# VILLAGE OF DOWNERS GROVE REPORT FOR THE VILLAGE COUNCIL MEETING JANUARY 3, 2012 AGENDA

SUBJECT:	TYPE:		SUBMITTED BY:
	✓	Resolution	
		Ordinance	
Ogden Avenue Site Improvement		Motion	Tom Dabareiner, AICP
Strategy (OASIS) Grants		Discussion Only	Community Development Director

#### **SYNOPSIS**

Agreements have been prepared authorizing an OASIS Grant in the amount of \$22,295 for the property at 222-224 Ogden Avenue (Radio Shack/Soccer 2000).

#### STRATEGIC PLAN ALIGNMENT

The Strategic Goals for 2011-2018 included Strong, Diverse Local Economy.

#### **FISCAL IMPACT**

The FY12 budget includes \$750,000 for OASIS grants in the Ogden TIF fund.

#### RECOMMENDATION

Approval of the grants on the January 10, 2012 agenda.

#### **BACKGROUND**

In September 2010 in response to the requests of the property and businesses owners in the Ogden TIF district, the Village Council adopted the OASIS matching grant program to enhance the Ogden Avenue corridor. This program provides business and property owners with a dollar-for-dollar matching grant for certain site improvements. The goals of the OASIS program are:

- Provide more attractive sites
- Improve traffic circulation for vehicles and pedestrians (on private property as well as the street)
- Improve existing building appearance
- Improve signage and reduce visual clutter

The applicant, the property owner, is proposing to close a curb cut and consolidate access with 216 Ogden Avenue (DG Yamaha store), to replace the existing nonconforming signs with compliant signs and to grant an easement for the construction of a sidewalk along the entire frontage of the property. Total project costs are estimated to be \$43,661. The requested OASIS grant would pay for up to \$22,295. The application was reviewed by the OASIS Team. The team found that the application meets the program criteria and unanimously recommended that the grant be awarded. Staff concurs with the Team's recommendation.

The previous OASIS grant awards are noted in the table below.

**Approved OASIS Grants** 

A	proved OASIS Grants	
Business	Address	Amount
DG Animal Hospital	631-635 Ogden	\$ 48,737.00
Bill Kay Nissan	1601 Ogden	\$ 40,000.00
Helmut and Vito's	1430 Ogden	\$ 3,350.00
Merlin	1711 Ogden	\$ 6,589.00
Prestige Liquors	739 Ogden	\$ 29,234.38
Skuddlebutts Shopping Center	436-440 Ogden	\$ 2,105.75
United Limo	432 Ogden	\$ 12,700.00
Phillips Flowers	1512 Ogden	\$ 4,409.00
A-Len Radiators	333 Ogden & 4305 Fairview	\$ 93,750.00
Door & Window Superstore	1740 Ogden	\$ 7,500.00
Mr. Trim	946 Ogden	\$ 34,250.50
Apartment Building	1614 Ogden	\$ 10,000.00
Apartment Building	1602 Ogden	\$ 10,000.00
Auto Zone Shopping Center	237-245 Ogden	\$ 7,500.00
Jay's Plumbing	1509 Ogden	\$ 3,500.00
Mr. Submarine	1322 Ogden	\$ 48,621.88
Shopping Center	1530-1552 Ogden	\$ 6,942.50
Shopping Center	406-414 Ogden	\$ 3,423.90
Totals	-	\$ 372,613.91

#### **ATTACHMENTS**

OASIS Grant Program Policy Aerial Maps

OASIS Applications and recommendation letters

#### RESOLUTION NO.

#### A RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND ALEXANDER, LLC

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

- 1. That the form and substance of a certain Grant Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Alexander, LLC (the "Applicant"), for OASIS Program grant funding, in the amount of \$22,395.00, to make improvements to the property/business located at 222-224 Ogden Avenue, which is along the Ogden Avenue commercial corridor, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
- 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
- 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
- 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.
- 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Passed: Attest:		Mayor
	Village Clerk	<del>_</del>

 $1\wp\res.12\222-224-Ogden-OASIS$ 

#### **OASIS GRANT AGREEMENT**

THIS AGREEMENT is made this day of da

#### WITNESSETH:

WHEREAS, the Village has established the Ogden Avenue Site Improvement Strategy Program ("OASIS Program") for application to receive a grant from the Village to make improvements to properties/businesses along the Ogden Avenue commercial corridor; and,

WHEREAS, said Program is funded from TIF funds for the purpose of controlling and preventing blight and deterioration within the Ogden Avenue Tax Increment Finance District ("TIF District"), and to encourage the further redevelopment of properties in the TIF District in accordance with the general guidelines set forth in the Program as adopted in Ordinance 5150 on September 14, 2010; and,

WHEREAS, Applicant owns a property/business at 222-224 Ogden Avenue, Downers Grove, Illinois 09-04-111-020 which is located within the TIF District; and

WHEREAS, pursuant to the Program the Village has agreed to financially participate, subject to its sole discretion, the Program Guidelines, and the terms and conditions set forth in this Agreement; and,

WHEREAS, the Applicant desires to participate in the Program, subject to the Program Guidelines and the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreement herein set forth, and other good and valuable consideration, the Parties do hereby agree as follows:

#### A. General Provisions:

- 1. The above recitals are incorporated into and made part of this Agreement as though fully set forth herein.
- 2. This Agreement may not be transferred or assigned.
- 3. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party. If the Applicant terminates this Agreement, the Village shall not be required to make any reimbursement payments to the Applicant.
- 4. In the event the Applicant fails to complete the project and submit the required proof of payment documents in the required timeframe, the Village may terminate this Agreement and award the funds to other eligible projects.
- 5. The parties shall have any and all remedies available at law in the event of a breach of this Agreement.
- 6. Applicant acknowledges that the Freedom of Information Act may apply to public records in possession of Applicant or a contractor. Applicant and it contractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ICLS 140/1 et. seq.
- 7. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

- 8. This Agreement will not be subject to amendment unless made in writing and signed by all parties.
- 9. Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village Manager Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515

To the Applicant as stated below.

#### B. Applicant's Obligations:

- 1. Applicant shall complete the project in substantial compliance with the attached plans, incorporated as part of this Agreement as Exhibit A. Any changes to the plans shall require written approval from the Community Development Director, or his designee.
- 2. Applicant shall grant an easement to the Village for, or install, a public sidewalk along that portion of the subject property adjacent to Ogden Avenue where no public sidewalk currently exists.
- 3. Applicant, at its own expense, shall obtain all necessary permits prior to commencement of any work to complete the improvements.
- 4. Applicant shall submit the following required proof of payment documents:
  - a. Itemized paid-in-full invoices.
  - b. Canceled checks for the payment for the completed improvements.
  - c. Final lien waivers, if applicable.
  - d. Certified payroll records of contractors.
- 5. Applicant understands that it will not receive payment if there are any outstanding code violations on the property or if Applicant owes any money to the Village.
- 6. Applicant shall complete the project and submit the required proof of payment documents within one (1) year of the effective date of this Agreement. If the project is not completed or if the required proof of payment documents are not submitted within one (1) year, the Village shall have the right to declare this Agreement null and void and shall not be required to make any reimbursement payments to the Applicant.
- 7. Applicant shall complete the project in such a manner as to comply with all conditions of this Agreement, and in accordance with the Program Guidelines and all pertinent regulations, ordinances, or codes of the Village or other authority having jurisdiction over the property.
- 8. Applicant is hereby notified by the Village that work contemplated by this Agreement may be subject to the Prevailing Wage Act ("Act"), 820 ILCS 130/1 et seq. Applicant agrees to comply with all applicable provisions of the Act as administered by the Illinois Department of Labor ("IDOL"). Applicant further agrees to contact IDOL for a determination of applicability of the Act to the project contemplated by this Agreement. If required by IDOL, Applicant agrees to pay the prevailing wage rates and to require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work on the projects contemplated by this Agreement. For applicable rates, go to the State of Illinois Department of Labor website and use the most current DuPage county rate. Applicant recognizes and agrees that it is solely responsible for compliance with the Act and agrees to fully indemnify, defend and hold harmless the Village with regard to any actions or proceeding instituted regarding such compliance.

9. Applicant shall be required to submit an executed Campaign Disclosure Certificate, attached hereto as Exhibit B.

#### C. Village's Obligations:

- 1. The Village shall reimburse the Applicant for one-half (1/2) of the actual incurred costs to complete all eligible aspects of the project. The amount of said reimbursement shall not exceed \$22,395.
- 2. The Village shall remit payment to the Applicant within sixty (60) days of completion of the project and receipt of the required proof of payment documents.
- 3. The Village shall diligently review permit submittals, issue permits and complete required inspections deemed necessary to complete the project.

IN WITNESS HEREOF, the parties set their hand and seal the day and date hereinabove written.

APPLICANT:	VILLAGE OF DOWNERS GROVE:
Alexander, LLC	
Fred Iozzo, Jr., President	
PO Box 354	
Wayne, Illinois 60184	By:
Signature	Village Manager
FRED TOZZO Print Name	Attest:
OWNER Title	Village Clerk

## Exhibit B Campaign Disclosure Certificate

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity that is a party to a contract with the Village to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the contract.

