

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
MAR.30,2005 11:28 AM
OTHER 06-07-209-013
022 PAGES R2005-064512

ORDINANCE 5589

**AUTHORIZING A DOWNTOWN FAÇADE
IMPROVEMENT GRANT**

PIN: 06-07-209-013

**Common Address: 10-12 S. Park Avenue,
Lombard, IL**

Return To:

**Village of Lombard
Department of Community Development
255 E. Wilson Avenue
Lombard, IL 60148**

ORDINANCE NO 5589

**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 agreement with others that provide for the use of the west 46 feet of the property located at 10-12 S. Park Avenue for outdoor dining purposes for at least a five (5) year period.


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 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 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:

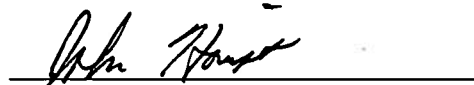
$$\begin{array}{rcccl} \text{Grant} & & \text{Number of Days from Ordinance adoption} & & \\ \text{Amount} & \times & \text{to event triggering repayment obligation} & = & \text{Repayment} \\ & & 1095 & & \text{Amount} \end{array}$$

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 "B" with the lien set forth in Section 6 above.

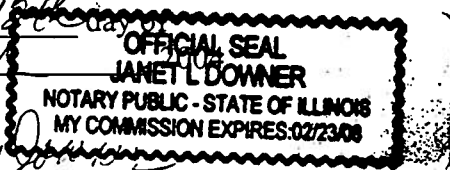

Thomas Williams, Owner


John Horist, Owner

SUBSCRIBED and SWORN to
before me this 12th day of

November


NOTARY PUBLIC



SUBSCRIBED and SWORN to
before me this 12th day of

November


NOTARY PUBLIC



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

First reading waived by action of the Board of Trustees this 2nd day of December, 2004.

Passed on second reading this 2nd day of December, 2004.


Ayes: Trustees Williams, Tross, Koenig, Sebby, Florey and Soderstrom

Nays: None

Absent: None

Ordinance No. 5589
10-12 S. Park Avenue
Page 4

Approved this 2nd day of December, 2004.



William J. Mueller, Village President

ATTEST:



