

I17-010243

Final Payout Request – Appearance Improvement Grant

The following section is to be completed by the Village of Orland Park:

Village Approval for Payout by (Planner): MIKE MAZZA Date: 3/15/17
Attach final inspection report(s)

Amount Paid to Contractors, Subcontractors and Professional Service Providers: \$357,213.00

Total amount of Contract: \$48,000.00

Explanation of Balance: PROJECT SCOPE EXPANDED, BUT THE AIG PAYOUT REMAINED THE SAME

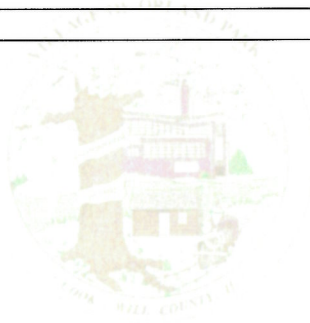
Total Amount in the Appearance Improvement Grant Agreement: \$20,000.00

Amount due from the Village: \$20,000.00

Notes (attach additional pages as needed):

LEGISL - 2015 - 0598

CHECK TO BE PAYABLE TO "VLO ORLAND PARK IL, LLC"



010-0000-484930



INVOICE

To:

Village of Orland Park
Development Services Department
14700 Ravinia Ave.
Orland Park, IL 60462

Date: March 9, 2017

Project Number: 2016-0029
Project Address: 29 Orland Square Drive

Description:

Appearance Improvement Grant

Balance Due: \$20,000

***Due Upon Receipt – Please make the check payable to “UG Orland Park IL, LLC”
Thank you for your business.***

Respectfully,

UG Orland Park IL, LLC

1000 Fourth Street, #290
San Rafael, CA 94901
415-707-7007 | 415-707-7009 (Fax)

Contractor's Sworn Statement and Waiver of Lien to Date

Project Name and Address: 29 Orland Square Drive, Orland Park, IL 60462

Owner/Lessee's Name: UG Orland Park IL, LLC

Contractor Name and Position: Bob Nomellini, COO

Company Name: I.M. Construction Group (also known as The Missner Group)

Company Address: 1700 W Higgins Rd., #400, Des Plaines, IL 60018-5621

Contractors, Subcontractors and Professional Service Providers used:
(Attach receipt or paid invoice for the full cost of work performed by each)

Name	Address	Work Completed	Amount Billed	Amount Paid
The Missner Group, LLC	1700W. Higgins Rd, Ste 400, Des Plaines, IL 60018	Demo/Cornice	\$88,953	\$88,953
The Missner Group, LLC	1700W. Higgins Rd, Ste 400, Des Plaines, IL 60018	Painting	\$2,050	\$2,050
Beverly Glass Service	10430S. Western Av, Chicago, IL 60643	Glass & Glazing	\$84,597	\$84,597
MTZ Bros. Construction Co	12 Hanson Circle, Romeoville, IL 60446	Drywall/Caulking/Insulation	\$19,240	\$19,240
Promar Builders	6205W. Fletcher, Chicago, IL 60634	Carpentry/Masonry	\$162,373	\$162,373

I, Robert Nomellini, swear that the above (and attached) contractors, subcontractors and professional service providers are the only ones who performed work under the Appearance Improvement Grant Agreement with the Village of Orland Park for the property identified above, and billed and were paid the amounts shown.

Date: 1-6-17 Signature: [Signature]

Subscribed and Sworn before me this 6th day of January, 2017

Notary Public: [Signature]



RECEIVED
JAN 03 2017



STATE of Illinois
COUNTY of Cook

FINAL WAIVER OF LIEN

BY:

Gty #
Escrow # 201514592-01

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by UG Orland Park IL, LLC
to furnish General Construction
for the premises known as Orland Park IL | 29 Orland Square Drive | Orland Park, IL
of which UG Orland Park IL, LLC is the owner.
THE undersigned, for and in consideration of Ninety Six Thousand One Hundred Eight Dollars and Sixty Five Cents
\$96,108.65 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 to 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.*
Given under MY hand SIGNED and SEALED this (DATE) 12/29/16

SIGNATURE & TITLE:

Company Name: The Missner Group, LLC
Company Address: 1700 W. Higgins Rd., #400
Des Plaines, IL 60018