By signing the contract, Applicant agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty	y of perjury, I declare:	
	Applicant has <u>not</u> contribut (5) years.	ed to any elected Village position within the last five
7	Signature	FREA TOZZO Print Name
	☐ Applicant has contributed Village Council within the last five	a campaign contribution to a current member of the (5) years.
	Print the following information: Name of Contributor:	
		(company or individual)
	To whom contribution was made: _	· 
	Year contribution made:	Amount: \$
	G.	TD 1 4 DT
	Signature	Print Name

OCT 3 1 2011

#### **Application**

A printable version of the Ogden Avenue Site Improvement Reimbursement Grant Application is available on-line at <a href="https://www.downers.us">www.downers.us</a> or <a href="https://www.downers.us">www.dgedc.com</a>. A paper copy of the application is available on the next page. Three (3) copies of the complete application, including any support documentation are due by the application deadline(s).

Applicant is: ALEXANDER LLC	TenantOwner
Name of Business/Building:	222-224 OGDEN
Address/Property ID # of Project Property:	222-224 OGDEN
Owner's Name AND TITLE:	FRED IOZZO PRESIDENT
Owner's Mailing Address:	
Owner's Business Phone:	PO box 354 WAYNE IL 60/84 630-584-6515
Owner's Fax:	630-762-9131
Owner's E-Mail:	
PLEASE ONLY COMPLETE THE REST OF	Fredoquen @ Sbc global. Net THIS TABLE IF TENANT IS THE GRANT APPLICANT.
Tenant Name AND TITLE:	TENANT IS THE GRANT APPLICANT.
Tenant Mailing Address:	
Business Phone for Tenant:	
E-Mail for Tenant:	
•	

## **Project Information**

Project Description:

- New SIGN

New Asphalt

New Lighting

ELIMINATE 1 CURB CUT

NEW BUILDING SIGNS

## Category 1 - Site Improvements:

Examples of site improvements include consolidating driveway accesses to Ogden Avenue, removal of nonconforming parking spaces, installing stormwater management strategies, removing pavement and adding landscaping, providing cross-access between properties, installation of public sidewalks and installation of exterior site lighting.

Projects should seek to beautify the property and improve traffic circulation on site and on Ogden Avenue. The OASIS Team will give special consideration to projects at major intersections (Main St, Saratoga Ave, Fairview Ave and Lee Ave).

Improvement proposed. Yes

Comments:

Category 2 - Landscaping:

Examples of landscaping include screening of off-street parking areas with shrubs, ornamental grasses and shrubs, installing landscaping to improve water run-off quality, installation of foundation plantings, installing ornamental fences, construction of outdoor café spaces and installation of shade trees.

Projects should seek to beautify the property and improve green space. The OASIS Team will give special consideration to landscaping projects that combine elements to improve on-site stormwater management.

improvement proposed: (Yes) No

Comments:

**Overall Project Comments:** OASIS Team Recommendation: Downers Grove 2010-2011 OASIS Grant Application Packet

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Disclosure of Beneficiaries/Trust Disclosure:

The information requested below must be completed and attached to any grant application submitted to the Village of Downers Grove. This form is used to ensure that the applicant has a recognized, vested interest in the property. This form is required by persons applying for permits, licenses, approvals or benefits from the Village of Downers Grove
Village of Downers Grove

DISCLOSURE OF BENEFICIARIES
1. Grant Applicant: ALEXANDE 0 110
2. Address: PO Box 354 WAUND 11
3. Nature of Applicant (Please circle one):
a. Natural Person
(b.)Corporation
c, Land Trust/ Trustee
d.)Trust/Trustee
e. Partnership
f. Joint Venture
4. If applicant is an entity other than described in Section 3, briefly state the
mataro and characteristics of applicant:
5. If in your answer to Section 3 you checked box b, c, d, e or f, identify by
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THE COURT OF COST OF A PUBLIC VEHILLER OF WHO OTHERWISE ROOM TO THE THE TENT OF THE PUBLIC ROOM TO THE THE TENT OF THE THE TENT OF THE TEN
interest in profits and losses of right to control such entity.
a. FRED TOZZO 100% OWNER
U
d.
u.
6. Name address and canacity of names and it is
6. Name, address and capacity of person making this disclosure on behalf of the applicant:
IMPORTANT NOTE: In the event years are
IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional diselections.
other than a natural person, additional disclosures are required for each entity.  VERIFICATION I, FRED TOZZO  heing
first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant to the person making this
disclosure that I have read the above that I am duly authorized to make this
avolution, that I have lead the annive and foregoing Disals to
and that the statements contained therein are true in both substance and fact.
the service and fact.
Signature:
Subscribed and Sworn to before me this 13 th day of August 2011
(VI/Y) (AXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
OFFICIAL SEAL Notary Public
GREGORY B WIDMAR
MY COMMISSION EXPIRES:04/13/14
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

This application for a Site Improvement Reimbursement Grant is herby believed to be complete and accurate.

Owner Signature:

Tenant Signature:

Print Owners Name:

FRED IOZZO

ALEYANDER LCC

Print Tenant Name:

NOTE: Tenant Signature only necessary if Tenant is applying for a Grant

STATE OF ILLINOIS COUNTY OF DUPAGE VILLAGE OF DOWNERS GROVE

The foregoing petition was acknowledged before me by on this

day of

Notary Public:

Notary Public

OFFICIAL SEAL
GREGORY B WIDMAR
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: DUTS OF

3 Copies of the completed application should be submitted to the Village's Community Development Department.

Applications may be dropped off at the Village Hall from 8:00 am and 5:00 pm Monday – Friday, or mailed to:

Village of Downers Grove ATTN: Community Development Department 801 Burlington Avenue Downers Grove, IL 60515 ALEXANDER LLC P.O. Box 354 Wayne, II 60184

October 29, 2011

Village of Downers Grove

To Whom It May Concern:

Enclosed please find the application for the Ogden Avenue site improvement for 222-224 Ogden Avenue. The site is currently occupied by Radio Shack and Soccer 2000 both long time businesses in Downers Grove. We propose the following.

#### SCOPE OF WORK:

Remove old nonconforming sign and install new sign in the middle of the lot. Remove old nonconforming building signs and install new signs on building Retrench current electric to sign and trench to new sign.

Repave entire front of building.

Remove one entrance and relocate two entrances to one entrance.

Install new curbs and curb for planters around sign

Install new lights in canopy and new lights on East end of building Re-seal Blacktop and restripe

This work is proposed for the Spring of 2012 as Radio Shack's lease prohibits construction this fall. We are not proposing any sidewalks as parking in this area is almost at a crisis situation as it is, with employees having to walk several blocks to get to work. The Village put up no parking signs along Cumnor which made the matter worse. The property located directly to the East at 216 Ogden is also owned by a group that is controlled by my immediate family and we all have agreed that one curb cut would be beneficial to the parking situation and would also make egress easier. We will grant the city of Downers Grove an easement for sidewalks in future if the funds become available.

Thank you for your consideration in this matter. This is not the ideal time to do this as all commercial business is struggling but we feel the necessary repairs and improvements will serve us for years to come and also enhance the attractiveness of Ogden Avenue in Downers Grove.

Sincerely,

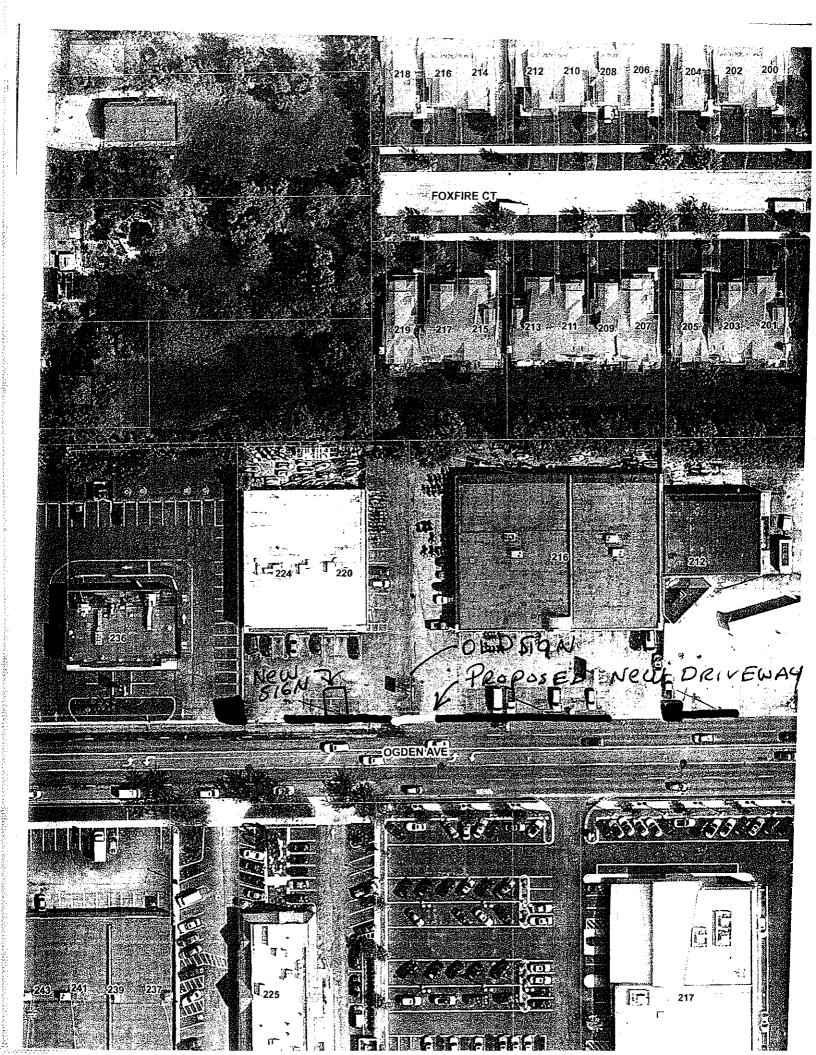
Fred Iozzo 630-584-6515 630-648-4679 fredogden@sbcglobal.net