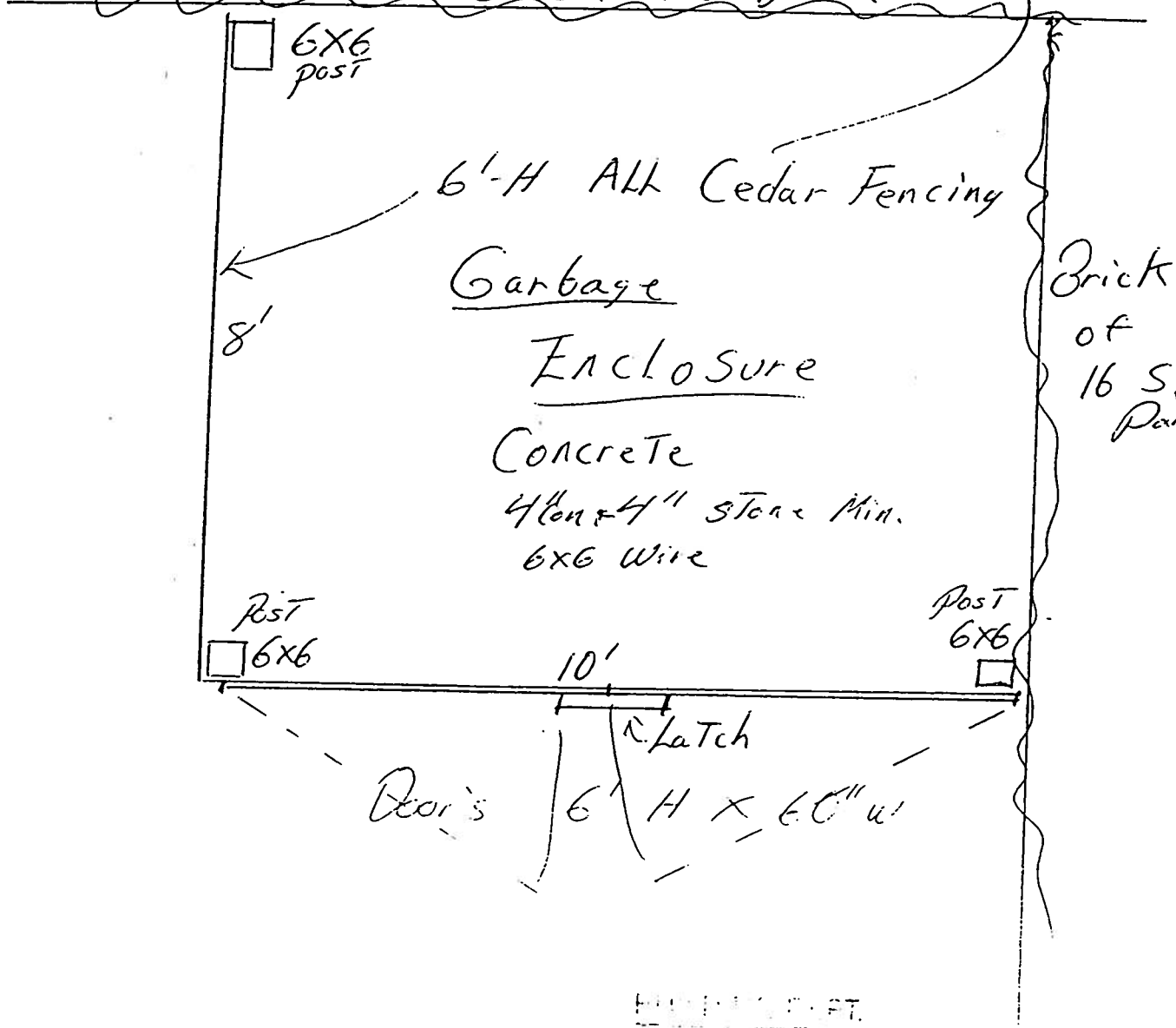
Barbara A. Johnson, Deputy Village Clerk

10 & 12 S. Park

NO WOOD FENCING WITHIN 15'
OF BUILDING.

-PER ORDINANCE-

Brick 12 S Park



ENCLOSURE



REVIEWED FOR

CODE COMPLIANCE

U.A.

DATE:

