the National Roofing Contractors Association, Midwest Roofing Contractors Association, and the Chicago Roofing Contractors Association.

Page 2  
Mr. Tom Smith  
RE: 101 W. St. Charles Rd.  
Lombard, IL

resistant, self-sealing architectural laminated fiberglass shingle to be secured with coated roofing nails and will be installed 7-5/8" under cover and 5-5/8" exposed to the weather. A LIFETIME (50) YEAR limited shingle material only warranty is available from the manufacturer. Upon final payment the warranty form will be sent to the customer. It is the customer's responsibility to fill out and submit the form to the manufacturer.

6. **RIDGE CAP SHINGLES:** (GAF Timbertex Premium Ridge Cap). Individual shingles to be used on all ridging and hips. This enhances the beauty of your home-while guarding against leaks at the hips and ridges. Triple-thick design gives a distinctive upscale look.
7. **RIDGE ROOF VENTS:** Install GAF Cobra Style ridge vents. These provide superior attic ventilation when properly installed with eave or soffit vents. They also have a low profile design to maintain an "uncluttered" look on your roof.
8. **PLUMBING VENTS:** Remove existing lead flashings around each plumbing pipe and replace with new high-boot lead flashings rolled into pipes. (New flashings are critical for long-term watertight seal).
9. **ALUMINUM COUNTER-FLASHING:** Install new custom fabricated surface-mounted .032 aluminum metal chimney flashing. Seal the upper edge with an elastomeric sealant. A Counter-flashing is a formed metal or elastomeric sheeting secured on or into a wall, curb, pipe, rooftop unit, or other surface, to shield the upper edge of a base flashing and it's associated fasteners.
10. **CLEAN UP:** All work area on premises will be cleaned on a daily basis during the construction process and at the completion of the roofing project.
11. **SHINGLE COLOR:** Color of shingle to be selected by you.



Page 3

Mr. Tom Smith

RE: 101 W. St. Charles Rd.

Lombard, IL

All the above work will be done for the sum of-----\$33,500.00

NOTE: Upper flat roof will be done with modified bitumen membrane.

NOTE: Pedestrian canopy will be installed, included in price.

The above roofing work will carry a FIVE (5) YEAR Service Agreement from Matthews Roofing Company, Inc. Performance of this Service Agreement dependent on full payment. Under this Service Agreement, Matthews Roofing Company's sole responsibility is the cost of the roof membrane, base flashing, and roofing labor.

NOTE: **OWNERS RESPONSIBILITY:** Owner is responsible for removing and/or covering personal items in the attic area. We cannot be responsible for damage to items left in the attic, clean-up of the attic area due to debris falling through the spacing in deck boards, nail pops, or cracks caused by the roof removal and/or replacement process. Special care should be taken to protect any wall hangings and pictures or any item that could fall due to the vibration.

TERMS: 1/3 at Signing of Contract, Balance on Completion

If not paid according to contract terms, it is agreed that the account is considered delinquent and will be charged 1.5% of the unpaid contract price per month including the costs of collection, Attorney's fees and handling late payments, shall be due on the 30th day, and each 30th day thereafter, from the time payment is due.

Permit: The costs of any necessary permits and/or fees are not included. If a roof permit is determined necessary we will obtain all necessary permits, however, the cost of the permit and the expediter's fee for acquiring the permit would be an additional charge.

Notice:

Moisture that has entered into the building prior to our installation or repair of the roofing system may result in mold growth. We disclaim any and all responsibility for damages to persons or property arising from or relating to the presence of mold in the building. By executing the contract, Owner 1) releases us from any and all claims Owner and Owner's (a)



**Ridgeland Home Improvements Inc.**

4716 River Drive  
Lisle, IL 60532

(630)303-3151  
tkdridge@live.com

INVOICE

BILL TO  
Tom Smith  
101 w St Charles  
Lombard IL

INVOICE NO. 1067  
TERMS Net 30  
DATE 02/13/2015  
DUE DATE 03/15/2015

ACTIVITY	QTY	RATE	AMOUNT
Prep- Scrape, sand, and prime all soffits, fascia, window + Trim with immediate clean-up		0.00	0.00
Prime areas as needed			
Painting of all areas with exterior paint chosen by owner **			
Renting of a lift will be needed to work safely and provided by contractor. Protection from paint will be placed where needed, and cleaned immediately			
Glazing of windows as needed			
<b>Sales</b>		12,500.00	12,500.00

Price does not include paint \*\* Other unforeseen damage such as replacement of wood will be an additional charge.  
Price does not include permits or bonds that might be issued.

**BALANCE DUE**

**\$12,500.00**





# Quotation

Date Issued: 02/14/2015



## 1 DAY PAINTING

**To: Tom Smith**  
 101 West St. Charles  
 LOMBARD, IL 60148  
 Attn: Tom Smith  
 (630) 253-8223

**Prepared By:**  
**RANROLLSWALLS LLC**  
 900 Chicago Ave Unit 507  
 EVANSTON, IL 60202  
 (312) 203-3023  
 chicagonorth@wow1day.com  
 TBA

**Service Location:**  
 101 West St. Charles  
 LOMBARD, IL 60148

Estimator	Payment Terms
Jeffrey Everett	Upon Completion-Check, Cash or Credit Card

**Include(s):**

All labor, materials, paint and equipment required to complete the project and a 2 year limited warranty.  
 Supply and Installation of up to 2 coats of quality Paint products. If additional coats are required beyond those specified in the quote, additional costs will apply.