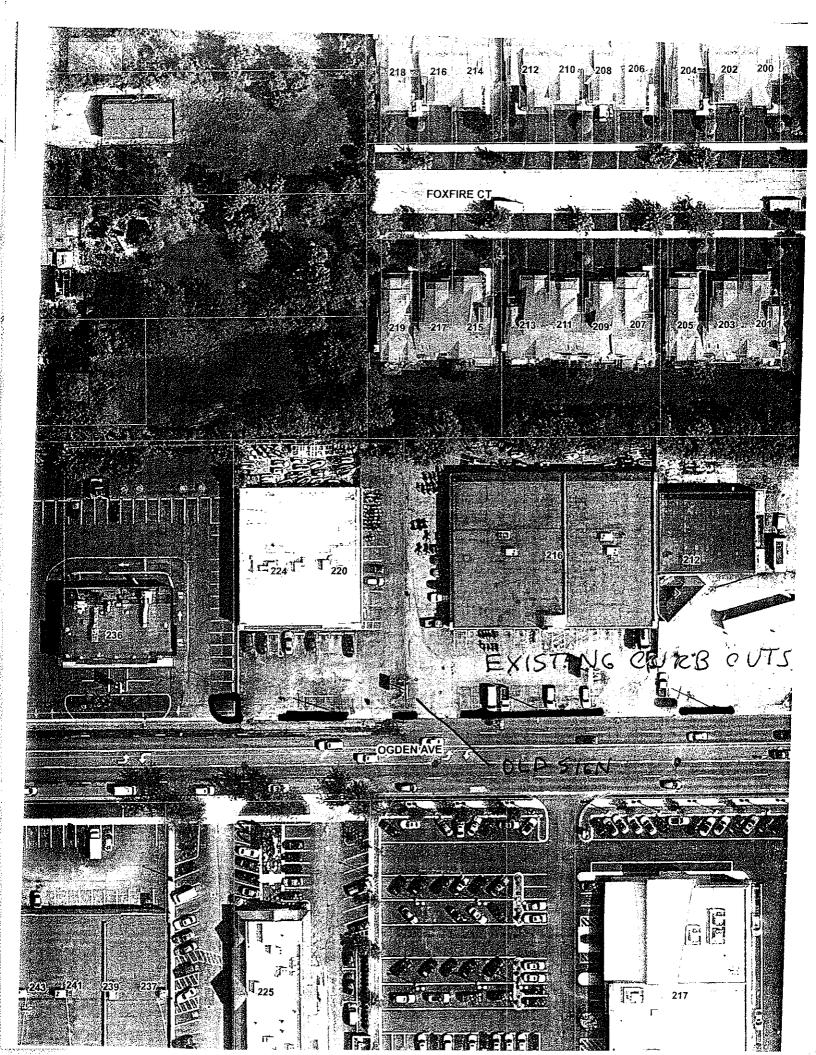
#### PROJECTED COSTS

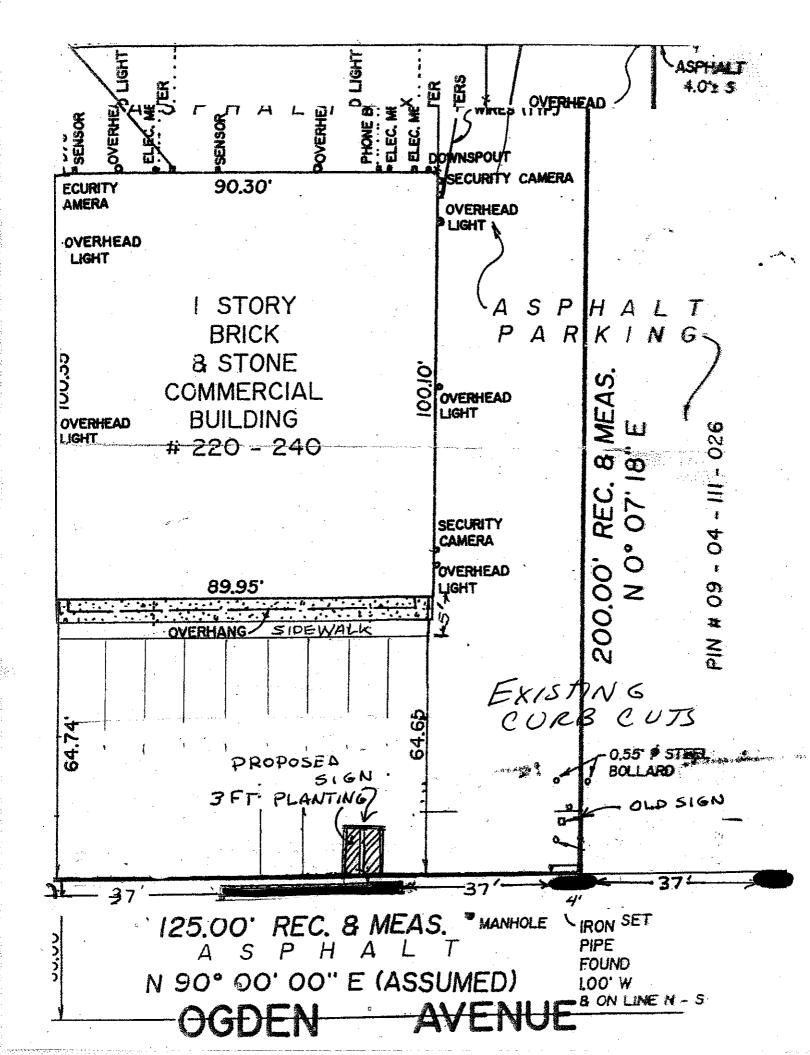
REPAVE FRONT OF PARKING LOT US PAVING	TOTAL COS 29070	GRANT ELIGIBLE PROJECT COST
LAMANTIA ROSE FARM PAVING	23690 22849	23690
NEW SIGN		
GRATE SIGNS	5950	5950
DOYLE SIGN	10640	0930
REMOVE OLD SIGN		
DOYLE SIGN	720	
NASH ENERGY	1000	1000
RETRENCH FOR SIGN		
DOYLE SIGN	2460	•
NASH ENERGY	2300	2300
CURB WORK NEW SIGN		
DOYLE SIGN	INCLUDED	
LAMANTIA	2275	2275
LANDSCAPING	•	
LNS CONTRACTING	750	
LAMANTIA ENT	565	565
NEW LIGHTING BUILDING		
NASH ENERGY	·	4225
CHANGE CURB TO ONE CUT		
LAMANTIA	1710	1710
NEW BUILDING SIGNS		
GRATE SIGNS	9470	9470
ENGINEERING		
INTECH CONSULTING	2112	2112