6/2/04

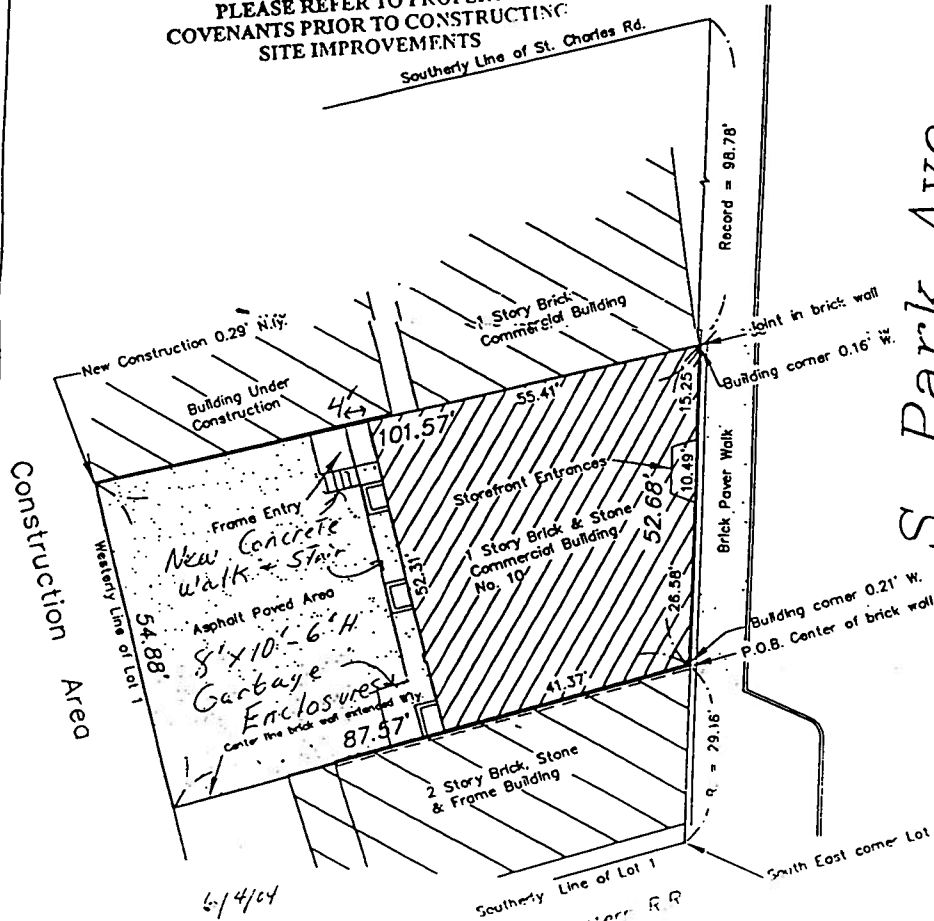
CUSTOMER COPY

PLAT OF SURVEY

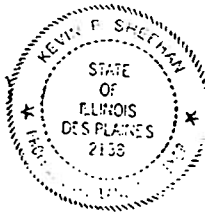
BY
MBS & CO.
 Land Surveyors
 1415 MARGRET ST. DES PLAINES, IL 60018
 (847) 298-7788
 OF

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 Westery along a straight line through said wall, following the Lot; thence Southerly drawn Westery 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



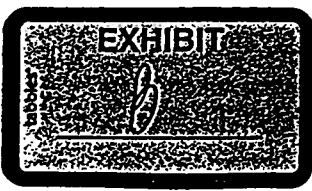
S. Park Ave.
 66' R.O.W.



Scale: 1" = 20 Feet
 Distances are marked in feet and decimal parts thereof.
 Ordered By: W. 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

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



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

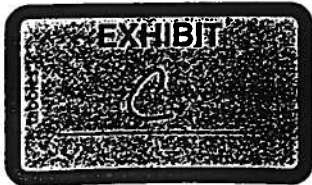
Cash
 Check
 Credit Card

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 HORST & TOM WILLIAMS
 to furnish EIFS & TRUCKPOINTING
 for the premises known as 10-12 PARK LOMBARD, IL
 of which JOHN HORST & TOM WILLIAMS IS THE OWNER is the

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 mac
 furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, ma
 fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the
 described premises, INCLUDING EXTRAS.*

DATE 8/21/04 COMPANY NAME CD INTERIORS & EXTERIORS
 ADDRESS 260 S WESTMORE LOMBARD IL

SIGNATURE AND TITLE [Signature] owner

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

STATE OF ILLINOIS } CONTRACTOR'S AFFIDAVIT
 COUNTY OF _____ } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) COSMIN DUMITRASCU BEING DULY SWORN, DEPO
 AND SAYS THAT HE OR SHE IS (POSITION) owner
 (COMPANY NAME) CD INTERIORS & EXTERIORS WHO IS T
 CONTRACTOR FURNISHING EIFS & TRUCKPOINTING WORK ON THE BUILDI
 LOCATED AT 10-12 PARK LOMBARD IL
 OWNED BY JOHN HORST & 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, lab
 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

[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

SS

COUNTY OF DuPage

Qty # _____

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

THE undersigned, for and in consideration of 5362.50 Five Thousand Three Hundred Sixty Two and 50/100 (\$ 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 re: to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the mor funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery furnished to 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 off 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 part

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 buildi: who is the contractor for the Concrete

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 \$ 3000.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no clai 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 bot 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 th 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
Classic Maintenance	Concrete	1000.00	1000.00	1000.00	0.00
Classic Maintenance	Concrete	2000.00	2000.00	2000.00	0.00
Classic Maintenance	Rebar	2312.50	2312.50	2312.50	0.00
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 or any kind done or to be done in connection with said work other than above stated.