**General Preparation Standards:**

- \*New, unprimed wood will be primed prior to application of finish coats.
- \*Walls and ceilings will be patched/sanded prior to application of finish coat(s).
- \*Peeling areas will be scraped/sanded to provide a smooth surface for painting.
- \*Wood cracks and mitre joints will be sealed with a paint grade caulking.

Item	Description
Equipment & Necessary Permits needed for the job!	--
Soffits	We will scrape, prime, and apply 2 coats of paint. (Client requested a color change) (56 hours of labor)
44 Windows	We will scrape all windows. We will also prime all raw wood. All bad window panes will be glazed. 2 coats of paint will be applied to the window panes and frames. (Color change requested by client. (100 hours of labor)
Lower Store Front Windows under the canopies	We will scrape all raw wood. We will also scrape, prime, and apply 2 coats of paint to all raw wood. All doors are included. (Outside of doors only.) (Color change requested by client) (55 hours of labor)
<b>Subtotal</b>	
<b>Total</b>	
<b>\$11,750.00</b>	
<b>\$11,750.00</b>	

**Quotation: 18337, Tom Smith**

**To accept quotation and terms of service please sign and date below:**

Signed By: .....

Date: .....

Signed By: .....

Date: .....



## Quotation: 18337, Tom Smith

### CONDITIONS OF CONTRACT

The Independent Franchise Owner (the "Contractor") presenting you with this painting quotation is an independently owned and operated franchisee of 1-888-WOW-1DAY! LLC and is licensed to use the WOW 1 DAY! Painting systems and trademarks to operate a painting franchise. Please make your payment payable to the person or entity noted in the upper right corner on the quotation attached to this contract. The price listed on the attached quotation is for performance of the work you asked us to perform, as also listed on the quotation.

If additional work is required to complete your project that could not be identified at the time of the initial visual, you agree that you will pay for any such extra costs. Payment is due immediately on completion of our work. You may pay by cash, cheque or credit card. You also agree that in the event that payment for the work we do for you is rejected or is returned NSF, you will pay us a \$50.00 administrative fee.

### CUSTOMER RESPONSIBILITIES

- Removal of any valuable or fragile items from work area
- Keeping pets and children out of work area
- Providing unencumbered access to work area
- Ensuring a safe work area for our employees with no hidden hazards
- If we are exterior painting, cutting plants/vegetation back 12" from walls. We recommend staking or covering special or fragile plants.
- Choosing colors at least 48 hrs before your scheduled painting day to allow for sample application and approval we provide initial paint samples based on your color choices at no charge. If you reject these paint samples for any reason, you are responsible for the costs associated with us providing you with additional samples.

### WOW 1 DAY! GUARANTEE

If we have agreed your project will be completed in ONE DAY\* and we need more time, we will deduct 10% from your original contract price.

### LIMITED TWO YEAR WARRANTY

\*\* Subject to the limitations set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Contractor will repair for you peeling and blistering of paint that has not bonded to the underlying surface or previous layer of paint that is a result of defective workmanship. The Contractor will only make repairs under this warranty to the specific areas where a qualifying failure has occurred. For warranty service, please contact 1-888-WOW-1DAY! (1-888-969-1329) to schedule an inspection.

### CONDITIONS BEFORE YOU CAN EXERCISE ANY WARRANTY

- You must have paid the full contract price including extras and all applicable taxes.
- You must retain and present a copy of the original contract document.
- You must provide unencumbered access to the Contractor to the work area in which the required repairs are to be performed.
- If necessary, you must pay for any paint and/or supplies required to complete the repair if you have any questions relating to the conditions or definitions listed in this document, please contact the Contractor.

\*The WOW 1 DAY! Guarantee applies to the main painting day we are on-site. Any pre-painting tasks such as pressure washing or patching of deficient drywall, as well as post-painting touch-ups (if required) are not included in the WOW 1 DAY! Guarantee. Delays due to weather will not represent a failure to meet the WOW 1 DAY! Guarantee. The WOW 1 Day! Guarantee is not available on work added by you after the project commences. The WOW 1 DAY! Guarantee is only available on project classified as single-unit residential and commercial repaints. Projects related to renovations, new construction, industrial or multi-unit buildings are not eligible for the WOW 1 DAY! guarantee.

\*\*This limited warranty is the only warranty made by the Contractor and is in lieu of all other warranties, express or implied. This warranty covers only those services provided by the Contractor to the original purchaser named on the front of this contract. In no event shall the Contractor be liable for incidental or consequential damages. This warranty may not be altered or extended for any purpose unless done so in writing in a document executed by all parties to this contract.