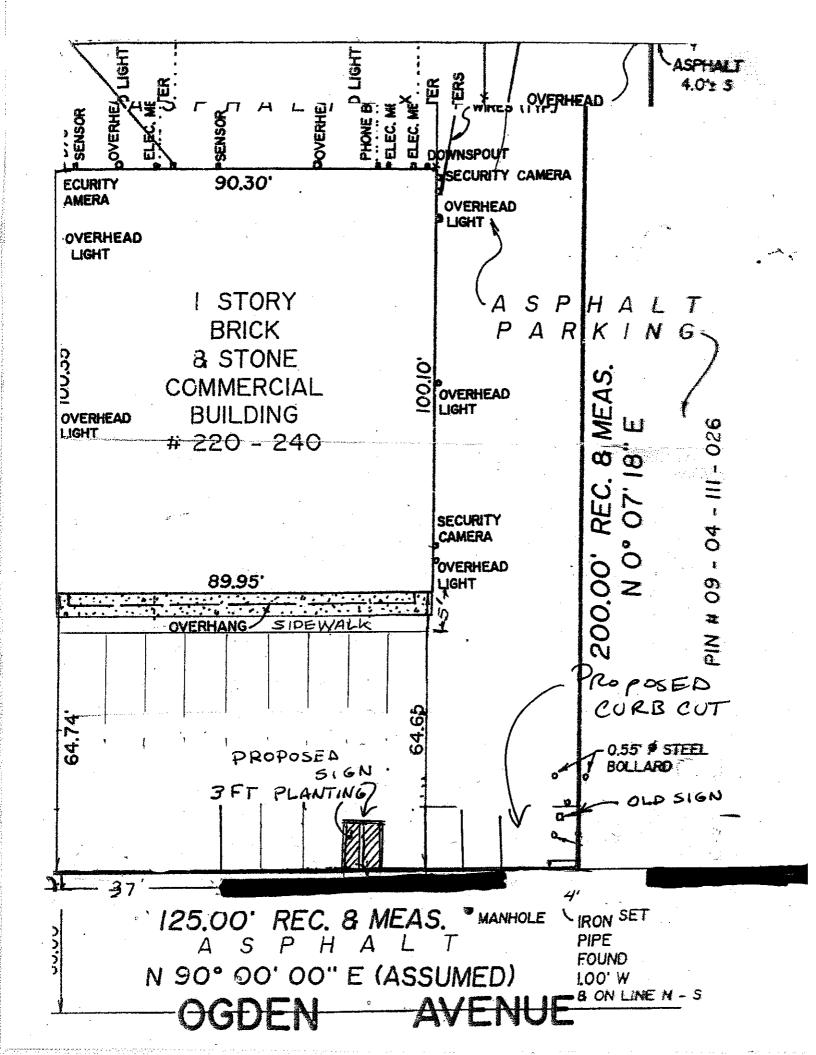
TOTAL COST OF PROJECT

53297









#### La MANTIA ENTERPRISES, INC.

5100 Williams St. Downers Grove, IL 60515 630/968-0140

August 4, 2011 Fred Iozzo, Jr. P.O. Box 354 Wayne, IL. 60184

Job Site: Radio Shack / Soccer 2000

220 – 224 Ogden Ave.

Downers Grove, IL.

Cell: 630-648-4679 Alt Phone: 630/584-6515

Thank you for the opportunity to have us quote your various work at the above location. We propose to furnish labor and materials to complete the following work:

- <u>Asphalt Parking Lot</u>: Remove and replace entire front parking area to East property line back to East corner of building. Remainder of East side building to remain.

- <u>Sign Area</u>: A new monument sign to be removed and replaced by others. Around perimeter install curb 10" high, 14' on East/West side, and 6' on North/South side (Location to be determined by Owner). Fill area in with pulverized dirt. Landscape with (2) Switch Grasses, (4) Grow Low Sumac, and (2) Carpet Roses (Red).

- Entrance Curb: On east side remove depressed curb and change to a barrier curb 20 LF. To become a shared entrance with DGY as discussed. Layout to be finalized by owner if there are any changes. Barrier curb to wrap around to connect to existing curb. Furnish and install pulverized dirt and sod.

#### ITEMS INCLUDED WITH ASPHALT:

- 1. Stockpile existing bumper to reinstall.
- 2. Saw cut asphalt at east property lane and across area not being replaced.
- 3. Removal of existing asphalt. Haul away spoil with dump fee included.
- 4. Scrape and grade existing area. Furnish and install 2" of Ca6 stone (Allocated 70 tons of Ca6 stone). Spread over lot. Level and compact with vibratory roller and plate compactor.
- 5. Furnish and install 4" of machine laid asphalt (2 layers, 2 1/2" binder and 1 1/2" surface).
- Asphalt to be vibra compacted after 1<sup>st</sup> lift and compacted on 2<sup>nd</sup> lift with proper water pitch.
- 7. Reinstall parking bumper and stripe lot per current layout.
- 8. Removal of construction debris.

#### ITEMS INCLUDED WITH CONCRETE CURB FOR SIGN:

- 1. Excavate and frame as indicated above.
- 2. Install 6 bag concrete mix (4000 PSI) with super structure in curb.
- 3. Broom finish.
- 4. Furnish and install pulverized dirt. Landscape area with (2) Switch Grasses 1 Gal., (4) Grow Low Sumac, and (2) Carpet Roses (Red).
- 5. Mulch around planting area with weed mat.
- 6. Remove construction debris.

#### La MANTIA ENTERPRISES, INC.

5100 Williams St. Downers Grove, IL 60515 630/968-0140

August 4, 2011 Fred Iozzo, Jr. P.O. Box 354 Wayne, IL. 60184

Job Site: Radio Shack / Soccer 2000 220 – 224 Ogden Ave. Downers Grove, IL.

#### ITEMS INCLUDED WITH CONCRETE CURB EAST SIDE:

- 1. Removal of depressed curb 20 LF. Leaving 16 LF between DGY and Radio Shack opening.
- 2. Excavate and frame barrier curb at Ogden Ave to wrap around to match existing. Area between to be filled in with pulverized dirt and sod.
- 3. Drill # 4 into existing structure where available.
- 4. Install 6 bag concrete mix (4000 PSI) with super structure in curb.
- 5. Broom finish.
- 6. Saw cut at the joints and expansion joints.
- 7. Remove construction debris.

\*\*\*New asphalt/concrete areas are not to be used for three (3) days or driven on for five (5) days.\*\*\*

#### PRICE FOR THIS JOB AS OUTLINED BELOW:

Asphalt Parking Lot \$ 23,690.00 \_\_\_\_INT

Curb for Sign with Plants \$ 2,275.00 INT Breakdown: Curb \$ 1,710.00 & Plants \$ 565.00

Change Curb from Depressed to Barrier \$ 1,925.00 \_\_\_\_INT

This is a quote only, final Prices are subject to change per field verification of job site and final plan modifications by Owner.

NOTE: Prices are determined, upon all described work being done simultaneously.

#### OTHER SERVICES AVAILABLE BUT NOT INCLUDED:

- 1. Any other miscellaneous asphalt/concrete/trench work not mentioned above.
- 2. Additional excavating if bad soil conditions \$38.00 per yard Hauling, dump fee and stone.
- 3. Permits are an additional charge La Mantia to obtain cost to be added to price.

	and to proce.	
Accepted:	Date:	
We welcome the opportunity to serve you.		
Drue To Martin		
Onuse to Montie Dominic La Mantia, Manager.		
La Mantia Enterprises, Inc.		
Licensed, Insured & Bonded.		

PLEASE SIGN AND RETURN ONE COPY WITHDEPOSIT.

PLEASE READ THE <u>CONDITIONS OF CONTRACT</u> ON THE REVERSE SIDE OF THIS PAGE. Upon agreement, sign and return one copy with deposit. La Mantia to Contact utilities before any work is started. Prices are good for 30 days. Deposit of 1/3 is required, with balance due on completion. All agreements are contingent upon weather and delays beyond our control. Liens will be placed at 45 days and all attorney fees will be added with interest at 1 1/2% per month (18% annum) for all past due accounts.

# U.S.P. ESTABLISHED 1970

Proposal

U.S. Paving
318 St. Paul Boulevard

318 St. Paul Boulevard Carol Stream, Illinois 60188 Phone (630) 653-4900 Fax (630) 653-4944 · Blacktop

· Concrete

· Brick Paving

New asphalt needs to dry for 6 months or longer before sealing.

PHONE		DATE
	515	07-27-11
JOB NAME		
JOB LOCATION	<u> Cell- 6</u>	<u>30-648-4679                                    </u>
PERMIT#	FORAL	ue. Downers Grov
	INSPECTION	
ξ Lθt		·
a legal dum	p. Use e	kisting gravel,
per drainage	, roll as	nd compact
compact with	8 ton vi	bratory rollers,
	COST	\$ 29,070.00
	( See At	tached Diagram)
LINOIS AND LOCAL	GOVERNMENT	REQUIREMENTS.
EE AGAINST CRACK	ING.	
EE AGAINST CRACK	ING.	cations for the sum of:
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	Fred Iozzo JOB NAME Fred Iozzo JOB LOCATION 220-224 Og PERMIT #  3 L9t 2 a legal dum Per drainage aving machin 2 inch bind compact with	Fred Iozzo Cell- 6  JOB LOCATION  220-224 Ogden Aven PERMIT # FINAL INSPECTION  3 LOT  2 a legal dump. Use exper drainage, roll and aving machine apply # 2 inch binder course compact with 8 ton vi  COST  ( See At



#### Proposal

#### Rose Farm Paving, Inc. 16208 Collins Rd Woodstock, IL 60098

(815) 338-2730 Fax: (815) 338-2732

www.rfpaving.com

Date: Job #:

7/28/2011 204003

Submitted To:

Description of Job: 3" Driveway Remove & Replace

Scope:

Address:

220-224 Ogden Ave

Downers Grove, IL

**Business:** 

Fred lozzo

Name: Address:

33W079 Honey Hill Circle

Wayne, IL 60184

Phone:

630-584-6515

#### WE HERE BY PROMISE TO DO THE FOLLOWING:

Excavate and haul off existing bituminous asphalt.

28 tons of gravel base. Gravel will be fine graded and compacted.

Machine lay 1.5" of bituminous asphalt binder and 1.5" of bituminous asphalt surface. Total compacted thickness will equal 3".

Flare the driveway where it meets the road if possible.

If any extra paving is done at owner's consent, we will charge by the square foot.

Will furnish and install any necessary additional gravel base for \$25/ton. Gravel will be graded and compacted.