DIANA PHOUMACHANH
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 10th day of August, 2004

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

under a contract (C) _____ work,

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.

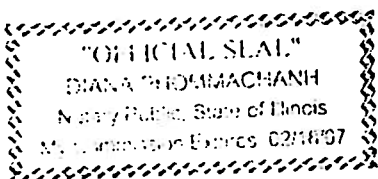
NOW, THEREFORE, this 10th day of August

2004
10

for and in consideration of the sum of (E) 53608.50 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 Thommachanh

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

Michelle B (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.

15151 382...

SHIP TO:

TOM WILLIAMS

10 S. PARK

SALESPERSON

SHIPPED VIA

TERMS

F.O.B.

QTY. ORDERED	QTY. SHIPPED	DESCRIPTION	UNIT	AMOUNT
1	1	FAB PRINT 13A111466		
		12' 2"		
		PAYO C/F #1		
		5924		
				462.00
				462.00

2 Adams NC9872

INVOICE

601485189512

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
7-30-04
Pay to the order of Barbara Louisa \$ 125.00
One hundred and Twenty Five 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425909 00000025000

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-2-04
Pay to the order of Debra Louisa \$ 22.00
Twenty Two 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425909 00000025000

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-2-04
Pay to the order of GALT Airport \$ 400.00
Four hundred 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425914 00000046000

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-6-04
Pay to the order of Barbara Louisa \$ 125.00
One hundred and Twenty Five 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425916 00000025000

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-9-04
Pay to the order of Mineral Springs Cleaners \$ 160.00
One hundred and Sixty 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425917 00000016000

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-9-04
Pay to the order of Jensen Paper \$ 61.50
Sixty One 50/100
WEST SUBURBAN BANK
00719233490 21-00054961425918 00000061500

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-9-04
Pay to the order of Allstate Ins \$ 262.00
Two hundred Sixty Two 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425919 00000026200

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-10-04
Pay to the order of T.M. Operating \$ 22.00
Twenty Two 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425920 00000022000

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-11-04
Pay to the order of Joe McCarthy \$ 3000.00
Three thousand 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425921 00000030000

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-12-04
Pay to the order of Village of Villa Park \$ 175.00
One hundred and Seventy Five 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425922 00000017500

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-12-04
Pay to the order of Joe McCarthy \$ 925.00
Nine hundred and Twenty Five 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425923 00000092500

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-15-04
Pay to the order of Ted Jensen \$ 482.00
Four hundred and Eighty Two 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425924 00000048200

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-13-04
Pay to the order of Barbara Louisa \$ 125.00
One hundred and Twenty Five 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425925 00000012500

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-18-04
Pay to the order of Nikon Gas \$ 35.53
Thirty Five 53/100
WEST SUBURBAN BANK
00719233490 21-00054961425926 00000035530

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-20-04
Pay to the order of Barbara Louisa \$ 125.00
One hundred and Twenty Five 00/100
WEST SUBURBAN BANK
00719233490 21-00054961425927 00000012500

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-24-04
Pay to the order of SBC \$ 36.46
Thirty Six 46/100
WEST SUBURBAN BANK
00719233490 21-00054961425928 00000036460

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-24-04
Pay to the order of SBC \$ 56.84
Fifty Six 84/100
WEST SUBURBAN BANK
00719233490 21-00054961425929 00000056840

THOMAS L. WILLIAMS
WEST SUBURBAN BANK
8-24-04
Pay to the order of Galt Fed \$ 106.38
One hundred and Six 38/100
WEST SUBURBAN BANK
00719233490 21-00054961425930 00000010638