Robert A. Nomellini Chief Operating Officer

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

STATE of Illinois
COUNTY of Cook

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE undersigned, Robert A. Nomellini being duly sworn, deposes and says that he/she is Chief Operating Officer of The Missner Group, LLC
who is the contractor furnishing General Construction work on the building located at
Orland Park IL | 29 Orland Square Drive | Orland Park, IL owned by UG Orland Park IL, LLC
That the total amount of the contract including extras* is \$1,127,021.04 on which he has received payment of \$1,030,912.39
prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to
defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all
parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or
to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and
specifications:

NAMES & ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
The Missner Group, LLC 1700 W. Higgins Rd., #400 Des Plaines, IL 60018	General Construction	\$1,127,021.04	\$1,030,912.39	\$96,108.65	\$0.00
All material taken from our fully paid stock & delivered to the jobsite by our own vehicle Any equipment used is the property of The Missner Group, LLC All labor paid in full					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$1,127,021.04	\$1,030,912.39	\$96,108.65	\$0.00

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT. 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 12/29/16 SIGNATURE:

SUBSCRIBED AND SWORN BEFORE ME THIS 29th DAY OF December, 2016

NOTARY PUBLIC

OFFICIAL SEAL
KAREN KANAPP
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/30/17

Beverly Glass Service

10430 S. Western Ave.
Chicago, IL 60643-2508
P:773.445.8211 F:773.445.7637
BeverlyGlass@comcast.net

INVOICE

Date	11/30/2016		
Invoice #	25871		
P.O.	201514592-001		
Will-Call		November 2016	
Due Date	12/30/2016		

PAID
03/08/2017

Bill To		
The Missner Group 1700 W. Higgins Rd. Suite 400 Des Plaines, IL. 60018 1-847-675-8877 1-847-537-6000-Marc		New Retail Development 29 Orland Square Drive Orland Park, Illinois 60462-3206 847.626.5399 -Len Corso
Total Contract Amount		\$ 84,597.00

Qty	Item	Description	Amount		
1	DOOR	~ Change Existing West Side Door and Windows Remove Existing Door and Storefront Windows. We will remove Four (4) windows & the existing door. Reconfigured window opening using existing frame to have a new 42" door. One (1) new 3'6" x 7'0", narrow stile door with 10" Bottom rail, pivot hinges, standard First Choice panic hardware, Surface Mount LCN 4041 Closer, threshold, sweep and weather stripping. Glass: 1" Clear Tempered Insulated units. Includes aluminum materials as listed, installation, caulk and seal for completion.	6,975.00		
1	Storefront	Project Balance	7,762.00		
Terms	Monthly Draw	Payments Received	<u>\$ 84,597.00</u>	Balance Due	<u>\$0.00</u>



MTZ Bros Construction Co.
11111 111th St.
Orland Park, IL 60448
Office 815-221-0000 Fax 815-221-1818
mtzbrosconstruction.com

INVOICE

DATE: 1/11/2017
INVOICES:853

The Missner Group
1700 W Higgins Rd.
Des Plaines, IL 60018

DATE

1/10/17

JOB ADDRESS

29 S Orland Square Orland Park, IL

JOB #

QTY

Drywall Caulking

DESCRIPTION

Amount of contract \$19,240.00

Work Completed \$19,240.00

Retention \$0.00

Net Previously paid \$19,113.00

Net Amount this payment \$127.00

Balance Due \$0.00

Please contact us at 815-719-2221 with any questions or comments.
Make all check payable to MTZ Bros Construction Co.

Thank you for your business

TMG #15-790

Receipt

Company Name: Promar Builders
Company Address: 6205 W. Fletcher
Chicago, IL 60634

Date: 2/3/2017

Phone Number: (773) 814-4547

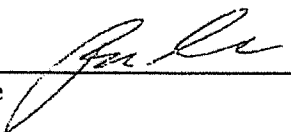
Project: UG Orland Park IL, LLC
29 Orland Square Drive
Orland Park, IL 60462

Work Description
Carpentry & Masonry

Final Contract Amount (Must match to the final Sworn Statement)
\$162,373.00

Total Payment Received for this Project
\$162,373.00

Maciej Bujak, President
Name & Title


Signature

CCRD REVIEW

370458.1



VILLAGE OF ORLAND PARK
APPEARANCE IMPROVEMENT GRANT AGREEMENT
SUBJECT PROPERTY: 29 ORLAND SQUARE DRIVE
PIN: 27-10-300-033-0000

[Above space for Recorder's Office]

Doc#: 1626645102 Fee: \$50.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/22/2016 02:16 PM Pg: 1 of 7



1626645102

Prepared by:
Mike Mazza, Planner
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462
After recording return to:
RECORDER'S BOX 324
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903
Attorney: E. Kenneth Friker