Total square feet:

8000

Additional Notes:

\*\*If Diesel fuel rises over \$5/gallon, there will be a fuel surcharge of 5% added to your bill his the same and the sandance to sending all recover similaride pormits

We hereby propose to furnish materials and labor in complete accordance with above specifications, for the sum of:

DOLLARS: \$22.849.62

Payment to be made as follows:

25% non-refundable deposit due at signing. Remaining balance due at completion.

A 1.5% service charge per month will be added after 30 days

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Note this proposal may be withdrawn if not accepted within 30 days.

Authorized Signature

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work specified.

Payments will be made as outlined.



Authorized Purchaser/Customer

Date

Authorized Purchaser/Customer

RETURN ONE COPY TO Rose Farm Paving, Inc.

#### Rose Farm Paving, Inc - Terms & Conditions

Owner/Contractor/Agent (hereinafter "Customer), at its sole expense, shall comply and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders, or regulations of any governmental body having jurisdiction over the site, the work or the Customer shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

In order to meet any agreed upon completion date, Rose Farm Paving must receive a 10 day advance notice to proceed plus the total number of working days required to complete the work under normal conditions.

Prior to commencement of the work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work to be completed by Rose Farm Paving. If Rose Farm Paving is directed to commence work prior to the time such other work is completed, Customer agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Rose Farm Paving commencing any of the work before any others have completed their work.

This proposal includes 1 trip onto the job for each phase of work (i.e. Grading, Paving, etc.) If Rose Farm Paving is required to make more than the 1 trip per phase of the job due to the acts or omissions of Customer, the charge for such mobilizations shall be \$1,500.00 per trip, unless otherwise agreed upon.

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. If after proper notification to Customer, Rose Farm Paving is unable to complete the work due to vehicles or other obstruction, additional trip charges may apply.

All labor and material is conclusively accepted as satisfactory unless the contractor is notified in writing within 5 days after the work is performed. Any claim of property damage is conclusively waived unless Rose Farm Paving, or the General Contractor responsible for the project, is notified within 72 hours of occurrence.

Soil conditions such as the presence of clay and sand as well as temperature and moisture content may result in cracking. The Customer understands that this is a risk inherent in the paving industry.

All asphalt surfaces, especially those that are resurfaced, will eventually crack. Rose Farm Paving, Inc. does not guarantee their work against cracking, since this is a condition of nature and beyond the control of the Rose Farm Paving. EXCEPTION- if asphalt cracks within the first year, Rose Farm Paving will fill cracks free of charge.

Rose Farm Paving, Inc. is not responsible for damage or injuries caused by any privately (not installed by a public utility company) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The Customer or his agent agrees to indemnify and hold harmless Rose Farm Paving, Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from the above.

The contract does not contemplate the encountering of underlying concrete, wood, paving fabric, or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered Customer may be charged for the extra work incurred, unless such conditions were noted on the contract.

Rose Farm Paving reserves the right to terminate this contract unless minimum grades of 1% are attainable for surface drainage. If Customer directs construction with less then a minimum 1%, it is understood that water-ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Rose Farm Paving, Inc. is not responsible for surface deflection of less than ¼".

Upon contract acceptance, unless cancellation is received within 3 days after the date of acceptance, Rose Farm Paving, Inc. assumes that the Customer accepts the work herein described and terms and conditions of sale contained in the contract. Any withdrawal of this contract could result in a partial billing to reimburse Rose Farm Paving, Inc. and its subcontractors for planning, preparation, and materials already ordered or installed on job site. The maximum that may be billed is \$2,500.00 for a commercial job (the cost of putting together a commercial bid) or \$200.00 on a residential job. If acceptance of this proposal is made other than by use of this form, such contract and acceptance shall be subject to the terms and conditions herein.

Prior to Rose Farm Paving beginning work under this agreement, Customer shall provide evidence to Rose Farm Paving that Customer has made financial arrangements acceptable to Rose Farm Paving to fulfill Customer's obligations under this agreement

Any alteration or deviation from above specifications involving extra costs will be executed 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.

Owner to carry fire tornado and other necessary insurance.

If Customer has not paid bill in full within 60 days after invoicing, a lien will be redorded against the property where work was performed and the Customer shall assume all costs of same, including administrative fees, reasonable attorney/legal and recording fees.

Customer shall pay upon demand all Rose Farm Paving's costs, charges and expenses, including reasonable fees for attorneys, agents and other retained by Rose Farm Paving incurred in enforcing any of the obligations of Customer under this contract or in any litigation, negotiation or transaction in which Rose Farm Paving shall, without Rose Farm Paving's fault, become involved with through or on account of this contract. All litigation resulting from this contract shall be subject to the jurisdiction of the Circuit Court of McHenry County, Illinois

All pricing is liable to increase due to the pricing variability of aspha	ılt.
I accept all proposal terms & conditions.	

Job #: 204003

Date

Customer's Signature

Credit card #\_\_\_\_\_\_
Visa/ Mastercard / Discover (please circle)

3 Digit CRV Code:

Expiration Date:



**Display Sales Contract** For service call (815)729-9700 Fax (815)729-3355 sales@gratesigns.com

Salesperson: Alden

and	Agreement made 8-3-11 between Grate Signs, Inc., a corporation, and	herein called SELLER, Located at 4044 W. McDonough Street, Joliet, Illinois
-----	---	---

BUYER:

Radio Shack

Address:

220-224 Ogden Ave.

City, State, Zip: Downers Grove, IL

Contact:

Fred Jozzo

Telephone: 630-584-6515

Fax:

Email:

fredogden@sbcglobal.net

an individual [

a partnership

a corporation 🛛

#### ADDRESS OF INSTALLATION: Same as above

1. Sale: Seller shall, to Buyer's special order and specifically for Buyer's use, construct and install for and sell to Buyer the advertising display(s) herein called "Display", in accordance with the specifications set forth below.

2. Price and Terms:

Price of Display

\$5,950.00

Sales Tax

SIncluded

Less Down Payment (includes sales tax)

\$2,975.00

Balance payable upon installation

\$2,975.00

3. Specifications:

Design Number(s):11-0429

Fabricate & Install on a new steel pipe direct buried in a new concrete foundation one (1) double-face internally-illuminated 36 sq.ft. Monument Sign per Design #11-0429. Existing pylon sign & pipe to be removed & discarded.

All designs, colors, and specifications as per the approved design. In case of variance between the above specifications and the approved design, the latter shall prevail, however such design shall be approved in writing by the Seller and Buyer. Permit fees, including parking and sidewalk obstruction permit fees, engineering fees, and variance fees, if required, will be billed extra to the contract amount.

- 4. BUYER SHALL PROVIDE ELECTRICAL SERVICE FEED WIRES OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 6 FEET OF LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE, AND MAKE CONNECTION THEREOF TO DISPLAY.
- 5. ACCEPTANCE OF AGREEMENT: This Agreement shall not take effect until signed on behalf of Buyer and by an officer of Seller at Seller's office in the State of Illinois. This Agreement, including the contract terms on the next page, which are incorporated herein by reference, constitutes the entire understanding between the parties, and this Agreement was entered into in the State of Illinois and the laws of the State of Illinois shall apply to the formation and enforcement of this Agreement.
  - A. Do not sign this contract before you read both pages hereof or if it contains any blank space.
  - B. You are entitled to a completely filled in copy of this contract when you sign it.

C. Under the law you have the following rights among others:

- (a) To pay off in advance the full amount due and to obtain a partial refund of the finance charge;
- (b) Under certain conditions to redeem the property if repossessed for a default.
- 6. TITLE: Ownership of display shall remain in Seller until all of the payments are made and all of the conditions herein contained are fully satisfied with, at which time Buyer shall be vested with full title to display. Buyer shall bear all risk of loss of display after Seller has completed its installation. Buyer will not sell, pledge, mortgage or encumber the display/ sign or other property covered by this Agreement. The Seller and Buyer hereby state their Agreement that with the exception of the supports which are sunk into the site with concrete the balance of the display/sign is removable without damaging the site and therefore is not a fixture(s).