PROPOSAL 1312L

MIKE TYMOSZENKO

PROFESSIONAL PAINTING CONTRACTOR

150 W ST. CHARLES RD. G30) 888-1266

LOMBARD, IL, 60148

PROPOSAL SUBMITTED TO:

PROPOSAL NO.
SHEET NO.
DATE <u>5/18/04</u>

NAME <u>TOM WILLIAMS + JOHN HORIST</u>
ADDRESS <u>10 + 12 S. PARI\$ BLVD,</u>
<u>LOMBARD, IL. 60148</u>
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 STRAPPING
ON REAR SIDE OF BLDG.

PAYD
LIV
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 _____

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 _____
Signature _____

Date _____



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 Pruning 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 thousand + sixty five Dollars
(\$ 28,650) 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 Tymoszeko
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 Tymoszeko BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) owner OF
(COMPANY NAME) Mike Tymoszeko WHO IS THE
CONTRACTOR FURNISHING Labor + Material WORK ON THE BUILDING
LOCATED AT 10 + 12 S Park Blvd Lombard
OWNED BY John Horist Thomas Williams

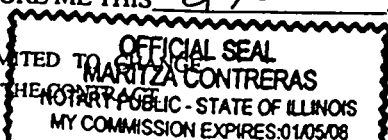
That the total amount of the contract including extras* is \$ 28,650 on which he or she has received payment of
\$ 0 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said 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>28,650</u>	<u>0</u>	<u>28,650</u>	<u>0</u>
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

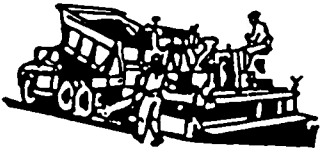
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 9/29/04 SIGNATURE: M. Tymoszeko
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.



Maritza 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 longer before sealir

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 signatures and notes]

[Handwritten 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 or 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 Proposal - 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
\$ _____ 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>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 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 SEAL
Suzgluide M. [Signature]
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
 Property Address 12 S PARK AVE Date 6/15/
 Parcel Number 06-07-209-013
 Tenant nbr, name
 Application description CONCRETE, GARB. ENCLOSURE
 Property Zoning ADDITION/ALTERATION COMMERCIAL
 Application valuation CENTRAL BUSINESS
 12000

Owner

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

 OWNER

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

Permit
 Additional desc ADDITION/ALTERATION PERMIT COM
 Permit Fee 92.00
 Issue Date
 Plan Check Fee
 Valuation 120

Qty	Unit	Charge	Per		
				BASE FEE	Extensi
					92.

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: _____

Application Number 04-0000955

Page
 Date 6/15/0

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.

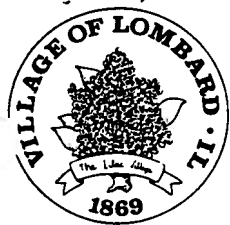
Other Fees	ADMINISTRATIVE FEE 10%			30.00
Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	92.00	92.00	.00	.00
Plan Check Total	.00	.00	.00	.00
Other Fee Total	30.00	30.00	.00	.00
Grand Total	122.00	122.00	.00	.00

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: _____

105. & 125. Park



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



I, **Barbara A. Johnson**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard, DuPage County, Illinois**, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

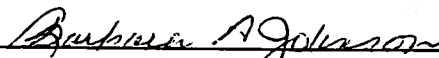
I further certify that attached hereto is a true and correct copy of ORDINANCE 5589

AN ORDINANCE AUTHORIZING A DOWNTOWN
FACADE IMPROVEMENT GRANT FOR THE
PROPERTY LOCATED AT 10-12 S. PARK
AVENUE, LOMBARD, DUPAGE COUNTY,
ILLINOIS

of the said Village as it appears from the official records of said Village duly passed on December 2, 2004.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard, Du Page County, Illinois** this 22nd day of February, 2005.





Barbara A. Johnson
Deputy Village Clerk
Village of Lombard
DuPage County, Illinois