WITNESSETH:

WHEREAS, the Village of Orland Park has established an Appearance Improvement Grant for application within the Village of Orland Park and the Old Orland Historic District ("Historic District"); and

WHEREAS, said Appearance Improvement Grant is administered by the Village with the advice of the Historic Preservation Review Commission in cases of Contributing Structures and Buildings (as the same are defined in the Village's Land Development Code) and designated Landmarks for the purposes of helping property Owners and Lessees of Contributing Structures and Buildings within the District to restore, preserve and maintain these unique local resources; and

WHEREAS, pursuant to the Appearance Improvement Grant the Village, subject to its sole discretion, will reimburse Owners/Lessees for the cost of eligible exterior improvements to Commercial Structures Village-wide, to Contributing Structures and Buildings within the Historic District and to designated Landmark structures up to a maximum of one-half (1/2) of the Village approved contract cost of such improvements or \$20,000.00, whichever is less;

WHEREAS, pursuant to the Appearance Improvement Grant the Village, subject to its sole discretion, will waive the permit fees associated with eligible exterior improvements (excluding signage) to commercial structures Village-wide, to contributing structures and buildings within the Historic District and to designated landmark structures.

WHEREAS, the Owner/Lessee's property is located within the Village or the Historic District, and the Owner/Lessee desires to participate in the Appearance Improvement Grant program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Village and the Owner/Lessee do hereby agree as follows:

SECTION I

With respect to Appearance Improvements, the Village shall reimburse the Owner for the cost of improvements to the Owner's property not to exceed fifty percent (50%) of such cost.

The actual total reimbursement amounts per this Agreement shall not exceed \$20,000.00. The improvement costs that are eligible for Village reimbursement include all labor, materials, equipment, and other contract items necessary for the proper execution and completion of the scope of work as shown on the plans, design drawings, specifications and estimates approved by the Village. Such plans, design drawings, specifications, estimates and scope of work are attached hereto as Exhibit A.

In addition the Village, subject to its sole discretion, will waive the permit fees associated with building permit fees associated with eligible exterior improvements (excluding signage) to commercial and landmark structures Village-wide.

made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4

Upon completion of the Appearance Improvement and upon final inspection and approval by the Development Services Director or his/her designee, the Owner shall submit to the Village:

- A. A properly executed and notarized contractor sworn statement showing the full cost of the Appearance Improvement Grant work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work.
- B. Proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors, subcontractors and material suppliers for which Owner is requesting reimbursement in whole or part.
- C. A copy of all of the invoices for professional services fees incurred for preparation of plans and specifications.

The Village shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, and the professional services statement, issue a check to the Owner/Lessee as reimbursement for one-half (1/2) of the approved construction cost estimate or one-half (1/2) of the actual construction cost, whichever is less, subject to the limitations set forth in Section 1 hereof.

SECTION 5

If the Owner/Lessee or his contractor fails to complete the improvement work provided for herein in conformity with the time limitation, approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Development Services Director to the Owner, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the Village shall cease and become null and void.

SECTION 6

Upon completion of the Appearance Improvement work pursuant to this Agreement, the Owner/Lessee shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, unless changes are submitted for review and are approved by the Historic Preservation Review Commission (HPRC) (in the case of Historic District or landmark properties) and/ or the Village Board. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. In the event the approved Appearance improvements are not properly maintained or alterations are made to the appearance without

party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall be found to have occurred if performance is commenced and diligently pursued to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

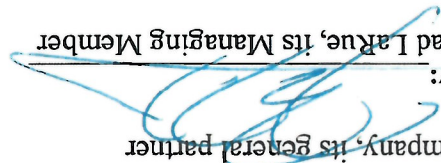
IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER

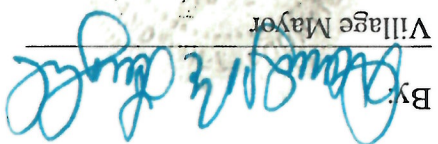
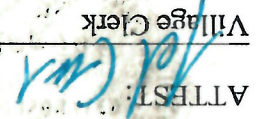
UG Orlando IL, LLC, a Delaware
limited liability company

By: United Growth Development, LP,
A Delaware limited partnership, its
managing partner

By: United Growth Capital Management,
LLC, a Delaware limited liability
company, its general partner

By: 
Brad LaRue, its Managing Member

VILLAGE OF ORLAND PARK,
an Illinois home rule municipality

By: 
Village Mayor
ATTEST: 
Village Clerk