Accepted:	Accepted:
L	- zoopprous

- 7. BUYER OBLIGATION: The Buyer hereby agrees that until said sign is fully paid for, and while the same is in Buyers possession, that the Buyer will maintain the said sign in good condition and repair; and will, without cost or charge to Seller, insure same for the benefit of the Seller in the amount of the total purchase price, and repair and make good any damages which may occur to said display/sign and property furnished therewith, ordinary wear and tear only excepted; also during the purchase installment period Buyer will save, protect and indemnify said Seller from any and all claims made, and any and all damages or loss whatsoever or, sustained or claimed to be sustained by any person, firm or corporation whoever shall claim damages or loss, from, by, or due to the use, operation or maintenance of said sign by Buyer, or any part thereof, or the effect of the elements or any other cause whatsoever on said sign, or any parts thereof, either whole or in part. In the event of a non-payment of the installments at the times specified, or of the sale, encumbrance or removal or abandonment of said property or moving away from the premises where said sign has been erected, without the written consent of the Seller or any other breach of Buyer's obligations hereunder, any and all right to possession of said property in the Buyer shall be thereby terminated and the Seller shall have the right to enter upon the land or in any building or parts thereof for the removal of the said sign/display and shall have full power, authority, and right to do and perform any act or thing necessary for the taking and removing of said display/sign property with or without process of law and any and all claims arising or claimed to arise because of the taking, removing and retaining of said property by the Seller are hereby waived and released by Buyer, and Buyer hereby covenants and agrees to save and keep the Seller free and harmless from any and all such claims and damage, and the Seller shall be entitled to this display/sign.
- 8. COST OF ELECTRICITY: REINFORCEMENT OF BUILDING; PHYSICAL CONDITIONS: Buyer shall be responsible for and pay all electricity used by display, all necessary reinforcements to the building on which display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions or underground obstructions.
- 9. DELIVERY AND PERFORMANCE: Seller shall perform its obligation with due diligence but shall not be considered responsible for delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, governmental regulations and other causes beyond its reasonable control.
- 10. PERMITS, LICENSES, FEES AND TAXES: Buyer shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, or from any other entity, and for all private or public permissions necessary for the maintenance, use and existence of the Display. Seller shall obtain and pay for (as Buyer's agent) permits and licenses from public authorities for initial installation of the Display. Buyer will be responsible for seeing that public and private permits, once issued, shall not be revoked. Buyer shall pay all State, Federal and local taxes and permit fees with respect to Display.
- 11. DEFAULT: Buyer shall be in default if it fails to perform any of its obligations under this Agreement or any companion maintenance Agreement relating to Display (which is hereby incorporated) between the parties hereto, or if bankruptcy or insolvency proceedings are instituted by or against Buyer, or if Buyer makes any assignment for the benefit of creditors. In the event Seller is herein required to or deems it necessary to file suit hereunder the Buyer shall also be liable to reimburse Seller for the fair and reasonable amount of attorney's fees and costs of suit incurred by reason of Buyer's default.
- 12. SALE OF SELLER: The Buyer acknowledges that this contract may be sold and assigned by Seller and agrees that Buyer will not setup against any said assignee of this Contract any claim or defense which Buyer may have against the Seller.
- 13. TRANSFER OF AGREEMENT: This Agreement shall be binding upon the respective successors (subject to Article 12 herein) and assigns of the parties. However, the interest of Buyer shall be transferable only with prior written consent of the Seller.
  - 14. DELINQUINT PAYMENTS: Interest will be charged on past due payments of principal at the highest rate permitted by Illinois Law.
- 15. INSURANCE: Until fully paid for the Buyer shall insure display/sign for benefit of Seller against loss by fire or other casualty, and furnish Seller with evidence of such insurance on demand. The amount of insurance shall be the original purchase price under this Agreement.
- 16. WARRANTY: Seller warrants to Buyer that Display (excluding lamps and accessories as to which the Seller makes no warranty, but which may be covered by manufacturer warranty) at the time of installation will be free from defects of material and workmanship, and will be in accordance with SPECIFICATIONS which are listed on the top of this Agreement. Seller's sole obligation under this warranty is limited to either, (at Seller's option), repairing or furnishing a replacement of Display or the parts thereof, which are determined not to conform with the SPECIFICATIONS and Buyer's exclusive remedy for breach of this warranty will be enforcement of such obligation of Seller. Any action for breach of any warranty must be commenced within one year after date of installation. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES OF MERCHANTABLILTY, FITNESS FOR PARTICULAR PUROPSE AND OF ANY OTHER TYPE OF WARRANTY, WHETHER EXPRESS OR IMPLIED.
- 17. PATENED ITEM: Buyer acknowledges and agrees that the Price Expander family of products are patented items and that the graphic panels for the Price Expander Deluxe are an integral part of its design and must be purchased from Grate Signs, Inc. Failure to abide by this provision could subject Buyer to a penalty of up to \$100 per day plus reasonable attorneys fees incurred in the enforcement of this provision.
- 18. WAIVER OF BREACH: Time and punctual performance of each provision are of the essence of this Agreement. No waiver by either party of any default shall constitute a waiver of any subsequent default.
- 19. SEVERIBLITY CLAUSE: If any provision of this Agreement shall be held invalid, the remainder shall, nevertheless, be deemed valid and effective, and is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid. The headings in this Agreement shall not affect in any way its meaning or interpretation.

## I ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS CONTRACT, EXECUTED BY BOTH THE BUYER AND THE SELLER.

ACCEPTED: GRATE SIGNS, INC.	BUYER	iividukliy and as anthorized agent for)	<u>.</u>
ву:			
TTTLE:DATE	TITLE	DATE	<del>-</del> -
GUARANTY: For value received I or we the undersigned, jointly and severally, he payable under the forgoing Agreement, at the dates and for the purpose therein a reasonable attorney's fees. The undersigned agrees that no notice of acceptance by S	Stated and the performance of all oth	or undertakings by Dimor as best	ries due and t, including
DateBy	Guarantor		
Date By	Guarantor		

#### DOYLE SIGNS, INC.

232 Interstate Road Addison, IL 60101 (630)543-9490 FAX (630)543-9493

Proposal submit	ted to	Phone Number	Date	
	GRANT STREET PROPERTY MANAGEMENTS		7/28/2011	
Street		Fax Number	Project Location:	
	PO BOX 354	630-762-9131	RADIO SHACI	K / SOCCER 2000
City, State and Z		E-Mai Address		
	WAYNE, IL 60184		224 OGDEN A	VENUE
Contact:			<u> </u>	
	FRED IOZZO		DOWNERS GI	ROVE, IL 60515

Description	Price	Extension
Remove and scrap the existing Radioshack pylon sign and cut off the support at grade.  Cut off the bollards at grade.	\$720.00	\$720.00
Reroute the electric approx. 70'0" from the old sign location to the new sign location through parking lot area. Patching is included.	\$2,460.00	\$2,460.00
Excavate in a parking lot pavement area an approx. 10'0" x 17'0" area for curbing, a planting area and the monument sign foundation. Provide a concrete foundation and set one steel support, a 4" high concrete pad for the masonry and approx. 12" curbing around the sign. There needs to be 3'0" between the sign and the curb to maintain the landscaping requirements of Downers Grove.	\$6,890.00	\$6,890.00
Furnish and install one(1) 4'0" high x 9'0" wide @ 10'0" overall high double-faced fluorescent illuminated monument sign with two flat white lexan faces on each side and vinyl applied graphics for RadioShack and Soccer2000. Mount on the new sign foundation and support and complete hookup to the 120V primary service at the base of the sign (if available at time of installation). Provide a 2" reveal under the sign.	\$3,750.00	\$3,750.00
Provide an approx. 5'6" high x 5'0" wide rough faced block masonry base with a limestone cap under the new sign cabinet on top of the new concrete pad.	\$2,890.00	\$2,890.00
Furnish and install two(2) sets of 6" high "224" x 1/2" deep flat cut-out aluminum numerals painted black and pin mount with a 1/2" projection on either side of the masonry base.	\$290.00	\$290.00
Estimated sales tax Required permit fees are additional (at cost of each permit, plus stafftime)	additional additional	additional additional

TOTAL:

We propose to furnish material and labor - complete in accordance with above specifications, for the sum of:

\$17,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to per standard practices. Any alteration or deviation from the 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. Owner may carry fire, tornedo and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

REQUIRED DEPOSIT

\$8,500.00

- \* Landlord approval is by others.
- \* Hook-up to your 120V primary service within 5'0" of electrical wall signs and at the base of electrical ground signs is included.
- \* Any engineering required by the local municipality is additional.
- \* There will be additional charges for any poor soil conditions that require additional excavation, fill or concrete.
- \* Doyle Signs, Inc. is not responsible for damage to underground sprinkler systems.
- \* Any insurance required in addition to our standard insurance coverages will be added to the price of this quote at cost plus 10% and includes, but is not limited to requests for any special endorsements, primary, non-contributory umbrella coverage, waivers of subrogations, performance and payment bonds.
- \* The customer agrees that in the event that the invoice is not paid in full within the payment terms, Doyle Signs, Inc. reserves the right to remove the signage in question.
- \* Cancellation expense: 50% of the sale price if work has not been started, and 90% if work has been started but not completed.
- \* Digital artwork is to be provided with order for custom logos. Any computer time by Doyle to 'vectorize' art is additional.
- \* The customer is responsible for the cost of all products furnished and installed per approved drawing including content, design, color and trademark.

Payment to be made as follows:

50% down payment with order and balance due upon completion.

A 3% service charge for the use of a credit card will be incurred in addition to the proposed price listed above.

Your order will be processed only when the deposit is received.

**Authorized Signature** 

**JOHN E. STREETZ** 

Note: This proposal may be withdrawn if not accepted within 45 days.

ACCEPTANCE OF PROPOSAL: The above prices. specifications and conditions are satisfactory and are hereby accepted to do the work as specified. Payment will be made as outlined above. **Date of Acceptance** 

Signature	-
0'4	

Signature

#### DOYLE SIGNS, INC.

232 Interstate Road Addison, IL 60101 (630)543-9490 FAX (630)543-9493

Proposal submitted to	Phone Number	I Cate
GRANT STREET PROPERTY MANAGEMENTS	630-584-6515	7/28/2011
Street	Fax Number	Project Location:
PO BOX 354	630-762- <del>9</del> 131	DGY MOTORSPORTS
City, State and Zip Code	E-Mai Accress	
WAYNE, IL 60184		216 OGDEN AVENUE
Contact		
FRED IOZZO		DOWNERS GROVE, IL 60515

Description	Price	Extension
Remove and scrap the existing DGY pylon sign and cut off the support at grade. Cut off the boilards at grade.	\$890.00	\$890.00
Reroute the electric approx. 40'0" from the old sign location to the new sign location through parking lot area. Patching is included.	\$1,760.00	\$1,760.00
Excavate in a parking lot pavement area an approx. 10'0" x 17'0" area for curbing, a planting area and the monument sign foundation. Provide a concrete foundation and set one steel support, a 4" high concrete pad for the masonry and approx. 12" curbing around the sign. There needs to be 3'0" between the sign and the curb to maintain the landscaping requirements of Downers Grove.  Furnish and install one(1) 4'0" high x 9'0" wide @ 10'0" overall high double-faced fluorescent illuminated monument sign with flat white lexan faces and vinyl applied graphics. Mount on the new sign foundation and support and complete hookup to the 120V primary service at the base of the sign (if available at time of installation). Provide a 2"	\$6,890.00	\$6,890.00
reveal under the sign.	\$3,750.00	\$3,750.00
Provide an approx. 5'6" high x 5'0" wide rough faced block masonry base with a limestone cap under the new sign cabinet on top of the new concrete pad.	\$2,890.00	\$2,890.00
Furnish and install two(2) sets of 6" high "216" x 1/2" deep flat cut-out aluminum numerals painted black and pin mount with a 1/2" projection on either side of the masonry base.	\$290.00	\$290.00
Estimated sales tax Required permit fees are additional (at cost of each permit, plus stafftime)	additional additional	additional additional

TOTAL:

We propose to furnish material and labor - complete in accordance with above specifications, for the sum of:

\$16,470.00

\$8,235.00

All material is guaranteed to be as specified. All work to be completed in a workmanilke manner according to per standard practices. Any alteration or deviation from the 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. Owner may carry fire, tomado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

\* Landlord approval is by others.

\* Hook-up to your 120V primary service within 5'0" of electrical wall signs and at the base of electrical ground signs is included.

\* Any engineering required by the local municipality is additional.

\* There will be additional charges for any poor soil conditions that require additional excavation, fill or concrete.

\* Doyle Signs, Inc. is not responsible for damage to underground sprinkler systems.

\* Any insurance required in addition to our standard insurance coverages will be added to the price of this quote at cost plus 10% and includes, but is not limited to requests for any special endorsements, primary, non-contributory umbrella coverage, waivers of subrogations, performance and payment bonds.

\* The customer agrees that in the event that the invoice is not paid in full within the payment terms, Doyle Signs, Inc. reserves the right to remove the signage in question.

\* Cancellation expense: 50% of the sale price if work has not been started, and 90% if work has been started but not completed.

\* Digital artwork is to be provided with order for custom logos. Any computer time by Doyle to 'vectorize' art is additional.

\* The customer is responsible for the cost of all products furnished and installed per approved drawing including content, design, color and trademark.

Payment to be made as follows:

50% down payment with order and balance due upon completion.

A 3% service charge for the use of a credit card will be incurred in addition to the proposed price listed above.

Your order will be processed only when the deposit is received.

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	Δ.	.+>	hor	izad Signatura

JOHN E. STREETZ

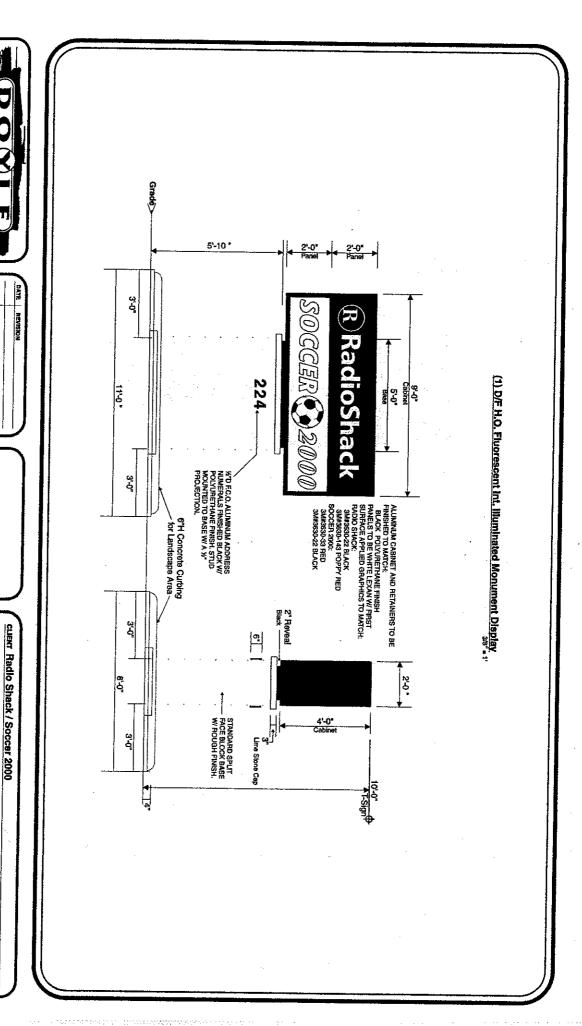
REQUIRED DEPOSIT

Note: This proposal may be withdrawn if not accepted within 45 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Signature Signature



GENERAL SIGN CONTRACTORS
222 INTERSTATE NO. PO. BOX 1088 830-543-9430
ADDISON, IL 60101

This design is the original and unpublished work of DOTILE SCAND, NAC and its most on reproduced, copied or entitleted in any fastism rate of the composed written concent from an authorism of the original or The rights to this design may be purchased;

CUSTOMER APPROVAL

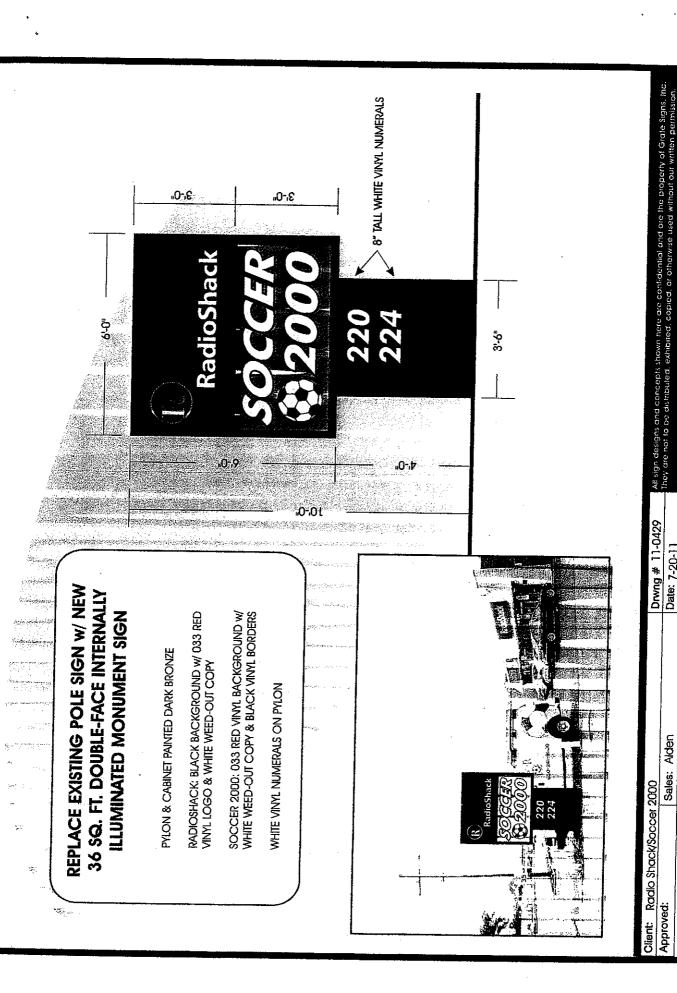
ADDRESS 224 Ogden Avenue CITY Downers Grove

STATE IL SCALE: Noted

DRWG. NO. 12306

DATE: 08.05.2011 DESIGNER JAS

SHEET NO. 2 of 2 SALESPERSON TO Ħ



COMPL

Date: 7-20-11 Rev Date:

Drawn by: JIG Last Revised by:

Scale: 3/8"= Approved:



**Display Sales Contract** For service call (815)729-9700 Fax (815)729-3355 sales@gratesigns.com

Salesperson: Alden

Agreement made 10-	8-11 between Grate Signs, Inc., a corporation, herein called SELLER, Located at 4044 W. McDonough Street, Jolia	
and	w. Wichonough Street, John	et, Illinois

BUYER:

Radio Shack/Soccer 2000

Address:

220-224 Ogden Ave.

City, State, Zip: Downers Grove, IL

Contact: Fred lozzo

Telephone: 630-584-6515

Fax: Email:

an individual 🔲

a partnership

a corporation

#### ADDRESS OF INSTALLATION: Same as above

1. Sale: Seller shall, to Buyer's special order and specifically for Buyer's use, construct and install for and sell to Buyer the advertising display(s) herein called "Display", in accordance with the specifications set forth below.

2. Price and Terms:

Price of Display

\$15,870.00

Sales Tax

\$Included

Less Down Payment (includes sales tax)

\$7,935.00

Balance payable upon installation

\$7,935.00

3. Specifications:

Design Number(s): See Below

### Fabricate & Install the following internally-illuminated signs:

One (1) double-face Monument Sign on new steel pipe & foundation per Design #11-0429.(\$5,950.00)

One (1) 3'0"x 14'6" single-face building sign (Radio Shack) per Design #11-0636. (\$3,940.00)

One (1) 4'0"x 23'0" single-face building sign (Soccer 2000) per Design #11-0635. (\$5,980.00)

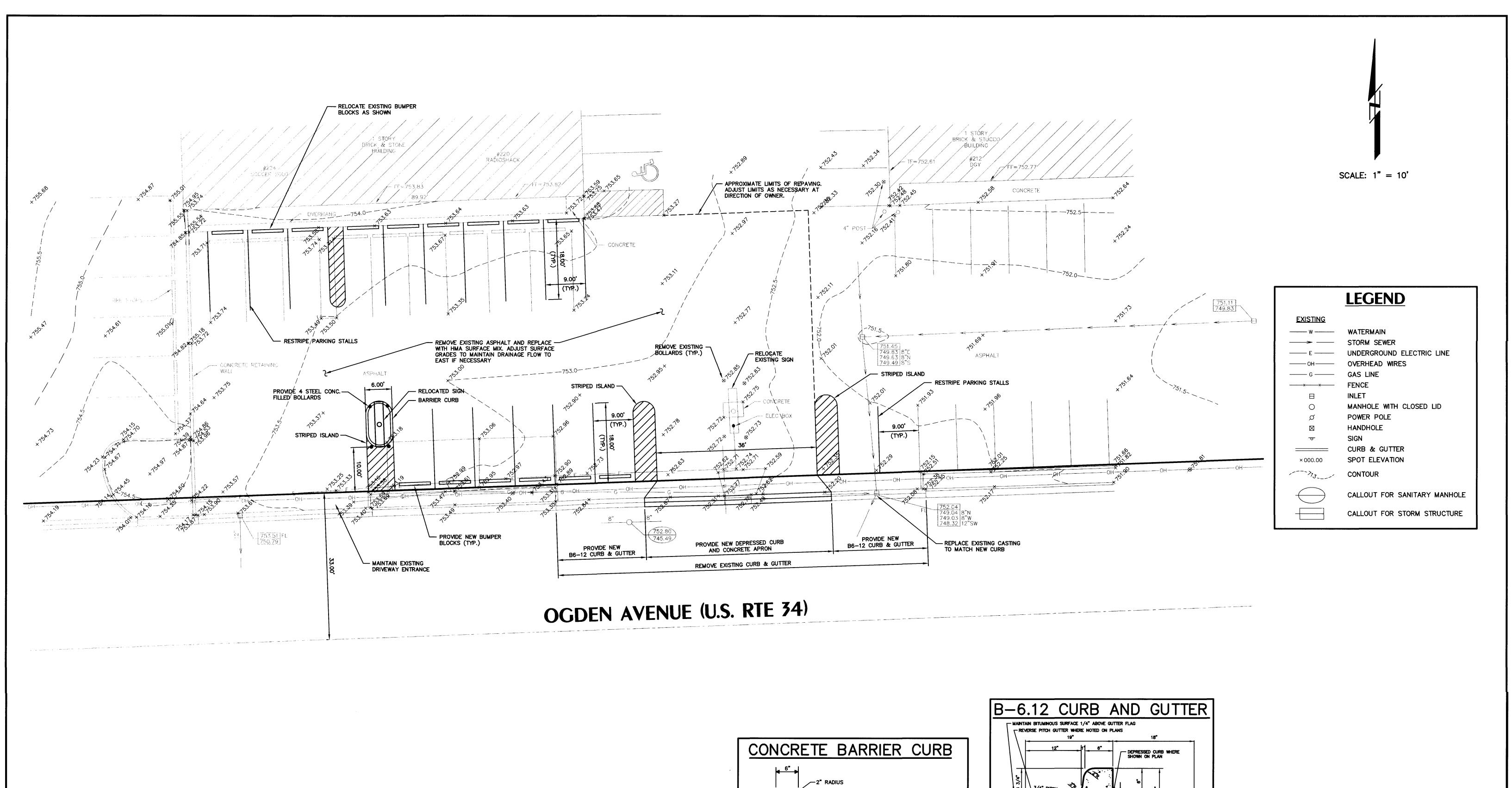
All designs, colors, and specifications as per the approved design. In case of variance between the above specifications and the approved design, the latter shall prevail, however such design shall be approved in writing by the Seller and Buyer. Permit fees, including parking and sidewalk obstruction permit fees, engineering fees, and variance fees, if required, will be billed extra to the contract amount.

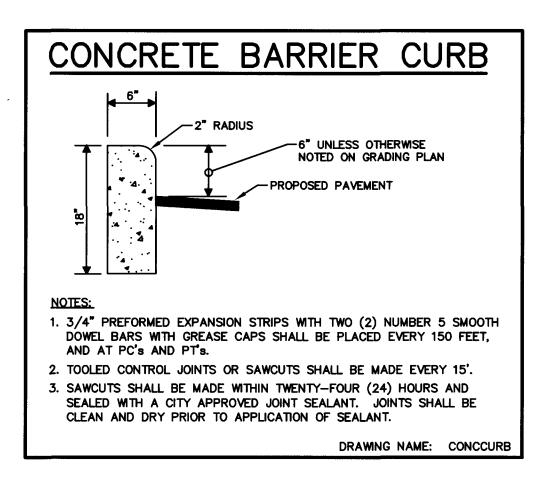
- 4. BUYER SHALL PROVIDE ELECTRICAL SERVICE FEED WIRES OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 6 FEET OF LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE, AND MAKE CONNECTION THEREOF TO DISPLAY.
- 5. ACCEPTANCE OF AGREEMENT: This Agreement shall not take effect until signed on behalf of Buyer and by an officer of Seller at Seller's office in the State of Illinois. This Agreement, including the contract terms on the next page, which are incorporated herein by reference, constitutes the entire understanding between the parties, and this Agreement was entered into in the State of Illinois and the laws of the State of Illinois shall apply to the formation and enforcement of this Agreement. NOTICE TO BUYER
  - A. Do not sign this contract before you read both pages hereof or if it contains any blank space. B. You are entitled to a completely filled in copy of this contract when you sign it.

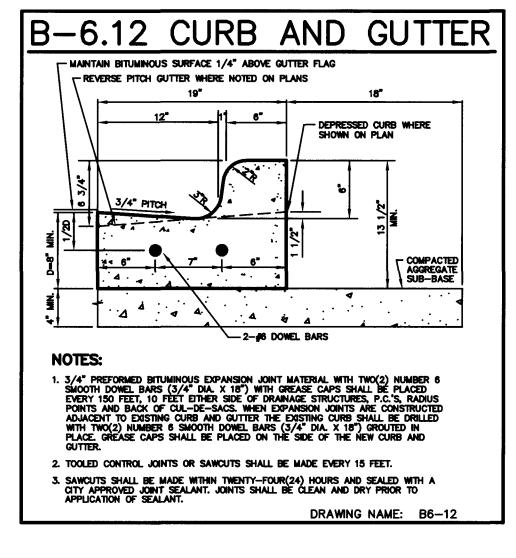
  - C. Under the law you have the following rights among others:
    - (a) To pay off in advance the full amount due and to obtain a partial refund of the finance charge;
    - (b) Under certain conditions to redeem the property if repossessed for a default
- 6. TITLE: Ownership of display shall remain in Seller until all of the payments are made and all of the conditions herein contained are fully satisfied with, at which time Buyer shall be vested with full title to display. Buyer shall bear all risk of loss of display after Seller has completed its installation. Buyer will not sell, pledge, mortgage or encumber the display/ sign or other property covered by this Agreement. The Seller and Buyer hereby state their Agreement that with the exception of the supports which are sunk into the site with concrete the balance of the display/sign is removable without damaging the site and therefore is not a fixture(s).

Accepted:	Accepted:
	· vocobcon









## BENCHMARK:

DUPAGE COUNTY GEODETIC SURVEY MONUMENT: DGN05003

A BRONZE DISK MONUMENT ESTABLISHED IN CONCRETE BASE OF TRAFFIC CONTROL LIGHT STAMPED "DUPAGE COUNTY MAPS AND PLATS" LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF OGDEN AVENUE AND FAIRVIEW AVENUE.

ELEVATION 764.70

SITE BENCHMARK:

RIM OF SANITARY MANHOLE LOCATED IN OGDEN AVENUE SOUTH OF SITE.

ELEVATION 752.80

REVIEW SET NOT FOR CONSTRUCTION



INTECH CONSULTANTS, INC. 1989 UNIVERSITY LANE, SUITE D LISLE, ILLINOIS

ENGINEERS SURVEYORS

ALEXANDER STILLWAGEN LLC
P.O. BOX 354
WAYNE, ILLINOIS

220-224 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS

SITE PLAN



## OASIS Grant Overall Site Map

